



Lettuce Dream Participant Handbook

Board Approved: 6-2-20

Table of Contents

- **Mission Statement**
- **Vocational Service Structure**
 - Scope of Services
 - Information Sharing
- **Lettuce Dream Prevocational and Discovery Services**
 - Prevocational Assessment
 - Career Planning and Job Development
 - Job Coaching
 - Retention, Stabilization and Follow-up
 - On-Going Support
- **Enrollment Procedure**
- **Participant Planning Process**
- **Ineligibility Guidelines**
- **Policies and Procedures**
 - Client Grievance Policy and Procedure
 - Medication Policy
 - Abuse & Neglect Policy
 - Transportation Policy
 - Access of Records Procedure/Confidentiality
 - Dress Code Policy
 - Participant/Agency Agreement of Responsibilities
 - Inclement weather policy
- **Definition of Terms**
- **Orientation & Annual Checklist Form**
- **CSR 10-5.200 Attachment from Abuse and Neglect Policy**

Mission

Lettuce Dream, a social enterprise engaged in hydroponic farming, exists to provide meaningful employment and job training programs for young adults with cognitive or developmental disabilities so that they may enjoy the benefits of living, working and fully participating in our community.

Vocational Service Structure

Scope of Services

1. Lettuce Dream's Internship program serves adults with intellectual or developmental disabilities between the ages of 18 and 35 years old. Exceptions may be made through board approval.
2. Services are provided at the following locations:
 - 1623 E. 2nd Street Maryville, MO 64468
 - Throughout Nodaway County and its surrounding counties
 - On site at place of training, assessment, or employment
 - Another location mutually agreed upon by staff and job seeker.
3. Lettuce Dream is open for business Monday through Thursday from 8:00 AM until 2:00 PM. Other hours may be offered based upon client work schedule and need for services.
4. The frequency of meetings will be mutually agreed upon between the client and staff person. As long as service hours do not exceed contract parameters, meetings may be as frequent as necessary. With the exception of illness, injury, inclement weather, leave of absence or catastrophic event, a client will receive at minimum regular weekly contact from their staff.
5. The Internship program is funded through two primary resources: Missouri Department of Mental Health Medicaid and Home and Community Based Waivers and Vocational Rehabilitation Community Rehabilitation Partnership Agreement. Fees for services are funded through the two primary funding resources. Anyone could potentially qualify for our services, as long as they qualify for the services of our referral sources.
6. Referrals may come to Lettuce Dream from the following sources:
 - Service Coordinators/Case Managers may refer clients.
 - Local school districts may refer as part of their student's transition program.
 - Clients, family members, or interested other parties may also make referrals.
 - Vocational Rehabilitation
7. Other funding sources may include grants.
8. Services offered by the internship include Lettuce Dream workplace assessments and community based assessments, technology in the workplace, job placement services, employment support/job coaching, assistive technology job coaching, career advancement and training/support.

9. Services offered are described on Lettuce Dream’s website at www.lettucedream.org and will also be covered in this handbook. These services are reviewed with the client annually.

Information Sharing

1. The scope of services and service information and activities are shared with the following, with a signed consent to release information:
 - The person being served
 - Families/home support staff and other support systems/persons in accordance with the choices of the person served.
 - Relevant stakeholders
 - Past/Potential Employers
2. The scope of services are reviewed at least annually and updated as needed.
3. Information regarding services offered by Lettuce Dream can be found and printed from the following sources:
 - www.lettucedream.org
 - Agency brochures and flyers
 - Client Services Participant Handbook and other online documents
 - Social media
4. Clients will be given information without bias so that an informed decision can be made without undue influence.

Lettuce Dream Services

Prevocational Assessment and Discovery

Lettuce Dream’s Prevocational assessment is a time limited period of training and assessment in the occupational interest cluster(s) identified by the job seeker or through assessments. The individual will have the opportunity to choose to work at Lettuce Dream performing jobs that meet their interest while exploring other career opportunities. A job site that meets their interests may also be used to give them an understanding of what that job is like.

During this assessment period, skills, abilities, barriers to employment, communication, learning style, preferences and necessary accommodations are evaluated.

Information gathered from the assessment(s) will identify skills, technology and training needs and job readiness. This information is used in developing holistic employment opportunities.

Career Planning and Job Development

1. Review of assessment results to identify employment goals and target suitable job matches
2. Accessing resources that aid in the job search, such as computers, flash drives, books, videos, and employment symposiums
3. Develop resumes, profiles and/or portfolios
4. Contact community employers to identify employment opportunities
5. Transportation training and assistance
6. Analysis of potential work site
7. Gather and complete job applications
8. Interview preparation, including mock interviews
9. Set-up oral and/or working interviews
10. Negotiate conditions of employment and job accommodations, as necessary

Job Coaching

Job coaching offers support and training at the work site and includes any or all of the following:

1. Orientation with supervisor and co-workers to talk about how to work effectively with the supported employee to ensure success and a smooth transition.
2. Job training, followed by gradual fading of job coach support once the new employee has demonstrated the ability to complete job tasks independently.
3. Assist in the development of natural supports in the work place.
4. Training of non-task related “soft skills” such as work place culture and guidelines, safety and appropriate socialization.
5. Assisting individual in attendance of employer required trainings to ensure an understanding of the information.
6. Support to obtain necessary permits or certifications.
7. Assistance and training with appropriate work attire, grooming, work attitude, problem solving.
8. Development of tools to aid in independence, such as schedules or checklists.

Retention, Stabilization and Follow-up

1. Retention is long term support to assure continued satisfaction and successful performance of job skills. These services are for individuals who need intensive and continuous support.
2. Stabilization is short term follow up and support to assure the successful transition into employment. Once stabilization is achieved, no further supports are provided.
3. Follow-up services to assist in maintaining employment. This includes ongoing communication with the individual, the employer and home support to ensure that work skills are sustained and that problems are handled appropriately. Additional training and re-training will be provided as needed.

On-Going Support

When working independently in the community, the person served will receive on-going support through Lettuce Dream to help them maintain employment. These services include:

1. A visit to their worksite a minimum of once a month. However, more frequent visits may be necessary.
2. Monthly contact with the employer and/or lead co-workers to check on the progress of the client, also an inquirer about whether they need additional support. This includes providing on-going support to the employer so that they can work with the person supported successfully.
3. Monthly contact with a parent, guardian, family member, home support staff or other members of the person's support team to update them on the progress of the individual and including them in efforts made to ensure the client's success.
4. Having Lettuce Dream staff available to help the person served solve problems on the job, develop tools for continued success, and attend trainings and meetings, if necessary, to help the individual understand information relevant to their job.
5. Receiving honest feedback about their performance from Lettuce Dream staff and working as a team to help with their continued success.

Enrollment Procedure

Lettuce Dream's Internship program receives referrals through the following sources:

- Nodaway County Services - Service Coordination
- Randolph County Developmental Disability Services
- Vocational Rehabilitation- Community Rehabilitation Partnership

Lettuce Dream's Program Manager will meet with the individual and their funding agent to discuss services and available programs. In the event that there is no funding source, the Program Manager will make a referral to the appropriate agency. The individual will also be given the option to seek out a funding source and temporarily enroll in Lettuce Dream's prevocational program for 60 days while applying for services. If the client has not received funding after 60 days, they will be referred back to their case manager or a referral will be made to the appropriate agency.

Once a funding source is secured and eligibility for services have been approved, the Program Manager and the appropriate Lettuce Dream staff will meet with the client, guardian if applicable, funding agent, or other stakeholders as identified by the client. A service plan will be agreed upon by parties and a contract will be requested.

Upon receipt of authorization for services from the Missouri Department of Mental Health Utilization Review or Vocational Rehabilitation, the client will meet with the assigned Lettuce Dream staff to complete an intake and initiate services.

If for any reason the client's service needs cannot be met, the client will be referred back to the referring case manager. An exit interview will be conducted and documentation will be given to the funding agent.

A client may re-enroll at any point in the future so long as there is a funding source for services. Any client returning to services after a six month or more absence will be required to complete all new enrollment documentation.

Participant Planning Process

All clients enrolling into Lettuce Dream's Internship Program will follow a consistent pattern for enrollment and service delivery, recognizing that each person's needs are addressed individually. The process for planning will include the following:

1. **First Meeting:** Client, guardian, case manager, home support staff and others invited by the client will meet to discuss service needs. These needs will be shared with the assigned case manager and job developer.
2. Once a client is enrolled, a discovery period begins. During this time the client will work with Lettuce Dream staff weekly. Staff will assess the occupational interests at Lettuce Dream and/or secure assessment sites in the area of interest.
3. If the client is unsure of their occupational preference, an interest inventory test will be given. The assessment period may be as short as one day or as long as six months. Findings will include strengths, training needs, aptitudes and client preferences and input.
4. Every client will complete, with or without assistance, a job seeker self-assessment and career exploration self-assessment.
5. Before the completion of the Discovery period, Lettuce Dream staff, the client, guardian if applicable will meet to discuss outcomes of the Assessment and develop a plan for job seeking.
6. The client and guardian will be advised at any time of the right to change goals, direction of the plan and the expected outcomes.
7. The plan will be reviewed at a minimum of once every six months.
8. In the event that a guardian is unable to attend meetings and does not live in the local area, a copy of the plan will be placed in the file with the original document sent along with a self-addressed, stamped envelope. Staff will remain in contact with the client's guardians to assure that the plans are signed and returned in a timely manner.

Ineligibility Guidelines

Applicants may be found ineligible for the following reasons:

1. Does not meet age requirements
2. Does not have a funding agent for services
3. Does not have a documented intellectual or developmental disability
4. Legal status that bans proximity to vulnerable populations

Any person not accepted for services will be notified verbally and/or in writing and given information regarding resources and alternative services. Alternative services may include, but is not limited to:

1. Referrals to Vocational Rehabilitation, Career Center or Case Managers
2. Assurance (free cell phone)
3. Local shelters
4. Domestic violence services
5. Housing programs
6. Food programs including food banks and EBT program
7. Medical programs including Medicare, Medicaid, and medical coupons
8. 211 information resources

Data will be gathered to identify reason for ineligibility and used to identify service needs of those Lettuce Dream is unable to service.

POLICIES & PROCEDURES

Client Grievance Policy and Procedure

Clients involved with any services of Lettuce Dream who feel that they have been subjected to unfair treatment have the right to file a grievance to address the problem formally according to the following procedure:

Procedure:

1. Individuals or family members, who experience problems with the services being offered or provided, should first bring those problems to the attention of the staff person directly responsible for providing those services. The staff person will attempt to respond to the concerns and resolve the issues informally.
2. Persons dissatisfied with the response or who don't feel comfortable discussing the issue with the direct staff person, should address the matter to the program manager. The program manager will attempt to respond to the concerns and resolve the issues at that level. The program manager will respond to the complaint verbally or in writing within a reasonable amount of time (not to exceed ten working days).
3. Persons dissatisfied with the response of the program manager should address the matter to the director of Lettuce Dream. The director will investigate the matter, report the situation to the board of directors and will attempt to resolve the concerns. The director will respond to the complaint in writing within a reasonable amount of time (not to exceed fifteen working days). The response by the director constitutes the final stage of the internal appeal process.
4. Persons dissatisfied with the internal appeal process may utilize third party intervention to file an appeal. The finding authority may be considered as a third party option in this situation, including Albany Regional Office.
5. Any individual may make use of the grievance process without fear of reprisal or retaliation.

Medication Policy

Lettuce Dream does not provide medication management or monitoring

Abuse and Neglect Policy

Lettuce Dream strictly prohibits abuse or neglect. It is the policy of Lettuce Dream to report to the Department of Mental Health any occurrence of abuse/neglect as defined in the CSR 10-5.200. All agency personnel are mandated reporters trained in recognizing abuse and neglect and will report immediately any alleged or suspected abuse of an individual to the Department of Mental Health. Failure to do so may result in disciplinary action, criminal prosecution, or both. Upon a report of suspected abuse or neglect of an individual, the agency head and all other personnel will fully cooperate with the Department of Mental Health, Division of Social Services, Department of Health and Senior Services, law enforcement officials or any other agency authorized to investigate the complaint. The program manager shall forward the complaint to Children's Division if the alleged victim is under the age of eighteen (18); or the Department of Health and Senior Services if the alleged victim is over the age of 18 and the incident occurred within the natural home or an entity contracted with the Division of Senior Services.

Attached is a copy of CSR 10-5.200 which defines Neglect, Misuse of an individual's funds/property, physical abuse, sexual abuse, and verbal abuse.

Lettuce Dream's Program Manager shall immediately report to local law enforcement officials any alleged or suspected A) sexual abuse, B) abuse of neglect which results in physical injury, C) abuse, neglect or misuse of funds/property which may result in a criminal charge.

All new employees will have abuse/neglect training upon hire and every 2 years thereafter. This training will be documented in the employee's personnel record.

Any alleged incident of abuse/neglect shall be reported to:

Albany Regional Office

809 N. 13th Street

Albany, MO 64402

(660) 726-5246

Transportation Policy

It is the policy of Lettuce Dream that department staff can and will provide transportation to individuals receiving services, but only as a last option, and only for one month. Lettuce Dream staff providing transportation is not a long term solution. When Lettuce Dream staff starts providing services to an individual, the staff, the person receiving services, the person's family, residential staff, and other involved parties need to develop a plan of how the individual will get back and forth to work, a volunteer site, or any other community outings. These arrangements will be noted in the individual's transportation record in their client file.

Access of Records Procedure/Confidentiality

All participants of Lettuce Dream have the right to privacy, therefore, all records and information shall be kept confidential.

Participants may access their individual records at any time or may designate, in writing, access to another individual. Records can be reviewed at the Lettuce Dream office during normal business hours, Monday through Thursday, between 8am and 2pm. Copies of records are available upon request, copy charges may apply.

Lettuce Dream staff may not divulge, publish or otherwise make known to unauthorized persons of the public any information obtained in the course of providing services to a participant without the informed, written consent of the participant or, if applicable, the participant's legal guardian. However, Lettuce Dream does reserve the right to share participant information with those explicitly stated on release forms.

Should it become necessary to release, procure or exchange information to or from additional entities, those individuals will be added to the release forms with permission from the participant or legal guardian.

Lettuce Dream and its employees have an ethical and legal obligation to respect the privacy of our clients, and to protect and maintain the confidentiality of all information obtained about clients in the course of providing services to them.

Client records are legally protected confidential records and must be treated as such.

This means that client records maintained by Lettuce Dream's program must be kept in a locked file at all times except when being reviewed or updated. Client records will always be maintained in office only.

Client information cannot, under any circumstances, be shared with family or friends, unless ordered to do so by a court or otherwise required by law. If someone insists on obtaining information and the client or his/her legal guardian has not authorized it, immediately notify the Program Manager.

Dress Code Policy

Interns of Lettuce Dream are expected to present a clean and professional appearance when representing Lettuce Dream, whether that is in or outside of any Lettuce Dream facility. Attire should be appropriate to the work environment. Sexually provocative clothing such as tight, torn or revealing apparel is not acceptable. Clothing that is imprinted with illustrations or messages that are insulting or demeaning is inappropriate. No tank tops, clothes too tight or too baggy, no flip-flops or heels, and no profanity, promotion of alcohol, drugs, or smoking on clothing.

Hair must be well groomed and restrained by a hat, hairnet or visor. Facial hair also needs to be well groomed, if beard is over 1/4" long a beard restraint needs to be used when working with produce. Any of these hair restraints used will be provided by Lettuce Dream.

Failure to comply with the dress and appearance standards will result in disciplinary action, which may include dismissal. The Director and Program Manager are responsible for monitoring and enforcing the dress and appearance standards.

Participant/Agency Agreement of Responsibilities

Participant's Responsibilities:

1. I agree to work together with Lettuce Dream staff to establish and develop a realistic vocational goal, and to participate in all efforts to attain that goal.
2. I agree to keep all scheduled appointments or notify Lettuce Dream staff in advance if unable to do so.
3. I agree to dress appropriate to the occasion for which I am attending, such as assessments, job interviews, etc. and to practice good hygiene.
4. I agree to have reliable transportation to and from any work related activities. I understand that Lettuce Dream staff will work with me, if needed, to make appropriate arrangements.
5. I agree to notify Lettuce Dream staff when an offer of employment has been extended, when there are significant changes in an existing job, when considering resigning from a job and, as soon as possible, after being released from a job.
6. I agree to communicate honestly with Lettuce Dream staff, in the best way I know how, so that they may advocate on my behalf.

Lettuce Dream's Responsibilities:

1. We agree to help you establish a realistic vocational goal.
2. We agree to do our best to locate a job that is consistent with your interests and abilities, and provides you with the necessary supports needed for you to work as independently as possible.
3. We agree to effectively communicate information regarding your job search and progress on a regular basis.
4. We agree to assist you in filling out job applications and preparing for job interviews.
5. We agree to work collaboratively as a team with you, your family or home support, your teacher and/or any other members of your support team.

Participant's Rights

Individual Rights of Persons Receiving Services from the
Division of Developmental Disabilities

It is important for every person to know his or her rights. These are your rights if you receive services from a Regional Office or a Habilitation Center. No one can take them away from you.

Individual Rights:

1. A person receiving Division services shall be entitled to the following rights without limitation:

- To be free of humiliation;
- To be treated with respect and dignity as a human being;
- To have the same legal rights and responsibilities as any other person unless otherwise limited by law;
- To have the right to due process review when any limitation to rights is proposed or is alleged to have taken place;
- To receive services regardless of gender, race, creed, marital status, national origin, disability or age;
- To be free from physical, verbal, mental and sexual abuse and neglect;
- To receive appropriate humane and high quality services and supports as determined by the person's support team, which may include, but not be limited to, the person, parents, guardian or authorized representative;
- To receive these services and supports in the most integrated setting appropriate for the person's particular needs;
- To have access to Division rules, policies and procedures pertaining to services and supports;
- To have access to personal records;
- To have personal records maintained confidentially; and
- To have services, supports and personal records explained so that they are easily understood.

2. A person receiving services and/or the person's parents, guardian or authorized representative shall be informed of the person's rights in language that is easily understood.

- At the time of enrollment and whenever changes are made to the description of individual rights, the Division shall provide to the person and/or the person's parents, guardian or legal representative a written description of the person's rights and how to exercise them.
- A representative of the Division shall read and explain the description of rights to people who require assistance because they are unable to read or unable to understand the written description.

3. If a person receiving services has complaints of abuse, neglect or violation or limitation of rights, the person, the person's parents, guardian or authorized representative may contact the Regional Office or Habilitation Center representative, or they may contact the Department's consumer rights Monitor at 800-364-9687 or TT 573-526-1201 for assistance.

4. The Division shall have policies and procedures that enhance and protect the human, civil and statutory rights of all persons receiving services.

5. The Division and each service provider shall have policies and procedures for providing positive supports to persons receiving services. Those policies and

procedures shall be consistent with the enhancement and protection of human rights.

6. The Division shall report abuse and neglect as mandated by law. Any violation of rights shall constitute, at a minimum, inadequate care and treatment.

Inclement Weather Policy

"Inclement weather" means unpleasant weather, which is stormy, rainy, or snowy weather.

The purpose of this policy is to help guide both the person served and Lettuce Dream staff in the maintaining of prearranged meetings when weather could be a factor. As per the definition, inclement weather is weather that is severe that could lead to dangerous situations where it is advisable for people to remain indoors. This policy will lay out the guidelines on the cancellation of scheduled meetings in the event of inclement weather.

The guidelines are as follows:

- In the event of either severe icing or snow fall, both the staff and the person should monitor the school closings that are local to the person served. If the schools in the area of the person served are closed, then any appointments with that individual are canceled.
- Should Lettuce Dream close due to severe winter precipitation, then any meetings that are scheduled with persons served will either take place or be canceled at the discretion of the Lettuce Dream staff.
- If there are any of the following warnings: tornado, strong wind, or severe thunderstorm, then any meetings that are scheduled with persons served will either take place or be canceled at the discretion of the Lettuce Dream staff. This decision will be based largely on the location of the scheduled meeting and the area covered by the weather warning.
- Should Lettuce Dream close due to power outages or damage from severe weather, then any meetings that are scheduled with persons served will either take place or be cancelled at the discretion of the Lettuce Dream staff.

At no time will a person be expected to either place themselves or be placed into harm's way due to an appointment during extreme and dangerous weather. Nor

should any Lettuce Dream staff member feel obligated or pressured by Lettuce Dream or the person served to proceed with a scheduled appointment in the event of extreme or dangerous weather. If either the person served or their staff is unsure of proceeding with a scheduled appointment with potential inclement weather, the staff supervisor should be contacted immediately for direction.

Note: Before proceeding into any type of weather, all staff should review the Lettuce Dream vehicle safety policy that covers the operation of vehicles during Lettuce Dream company time. Staff should also review the Lettuce Dream client transportation policy.

Definition of Terms

1. **Grievance**- a wrong considered as grounds for complaint, or something believed to cause distress
2. **Exploitation**- the action or fact of treating someone unfairly in order to benefit from their work.
3. **Integrated Employment**-jobs held by people with disabilities in typical workplace settings where the majority of persons employed are not persons with disabilities, where they earn at least minimum wage, and where they are paid directly by the employer.
4. **Informed Choice**-is the process of choosing from options based on accurate information and knowledge. These options are developed by a partnership consisting of the consumer and the counselor that will empower the consumer to make decisions resulting in a successful vocational rehabilitation outcome.
5. **People First Language**-emphasizes the person, not the disability. By placing the person first, the disability is no longer the primary, defining characteristic of an individual, but one of several aspects of the whole person.
6. **Natural Supports**-personal associations and relationships typically developed in the community that enhance the quality and security of life for people, including, but not limited to, family relationships; friendships reflecting the diversity of the neighborhood and the community; association with fellow students or employees in regular classrooms and work places; and associations developed through participation in clubs, organizations, and other civic activities.
7. **Job Accommodations**-Employers must provide accommodations, and pay any costs involved, to any qualified job applicant or employee if the accommodation is considered reasonable under the Americans with

Disabilities Act (ADA). A reasonable accommodation is one that does not pose an undue hardship on an employer.

8. **Individualized Services**-assisting individuals in securing competitive employment in the community that fits their particular needs, interests, and skills while supporting them in ways that enable workplace success; this includes self-employment and business-led internships that lead to jobs.
9. **Competitive Employment**-work performed on a full or part time basis, which anyone can apply for and are not set aside for persons with disabilities, averaging at least 10 hours per week for each pay period and for which the individual is compensated in accordance with the Fair Labor Standards Act.
10. **Person Centered Planning**-Person Centered Planning is an ongoing problem-solving process used to help people with disabilities plan for their future. In person centered planning, groups of people focus on an individual and that person's vision of what they would like to do in the future. This "person-centered" team meets to identify opportunities for the focus person to develop personal relationships, participate in their community, increase control over their own lives, and develop the skills and abilities needed to achieve these goals. Person Centered Planning depends on the commitment of a team of individuals who care about the focus person. These individuals take action to make sure that the strategies discussed in planning meetings are implemented.
11. **On the Job Training**-specific training provided in an actual work setting by an employer, related to the particular job for which the consumer is hired. It includes a commitment by the employer to retain the consumer as an employee, after successful completion of training, if the consumer is meeting the essential performance standards of the job. DVR will go into an agreement with the employer to pay certain percentages of the individual's wages over a given period of time.
12. **Service Delivery Best Practices**-identifies customer needs, create realistic project plans, and develop on-time, on-budget implementation strategies.



Orientation/Annual Checklist

The following forms were reviewed with me:

Document:	Client Initials
Mission and Vision Statement	
Description of Services Provided	
Enrollment Procedure	
Ineligibility Guidelines	
Confidentiality/Release of Information	
Grievance Policy and Procedure	
Medication Policy & Mandatory Reporter	
Access of Records Procedure/Confidentiality	
Participant/Agency Agreement of Responsibilities	
Participant Rights	
Inclement Weather Policy	

My signature below verifies that the information I was provided was fully explained to me and I understand its content. I have been given a copy of these forms for my records.

Signature

Date

Guardian Signature (if applicable)

Date

Staff Signature

Date

Attachment from Abuse and Neglect Policy

9 CSR 10-5.200 Report of Complaints of Abuse, Neglect and Misuse of Funds/Property

PURPOSE: This rule prescribes procedures for reporting and investigating complaints of abuse, neglect, and misuse of funds/property in an agency that is licensed, certified, accredited, in possession of deemed status, and/or funded by the Department of Mental Health (department) as required by sections 630.135, 630.167, 630.168, 630.655, and 630.710, RSMo. The rule also sets forth due process procedures for persons who have been accused of abuse, neglect, and misuse of funds/property.

(1) The following words and terms, as used in this rule, mean: (A) Agency: An organization that is licensed, certified, accredited, in possession of deemed status, and/or funded by the Department of Mental Health; (B) Consumer: An individual (client, resident, patient) receiving department-funded services directly from an agency; (C) Department: Department of Mental Health; (D) Employee: A person employed by or contracted by an agency or a person serving as a volunteer or student for the agency; (E) Misuse of funds/property: The misappropriation or conversion for any purpose of a consumer's funds or property by an employee or employees with or without the consent of the consumer or the purchase of property or services from a consumer in which the purchase price substantially varies from the market value; (F) Neglect: Failure of an employee to provide reasonable or necessary services to maintain the physical and mental health of any consumer when that failure presents either imminent danger to the health, safety, or welfare of a consumer or a substantial probability that death or serious physical injury would result. This would include, but is not limited to, failure to provide adequate supervision during an event in which one consumer causes serious injury to another consumer; (G) Physical abuse: 1. An employee purposefully beating, striking, wounding, or injuring any consumer; 2. In any manner whatsoever, an employee mistreating or maltreating a consumer in a brutal or inhumane manner; or 3. An employee handling a consumer with any more force than is reasonable for a consumer's proper control, treatment, or management; (H) Sexual abuse: Any touching, directly or through clothing, of a consumer by an employee for sexual purpose or in a sexual manner. This includes, but is not limited to: 1. Kissing; 2. Touching of the genitals, buttocks, or breasts; 3. Causing a consumer to touch the employee for sexual purposes; 4. Promoting or observing for sexual purpose any activity or performance involving consumers including any play, motion picture, photography, dance, or other visual or written representation; 5. Failing to intervene or attempting to stop inappropriate sexual activity or performance between consumers; and/or 6. Encouraging inappropriate sexual activity or performance between consumers; and (I) Verbal abuse: An employee making a threat of physical violence to a consumer, when such threats are made directly to a consumer or about a consumer in the presence of a consumer.

(2) This rule applies to any director, supervisor, or employee of any agency. Facilities, programs, and services that are operated by the department are regulated by the department's operating regulations and are not included in this rule. (A) Any such person shall immediately file a written complaint if that person has reasonable cause to believe that a consumer has been subjected to any of the following while under the care of an agency: 1. Physical abuse; 2. Sexual

abuse; 3. Misuse of funds/property; 4. Neglect; or 5. Verbal abuse. (B) A complaint under subsection (2)(A) above shall be made to the head of the agency and to the department's regional office, supported community living placement office, or district administrator office. If the allegation results in an investigation, the head of the agency shall make reasonable arrangements with respect to the alleged perpetrator to assure the safety of all of the agency's consumers. Such arrangements may include, but are not limited to, leave with or without pay or transfer to a position where there is no client contact. (C) The head of the agency shall forward the complaint to— 1. The Children's Division if the alleged victim is under the age of eighteen (18); or 2. The Division of Senior Services and Regulation if the alleged victim is a resident or client of a facility licensed by the Division

Chapter 5—General Program Procedures 9 CSR 10-5

of Senior Services and Regulation or receiving services from an entity under contract with the Division of Senior Services and Regulation. (D) Failure to report shall be cause for disciplinary action, criminal prosecution, or both.

(3) The head of the agency shall immediately report to the local law enforcement official if there is a reasonable suspicion that any of the following abuse or neglect has occurred— (A) Sexual abuse; or (B) Abuse or neglect that results in physical injury; or (C) Abuse, neglect, or misuse of funds/property if the head of the agency has cause to believe that criminal misconduct is involved.

(4) If a complaint has been made under this rule, the head of the agency shall fully cooperate with law enforcement authorities and with department employees or employees from other agencies authorized to investigate the complaint. Failure to cooperate may result in contract termination or dismissal of the employee.

(5) A department investigator shall gather facts and conduct an investigation regarding the alleged abuse or neglect. The investigation shall be conducted in accordance with the procedures and time frames established under the department's operating regulations. Upon completion of the investigation, the investigator shall present written findings of facts to the head of the supervising facility.

(6) Within twenty (20) calendar days of receiving the final report from the investigator, if there is a preliminary determination of abuse, neglect, or misuse of funds/property, the head of the supervising facility or department designee shall send to the alleged perpetrator a letter summarizing the allegations and findings that are the basis for the alleged abuse/neglect/misuse of funds or property; the agency will be copied. The letter shall comply with the constraints regarding confidentiality contained in section 630.167, RSMo, and shall be sent by regular and certified mail. (A) The alleged perpetrator may meet with the head of the supervising facility or department designee, submit comments, or present evidence; the agency may be present and present comments or evidence in support of the alleged perpetrator. If the alleged perpetrator wishes to have this meeting, s/he must notify the head of the supervising facility or department designee within twenty (20) calendar days from the date of the letter. (B) This meeting shall take place within twenty (20) calendar days from the date of the letter, unless the parties mutually agree upon an extension. (C) Within twenty (20) calendar days of the meeting, or if no request for a meeting is received within twenty (20) calendar days from the date of the letter, the head of the supervising facility or department designee shall make a final determination as to whether abuse/neglect/misuse of funds or property took place. The perpetrator shall be notified of this decision by regular and certified mail; the agency will be copied. If the charges do not meet the criteria in section (10), the decision of the head of the supervising facility or department designee shall be the final decision of the department. (D) If

the charges meet the criteria in section (10), the letter shall advise the perpetrator that they have twenty (20) calendar days from the date of the letter to contact the department's hearings administrator if they wish to appeal a finding of abuse, neglect, or misuse of funds/property. (E) If there is no appeal, the decision of the head of the supervising facility or department designee shall be the final decision of the department. (F) The department's effort to notify the alleged perpetrator at his/her last known address by regular and certified mail shall serve as proper notice. The alleged perpetrator's refusal to receive certified mail does not limit the department's ability to make a final determination. Evidence of the alleged perpetrator's refusal to receive certified mail shall be sufficient notice of the department's determination.

(7) If an appeal is requested, the hearings administrator shall schedule the hearing to take place within ninety (90) calendar days of the request, but may delay the hearing for good cause shown. Hearings shall be conducted in accordance with the procedures set forth in 9 CSR 10-5.230.

(8) The decision of the hearings administrator shall be the final decision of the department. The hearings administrator shall notify the perpetrator, by certified mail, and the head of the supervising facility or department designee of the decision within twenty (20) calendar days of the appeal hearing; the agency will be copied.

(9) For those charges in section (10), an alleged perpetrator does not forfeit his/her right to an appeal with the department's hearings administrator when s/he declines to meet with the head of the supervising facility under subsections (6)(A) and (6)(B) of this rule.

(10) If the department substantiates that a person has perpetrated physical abuse, sexual abuse, verbal abuse, neglect, or misuse of funds/property, the perpetrator shall not be employed by the department, nor be licensed, employed, or provide services by contract or agreement at an agency. The perpetrator's name shall be placed on the department Disqualification Registry pursuant to section 630.170, RSMo. Persons who have been disqualified from employment may request an exception by using the procedures described in 9 CSR 10-5.210 Exception Committee Procedures.

(11) In accordance with 9 CSR 10-5.190, no person convicted of specified crimes may serve in facilities or programs licensed, certified, or funded by the department.

(12) No director, supervisor, or employee of an agency shall evict, harass, dismiss, or retaliate against a consumer or employee because he or she or any member of his or her family has made a report of any violation or suspected violation of consumer abuse, neglect, or misuse of funds/property. Penalties for retaliation may be imposed up to and including cancellation of agency contracts and/or dismissal of such person.

(13) If an event deadline falls on a Saturday, Sunday, or legal holiday, the last day of the period so computed shall extend to the next calendar day that is not a Saturday, Sunday, or legal holiday.

AUTHORITY: sections 630.135, 630.168, 630.655, and 630.705, RSMo 2000 and sections 630.050, 630.165, 630.167, and 630.170, RSMo Supp. 2008.* Original rule filed Oct. 29, 1998, effective May 30, 1999. Emergency amendment filed March 29, 2002, effective May 2, 2002, terminated Oct. 30, 2002. Amended: Filed March 29, 2002, effective Oct. 30, 2002. Amended: Filed May 5, 2003, effective Dec. 30, 2003. Emergency amendment filed Aug. 11, 2005, effective Sept. 16, 2005, expired Feb. 28, 2006. Amended: Filed Aug. 11, 2005, effective March 1, 2006. Amended: Filed Dec. 1, 2008, effective May 30, 2009.

*Original authority: 630.050, RSMo 1980, amended 1993, 1995, 2008; 630.135, RSMo 1980; 630.165, RSMo 1980, amended 1996, 2003, 2007, 2008; 630.167, RSMo 1980, amended 1985,

1990, 1993, 1996, 1998, 2003, 2007, 2008; 630.168, RSMo 1980, amended 1987, 1996;
630.170, RSMo 1980, amended 1982, 1996, 1998, 2001, 2003, 2008; 630.655, RSMo 1980; and
630.705, RSMo 1980, amended 1982, 1984, 1985, 1990, 2000.