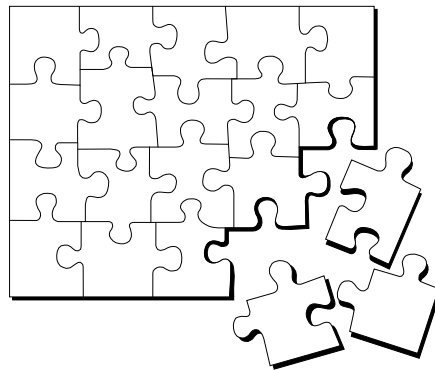




MOUNTAIN REGIONAL SERVICES, INC.

PARTICIPANT HANDBOOK

May 2025





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# “Assisting Each Person Served In Achieving The Highest Quality Of Life!”

## WELCOME TO MOUNTAIN REGIONAL SERVICES, INC.

Mountain Regional Services, Inc. (MRSI) provides services to people with intellectual/developmental disabilities and persons with acquired brain injuries. MRSI has provided quality services to persons with disabilities since 1985. Services are nationally accredited and designed around the needs of the participants, providing purpose, dignity and respect. MRSI practices and encourages a team approach with other professional and natural supports. MRSI’s day programs are participant-driven and founded on the principles of choice and personal growth. The residential program enables participants to live in attractive homes and apartments integrated throughout the community. Supervision and support are provided to ensure safety and foster self-sufficiency. Job coaching and job development programs are available, and MRSI works with a wide variety of employers throughout the community.

At this time, we would like to extend a personal greeting and hope your time with us will be enjoyable and productive in meeting your expectations. This Participant Handbook should serve as a guide to give you essential information about MRSI services. As a participant of this organization, you may be involved in any number of our program areas depending on the needs you and your team choose to work on.

Guidelines are necessary in every organization, and MRSI is no exception to this practice. With this Participant Handbook, we hope to acquaint you with MRSI’s guidelines, including the more common policies and procedures which will affect you. We suggest you study this booklet carefully and keep it in a convenient place for future reference. It is also available on the MRSI website if you prefer not to keep a hard copy.

MRSI encourages each individual to accept the responsibilities of community citizenship. As members of your team, we share the goal of

meeting your wants and needs in a safe and healthy manner.

A funding source is necessary for MRSI to be able to provide you with services, accommodations, etc. Your independent case manager is available to assist you in obtaining funding.

Your association with MRSI is a private matter, and each staff member is well aware of the need to protect your confidentiality. A signed release of information from you and your guardian is required before any information can be communicated to another entity.

MRSI is committed to helping you realize a great level of self-sufficiency in the least restrictive environment. You can move to the next step of independence by working on your goals and showing the team you are ready. The next step can include anything from reducing supervision needs, a job in the community, recommendation for a reduction of services due to your successes, etc.

Additional opportunities to learn about MRSI include:

Internet [www.mrsi.org](http://www.mrsi.org)

Brochures

Facebook

Tours (contact Program Coordinator)

We are happy to have you as part of the MRSI team and look forward to assisting you to succeed in reaching your goals.

Mountain Regional Services, Inc. Management Team



## I. HOW DO YOU BEGIN SERVICES/ INTAKE POLICY

Thank you for considering MRSI as your service provider. Below is a list of steps that must be taken in order to be accepted into the MRSI program. The program coordinator will assist you through each step.

- If you do not have a Medicaid Waiver case manager to assist you, MRSI will refer you to the Home and Community Based Services (HCBS) Section.
- The program coordinator will meet with you to give you the MRSI application, the handbook and obtain Release of Information forms to begin gathering pertinent information.
- When all the information required on the MRSI application is obtained, the program coordinator will present your case to the intake committee to determine acceptance. The intake committee consists of members of MRSI's interdisciplinary team. Other support personnel may be asked for input.
- The Intake Committee will identify potential conflicts of interest, address how those conflicts will be mitigated and provide the information to participant and legally authorized representatives prior to the provider selection process.
- Intake Criteria: MRSI can serve individuals with diagnosed intellectual/developmental disabilities or acquired brain injury and have a funding source.
- Acceptance of persons served at MRSI is based upon the applicant meeting the above criteria, MRSI having adequate

staff and MRSI's ability to meet the needs of the applicant. Order of acceptance at MRSI is determined by:

- 1) Severity of health and safety issues
- 2) Date of Application

Waiting Lists follow the same order.

- If approved into the MRSI program, a team meeting will be scheduled by your case manager to begin the service planning process with MRSI as one of your providers.
- When funding is approved, you may move into the community home or apartment and begin receiving the services written into the plan.

**Please be aware, this may not be a speedy process. Obtaining necessary documentation and obtaining eligibility from the state can take a significant amount of time. MRSI will do everything possible to speed the process along.**

## II. WHAT IS AN "INDIVIDUAL PLAN OF CARE" (IPC)

Your Individual Plan of Care is the program plan that you and your team will develop and follow while you are at Mountain Regional Services, Inc. Before you begin services, your case manager will write & submit your IPC to your funding source. This plan will indicate all of the services that you will be provided, who will be providing them, and the specifics of that service.

MRSI employees are available to attend team meetings supporting you and provide insight based on our knowledge of you. Meetings are coordinated by your case manager. You are encouraged to invite

family, friends and other supports. During your team meetings (IPC and Semi-Annual) you and your team will discuss and mitigate any conflicts of interest that have been identified.

### **III. SERVICE DESCRIPTIONS**

Everyone at Mountain Regional Services, Inc. is unique and you may or may not be involved in each service listed below. Every service in which you participate will be addressed in your Individual Plan of Care (IPC).

MRSI can provide the following services offered through the Comprehensive or Support Waivers. All services are coordinated with providers through your case manager.

Full descriptions are available in the Comprehensive and Supports Waiver Manual, which your case manager can assist you in obtaining. The MRSI program coordinator can describe the services MRSI offers in detail.

#### **COMMUNITY SUPPORT SERVICES**

**Adult Day Services/Community Integration**

**Community Employment Services/Supported Employment**

**Community Living Services/Supported Living**

**Payee Services**

If you are interested in exploring employment opportunities, you may discuss this with your staff, MRSI employment services specialist/job coach, program coordinator, or your case manager.

Services are based on the goals of the individual and team. There is some flexibility as to the time they can be provided, with the exception of Adult Day Services, which generally occur between

8:30 a.m. and 3:30 p.m., Monday through Friday. Flexibility is also provided for the location of where services are provided, including choices of the community, day center and/or homes.

Administrative offices are open Monday through Friday between 8:00 a.m. – 4:00 p.m

#### **Additional Services Available**

You have the right to choose providers of specialized therapies (on or off premises) and should speak to your case manager for assistance in understanding choices. MRSI can provide you with contacts that have been beneficial to the persons we have served.

### **IV. COMMUNITY SUPPORT SERVICES**

If you want to go into the community, let staff know. MRSI will make every attempt to assist you including locating other participants who would like to go to the same event or activity you do. MRSI provides transportation; however, the participant needs to be aware that MRSI cannot always go “on the spur of the moment.” If MRSI is not able to transport at the time you desire, please remember that other modes of transportation are available, including taxis and natural supports. Keep in mind; if alternative transportation is utilized, you are responsible for the cost.

If you choose not to participate in a certain event, you may be asked to temporarily change your service location if staff is not available to provide one-on-one service. This could include visiting other homes. One-on-one services are based on staff availability and funding options.

While MRSI provides some materials for adult day service



activities, there are situations where you are responsible for covering the cost such as community activities.

**Community Outings:** MRSI encourages community outings be scheduled in advance, though we recognize the value of flexibility. Advanced planning allows for all details to be arranged. Prior to leaving for the outing, it is desired that home responsibilities are completed (allowing for some flexibility), hygiene is appropriate and behavior is acceptable for the community.

If you are going on a visit with people not working for MRSI, (family/friends) it is best to schedule in advance. Unplanned visits are difficult to arrange, especially when medications are involved and many people may be affected by the event. One on one community activities depend on staff availability.

**Behavioral Conduct:** MRSI promotes and supports socially acceptable adult behaviors and will provide guidance in achieving that goal. If you are unable to control yourself in a socially appropriate manner, MRSI staff will postpone escorting you into the community until you are safe. Guidelines for socially appropriate behaviors include no physical violence, stealing, vulgar language, threats, attempts to elope, illegal actions, appropriate grooming, weather appropriate dress, etc. Specific, individualized goals will be written in your plan. MRSI will utilize Positive Behavior Support Plans that adhere to HCBS Section Rules and Regulations for Waiver Provider Certification and Sanctions, Chapter 45 and 46. Your program coordinator can assist you in understanding these rules. MRSI will strive to keep all participants and staff safe, including requesting you remove yourself from populated rooms, if necessary, until you are in control of your actions.

**Appropriate Dress and Hygiene:** MRSI encourages socially acceptable dress. Pants and shorts should fit around the waist and not be so loose as to fall (purposefully or not) below your hips. Shorts or skirts should be long enough that when your arms are at your sides, the length is at or below your fingertips. If arms are bare, there should be at least a two inch strap on the shoulders. Females should wear bras in group settings. Shoes should be secure (i.e. sandals, etc.). MRSI encourages you to have close-toed shoes. Clothing that depicts satanic, violence, alcohol, illegal substances, gang or sexual messages are discouraged at the Center or in the community.

It is expected that persons attending day services or going into the community are clean with hair washed, body washed, no offensive odors, etc. Remember, your behavior and appearance are a reflection of you. Your staff can offer assistance, but the rewards or consequences of your choices will be yours to own.

## V. ACTIVITIES OF DAILY LIVING

**Community Living Services:** Mountain Regional Services, Inc. has numerous homes throughout the community. Persons ages 18 and above are eligible for this service. The number of people who live at each house may vary. MRSI does not require or offer double occupancy in any private rooms. Supervision is provided when participants are present at the Community Living Sites based on Level of Service identified in the IPC. Your room and board covers meals, some snacks, house phone and utilities.

Residential placement with MRSI is based on availability. Every attempt is made to develop a good match between you and your housemates. Please share your wishes/choices with your program coordinator. All residents of MRSI properties are required to sign a

lease agreement and follow the terms and conditions of the lease.

If you would like to change living sites, either within MRSI and/or non-MRSI dwellings, talk to your program coordinator. Your program coordinator will assist in determining alternatives.

Living with other people can be difficult. In order to reduce problem areas, the following guidelines apply to MRSI group homes. These guidelines are implemented to provide for fairness and respect to all people living in the homes.

Meetings are held at each house to coordinate household responsibilities, to determine activities/schedules and to discuss various happenings/issues. Participants are responsible (with staff assistance) to determine house guidelines. Staff is hired to support and assist participants with care of the residence, meals, etc.

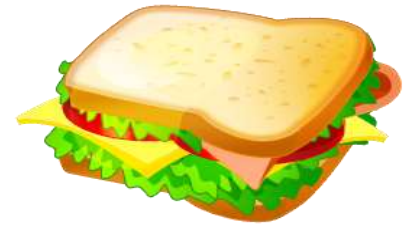
**Locks/Keys:** Each tenant (and appropriate staff) will have a key to the front entrance for their community living site and their private bedroom. There will be a fee for replacement of any lost keys.

**Sleeping:** For health and skill learning purposes, a good night's rest is recommended. Therefore, it is encouraged that you try to be in your room by 10:00 p.m. Sunday through Thursday and 2:00 a.m. on Friday and Saturday. If you follow this suggestion, you will be prepared for day services, work and appointments in the morning and ready to leave your residence on time. On weekends, it is suggested that everyone be up and active by mid-morning. Some people may need to be up earlier based on each individual's obligations (e.g. medications).

Participants are encouraged to stay in their room until 7:00 a.m., so as not to disturb others sleeping, and to ensure they get enough rest.

Keep in mind some participants shower before 6:00 a.m. so staff needs to follow the IPC for the exceptions to the guideline.

**Meals and Break Times:** Break and lunch times are scheduled, as you would find in the workplace. MRSI recommends using regular meal and break times to enhance health by having a routine schedule. You can make alternate plans if you choose.



Each Community Living Site should have a menu book (binder). The menus are a guideline for healthy eating and substitutions are welcome.

Staff needs to encourage participants to actively engage in planning and preparing their meals. Participants should assist the staff in meal preparation, whenever possible. Staff should be available during meal preparation.

Weekly Menu Checkoff Sheets (Food Usage Sheets) should be filled out each shift. Staff must follow portion/serving sizes for their meals. If staff needs a snack they must bring their own. Follow individual diets or the healthy eating outline: Serving/ portion sizes, special diets, low sodium or low calorie diets.

Participants can eat breakfast from the breakfast menu or have a bowl of cold cereal (be sure to measure out the cereal and milk to keep with the healthy eating guidelines). Participants bring a sack lunch and snacks to Adult Day Services. Participants are encouraged to pack their own lunches, promoting independence; however, it is ultimately the 3-11 staff's responsibility to ensure

each participant has an adequate lunch using leftovers from the evening meals (when possible). Leftovers should be properly covered and labeled with the date and should only be stored for three (3) days then discarded.

Meals and snacks should be offered to all participants. It is their choice whether to eat or not. If a participant decides they do not want what is being prepared for a certain meal, they can make something else. Participants can also purchase items for themselves such as ramen, snacks, etc. that they can eat whenever they choose. Food items purchased for meal preparation should not be consumed by participants prior to that meal; otherwise items will not be available.

**Phone/Internet Use:** You have access to the house phone, but are requested to be courteous of peers and limit calls to 15 minutes at a time. If no other person in the home is requesting the phone, you may continue with your conversation. Please be aware that long distance services are not available in the group homes. If you need to make long distance calls, please be prepared to use calling cards. MRSI encourages a private line connected in your room or use of a cell phone, if your plan allows. If you choose a private phone and/or internet, it is your financial responsibility.

**Mail:** In order to assure that you receive your mail in a timely manner and that issues needing attention are taken care of, we ask that you use: 50 Allegiance Circle, Evanston, WY 82930.

**Home Cleanliness:** You are responsible for the cleanliness of the home you are living in. Daily home responsibilities are divided evenly between each person living in the home. If you do not know how to perform the task, staff will assist you in learning the skills. It is recommended that roommates choose a day to complete his/her

laundry based on availability, decreasing the risk of conflict. You are responsible for cleaning up after yourself when using the restroom. You are responsible for keeping your room clean. A goal of group home living is to develop skills necessary for independent living; therefore, cleanliness standards are similar to those of the housing authority. Your room should be a safe area. Items that might cause tripping or falling should be put away. You will be asked to remove food or drink products that become a health hazard. Egress windows must be clear and accessible as required by the fire marshal.

**Possessions:** You have the right to individualize your room. This is your private space. You may decorate as you desire. However, if the decoration may impede your progress, the team may bring it to your attention. If you do have items that may be offensive to others, they should be kept from eyesight. No person receiving services from, or employed by MRSI may have weapons, illegal substances, or alcohol on MRSI property. It is advisable that valuable items not be brought to MRSI. You may want to consider safety measures such as a locked box for electronics, etc. It is strongly recommended that you put your initials or name on all of your items and that serial numbers are documented. When you enter MRSI, it is suggested that an inventory list of your items be documented and updated frequently. You are responsible for providing furniture (bed, etc.) for your room, as well as your own personal hygiene products. Please refer to your Lease regarding liability and locks.

Mountain Regional Services, Inc. is not responsible for your possessions, including loss, theft or damages to personal property. MRSI strongly encourages participants investigate and purchase renter's insurance.

**Visitors:** In order to provide for the safety and respect of all persons served in MRSI facilities, guidelines regarding visitors will be as follows: At the day site, visitors must check in at the front desk and obtain a visitor pass from the receptionist. At the residence, you should follow common courtesy of advising other persons in the home and staff of intended visitors. Visitors are asked to sign-in on the “pink sheets” or the 24-hour community report. Visitors are welcome at any time within the limits of the signed lease. Family visitors are welcome in the private room of their family member, but no other resident’s private room. MRSI is responsible for all persons in the homes and day facility. This includes ensuring visitors do not violate rights of others or cause harm. MRSI can request unruly visitors to leave if necessary; if they do not comply, law enforcement will be called.

**Pets:** Participants are not to have pets unless approved in writing by MRSI President. Prior to approval a meeting will be conducted with each participant who lives at the community living site where a pet is being requested. In addition, the proposed owner will be required to develop a plan of care for the pet addressing associated costs, responsibilities, damage caused by the pet, injury caused by the pet, cleaning up after the pet, etc. All pets are to be cared for by the owner on the pet agreement form unless other arrangements have been made. All pets must be contained when not with the owner. No cats, dogs, rabbits or larger animals will be approved, nor pets that may be dangerous to others. Verification that vaccinations are complete and up to date is also required. Management has the final decision on pet approval.

## **VI. PERSONAL VEHICLES**

In the event that a participant has a valid driver’s license and a vehicle, MRSI will require a release of liability. MRSI is unable to

ensure safety and appropriate actions/choices when a participant is in their own vehicle. No participant may transport any other MRSI participant in their vehicle, without written consent and a liability disclaimer from the guardian. Staff must not ride/drive in a participant’s vehicle. MRSI discourages the use of private vehicles while a person is under MRSI supervision. Staff may not transport participants in the staff’s personal vehicle.

## **VII. NURSING/MEDICATIONS**

Trained staff, or in some instances a nurse/health care professional will assist you with your medication at the times prescribed and verify that you took them as prescribed. Your medications will be kept locked up for safety reasons. Old or outdated medication is given to the Police Department for disposal. You should notify your staff of any signs of illness or discomfort.

## **VIII. RELATIONSHIPS AND BOUNDARIES**

**Participant Interaction:** You will be encouraged to interact with whoever you choose during any service. Staff interacts with participants within the definition of their position. Intimate relationships between staff and participants are never allowed. Participants may provide input regarding who they want to interact with, and MRSI will consider this request and accommodate whenever possible.

Remember that your actions affect yourself and others.

All people at MRSI, participants and staff, should be treated with dignity and respect. Unfortunately, on occasion, conflict does occur. It is your responsibility to try resolving the conflict, utilizing the support available to you. If that does not work, bring it to staff’s

attention, and they will try and assist you in resolving the conflict. If necessary, referrals to your program coordinator will be made.

If you are experiencing difficulties with staff, you should begin by speaking with the group/house supervisor. If necessary, referrals to your program coordinator will be made. Administration will take all steps appropriate and reasonable when assigning staff to participants when conflicts exist. Refer to page 17: “How Do You Report a Complaint (Grievance)?” for complaints against staff/grievances.

Being socially appropriate with people, including peers and staff at MRSI, is very important for the safety and respect of all persons involved. Touching others is not appropriate behavior and places you at risk for legal consequences. Please do not touch peers or staff without consent. Staff adheres to the same expectation and will not make any physical contact with you other than what is necessary to assure your needs are met or as stated in your plan, and we request the same respect from you.

Many people have a difficult time understanding appropriate joking/teasing/horseplay. This type of interaction is strongly discouraged.

Gift giving can lead to conflicts and is discouraged. Absolutely no gifts are to be given to staff, and staff members are not allowed to give gifts to participants.

“Loaning” or “borrowing” of any items between participants is strongly discouraged. If there is any loaning/borrowing, participants are encouraged to do so in a responsible manner. There is to be no “loaning” or “borrowing” between participants and staff.

## **Boy and Girl Friends**

It is okay for you to have a girlfriend or boyfriend. Your interactions need to be appropriate and not make others feel uncomfortable. You should remember to keep your personal space when you are with your boyfriend/girlfriend and with other participants. Initiating any unwanted physical contact is unacceptable. Maintaining adequate personal space (i.e., arm’s length or farther) from others is strongly encouraged.

## **Sex Education**

MRSI supports the concept that with knowledge comes responsibility. It is MRSI’s policy to refer you to resources that enable you to make responsible decisions concerning your sexuality.

MRSI staff is not trained to support pregnant women or infants in residential facilities, therefore, referrals will be made if necessary.

## **IX. TOBACCO, DRUGS & ALCOHOL**

Tobacco use is hazardous to your health. MRSI supports the “No Tobacco Policy” mandate issued by the Governor of Wyoming for all State Government Offices. If requested, MRSI will assist you in a “stop smoking plan,” including referrals to available resources. Smoking, chewing and/or vaping are not allowed in any MRSI facility, including Community Living Sites, garages, offices, and vehicles. Smoking, chewing and/or vaping are not allowed at any entrance area of any MRSI facility. Appropriate smoking areas have been designated at each MRSI property.

Smoking, chewing and/or vaping use is allowed during break

periods in designated areas, unless otherwise specified in your Plan of Care. Smoking, chewing and/or vaping in an unauthorized area, may result in a minimum fine of \$75.00 per incident and cleaning and damage costs if required. Ashtrays (butt cans) are available for cigarette butts and chewing tobacco in the designated areas. It is suggested that you do not share or borrow tobacco or vaping products with any other person. It may be specified in your IPC that tobacco/vaping products or lighting materials are kept for safekeeping by your staff. Vaping products should not be left in common areas. Smoking, chewing and/or vaping between the hours of 10:15 p.m. and 6:00 a.m., except on late nights (Friday and Saturday and/or Holidays) is strongly discouraged and based on staff availability.

Alcohol and/or illegal substances are strictly forbidden on any MRSI property. Persons suspected of being under the influence may be asked to be tested for alcohol/illegal substance use and may not be transported in an MRSI vehicle, ensuring the safety of others. If necessary, law enforcement may be contacted.

## **X. FINANCES**

MRSI has the following procedures for handling the funds of person's served.

1. The representative payee for your funds is obligated to follow Social Security and State/Federal laws regarding your money. MRSI provides payee and accounting services to help with finances utilizing individual checking accounts. Unless you have a payee, guardian or conservator who manages your funds, you will receive assistance in opening a checking account at a local bank.
  - a. Procedures when MRSI is your payee:

- Please advise your program coordinator of the level of involvement you want regarding finances.
- The checking account will list you as the owner of the funds and MRSI as the financial agent or representative payee. You will not have direct access to the account.
- MRSI receives your monthly benefits and must use the money to pay for your current needs, including: Room and board; medical and dental expenses; personal care items; clothing and rehabilitation expenses. After paying those expenses, MRSI will use your money to pay any past-due bills you may have, assist with spending money, and your requests for needs or wants including entertainment activities, etc.
- You give informed consent for personal expenditures by signing a check request.
- You have access to your financial records (review account balance, expenditures, monthly reconciliation, etc.) through appointments with a MRSI representative. You also have access to assistance in understanding and reviewing financial obligations, needs and wants. As emergencies or unplanned expenses/activities do occur, a reasonable balance of funds is recommended.
- Your account is reconciled monthly by a MRSI representative. The individual responsible for writing and/or signing your checks will not be the person responsible for reconciling your account. If you have an interest-bearing account, the amount will be credited to your account.

- If you leave the program and do not wish to close your account out immediately, we will keep it open and remain payee until the 15<sup>th</sup> of the next month following 60 days from your departure from the program.
- If the participant passes away we will follow the guidelines set by social security and the remaining funds will be paid out to the POD on the account upon the closing of the account once all bills are paid.

2. MRSI has established the following procedures and fee schedule for client charges.

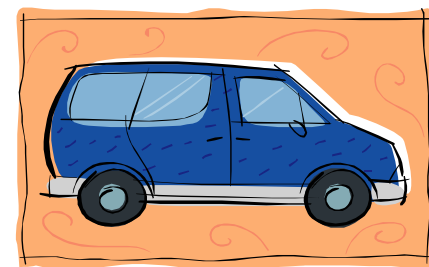
- a. Room and board is charged to each participant based on 70% of all unearned income and collected on a monthly basis. The amount that is allocated for food is pooled with the other house mates and is used to buy groceries for house meals, some healthy snacks and additional meal options when the meal being prepared is not desired. If you receive food stamps then the amount you receive will be deducted from the food portion of your room and board.
- b. MRSI now has internet at the community living sites for company purposes. Participants who choose to utilize the internet will be charged a \$5.00 access fee per month effective June 1, 2025.
- c. Smoking, chewing and/or vaping in an unauthorized area, may result in a minimum fine of \$75.00 per incident and cleaning and damage costs if required.
- d. Fee Schedule for repairs to MRSI property:
  - Repairs are reimbursed based on actual charges incurred from vendors to make the repairs. When repairs are needed, a purchase order is

filled out and repairs made. Then a Client Reimbursable Repairs and Supplies form is completed and a copy of the purchase order and receipts are attached and given to a MRSI representative, who in turn prepares a check to reimburse for repairs. If MRSI is not the payee representative, an invoice will be submitted to the appropriate representative for payment.

- If there are holes that need patched in the houses or at the center, the patches are made, and a Client Reimbursable Repairs and Supply form is completed. The fee is \$25.00 per hole. If more is needed than a simple patch, the repair is completed as listed above.

## XI. TRANSPORTATION AND SAFETY

MRSI provides transportation to all activities that are related to the services you are receiving. However, the participant needs to be aware that MRSI cannot always go “on the spur of the moment.” If MRSI is not able to transport at the time you desire, please remember that other modes of transportation are available, including taxis and natural resources. Keep in mind; if alternative transportation is utilized, you are responsible for the cost. Opportunities to learn about and utilize the public transportation system including buses, taxis, bikes and walking will be provided and encouraged, especially if living outside an MRSI owned property (Supported Living for example).



There may be transportation charges for out of the ordinary rides such as to the airport for vacation or a special trip that is not service related and involves no other participants.

Whenever you are in an MRSI vehicle, it is required that you wear your seatbelt and wear it correctly. As there are some people who are at risk of exiting a moving vehicle, child locks may be utilized. There will be no eating, drinking, or smoking in any MRSI vehicle. Everyone should clean their trash from the vehicles at the end of each ride. At times, specific seating arrangements may be implemented for the fairness and safety of all.

## **XII. ACCIDENTS, ILLNESSES AND EMERGENCIES**

Staff will report accidents, seizures, and illnesses to the appropriate personnel, as soon as it is safe to do so. You need to let someone know when you are ill or hurt. Staff will assist you in getting medical attention, if needed.

Unannounced emergency drills will be conducted during residential and day services as required by the state and MRSI's accrediting entity (CARF). You will need to learn to recognize the alarm system and the appropriate response for each emergency.

You must maintain a clean, safe environment for yourself and others. Staff will assist as appropriate and ensure safety hazards are avoided. This may include cleaning your room in extreme situations.

## **XIII. STAFF TRAINING**

The Human Resource Department screens and interviews all direct care staff who work with the participants. This includes background checks, drug testing and prior work verification.

Once hired, and annually throughout employment (and depending upon job duties), staff participate in extensive training with the emphasis on abuse/neglect, behavior plans, informed choice, person-centered planning, Code of Ethics, blood borne pathogens, boundaries, cultural competency, diversity and inclusion, documentation, driving video, emergency disaster planning, HIPAA, environmental safety including hazardous materials, mental illness, participant specific training, Participant Handbook, Day/Residential Habilitation training, Employee Guidelines, pericare, personal protective equipment, sexual harassment, seizures, universal precautions and tuberculosis. All Direct Support Professionals are required to be certified in CPI/NCI, CPR and First Aid.

Training is an important component of MRSI services. All staff members are specifically trained for each participant prior to working with that person (Participant Specific Training). Training is done as needed throughout the year.

## **CPI/NCI POSITIVE BEHAVIORAL INTERVENTION**

Staff members that will be working with you are trained in positive behavior techniques as well as the Crisis Prevention Institute, Nonviolent Crisis Intervention Training Program. This program teaches staff members to provide Care, Welfare, Safety and Security for everyone through positive behavioral interventions, using the least restrictive procedures. MRSI is committed to a system that nurtures personal growth and dignity and it supports the use of positive approaches and supports.

The Nonviolent Crisis Intervention Program is designed to aide staff assisting you in the management of your actions, whether they are positive, negative or assaultive. Staff may use verbal, nonverbal, and/or para verbal skills learned in this program to assist with



varying forms of anxiety. They may use physical restraint only if there is a threat of harm to you or another person, and will only be used as a last resort. Law enforcement will be contacted. MRSI will report all use of restraints to your guardian, case manager and the HCBS Section as required. The physical techniques taught in the program are never used for punishment, retaliation, coercion, intimidation, and will only be used as a last resort. MRSI will provide for your safety and the safety of others to include calling law enforcement. When law enforcement is contacted, legal consequences will be followed.

#### **XIV. WHAT WILL HAPPEN IF YOU HARM YOURSELF OR OTHERS?**

Threats or serious actions toward self/others, or repeated disregard for the guidelines listed in this Participant Handbook could result in any of the following actions depending on the severity of the situation:

**Verbal reminders:** MRSI administrative staff may have a meeting with you, your guardian and case manager to discuss the infraction and consequences of repeating such actions.



**Written reminders:** MRSI administrative staff may choose to write up a reminder for you to sign. A copy will be placed in your file and given to you, your guardian and case manager.

**Termination:** If MRSI determines it can no longer meet your needs, the administrative staff will inform you, your guardian and case manager by giving a written 30 day notice of pending termination. The notice will include:

- What behavior poses the danger to you, other participants or staff;
- What MRSI has done to try to help you control that behavior;
- Your response to MRSI’s efforts;
- Date of termination;
- Recommendation of who may be appropriate to serve you.

#### **XV. WHAT IF YOU DISAGREE WITH A DECISION MADE BY MRSI TO DISMISS YOU?**

You can request a fair hearing within five (5) days (Monday through Friday, excluding holidays) of receiving your written notice of the termination from services and/or the additional actions by the program. You may use the “Request for Fair Hearing Form” found at the end of this handbook to inform the Board of Directors of MRSI that you disagree with the action taken and/or proposed to be taken. If the five (5) day period passes without a request, the action stands and will not be subject to further hearing.

~ Your “Request for Fair Hearing” should be made to the Board of Directors of MRSI. Your letters should be sent to:

Chairman of the Board  
Mountain Regional Services, Inc.  
50 Allegiance Circle  
Evanston, WY 82930

~ A hearing shall be set by the Board no later than five (5) days (Monday through Friday, excluding holidays) from receipt of your request. You and your guardian shall be immediately notified by certified mail or personally served with notice of the time and place of the hearing. The date of

hearing may be set later only by your request or the request of your guardian, advocate, or attorney.

- ~ You have the right to bring a lawyer, relative, friend, or other spokesman to represent or help you at your fair hearing. You may have witnesses at the fair hearing to testify on your behalf, you may present evidence, and you or your representative may ask questions of your witnesses and the witnesses called by the program.
- ~ You will be notified of the decision of the board no later than two (2) days after the date of your fair hearing (Monday through Friday, excluding holidays).
- ~ If you do not agree with the decision made at your fair hearing and you are funded by the HCBS Section, you should contact the HCBS Section in writing no later than ten (10) days after you receive the decision of the Board, that you disagree and what action you want the HCBS Section to take. Your letter should be sent to:

Program Operations Manager  
Home and Community Based Services  
122 W. 25th Street, 4 West  
Cheyenne, WY 82002

Or you may complete a Complaint Form on-line  
<https://wyoimprov.com/ComplaintSubmission.aspx>

- ~ If you do not agree with the decision and you are not funded by the HCBS Section, you may take further legal action by contacting a private lawyer.

**MRSI reserves the right to react to any incident as the severity**

**of the infraction and overall interest of the persons at MRSI may require.**

MRSI will report critical incidents, as mandated by the State of Wyoming.

## **XVI. HOW DO YOU REPORT A COMPLAINT (GRIEVANCE)?**

### **I. POLICY**

A grievance policy/procedure is available to participants (or those acting on behalf of the participant) for reporting any possible concerns. Concerns may include: Participant right's violations, abuse, neglect, general complaints regarding services at MRSI, etc. This policy/procedure is intended to promote timely and satisfactory attention and resolution, resolve grievances at the lowest level possible, and to ensure participants have input into the process without fear of reprisal.

### **II. PROCEDURE**

#### **A. Internal Process (Informal Complaint)**

1. Following preferred sequence:  
You may choose at any time to involve an external representative; however, it is advisable that grievances first be pursued internally and at the lowest level necessary to achieve resolution. Grievances may be verbal or written. If verbal, the person you are discussing the grievance with needs to assist in writing the complaint.

At each level, the grievance will be discussed individually with the

participant. A case narrative/written report of each meeting will be entered into the participant file. The procedure will continue with each step until resolved or all levels of appeal have been exhausted. The grievance form can be found in the back of this handbook and is available to you at all times.

Upon completion, the written grievance should be given to the program coordinator.

2. The program coordinator will determine who should respond to the concern(s) and send a copy of the form to the designated responder. The responder may be a coordinator, supervisory staff, human resources, etc.

The responder will investigate the situation and send the documented response to the program coordinator. The program coordinator will review the response and forward the response to you. The program coordinator may conduct a second investigation into the area of concern, which may include taking the complaint to the grievance team, and then provide you with a written response.

It is expected that you will receive a written response within ten (10) working days (exclusive of weekends and holidays). If this cannot be accomplished, you will be notified by the program coordinator in writing that the investigation requires extra time and will be given information as to when a response will be available, with a maximum extension time period of an additional ten (10) days (exclusive of weekends and holidays).

3. Complainants who are dissatisfied with the results of this process should then contact the CEO for a response.

**B. External Process (Formal Complaint):** All participants

may contact external advocacy organizations, and may ask for the address and the telephone numbers where grievances may be registered or appointments may be made to meet with an advocate. These organizations include, but are not limited to:

- a. Protection and Advocacy, Inc.
- b. Private attorneys
- c. Legal services
- d. Other mental health, legal and family consumer organizations
- e. The Department of Family Services

It is advised that if a participant wants to utilize an external agency, they contact the agency for an appointment.

## **XVII. PARTICIPANT RIGHTS**

### **A. WHAT ARE YOUR RIGHTS?**

1. You have the same rights all citizens have, unless some of those rights have been restricted or taken away by a judge, a legal guardian, because of your age, or due to emergency conditions.
2. No one has the right to hurt you, take advantage of you, or ignore your needs.
3. You have the right to freedom from coercion.
4. You have the right to be free from undue restraints that are mechanical, physical, or chemical. If a restraint becomes necessary for safety reasons, you have the right to expect written procedures in your plan of care and that all of your providers are trained in these procedures.
5. You have the right to be free from seclusion, and your provider cannot use seclusion to punish you.

6. You have the right to choose where you live and receive services in the least restrictive environment where you can make as many of your own decisions as possible. This may be with your family, with friends, alone, or where people are trained to help you.
7. All settings must be physically accessible.
8. You have the right to move freely in and outside of your residence in accordance with the services and supports pages on your plan of care. You have the right to access the community.
9. You have the right to privacy, dignity, and respect during services and care of personal needs, such as in matters of toileting and bathing.
  - a. If there are restrictions to this right because of your disability, age, or health and safety needs, you still have the right to the highest level of dignity and respect and the restriction shall be described in your plan.
  - b. You have the right to on-going training and support in order to perform as much of your personal care tasks as possible by yourself.
  - c. You have the right to assurances that your privacy is not violated by another person, including staff. You may ask staff for their help if needed.
  - d. You have right to have locks on sleeping and living quarter doors.
10. You have the right to individually-tailored support services, which reflect your needs and desires.
11. You have the right to participate in your own plan of care development, to be informed of your treatment program, its development or changes, and the results of examinations, evaluations and assessments. You have the right to participate in decisions made about those plans. Your team and you will develop a plan at least once every year and review it at six months or more often, if needed.
12. You have the right to have assistance in knowing about, securing, and retaining basic entitlements, community resources, or services for which you are eligible.
13. You have the right to keep and use personal possessions and property.
14. You have the right to own, choose, and wear your own clothing.
15. You have the right to keep and spend money. It may be restricted by a representative payee, if requested or required by Social Security. You may request training from your provider in managing your money.
16. You have the right to send and receive unopened mail. If you need assistance to open, read, or send mail, you along with your team members will describe in your plan how you want to be assisted.
17. You have the right to receive visitors and to communicate and associate with persons of your choice (including making and receiving phone calls). If this right is restricted by a legal guardian, judge, or provider, then the restriction shall be described in your plan and you shall be informed of the specifics to the restriction.
18. If you live with other waiver participants in a home with staff, you may help make decisions about your home, including the location of your room, furnishings, and have input on with whom you live.
19. You have freedom and support to access food at any time.
20. You have control over your own schedule and activities. You can choose to participate or not participate in any activity within your home or in the community.
21. You have the right to practice your faith and religion.
22. You have the right to go to public school until the end of the

school year that you reach age 21.

23. You have the right to be informed of and give your consent to medical, sexual or financial issues. If you are unable to fully understand and give consent by yourself, you still have the right to be informed of your decision responsibilities, the possible risks, and to assist your guardian in making these decisions.
24. Only a judge can give you a guardian. That guardian may be a parent or another adult. This hearing is considered due process.
25. You have the right to receive medical treatment. Unless ordered by a court order or required by your guardian, you can refuse medical treatment, medication, or drugs used as restraints.
26. You have a right to confidentiality of your personal information and records.
  - a. Controlled access to your personal information and medical records is outlined in Chapter 45 Provider Certification and Sanctions and in HIPAA regulations.
  - b. Information about you shall not be released to persons who have no legal right to it.
  - c. Emergency personnel may have access to critical information about you due to health and safety matters.
27. You can change your mind about any or all of the services you receive, unless you have a guardian.

For more information, you can review the Wyoming Administrative Rules-Department of Health - Chapter 45: Section 4. Rights of Participants Receiving Services on the Secretary of State Website at <https://rules.wyo.gov/>.

**To review other Medicaid Chapters, visit <https://rules.wyo.gov/>.**

1. Select *Current Rules*
2. Select *Health, Department of (048)*
3. Select *Medicaid (0037)*
4. Chapter 45: DD Waiver Provider Standards, Certification and Sanctions

You may also ask for a printed copy of the rules and have a MRSI staff review them with you if you would like.

## **B. YOUR RESPONSIBILITIES**

As a participant and/or legal guardian of a participant in the Home and Community-Based Services, these are some of your main responsibilities:

1. You shall choose among options, providers, alternatives available and have choices respected.
2. You should know about, and abide by, the rules and regulations of the service providers you choose.
3. You should participate in the individual program planning process.
4. You shall learn about rights and restrictions and be an active participant in any discussion about possible restrictions to your rights.
5. You shall not interfere with anyone else's efforts to meet their plan of care goals.
6. You shall abide by all rules, laws and expectations of the community.
7. You need to take care of your personal property and protect it from theft or loss. If you need assistance with this responsibility, you should notify your staff and team of how they can assist you.

8. You should ask any questions about your responsibilities, if information or directions are not understood.
9. If you damage MRSI property or other person's property, you will be responsible for the repair or replacement of such damages. This means you may be required to pay for the repairs or replacement.
10. You should understand that staff and providers also have the right to safety and be free from abuse.

### **C. YOUR CHOICE**

1. You have the right to choose another service provider.
2. Your case manager will inform you about your choices and will provide you with a list of providers who have been approved to serve the area in which you live.
3. Your service provider should assist and cooperate with your request to move to another service provider, including any changes to your plan that are needed and attending a transition meeting.
4. Your service provider also has the right to terminate services if they cannot adequately meet your needs.

### **XVII. D. HOME AND COMMUNITY-BASED WAIVER PRINCIPLES AND RESPONSIBILITIES**

As a participant, you will be expected to follow the rules and responsibilities listed below, including the rules to participate in a provider's program. You, and your guardian if you have one, should be informed of these rules and expectations by the program provider and/or your case manager.

1. Your service provider should invite you to participate in meetings where your plan of care, services and supports are discussed and decisions are made. Your team and you will

develop a plan for you at least once every year and review it every six months, or more often if needed.

2. You can receive home and community based supports and training programs, within program rules.
  - a. These services and supports will help you do things for yourself, while making sure of your health and welfare in the community.
  - b. They will supplement, rather than replace, your natural supports such as family and friends, and other non-waiver resources.
  - c. They may also prevent the need for admission to institutional services.
  - d. You should be advised in writing of all the waiver services available, the rules to enroll and participate, and of any changes in these that occur.
  - e. Your program coordinator and case manager will explain this information to you.
3. If you can give informed consent in your life on issues regarding medical, sexual, or money matters, then your case manager and providers shall identify on the plan of care that you are capable.
  - a. If you are not capable of informed consent in one or more of those areas, then your case manager and team shall explain how they will help you to become more independent in these issues.
  - b. Your guardian or you should give written consent prior to the implementation of any restrictive program or technique. You shall be informed of and aware of the risks, benefits, alternatives, right to refuse and consequences. Informed consent should be specific, separate, and in writing.
4. Your provider shall inform you of any restrictions that may be placed on you.

- a. This should only be done for reasons outlined in your Positive Behavior Support Plan and/or due to medical concerns, and with the approval of your service planning team.
  - b. Your case manager, your guardian, and you should review any decision to restrict your rights.
5. If you have a positive behavioral support plan that is restrictive, then:
- a. It should follow the rules outlined in Chapter 45, Sections 28 & 29 of Wyoming Medicaid rules
  - b. Your service planning team should approve it, and
  - c. Your guardian or you should agree to it in writing.
  - d. Your guardian or you may change your mind and refuse to give approval.
6. Your provider shall inform you of any use of restraints in your plan of care.
- a. If a restraint is used on you, which is not described in your plan of care, your case manager, team and you shall meet to modify your plan and address the use of a restraint.
  - b. The team should follow the restraint rules for emergency use outlined in rules.
7. Any use of sensory or adaptive equipment should be evaluated according to the mechanical restraint definition.
- a. If the equipment meets the definition, the plan should follow the Restraint Standards in rule.
  - b. The use of such equipment shall be approved by you or your guardian in writing on a plan of care before they are used.
8. Providers shall inform you and/or your guardian, on “house rules” and if they might interfere with your plan of care, personal choices, personal space, or freedom to move within your home or outside you home.

- a. Items that should be addressed may include: telephone availability and usage, visitors, curfews, smoking, transportation availability, food availability, any locked cabinets, food, or personal items, menu changes or food options available, household items, groceries, or utilities not purchased by the provider under room and board expenses.
9. It will be your choice to stay with a provider and abide by their rules or choose another place to live.
10. You have a right to a grievance procedure. You shall be told by your waiver provider how to make a complaint.

#### **XVII. E. INFORMED CONSENT AND THE DIGNITY OF RISK**

Informed consent is an ability to understand information necessary to make a voluntary decision about something, free from coercion. You can show informed consent by verbal expression of understanding, or through your responsible behavior. You are able to make decisions based on your own values (things that are important to you) and goals (things you want to achieve in your life.) If you have a guardian, there are areas of your life where you should not give informed consent by yourself.

- 1. You have a right to make choices, even if those choices place some level of risk to your health or safety.
- 2. Your team may remind you of your values and goals you have for yourself in order to assist you with making good decisions.
- 3. You may knowingly and willingly choose to take risks that team members may not be able to support.
- 4. You have a responsibility to yourself, the people you live with, and to your community to seek advice or information

before making risky choices.

- a. In these instances, possible natural consequences of your actions will be explained to you by your team or people whom you respect. Consequences can include termination of services from the provider if you continually place others or yourself at risk because of your choices.
  - b. You will be educated on safety measures you can take, if you knowingly do something that may risk your health and safety.
  - c. Your choices shall be documented by staff or team members, to include a description of the situation and choice that may place your health or safety at risk, advice given, who was contacted, and any other information or incident reports that help your team address the risk.
5. Your case manager and team shall discuss with you the situation or choices you made that placed your health and safety at risk, and the consequences.
  6. Your providers have the right to refuse services to you if they feel the risks you take are unsafe and they cannot provide a safe environment for you.
  7. You understand that your team is not obligated to support you in any way if you choose to place yourself in jeopardy. You will hold yourself accountable for the decisions that you make.

**IS THERE SOMEONE WHO CAN HELP YOU MAKE SURE YOUR RIGHTS ARE PROTECTED?**

Protection and Advocacy System, Inc. (P & A) is the official private, non-profit Wyoming Corporation authorized by Congress to provide advocacy services for various people with disabilities. P

& A administers several programs, one of which is described below. Each program is authorized under a different law and federal funding source.

**PROTECTION & ADVOCACY SYSTEM, INC**

Cheyenne office  
7344 Stockman Street  
Cheyenne, Wyoming 82009  
Voice or Relay (307) 632-3496  
wypanda@wypanda.com

You will never be denied access to P & A, but you may be encouraged to do so when calm. You may have assistance if you request it.

**Intellectual Disabilities Program**

This program was authorized to protect the civil rights of Wyoming citizens of any age who have an intellectual disability. This program investigates problems related to the protection of participant rights including, but not limited to such issues as:

- Right to delivery of educational services
- Appropriateness of placement
- Denial of due process in treatment
- Placement or review
- Right to services delivered in a non-discriminatory fashion



- Social service entitlement (administrative and legal representation in Social Security matters)

### **XVIII. ACCESS TO YOUR FILE**

#### **Internal MRSI Information Access:**

Any paper files are to remain locked at all times. Access to participant files and information within those files is restricted to staff who work directly with a particular person. Access to information within a particular participant file is restricted to that information which is of specific use to a specific staff member and is not for general reading. All participants can have access to review and/or see the information contained in their own file. Participants need to contact their Program Coordinator if they would like to see their file.

MRSI utilizes an electronic filing storage program. Server security is password protected and encrypted so that only authorized user names can log in. There are no guest logins. Servers are secured in a locked room.

#### **Outside of MRSI:**

No written or verbal information may be released to any source without prior written permission by you or your guardian.

Exceptions to this policy are made only to agencies that have permission due to State or Federal Law.

Verbal reports may be made to agencies that are cooperating in joint services once a release of information has been obtained. Only information which is generated by MRSI may be released by

MRSI.

### **XIX. NOTICE OF PRIVACY PRACTICES:**

**Effective: April 14, 2003**  
**Amended: February 1, 2006**  
**Amended: April 1, 2011**

#### **THIS NOTICE DESCRIBES HOW PROTECTED HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION**

#### **PLEASE REVIEW IT CAREFULLY**

This notice will tell you how we may use and disclose protected health information about you. Protected health information means any health information about you that identifies you or for which there is a reasonable basis to believe the information can be used to identify you. This notice also will tell you about your rights and our duties with respect to protected health information about you. In addition, it will tell you how to complain to us if you believe we have violated your privacy rights.

#### **How We May Use and Disclose Protected Health Information About You.**

We use and disclose protected health information about you for a number of different purposes. Each of those purposes is described below.

#### **For Treatment.** (45 CFR 164.520 (b)(1)(ii)(A))

We may use protected health information about you to provide,

coordinate or manage your health care and related services by both us and other health care providers. We may disclose protected health information about you to doctors, nurses, hospitals and other health facilities who become involved in your care. We may consult with other health care providers concerning you and as part of the consultation share your protected health information with them. Similarly, we may refer you to another health care provider and as part of the referral share protected health information about you with that provider. For example, we may conclude you need to receive services from a physician with a particular specialty. When we refer you to that physician, we also will contact that physician's office and provide protected health information about you to them so they have information they need to provide services for you.

**For Payment.** (45 CFR 164.520 (b)(1)(ii)(A))

We may use and disclose protected health information about you so we can be paid for the services we provide to you. This can include billing you, your insurance company, or a third party payer. For example, we may need to give your insurance company information about the health care services we provide to you so your insurance company will pay us for those services or reimburse you for amounts you have paid. We also may need to provide your insurance company or a government program, such as Medicare or Medicaid, with information about your medical condition and the health care you need to receive to obtain and determine if you are covered by that insurance or program.

**For Health Care Operations.** (45 CFR 164.520 (b)(1)(ii)(A))

We may use and disclose protected health information about you for our own health care operations. These are necessary for us to operate MRSI and to maintain quality health care for our participants. For example, we may use protected health information about you to review the services we provide and the performance of

our employees in caring for you. We may disclose protected health information about you to train our staff and students working with MRSI. We may also use the information to study ways to more efficiently manage our organization.

**How we will contact you.**

Unless you tell us otherwise in writing, we may contact you by either telephone or by mail at either your home or office. At either location, we may leave messages for you on the answering machine or voice mail. If you want to request that we communicate to you in a certain way or at a certain location, see "Right to Receive Confidential Communications".

**Appointment Reminders.** (45 CFR 164.520 (b)(1)(iii)(A))

We may use and disclose protected health information about you to contact you to remind you of an appointment you have with us.

**Treatment Alternatives.** (45 CFR 164.520 (b)(1)(iii)(A))

We may use and disclose protected health information about you to contact you about treatment alternatives that may be of interest to you.

**Health Related Benefits and Services.** (45 CFR 164.520 (b)(1)(iii)(A))

We may use and disclose protected health information about you to contact you about health related benefits and services that may be of interest to you.

**Individuals Involved in Your Care.** (45 CFR 164.510 (b))

We may disclose to a family member, other relative, a close personal friend, or any other person identified by you, protected health information about you that is directly relevant to that person's involvement with your care or payment related to your

care. We also may use or disclose protected health information about you to notify, or assist in notifying, those persons of your location, general condition, or death. If there is a family member, other relative, or close personal friend that you do not want us to disclose protected health information about you, please notify or tell our staff member who is providing care to you.

#### **Personal Representatives.** (45 CFR 164.502 (g)(1))

In general, MRSI should treat a personal representative as the individual with respect to protected health information under the Privacy Rule unless an exception applies. Personal representatives are those people who, under applicable law, have the authority to act on behalf of an individual in making health care decisions for the individual.

#### **Types of Personal Representatives**

1. Persons who have broad authority to act on the behalf of a living individual in making health care decisions. The covered entity should treat this type of personal representative as the individual for all purposes under the Privacy Rule, unless an exception applies.

**Example:** a parent with respect to a minor child or a legal guardian of a mentally incompetent adult.

2. Persons who have the authority to act on behalf of a living individual in only limited health care situations. The covered entity should only treat this type of personal representative as the individual under the Privacy Rule with respect to protected health information related to the limited health care situation for which the personal representative has authority to act.

**Example:** a person has an individual's limited health care power of attorney only regarding the individual's use of artificial life support. In this example, the covered entity should only treat the personal representative as the individual, under the Privacy Rule, with respect to protected health information relevant to the use of

artificial life support, and not for other health care decisions.

3. Persons who have the authority to act on behalf of a deceased individual or his/her estate, which does not have to include the authority to make decisions related to health care.

**Example:** a person may be the executor of an individual's estate - in such a case, the covered entity should treat this type of personal representative as the individual for all purposes under the Privacy Rule.

#### **Exceptions to the General Rule**

1. The Privacy Rule specifies three circumstances in which the parent, guardian, or other person acting in loco parentis (parent) is not the personal representative with respect to certain health information about his or her unemancipated minor child. In these situations, the parent does not control the unemancipated minor's health care decisions and, thus, under the Privacy Rule, does not control the protected health information related to that care. The three exceptional circumstances when a parent is not the unemancipated minor's personal representative are:

a. **When State or other law does not require the consent of a parent or other person before a minor can obtain a particular health care service, and the minor consents to the health care service.**

**Example:** A State law provides an adolescent the right to obtain mental health treatment without the consent of his or her parent, and the adolescent has consented to such treatment without the parent's consent.

b. **When a court determines or other law authorizes someone other than the parent to make treatment decisions for a minor.**

**Example:** A court may grant authority to make health care decision(s) for the minor to an adult other than the parent or to the minor, or the court may make the decision(s) itself.

c. **When a parent agrees to a confidential relationship between**

**the minor and the physician.**

**Example:** A physician asks the parent of a 16-year-old if the physician can talk with the child confidentially about a medical condition and the parent agrees.

**Important Note:** Even in these three exceptional circumstances in which the parent is not the personal representative of the minor under the Privacy Rule and is not treated as the individual under the Privacy Rule, the Privacy Rule permits the covered entity to disclose to a parent, or provide the parent access to, an unemancipated minor's protected health information, if there is State or other law that requires or permits such disclosure or access. Likewise, even in these three exceptional circumstances, the Privacy Rule permits the covered entity to refuse to disclose to a parent, or refuse to provide the parent access to, an unemancipated minor's protected health information, if there is State or other law that prohibits such disclosure or access. Further, in these three exceptional circumstances, if State or other law is silent or unclear concerning parental access to the minor's protected health information, the Privacy Rule permits a covered entity to have discretion to provide or deny a parent with access to the unemancipated minor's protected health information, if doing so is consistent with State or other applicable law, and provided the decision is made by a licensed health care professional in the exercise of professional judgment.

2. When a physician or covered entity reasonably believes that an individual, including an unemancipated minor, has been or may be subjected to domestic violence, abuse or neglect by the personal representative, or that treating a person as an individual's personal representative could endanger the individual, the covered entity may choose not to treat that person as the individual's personal representative, if in the exercise of professional judgment, doing so

would not be in the best interests of the individual.

**Disaster Relief.** (45 CFR 164.510 (b)(4))

We may use or disclose protected health information about you to a public or private entity authorized by law or by its charter to assist in disaster relief efforts. This will be done to coordinate with those entities in notifying a family member, other relative, close personal friend, or other person identified by you of your location, general condition or death.

**Required by Law.** (45 CFR 164.512 (a))

We may use or disclose protected health information about you when we are required to do so by law.

**Public Health Activities.** (45 CFR 164.512 (b))

We may disclose protected health information about you for public health activities and purposes. This includes reporting medical information to a public health authority that is authorized by law to collect or receive the information for purposes of preventing or controlling disease. Or, one that is authorized to receive reports of child abuse and neglect.

**Victims of Abuse, Neglect or Domestic Violence.** (45 CFR 164.5128)

We may disclose protected health information about you to a government authority authorized by law to receive reports of abuse, neglect, or domestic violence, if we believe you are a victim of abuse, neglect, or domestic violence. This will occur to the extent the disclosure is: (a) required by law; (b) agreed to by you; or, (c) authorized by law and we believe the disclosure is necessary to prevent serious harm to you or to other potential victims, or, if you are incapacitated and certain other conditions are met, a law enforcement or other public official represents that immediate

enforcement activity depends on the disclosure.

**Health Oversight Activities.** (45 CFR 164.512 (d))

We may disclose protected health information about you to a health oversight agency for activities authorized by law, including audits, investigations, inspections, licensure or disciplinary actions. These and similar types of activities are necessary for appropriate oversight of the health care system, government benefit programs, and entities subject to various government regulations.

**Judicial and Administrative Proceedings.** (45 CFR 164.512 (e))

We may disclose protected health information about you in the course of any judicial or administrative proceeding in response to an order of the court or administrative tribunal. We also may disclose protected health information about you in response to a subpoena, discovery request, or other legal process but only if efforts have been made to tell you about the request or to obtain an order protecting the information to be disclosed.

**Disclosures for Law Enforcement Purposes.** (45 CFR 164.512 (f))

We may disclose protected health information about you to a law enforcement official for law enforcement purposes:

- a. As required by law.
- b. In response to a court, grand jury or administrative order, warrant, or subpoena.
- c. To identify or locate a suspect, fugitive, material witness or missing person.
- d. About an actual or suspected victim of a crime and that person agrees to the disclosure. If we are unable to obtain that person's agreement, in limited circumstances, the information may still be disclosed.
- e. To alert law enforcement officials to a death if we suspect the death may have resulted from criminal conduct.

f. About crimes that occur at our facility.

g. To report a crime in emergency circumstances.

**Coroners and Medical Examiners.** (45 CFR 164.512 (g)(1))

We may disclose protected health information about you to a coroner or medical examiner for purposes such as identifying a deceased person and determining cause of death.

**Funeral Directors.** (45 CFR 164.512 (g)(2))

We may disclose protected health information about you to funeral directors as necessary for them to carry out their duties.

**Organ, Eye or Tissue Donation.** (45 CFR 164.512 (h))

To facilitate organ, eye or tissue donation and transplantation, we may disclose protected health information about you to organ procurement organizations or other entities engaged in the procurement, banking or transplantation of organs, eyes or tissue.

**Research.** (45 CFR 164.512 (I))

Under certain circumstances, we may use or disclose protected health information about you for research. Before we disclose protected health information for research, the research will have been approved through an approval process that evaluates the needs of the research project with your needs for privacy of your protected health information. We may, however, disclose protected health information about you to a person who is preparing to conduct research to permit them to prepare for the project, but no protected health information will leave MRSI during that person's review of the information.

**To Avert Serious Threat to Health or Safety.** (45 CFR 164.512)

(j)

We may use or disclose protected health information about you if

we believe the use or disclosure is necessary to prevent or lessen a serious or imminent threat to the health or safety of a person or the public. We also may release information about you if we believe the disclosure is necessary for law enforcement authorities to identify or apprehend an individual who admitted participation in a violent crime or who is an escapee from a correctional institution or from lawful custody.

**Military.** (45 CFR 164.512 (k)(1))

If you are a member of the Armed Forces, we may use and disclose protected health information about you for activities deemed necessary by the appropriate military command authorities to assure the proper execution of the military mission. We may also release information about foreign military personnel to the appropriate foreign military authority for the same purposes.

**National Security and Intelligence.** (45 CFR 164.512 (k)(2))

We may disclose protected health information about you to authorized federal officials for the conduct of intelligence, counter-intelligence, and other national security activities authorized by law.

**Protective Services for the President.** (45 CFR 164.512 (k)(3))

We may disclose protected health information about you to authorized federal officials so they can provide protection to the President of the United States, certain other federal officials, or foreign heads of state.

**Inmates; Persons in Custody.** (45 CFR 164.512 (k)(5))

We may disclose protected health information about you to a correctional institution or law enforcement official having custody of you. The disclosure will be made if the disclosure is necessary: (a) to provide health care to you; (b) for the health and safety of

others; or, (c) the safety, security and good order of the correctional institution.

**Workers Compensation.** (45 CFR 164.512 (l))

We may disclose protected health information about you to the extent necessary to comply with workers' compensation and similar laws that provide benefits for work-related injuries or illness without regard to fault.

**Other Uses and Disclosures.**

Other uses and disclosures will be made only with your written authorization. You may revoke such an authorization at any time by notifying: MRSI, 50 Allegiance Circle, Evanston, WY 82930, in writing of your desire to revoke it. However, if you revoke such an authorization, it will not have any effect on actions taken by us in reliance on it.

**Your Rights With Respect to  
Medical Information About You.**

You have the following rights with respect to protected health information that we maintain about you.

**Right to Request Restrictions.** (45 CFR 164.520 (b)(iv)(A); 45 CFR 164.522 (a)(1))

You have the right to request that we restrict the uses or disclosures of protected health information about you to carry out treatment, payment, or health care operations. You also have the right to request that we restrict the uses or disclosures we make to: (a) a family member, other relative, a close personal friend or any other person identified by you; or, (b) for public or private entities for disaster relief efforts. For example, you could ask that we not disclose protected health information about you to your brother or

sister.

To request a restriction, you may do so at the time you complete your consent form or at any time after that. If you request a restriction after that time, you should do so in writing to MRSI, 50 Allegiance Circle, Evanston, WY 82930, and tell us: (a) what information you want to limit; (b) whether you want to limit use or disclosure or both; and, (c) to whom you want the limits to apply (for example, disclosures to your spouse).

We are not required to agree to any requested restriction. However, if we do agree, we will follow that restriction unless the information is needed to provide emergency treatment. Even if we agree to a restriction, either you or we can later terminate the restriction.

**Right to Receive Confidential Communications.** (45 CFR 164.520 (b) (iv)(B); 45 CFR 164.522 (b)(1))

You have the right to request that we communicate protected health information about you to you in a certain way or at a certain location. For example, you can ask that we only contact you by mail or at work. We will not require you to tell us why you are asking for the confidential communication.

If you want to request confidential communication, you should do so in writing to the CEO at 50 Allegiance Circle, Evanston, WY 82930. Your request should state how or where you can be contacted.

We will accommodate your request. However, we may, when appropriate, require information from you concerning how payment will be handled.

**Right to Inspect and Obtain a Copy.** (45 CFR 164.520

(b)(iv)(C); 45 CFR 164.524)

With a few very limited exceptions, such as psychotherapy notes, you have the right to inspect and obtain a copy of protected health information about you. To inspect or obtain a copy of protected health information about you, you should submit your request in writing to the CEO at 50 Allegiance Circle, Evanston, WY 82930. Your request should state specifically what protected health information you want to inspect or obtain a copy. If you request a copy of the information, we may charge a fee for the costs of copying and, if you ask that it be mailed to you, the cost of mailing.

We will act on your request within thirty (30) calendar days after we receive your request. If we grant your request, in whole or in part, we will inform you of our acceptance of your request and provide access and copying.

We may deny your request to inspect and copy protected health information if the protected health information involved is:

- a. Psychotherapy notes;
- b. Information compiled in anticipation of, or use in, a civil, criminal or administrative action or proceeding.

If we deny your request, we will inform you of the basis for the denial, how you may have our denial reviewed, and how you may complain. If you request a review of our denial, it will be conducted by a licensed health care professional designated by us who was not directly involved in the denial. We will comply with the outcome of that review.

**Right to Amend.** (45 CFR 164.520 (b) (iv) (D); 45 CFR 164.526)

You have the right to ask us to amend protected health information about you.

You have this right for as long as the protected health information is maintained by us.

To request an amendment, you should submit your request in writing to the CEO at 50 Allegiance Circle, Evanston, WY 82930. Your request should state the amendment desired and provide a reason in support of that amendment.

We will act on your request within sixty (60) calendar days after we receive your request. If we grant your request, in whole or in part, we will inform you of our acceptance of your request and provide access and copying.

If we grant the request in whole or in part, we will seek your identification of and agreement to share the amendment with relevant other persons. We will also make the appropriate amendment to the protected health information by appending or otherwise providing a link to the amendment.

We may deny your request to amend protected health information about you. We may deny your request if it is not in writing and does not provide a reason in support of the amendment. In addition, we may deny your request to amend protected health information if we determine that the information:

- a. Was not created by us, unless the person or entity that created the information is no longer available to act on the requested amendment;
- b. Is not part of the protected health information maintained by us:

- c. Would not be available for you to inspect or copy; or,
- d. Is accurate and complete.

If we deny your request, we will inform you of the basis for the denial. You will have the right to submit a statement of disagreement with our denial. Your statement may not exceed 10 pages. We may prepare a rebuttal to that statement. Your request for amendment, our denial of the request, your statement of disagreement, if any, and our rebuttal, if any, will then be appended to the protected health information involved or otherwise linked to it. All of that will then be included with any subsequent disclosure of the information, or, at our election, we may include a summary of any of that information.

If you do not submit a statement of disagreement, you may ask that we include your request for amendment and our denial with any future disclosures of the information. We will include your request for amendment and our denial (or a summary of that information) with any subsequent disclosure of the protected health information involved.

You also will have the right to complain about our denial of your request.

**Right to an Accounting of Disclosures.** (45 CFR 164.520 (b)(iv)(E); 45 CFR 164.528)

You have the right to receive an accounting of disclosures of protected health information about you. The accounting may be for up to six (6) years to the date on which you request the accounting but not before April 14, 2003.

Certain types of disclosures are not included in such an accounting:



- a. Disclosures to carry out treatment, payment and health care operations;
- b. Disclosures of your protected health information made to you;
- c. Disclosures for national security or intelligence purposes;
- d. Disclosures to correctional institutions or law enforcement officials;
- e. Disclosures made prior to April 14, 2003.

Under certain circumstances your right to an accounting of disclosures may be suspended for disclosures to a health oversight agency or law enforcement official.

To request an accounting of disclosures, you should submit your request in writing to the CEO at 50 Allegiance Circle, Evanston, WY 82930. Your request should state a time period for the disclosures. It may not be longer than six (6) years from the date we receive your request and may not include dates before April 14, 2003.

Usually, we will act on your request within sixty (60) calendar days after we receive your request. Within that time, we will either provide the accounting of disclosures to you or give you a written statement of when we will provide the accounting and why the delay is necessary.

There is no charge for the first accounting we provide to you in any twelve (12) month period. For additional accountings, we may charge you for the cost of providing the list. If there will be a charge, we will notify you of the cost involved and give you an opportunity to withdraw or modify your request to avoid or reduce the fee.

**Right to Copy of this Notice.** (45 CFR 164.520 (b) (iv) (F)

You have the right to obtain a paper copy of our Notice of Privacy Practices. You may obtain a paper copy even though you agreed to receive the notice electronically. You may request a copy of our Notice of Privacy Practices at any time.

You may obtain a copy of our Notice of Privacy Practices over the Internet at our web site, [www.mrsi.org](http://www.mrsi.org) .

To obtain a paper copy of this notice, contact MRSI, 50 Allegiance Circle, Evanston, WY 82930, 307-789-3710.

**Our Duties**

**Generally.**

We are required by law to maintain the privacy of protected health information about you and to provide individuals with notice of our legal duties and privacy practices with respect to protected health information. (45 CFR 164.520 (b)(v)(A)

We are required to abide by the terms of our Notice of Privacy Practices in effect at the time.(45CFR 164.520 (b)(v)(B)

**Our Right to Change Notice of Privacy Practices.**

We reserve the right to change this Notice of Privacy Practices. We reserve the right to make the new notice’s provisions effective for all protected health information that we maintain, including that created or received by us prior to the effective date of the new notice. (45 CFR 164.520 (b)(v)(C).

**Availability of Notice of Privacy Practices.**

A copy of our current Notice of Privacy Practices will be posted in our Wyoming facilities. A copy of the current notice will also be posted on our web site, [www.mrsi.org](http://www.mrsi.org) . In addition, each time you are admitted to services at MRSI, a copy of the current notice will be made available to you.

At any time, you may obtain a copy of the current Notice of Privacy Practices by contacting MRSI at 50 Allegiance Circle, Evanston, WY 82930, 307-789-3710.

**Effective Date of Notice.**

The effective date of the notice will be stated on the first page of the notice.

**Complaints.**

You may complain to us and to the United States Secretary of Health and Human Services if you believe your privacy rights have been violated by us.

To file a complaint with us, contact the Corporate Compliance Officer, MRSI at 50 Allegiance Circle, Evanston, WY 82930, 307-789-3710. All complaints should be submitted in writing.

To file a complaint with the United States Secretary of Health and Human Services, send your complaint to him or her in care of: Office for Civil Rights, U.S. Department of Health and Human Services, 200 Independence Avenue SW, Washington, D.C. 20201. You will not be retaliated against for filing a complaint.

**Questions and Information.**

If you have any questions or want more information concerning this Notice of Privacy Practices, please contact the CEO at 50 Allegiance Circle, Evanston, WY 82930.

**XX. WHAT IS AFFIRMATIVE ACTION?**

No person is excluded from Mountain Regional Services, Inc. because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age (40 or older), disability, or genetic information (including family medical history).

Mountain Regional Services, Inc. actively supports the guidelines of the “Americans with Disabilities Act of 1990” as outlined below:

**Employment:** “No covered entity shall discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.”

**Public Service:** “No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.”

It shall be considered discrimination for a public entity to construct a new, or to alter an existing facility and fail to ensure that the construction or alteration is, to the maximum extent feasible, accessible to and usable by individuals with disabilities, including people using wheelchairs.



**REQUEST FOR FAIR HEARING FORM**

Name: \_\_\_\_\_

Attorney or representative:

Address: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Social Security No: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

I am making this request because \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





**Participant Grievance Form**

Participant Name: \_\_\_\_\_

Date: \_\_\_\_\_

Participant Address: \_\_\_\_\_

Participant's Program Coordinator: \_\_\_\_\_

Person filling out form (if different than Participant): \_\_\_\_\_

Please document your grievance, complaint, or suggestion below. Please be as specific as possible and include details, date, department of concern (Community Housing (Res Hab); Community Integration (Day Hab); Independent Living; etc.), persons involved, etc. Attach extra paper if needed.

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Please state specifically what you would like to have done regarding the above information:

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Participant Signature: \_\_\_\_\_

Please forward this form to the Director of Program Coordination when complete.

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Received : \_\_\_\_\_

Staff assigned to investigate: \_\_\_\_\_

Findings: \_\_\_\_\_

Response to Concern (attach additional paper if needed): \_\_\_\_\_

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Signature of Responder: \_\_\_\_\_ Date: \_\_\_\_\_

Returned to Director of Program Coordination: \_\_\_\_\_ Date: \_\_\_\_\_

Action Taken: \_\_\_\_\_

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Discussed with complainant: \_\_\_\_\_

Is the complainant satisfied with the response: If not, what steps are to be taken if any? \_\_\_\_\_

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Director of Program Coordination Signature: \_\_\_\_\_ Date: \_\_\_\_\_



50 Allegiance Circle  
Evanston, WY 82930  
(307) 789-3170 \*\* FAX (307) 789-0823

[www.mrsi.org](http://www.mrsi.org)

*“Assisting Each Person Served In Achieving The Highest Quality Of Life!”*

**PARTICIPANT HANDBOOK ACKNOWLEDGMENT FORM**

I have received the Mountain Regional Services, Inc. Participant Handbook. It has been explained to me, and I understand its contents and will abide by its directives and rules.

\_\_\_\_\_  
PARTICIPANT/GUARDIAN’S SIGNATURE

\_\_\_\_\_  
DATE

Return this form to your Program Coordinator after it has been signed.

