

Policies & Procedures



FoundArt Inc.

December 2015

TABLE OF CONTENTS

Equity & Inclusion 2

Client Rights & Responsibilities 4

Staff Rights & Responsibilities 6

Student Rights & Responsibilities 7

Client Privacy, Confidentiality & Release of Information 8

Assessment & Service Planning 14

Collecting & Storing Client Data..... 16

Safety 17

Dealing with Emergencies..... 19

Aggressive or Threatening Behaviour 25

Child Abuse Reporting/Documentation..... 28

Harassment & Discrimination 33

Description of Services..... 36

Required Documents 41

Independent Contractor 44

Medicaid Waiver Information..... 48

CONFIDENTIALITY

This manual details policies and procedures relevant to FoundArt Inc. Unauthorized copying and distribution is prohibited.

FoundArt Inc.
December 2015
Policies & Procedures Manual

Policy Name and Number:	1.1 Equity & Inclusion
Date last reviewed:	
Approval or last revision:	
Approved by:	

FoundArt Inc. re-affirms its commitment to building a city which is equitable and inclusive. This means that in all aspects of its operations and at all levels of the organization, FoundArt Inc. works to ensure that there is no discrimination on the basis of, but not limited to, ethnicity, language, race, age, ability, sex, sexual or gender identity, sexual orientation, family status, income, immigrant or refugee status (1), nationality, place of birth, generational status (2), political or religious affiliation.

- (1) FoundArt Inc. recognizes that barriers to employment and services may exist due to immigration or refugee status based on legislation and/or contractual funding obligations
- (2) Generational status is intended to protect individuals with Canadian citizenship who are first, second or third generation immigrants from discrimination.

FoundArt Inc. further recognizes that the increasing diversity among residents in Peel Region has added cultural, social and economic benefits to our community. It is also sensitive to the fact that oppressed groups experience marginalization and encounter barriers to full access and participation in the community. FoundArt Inc. seeks to increase access and participation, especially for those who are marginalized, disadvantaged or oppressed.

FoundArt Inc. encourages individuals to participate fully and to have complete access to its services, employment, governance structures (board of directors, committees of the board and any board working groups that may be convened) and volunteer opportunities. It shall make every effort to see that its structure, policies and systems reflect all aspects of the total community and to promote equal access to all. To this end, FoundArt Inc. strives to ensure that:

- Discriminatory or oppressive behaviours are not tolerated
- Individuals who engage with FoundArt Inc. for service are valued participants who have opportunities to shape and evaluate our programs
- Community programs and services are developed and delivered to give priority to individuals in marginalized communities and are sensitive to the needs of diverse groups
- Programs are delivered in such a way that systemic barriers to full participation and access are eliminated and so that positive relations and attitudinal change towards marginalized groups are promoted
- Services are provided with sensitivity to the influence of power and privilege in all relationships, including service relationships, and are delivered in keeping with anti-oppression principles
- Communication materials present a positive and balanced portrayal of people's diverse experiences.

This policy is intended to act as a positive force for equity and the elimination of oppression.

SCOPE

This policy applies to all FoundArt Inc. clients, employees, volunteers and students.

PROCEDURES

1. FoundArt Inc. has and will continue to work to embed the principles detailed in this policy within all relevant FoundArt Inc. policies and procedures to ensure that equity and inclusion guides FoundArt Inc. in all of its endeavours.

2. Individuals who believe that they have experienced harassment or discrimination in a FoundArt Inc. context are encouraged to use the following policies and procedures to have their concerns or complaints addressed:

- Clients and community members may refer to the *Service User and Community Member Complaints* policy

Policies & Procedures Manual

- Employees, volunteers and students may refer to the *Harassment and Discrimination* policy
- Unionized employees may elect to use the *Harassment/Discrimination* provisions of the *Collective Agreement*

3. FoundArt Inc. staff, volunteers and students may also refer to the *Discriminatory Requests for Service* policy for guidance in addressing clients or community members who make such requests.

Policy Name and Number:	1.2 Client Rights & Responsibilities
Date last reviewed:	
Approval or last revision:	
Approved by:	

POLICY

Individuals receiving service at FoundArt Inc. have both rights and responsibilities. Clients and participants will be educated about their rights and responsibilities in a variety of ways (e.g., posters in service locations, in written form, by staff through the intake and assessment process).

SCOPE

This policy applies to staff of FoundArt Inc. who serve clients and participants with the exception of FoundArt Inc. that will have separate client rights statements particular to the requirements of their setting (e.g., in the case of the children. Program the wording of the statement is dictated by legislation).

LIMITATIONS

Clients have the right to ask for a change of worker however, the request will only be granted when it is reasonable and an alternative exists. Requests that are discriminatory in nature will not be granted.

PROCEDURES

1. Staff will explain to clients their rights and responsibilities as a regular part of the intake and assessment process.
2. Program Managers will ensure the client rights and responsibilities statement (below) is available in written form to clients and participants and in the client's preferred language.
3. Staff will ensure they are familiar with FoundArt Inc. privacy policies and procedures so that they can answer client's questions and assist clients in exercising their rights in regards to their record.

➤ See next page for a sample client form

YOUR RIGHTS AND RESPONSIBILITIES AS A CLIENT OF FOUNDART INC.

Welcome to FoundArt Inc.

We hope that we can give you the kind of support and help that you are looking for.

When you receive services from FoundArt Inc. you have the right to:

- Receive high-quality service
- Be treated with respect and courtesy
- Have your information kept private and confidential except as described in FoundArt Inc. *privacy statement*
- Be listened to and have staff work with you to make a plan to address your concerns and needs
- Receive service in offices that are safe, clean and accessible
- Get information and support to help you make decisions to improve your situation
- Be served without discrimination
- Discuss your service with staff to identify if it is working for you and express any questions or complaints that you may have
- Request a change of staff member if there is another staff person available who can address your issues and your request is reasonable -- you should know that discriminatory requests will not be considered

This is what we ask from you:

- Treat the staff and others at FoundArt Inc. with courtesy and respect
- Let FoundArt Inc. know 24 hours before if you can not come to an appointment.

Privacy Officer

The Privacy Officer for FoundArt Inc. is Ever Quinones who can be contacted ever@foundartacademy.org

Policy Name and Number:	1.3 Staff Rights & Responsibilities
Date last reviewed:	
Approval or last revision:	
Approved by:	

POLICY

FoundArt Inc. is committed to providing a safe, just, learning environment for all its employees. No person may cause or allow to cause conditions which are unfair, without dignity or violate human rights of any other employee of the organization.

SCOPE

This policy applies to all FoundArt Inc. employees.

LIMITATIONS

FoundArt Inc. personnel may not:

1. Employ people without a position description and means of systematic evaluation.
2. Violate the terms of the organization's collective agreement or any other employment contract.
3. Promise or imply employment that cannot be terminated with reasonable notice.
4. Deploy employees who regularly fail to demonstrate the attitude, knowledge and skills required for their position.
5. Allow personnel to work in an unsafe work environment.
6. Prevent employees from grieving in situations where a violation of policy has occurred.
7. Fail to take appropriate, timely action in response to formal or informal allegations of racism, homophobia, sexual harassment or any other form of discrimination, or other contract violations.

RIGHTS

All employees, volunteers, students and contractors have the right to:

- Know about any risks or dangers in the workplace
- Participate in making the workplace safe
- Refuse unsafe work (Section 43, Occupational Health & Safety Act)

FoundArt Inc.
December 2015
Policies & Procedures Manual

Policy Name and Number:	1.4 Student Rights & Responsibilities
Date last reviewed:	
Approval or last revision:	
Approved by:	

POLICY

FoundArt Inc. is committed to providing meaningful learning opportunities to students in order to contribute to the fields represented by students, to build community capacity and to encourage learning within the organization. Students placed at FoundArt Inc. have rights and responsibilities associated with their learning placement.

SCOPE

This policy applies to students and FoundArt Inc. staff.

RIGHTS

FoundArt Inc. students have the right to:

- Be screened using processes that are equitable, fair and free from discrimination
- An orientation to the organization, their position and their work location
- A copy of the organization's student policies and any other organizational policies that are relevant to their work
- A clearly written learning agreement with goals appropriate to their skills and interests
- Sufficient initial training to accomplish their tasks and on-going training as appropriate to the role
- The necessary facilities, equipment and space to perform their duties
- Work in a healthy and safe working environment
- Supervision and support in their role
- Feedback about their work
- Evaluation of their performance in accordance with the academic institutions requirements
- The opportunity to provide feedback and input
- Have their confidential personal information dealt with in accordance with FoundArt Inc. privacy and confidentiality policies
- Reimbursement for pre-approved out-of-pocket expenses incurred on behalf of the organization
- Adequate liability insurance coverage
- Respect and recognition as a valued team member
- Recognition for their contributions

RESPONSIBILITIES

FoundArt Inc. students have the responsibility to:

- Read, sign and honour the organization's confidentiality and conflict of interest agreements
- Complete a criminal reference check and a vulnerable sector search, if required
- Complete any other required paperwork
- Meet regularly with their field instructor for supervision
- Provide the field instructor with all necessary documentation from the respective educational institution
- Read and follow all organizational relevant policies and procedures
- Read and follow all policies and procedures from the relevant professional college
- Complete documentation of their work according to FoundArt Inc. standards
- Notify the supervisor as soon as possible if unable to report to FoundArt Inc. due to health or other reasons
- Participate in performance evaluation
- Complete their placement as agreed

FoundArt Inc.
December 2015
Policies & Procedures Manual

Policy Name and Number:	1.5 Client Privacy, Confidentiality & Release of Information
Date last reviewed:	
Approval or last revision:	
Approved by:	

POLICY

In the course of delivering its services and programs, FoundArt Inc. collects personal information from its clients. Personal information means any information that could be used on its own, or with other information, to establish the identity of a client, the client's service provider or the client's substitute decision maker. Personal information also includes any other information about a client including information that is contained in a client record.

FoundArt Inc. collects, uses and shares client's personal information for the following purposes:

- Providing quality programs and services to clients
- Providing information to other people or organizations with client consent (for example, making a referral for service)
- Contacting clients, donors and members to evaluate FoundArt Inc. service and work
- Conducting research to understand the kinds of issues our clients are facing
- Contacting individuals about our fundraising and membership activities
- Reviewing client files to ensure high quality of service and documentation

FoundArt Inc. may also collect, use and share personal information with consent or as permitted or required by law.

FoundArt Inc. is committed to protecting the privacy of its clients and ensuring that:

- the personal information it receives from clients is kept safe, secure, confidential, accurate and up to date
- Clients understand why their personal information is collected by FoundArt Inc.
- FoundArt Inc. obtains client consent before collecting, using, sharing or releasing client information, except as set out in this policy or permitted or required by law
- only the personal information necessary for the purposes listed above is collected from clients, unless otherwise consented to by the client or permitted or required by law
- access to client information is limited to the FoundArt Inc. employees, volunteers and students involved in delivering services to clients
- any external agents to whom FoundArt Inc. releases information have a need to know and only use and disclose client information for the purposes for which it was originally provided
- clients are able to withdraw their consent at any time to the collection, use and disclosure of their personal information
- clients have access to their record, except where FoundArt Inc. is entitled to refuse an access request, and are able to copy or correct their record and ask questions about FoundArt Inc. privacy policies and procedures
- complaints about FoundArt Inc. privacy policies and procedures are handled efficiently and effectively
- all legal and regulatory requirements regarding client information are met and maintained

Only a person who provides a provincially funded health resource to an individual may require the individual to produce his or her health card. FoundArt Inc. personnel may ask clients to voluntarily provide their health card number in order to facilitate referrals to provincially funded health resources.

SCOPE

This policy applies to all FoundArt Inc. employees, students and volunteers.

PROCEDURES

1. Obtaining Consent

1.1 As FoundArt Inc. services often involve collaboration and consultation among employees, FoundArt Inc. employees will discuss the following with new clients:

- the nature and extent of consultation and collaboration in the FoundArt Inc. program or service which the new client is accessing
- the personal information that FoundArt Inc. may collect
- the purposes for which FoundArt Inc. collects, uses and shares personal information, as listed above

1.2 Client's rights and responsibilities including rights related to keeping client's personal information private will be reviewed with all new clients at their first appointment following intake

1.3 Clients will be asked to use a form indicating that the organization's privacy policies have been discussed and that the client consents to the collection use and sharing of personal information for the purposes listed in this policy.

1.4 The signed forms will be maintained by the program (e.g., in the client's paper record, filed centrally within the program). A note will be made in the client's electronic record that the form has been signed.

1.5 In cases where it is not possible or practicable to obtain the client's written acknowledgment (e.g., telephone only service), verbal acknowledgment that the organization's privacy practices have been explained to, and accepted by, the client will be recorded in an activity note in the client's record.

1.6 Consent will be that of the individual and must be knowledgeable, relate to the personal information and not be obtained through deception or coercion. A consent to the collection, use or sharing of personal health information about an individual is knowledgeable if it is reasonable in the circumstances to believe that the individual knows, (a) the purposes of the collection, use and/or disclosure, as the case may be; and (b) that the individual may give or withhold consent.

1.7 In the event that employees are concerned that a client does not have the capacity to consent to the collection, use and disclosure of his or her personal information, employees should:

- Consider whether the client understands the decision they are being asked to make
- Question whether the person understands the reasonably foreseeable consequences of the decision or lack of decision
- Consult with their supervisor

2. Client Withholding, Limiting or Withdrawing Consent

2.1 Clients have the right to stipulate who will have access to their personal information. This means that they can withhold, limit or withdraw their consent to the collection, use or disclosure of personal information. The request may cover all or a specific part of a client's record. When this happens, staff will implement the following "lock-box" procedure.

2.2 Electronic records: The FoundArt Inc. employee receiving the client's request to withhold, limit or withdraw their consent will:

- Record the verbal instructions by the client in an activity note in the client's electronic record
- Scan any written instructions by the client into the client's electronic record
- Notify the Information Technology (IT) Department of the client's instructions and the IT Department will limit access to the electronic record in compliance with the client's request (e.g., closing access to the record; limiting access to the individuals specified by the client to be allowed access).

2.3 Paper records: If the client also has a paper file:

The client's file (either in whole or in part depending on the client's instructions) to which access is to be limited will be placed inside an envelope that will be sealed with the instructions from the client stapled to the outside of the file. If the client's request is to withdraw consent, the file will be safeguarded by

FoundArt Inc. Privacy Officer. If the client's request is to withhold or limit consent, the supervisor responsible for the program will determine how best to comply with the client's request.

2.4 In cases where the withholding, limiting or withdrawal of consent will limit or prevent FoundArt Inc. from continuing to deliver services, employees will discuss with the client the consequences of their withholding, limiting or withdrawal of consent.

3. Higher Levels of Confidentiality (Use of Aliases)

3.1 FoundArt Inc. serves clients periodically that require a higher level of confidentiality. For example: public figures; staff of FoundArt Inc. funder; former staff, students and volunteers, who may not wish it to be known that they are accessing FoundArt Inc. services.

3.2 In such situations, programs will provide clients an opportunity to select and use an alias. The alias will be used in the client record and in the client's interactions with FoundArt Inc.

3.3 A list of the aliases, clients' real names and file numbers will be confidentiality maintained by a designated person in each department with a copy to the FoundArt Inc. Privacy Officer.

3.4 A higher level of confidentiality designation does not invalidate the normal legal limits to confidentiality, which includes subpoenas, search warrants and the right of government funders to audit client records. Clients must be informed of these limitations on confidentiality.

3.5 The Human Resources Department will provide names of new staff members, volunteers and students to the FoundArt Inc. Privacy Officer so that a check of the client database can be completed. If the individual has received service from FoundArt Inc. in past, an alias will be assigned to the record in order to maintain the privacy of the new staff member, volunteer or student.

4. Disclosure without Consent Including Responding to Summons/Subpoenas/Court Orders and Requests from Police

4.1 FoundArt Inc. will not disclose the personal information of clients without their consent, except where:

- It is believed the client or someone else is in imminent danger of serious physical harm (see *Duty to Warn* policy)
- A child under the age of 16 is at risk of or has been abused or neglected (see *Child Abuse Reporting and Documentation* policy)
- FoundArt Inc. is subpoenaed or is otherwise served with a court order, summons, warrant or a similar requirement issued by a person who has jurisdiction to compel the production of information in a proceeding
- It is otherwise permitted or required by law.

4.2 If FoundArt Inc. employee, student or volunteer is served with a warrant, summons, subpoena, order or similar requirement issued in a proceeding, the individual must immediately notify their supervisor, who will provide advice and direction as to how to respond. FoundArt Inc. employees, students or volunteers should follow the same procedure in response to requests by police officers for client information.

4.3 In general, where an order, summons, warrant, subpoena or other requirement to produce documents has been served on FoundArt Inc., FoundArt Inc. will:

- Make every attempt to respond in a way that is respectful of the order or other requirement, while at the same time taking steps to preserve the client's right to confidentiality
- Make an exact copy of the file to remain at FoundArt Inc. and deliver the documents to the court or other proceeding in a sealed enveloped marked "private and confidential".

4.4 Where FoundArt Inc. discloses personal information without the client's consent, the client will be notified of such disclosure as soon as reasonable, practical, safe and/or legally possible in the circumstances.

5. Release of Information with Client Consent

5.1 Subject to Section 4, personal information, whether all or part of a client record, will not be released to third parties without the written consent of the client or the client's substitute decision maker, where applicable. Clients are required to complete the FoundArt Inc. *Authorization to Request or Release Information* Form, depending on the nature of the request. Consents provided on these forms are valid for one year, unless otherwise limited or withdrawn by the client in advance of that date. FoundArt Inc. may disclose a client's personal information, provided that the disclosure, to the best of FoundArt Inc. knowledge, is for a lawful purpose.

5.2 Reports from third parties contained in a client record may not be released without the written consent of the third party. Clients will be encouraged to pursue access to this information directly with the third party.

5.3 In exceptional circumstances, where written consent is not possible, the oral consent of the client to the release of personal information will be accepted and will be recorded in the client's file.

5.4 In response to requests to release information to third parties, the FoundArt Inc. service provider will ensure that the client understands the purpose for which the information is being released and to whom the information is being released. The FoundArt Inc. service provider will also explain that FoundArt Inc. cannot guarantee the confidentiality of the information once it has been released.

6. Safeguarding of Personal Information

6.1 Client information stored electronically is protected by password. Access to the FoundArt Inc. electronic database is limited on a need to know basis for added security.

6.2 Client information collected in hard copy form is stored in locked cabinets accessible only by the counsellors or other FoundArt Inc. employees, students and volunteers providing service to the client, and the relevant program managers.

6.3 Access to client information will be limited to those who need to know the information for the purposes set out in the client's consent or as otherwise permitted or required by law.

6.4 FoundArt Inc. employees will never leave client personal information, in paper or electronic form, unattended or exposed to anyone other than the client.

6.5 FoundArt Inc. will not send confidential personal information to clients by email without the client's prior consent. Personal information sent to clients or about clients will employ secure email. (Note that secure e-mail ensures messages are encrypted. FoundArt Inc. regular e-mail program is not secure email.)

6.6 Web-based counselling will use an encrypted website to protect client privacy and confidentiality.

6.7 FoundArt Inc. requires external agents, such as third party auditors, to maintain the confidentiality of client information and to refrain from using client information for any purpose other than the purposes for which consent was provided by the client. Where appropriate and necessary, FoundArt Inc. will obtain the consent of the client to disclosure of information to external agents. (External agents are persons or companies with which FoundArt Inc. has contracts and that may come into contact with personal information.)

6.8 When disposal is permitted or required, records of client personal information will be disposed of in a secure manner such that reconstruction of the records is not reasonably foreseeable in the circumstances.

7. Notice to Clients of Theft, Loss, Unauthorized Access, Use or Disclosure of Personal Information

7.1 Employees are required to report to their supervisor and to the FoundArt Inc. Privacy Officer any theft, loss, unauthorized access, use or disclosure of personal information of FoundArt Inc. clients. In programs where funders require it, managers will file a serious occurrence report in this situation.

7.2 In the event of such theft, loss, unauthorized access, use or disclosure of personal information of a FoundArt Inc. client, FoundArt Inc. will notify the client as soon as possible.

7.3 Oral contact with the clients will be logged in the client record and will be followed up by a letter, which will be included in the client record.

7.4 In the case of former clients, contact will be made orally, if possible, and also in writing, at the last known address for the client recorded in FoundArt Inc. database.

8. Client Access to and Correction of Personal Information

8.1 Clients wishing to review their records should contact the FoundArt Inc. service provider, relevant program manager or Privacy Officer.

8.2 Within 30 days of any such request, an appointment will be made for the client to review his/her personal information in a confidential manner on FoundArt Inc. premises, in the presence of a FoundArt Inc. employee, unless FoundArt Inc. is entitled to refuse the request, in which case written notice will be given. Clients may bring a support person to this appointment if they wish. Up to 60 days may be required in the case of complex searches for records. In exceptional circumstances (e.g., a client is unable to come to the FoundArt Inc. office due to health issues), a copy of the record may be sent to the individual with consent.

8.3 FoundArt Inc. is required to retain client personal information that is the subject of a request for access for as long as necessary to allow the client to exhaust any recourse under the *Personal Health Information Protection Act, 2004* that he or she may have with respect to the request. This may require FoundArt Inc. to maintain the record for longer than the typical client record retention period.

8.4 Clients who wish an explanation of their records may contact their FoundArt Inc. service provider, the relevant program manager or the FoundArt Inc. Privacy Officer.

8.5 Clients will not be permitted to access third party records without the consent of the third party. In such cases, the FoundArt Inc. service provider will direct the client to obtain the requested information directly from the third party.

8.6 Clients wishing to correct information in their file shall provide the correction in writing to FoundArt Inc. The written correction will be included in the client's record and, within three weeks of receipt, FoundArt Inc. will notify the client of its response to the correction.

9. Appointment of Privacy Officer

9.1 The Privacy Officer for FoundArt Inc. Operations Manager.

9.2 The name and contact information for the Privacy Officer is available on the FoundArt Inc. website, in the *Client Rights and Responsibilities Statement* and in the FoundArt Inc. Employees Directory.

9.3 The duties of the Privacy Officer include:

- Maintaining knowledge of privacy legislation and regulations
- Ensuring that all employees and volunteers have training on the privacy policy
- Monitoring employee compliance with FoundArt Inc. privacy policy
- Responding to privacy-related complaints and concerns
- Responding to requests for access and correction
- Responding to inquiries from the public about FoundArt Inc. privacy practices
- Liaising with other organizations, the public and government, as necessary, on privacy-related issues

10. Inquiries and Complaints

10.1 Questions, comments or complaints about the FoundArt Inc. privacy policies and procedures or about the collection, use or disclosure of personal information will be directed to the Privacy Officer.

10.2 The Privacy Officer will follow the procedures set out in the *Service User and Community Member Complaints* policy in responding to, resolving and recording privacy-related complaints.

10.3 If the client is not satisfied with the response provided by the Privacy Officer, the client may contact the *Office of the Information and Privacy Commissioner of Ontario*, in writing, at 2 Bloor Street East, Toronto, Ontario, M4W 1A8 or by calling 416-326-3333.

FoundArt Inc.
December 2015
Policies & Procedures Manual

Policy Name and Number:	1.6 Assessment & Service Planning
Date last reviewed:	
Approval or last revision:	
Approved by:	

POLICY

Assessment and service planning is an ongoing, collaborative and continuous process at FoundArt Inc. This process is a mutual exploration of the client's issues and strengths, complemented by the staff's professional perspective and recommendations resulting in a jointly created plan with mutually agreed on goals.

SCOPE

This policy applies to all FoundArt Inc. employees involved in direct service.

PROCEDURES

1. Assessment begins in the initial interview and builds on the information and presenting issues gathered during intake.
2. The initial assessment seeks to gather basic information, to explore client strengths and issues, and determine the client's desired outcomes. Based on the assessment, staff will work with the client to jointly create a service plan with mutually agreed on goals which is documented in the client record.
3. Contextual information is gathered, as relevant and appropriate to the nature of the issues and outcomes desired, such as:
 - the client's presenting issue
 - history of the issues
 - client's strengths and resources
 - safety issues (e.g., abuse, current risk of self-harm, previous suicide attempts)
 - physical and mental health issues
 - social and environmental context (e.g., social supports, work situation, income, living situation, neighbourhood, family background)
 - formulation of the problem/issue
4. The Analyst and client will agree on the service goals to be achieved, the expected length of service and any potential interventions that may be required to achieve the stated goals. This plan for the service will be documented in the assessment.
5. Safety issues must be explored as appropriate. If there are any concerns, staff should follow the appropriate policy (e.g., child abuse, adult abuse, dealing with child custody situations, client suicide). Where there is a risk of imminent harm, the assessment of risk and the development of a safety plan takes precedence over all other activities.
6. Staff will summarize or formulate the issues to the client in a way the client can understand for their consideration.
7. If more than one service provider is involved, staff should clarify who is ensuring service coordination, if needed, along with a clear direction from the client about the nature of communication among service providers. If needed, consents for the release of information should be obtained.

8. The fee should be confirmed, where applicable, along with the payment expectations.
9. The assessment will be documented for each client receiving service in their client record within five working days of the assessment interview.

FoundArt Inc.
December 2015
Policies & Procedures Manual

Policy Name and Number:	1.7 Collecting & Storing Client Data
Date last reviewed:	
Approval or last revision:	
Approved by:	

POLICY

FoundArt Inc. maintains an electronic database of information regarding clients and the services provided. Client and service data is collected, summarized and analysed in order to report to funders, monitor and evaluate FoundArt Inc. work, understand who FoundArt Inc. is serving and the nature of the services being provided, and advocate for funding. Employees involved in providing direct service or supporting direct service are responsible for ensuring that client and service data is complete, accurate and up to date.

SCOPE

This policy applies to employees, students and volunteers who provide direct service or support the provision of direct service.

PROCEDURES

1. Employees, students and volunteers responsible for providing direct service to clients will enter complete, accurate and up to date information about the client and/or service provided into the electronic database as soon as possible after the service event/information is collected and no later than five working days after the service event/information is collected. This includes client demographics, assessments, activity notes, record of community initiatives, etc.
2. Employees, students and volunteers must ensure that client appointments are entered into the client and service database prior to clients being seen to ensure accurate records of client service.
3. Employees, students and volunteers supporting direct service will ensure that information that they are responsible for collecting is complete and timely (e.g., client demographics).
4. Direct service employees, students and volunteers as well as relevant managers and support staff will monitor the information in the electronic database about clients and services to ensure that information is complete and timely.

FoundArt Inc.
December 2015
Policies & Procedures Manual

Policy Name and Number:	1.8 Safety
Date last reviewed:	
Approval or last revision:	
Approved by:	

SAFETY POLICY

At FoundArt Inc., we care about the safety, health and well-being of our employees and students. We value the contributions our employees make toward our success. We support local community interests, and value honesty, integrity, and teamwork.

We Value Our Employees

Our business operates with a goal of zero damage to people, property and product. It is our policy to provide safe working conditions. At FoundArt Inc., everyone shares equally in the responsibility of identifying hazards, following safety rules and operating practices. All jobs and tasks must be performed in a safe manner, as safety is crucial to the quality of our products/service.

Safety Policy

At FoundArt Inc., no phase of the operation is considered more important than accident prevention. It is our policy to provide and maintain safe working conditions and to follow operating practices that will safeguard all employees. No job will be considered properly completed unless it is performed in a safe manner. FoundArt Inc. is concerned about the health and good work habits of its employees and students. In the event you are injured or unable to perform your job, we want to help you obtain the best treatment, so you can return to your regular job as soon as possible.

Zero Tolerance or Substance-Free Workplace

The company has a vital interest in maintaining a safe, healthy and efficient workplace for the benefit of its employees, clients and the public. The use of performance impairing drugs can cause avoidable injuries to employees, damage to property and productivity losses. In our efforts to provide a safe workplace, we have a substance abuse policy. Reporting for work or working under the influence of alcohol or illegal substances is prohibited. The use, possession, transfer or sale of illegal substances, alcohol, or any other substances which impair job performance or pose a hazard to the safety and welfare of the employee, the public, or other employees is strictly prohibited and may result in immediate disciplinary action as outlined in our company policies and procedures.

Return to Work If an employee is injured on the job, our goal is to assist in obtaining medical treatment and return the employee to work as soon as possible. Our employees also have responsibilities for notifying us of their condition and providing appropriate information to assist in the Return to Work process. Through this joint effort, recoveries are faster and employees return to productive work environments sooner.

Safety Rules

1. Report to work alert, rested and in good physical condition.
2. Personal protective equipment (such as safety glasses, hearing protection, protective clothing, and footwear) must be worn when required for specific job tasks or work areas.
3. All accidents, incidents and injuries, regardless of how minor, shall be reported immediately to the supervisor in charge.
4. All work is to be performed in a safe manner according to our written policies and procedures. If you have a concern about the safety of a task, bring this to the attention of your immediate supervisor.
5. Understand your work assignments and perform only the job functions in which you are fully trained. Discuss any unfamiliar work assignments with your supervisor prior to beginning the task.
6. Possession of firearms or other weapons is prohibited on Company property, or while you are on Company business.
7. Horseplay or practical jokes are prohibited.
8. Use or being under the influence of, intoxicants or drugs while on the job is prohibited and shall be considered cause for dismissal.
9. No worker shall operate equipment unless trained and authorized for its use.
10. A worker shall not operate a machine unless the guarding mechanisms are in place and functioning properly.
11. Always use the proper tool, equipment, or process for the job.
12. Ignoring safe work practices, policies, procedures, rules or other safety instruction could be cause for disciplinary action up to and including termination of employment.
13. All employees shall correct an unsafe condition or practice to the extent of their authority and/or report the hazard to their supervisor.
14. Ignoring safe work practices, policies, procedures, rules, or other safety instruction is cause for disciplinary action up to and including termination of employment.
15. All employees are forbidden to ride on forklifts, carriers, or other mobile equipment as passengers. Drivers of such equipment are required to wear seatbelts when provided.

FoundArt Inc.
December 2015
Policies & Procedures Manual

Policy Name and Number:	1.9 Dealing with Emergencies
Date last reviewed:	
Approval or last revision:	
Approved by:	

POLICY

FoundArt Inc. staff, volunteer, student and client safety takes precedence over all other concerns. FoundArt Inc. will endeavour to ensure that all staff are trained and ready to address emergency situations when they arise. This policy covers medical emergencies such as cardiac arrest, seizures or loss of consciousness. The individual who first responds to the call for help is responsible for coordinating emergency activities.

SCOPE

This policy applies to all FoundArt Inc. staff, students and volunteers.

PROCEDURES

When a health emergency occurs the following steps are to be taken (adapt as necessary based on the location and the circumstances):

1. Stay with the person to the greatest extent possible. Do not move the person if possible until they have been assessed by medical personnel or someone with first aid training.
2. Page, shout or get help or ask someone to do this. Explain that there is an emergency and the nature of the problem.
3. Call 911 or have someone call 911. When the call is answered indicate if you need police, fire or ambulance or a combination. The 911 caller should identify him/herself, the office location and the room location where the incident has occurred. Follow the 911 operator's instructions.
4. Notify reception that 911 have been called so that the receptionist can direct emergency response staff upon arrival. If reception is not available and there are other people present on site, delegate someone to direct emergency response staff.
5. Page for an individual with first aid training or have reception issue the page:
"An individual with first aid training is needed in [LOCATION] immediately." Repeat twice.
6. Ensure immediate attention is provided to the client and organize first aid attention until emergency services arrive, if necessary.
7. If the emergency occurs in the reception area:
 - 7.1 Depending on the nature of the emergency, one reception staff member may usher spectators away from reception or may remove the person concerned to a quiet room nearby.
 - 7.2 The other reception staff will either attend to the individual of concern or the other people remaining in the reception area.
 - 7.3 Follow steps above (1 – 6).
8. Management staff should be advised of the situation at the first available opportunity (if they were not onsite or not involved in managing the emergency).

9. An *Incident Report* should be completed and left for the manager.

10. The relevant manager, in consultation with the person who acted as crisis manager, should coordinate appropriate post-incident measures, depending on the nature of the emergency and those involved. These steps may be appropriate immediately following the emergency:

10.1 Provide/organize immediate attention and support to all those involved in the emergency, including witnesses.

10.2 Provide brief information about the event to others on the site to allay fears and concerns.

10.3 Advise staff of support services available to them including EAP debriefing services, EAP Critical Incident Response Team (CIRT) or other supports. Arrange for supports if they are needed.

10.4 Determine the debriefing needs of any client(s) involved in the incident and make arrangements.

10.5 Ensure that transportation is available for individuals who have experienced a traumatic incident and wish to go home.

10.6 Ensure support from family and friends is available. While it can be helpful to alert those at home that support is needed, consent of the staff member (or client) is required.

10.7 A debriefing session should take place within 48 hours of an incident to provide staff with a brief update of the situation and discuss any follow-up. A critical incident debriefing may also be arranged.

EMERGENCY PROTOCOL

Source: Adapted from <http://www.toronto.ca/housing/pdf/toolkit05.pdf>

Calling 911 is appropriate in the following situations:

- Someone has become violent or aggressive with staff or others;
- Someone is seriously ill (e.g. seizure, bleeding, or injury);
- Someone is actively suicidal (they have threatened to kill themselves or have already taken steps to harm themselves);
- You believe that you or others are in immediate danger; or
- Another staff requests that you call 911.

Calling 911: Tips for Frontline Staff

When you call 911:

- The operator will ask you which emergency service you require: police, ambulance, or fire.
- They will ask the address. Say the address clearly and give them the nearest major intersection.
- Give them your name and explain that you are staff.

Answering 911 Operator Questions

- 911 will ask a series of questions about the location of the incident, how many people are involved, and for a description of the individual(s) in question. Answer as calmly as possible and give as much detail as you know. If the incident is happening in another part of the building, explain to the operator that you are communicating with other staff onsite and must have information relayed.
- When 911 asks what the problem is, stick to the facts but ensure that they understand the urgency of the situation. If someone is violent or has a violent history, tell them. If someone has issued a threat of any kind of violence, tell them.

Managing Communications with 911 Operator

- Communicate urgency. If they do not believe the situation is serious, they will give the call a low priority. The 911 operator may make judgmental statements about the situation: simply reiterate that it is very serious, that you would not have called otherwise, and urge them to send help.
- 911 may ask questions that we cannot answer (i.e. do you know the person's name). If it is not reasonable to obtain this information safely, explain that you can't provide it but reiterate that help is still needed.
- If the situation escalates, call 911 back immediately and tell them. If emergency crews do not respond, call back and ask for a re-call. Continue to do this until the situation is completely resolved to staff satisfaction.
- Do not cancel police calls, even if an individual leaves the building. The person may stay in the area and it is important to make a report.

Staff Back-up

- Make sure that you are safely able to make a 911 call. Front Desk staff must be able to stay on the line uninterrupted with 911 during an incident. If you are being threatened directly, call maintenance or other staff for back up and maintain a safe distance.

Documentation & Reporting of 911 Calls

- Document all dealings with 911 in an incident report and a report to the Manager. Give details about how the operator treated you, whether or not emergency crews responded, and what the outcome of the incident was.
- Any contact with 911 is considered an incident and requires an incident report to be filled out and filed with the appropriate managers.

EMERGENCY SEARCH AND EVACUATION PROCEDURES

Source: Adapted from <http://www.toronto.ca/housing/pdf/toolkit05.pdf>

Basic Emergency Evacuation Procedure:

- Pick up client sign-in sheets (if any) and leave the area immediately (so you know who is/was in the building).
- Ensure that all disabled persons have the assistance they need to evacuate the building.
- Designated staff must check washrooms, offices, meeting rooms, etc.

Our designated staff for each program/floor/etc. are:

- Go to the nearest exit and leave the building. DO NOT use elevators.
- Close all doors behind you. Take keys with you.
- Call 911 as soon as possible. Give the correct name and address of the building, the type of emergency, and your name.
- Meet at a designated nearby location and verify that all program participants, staff and volunteers are accounted for. (When conducting drills or discussing evacuation procedures with participants, volunteers, and staff, emphasize the importance of meeting at this designated spot and not leaving the area until others have been able to account for your whereabouts. Explain that if others do not know you are safe, someone may risk their lives to try to find you.)

Our designated location is:

- Advise emergency officials of any missing person, their age, physical description, and possible whereabouts in the building.
- Notify the Executive Director and/or supervisor.
- No employee other than the Executive Director or his/her designate may speak to the public or the media about the emergency or evacuation.
- Do not re-enter the building until you are given permission to do so by emergency officials on the scene.
- Complete any reporting required as per your organizational policies.

Unidentified and suspicious object:

- If you find a suspicious object, DO NOT TOUCH IT.
- Note the description of the object, its location, and any other important pieces of information, and report it immediately to the authorities.
- If an unidentified and suspicious object is found in the building, a quiet and systematic evacuation of the building is required.
- In such an event, staff must direct people to quickly and quietly leave the building, maintaining control and minimizing panic. Use the *Basic Emergency Evacuation Procedure*.

FIRE SAFETY POLICY AND PROCEDURES

Source: Adapted from <http://www.toronto.ca/housing/pdf/toolkit05.pdf>

In the event of a fire:

- Before opening any door, feel the knob for heat. If it is not hot, brace yourself against the door slightly and open it. If you feel air pressure or a hot draft, close the door quickly.
- If you encounter smoke, consider taking an alternate stairwell/exit. Crawl low under the smoke.
- Activate fire alarm and call 9-1-1 regardless of the size of the fire. Never assume that this has already been done. Give the correct name and address of the building, the location of the fire, and your name.
- If parents are meeting in a separate room from their children, the staff who are with the children are responsible for evacuating them

If you cannot leave your room or have returned to it because of fire or heavy smoke:

- Close your door.
- Be sure the door is unlocked so that firefighters can reach you.
- If you require assistance and can call 9-1-1, do so and let the Fire Department know where you are in the building.
- If smoke comes into the room, seal the base of the door with a wet towel or blanket and crouch down low to the floor.
- Move to the most protected area you can, and partially open a window if possible. (Keep the window closed if smoke comes in).
- Wait to be rescued.
- Listen for any instructions by emergency personnel.

Fire Drill Procedures:

- Fire drills will be conducted by a designated staff person in coordination with the local Fire Department. Drills will be done on a regular basis to ensure that all participants, staff, and volunteers are familiar with building evacuation procedures.
- After each drill a designated person will complete a Fire Drill Report.
- Fire extinguishers will be placed throughout the facility and will be tested annually and logged by a designated person.
- Fire extinguishers do not replace the need to call Toronto Fire Services. Always call 9-1-1 when a fire occurs, even a small fire. Fire extinguishers are not designed to fight large or spreading fires.
- All staff and volunteers must be familiar with the location and operation of fire extinguishers.
- All new staff, volunteers, and program participants must be oriented to fire exits and building evacuation procedures.
- At least one staff member per shift, and, where possible, all staff members, is required to have a recognized First Aid and cardiopulmonary resuscitation (CPR) certification and should be trained in basic First Aid and emergency procedures. This will be updated every two years.
- If an individual is injured, staff will ensure that the person receives appropriate First Aid and medical attention. An accident report will be completed and filed in the program's records.
- The program must complete any reporting required as per organizational policy.

FoundArt Inc.
December 2015
Policies & Procedures Manual

INCIDENT REPORT

Date of incident: _____ Time: _____ Duration: _____

Location and Program: _____

Participant(s) involved: _____

Staff involved: _____

Name of Ambulance Attendant / Police Officer and badge # (if applicable): _____

Type of Incident

Behavioural Medical Injury Property damage

Emergency Specify: _____

Other Specify: _____

DESCRIPTION OF INCIDENT *(attach another page if more space needed)*

ACTION TAKEN *(attach another page if more space needed)*

FOLLOW-UP / NEXT STEPS: _____

Staff completing report:

[Print name] _____

[Signature] _____

Witness:

[Print name] _____

[Signature] _____

Supervisor / Manager:

[Print name] _____

[Signature] _____

Policy Name and Number:	1.10 Aggressive or Threatening Behaviour
Date last reviewed:	
Approval or last revision:	
Approved by:	

POLICY

FoundArt Inc. promotes a safe and secure environment and does not tolerate aggressive or threatening behaviours. This policy covers how to deal with aggressive or threatening behaviour on the part of clients, people associated with clients or the public. Staff, students and volunteers do not have to tolerate such behaviour and should report it immediately. Zero tolerance of aggressive or threatening behaviour extends to FoundArt Inc. locations, including offsite, home and community settings.

A series of steps can be taken to ensure a safe and secure work environment including:

- Physical precautions in the work setting to prevent or safeguard against aggressive or threatening behaviour
- Safety precautions in advance of problems including minimum coverage and case review in advance of an interaction with a high-risk client
- Limiting, refusing or withdrawing service in the face of aggressive or threatening behaviour
- Using co-leadership for groups where there may be safety issues
- Implementing service alerts or email alerts for clients who pose a safety concern
- Managing aggressive or threatening behaviour.

Every effort will be made to ensure that clients are not stigmatized by inaccurate information. However, in ambiguous situations the safety needs of staff, volunteers, students and other clients must take precedence.

DEFINITION

Aggressive or threatening behaviour can include:

- menacing, angry, loud and/or abusive language
- communicating a threat of bodily harm or injury to property, either verbally or through physical behaviour
- brandishing any object as a weapon
- any threat, real or implied
- any behaviour that makes a staff person, student or volunteer feel unsafe
- loss of control

The aggressive or threatening behaviour may be exhibited by the client or by someone associated with the client (e.g., a partner, relative or friend).

SCOPE

All FoundArt Inc. staff, volunteers and students are covered by this policy.

PROCEDURES

1. Precautions to take PRIOR to interacting with individuals or groups who pose a safety risk or concern

1.1 Review client file and determine which safety precautions to take, including:

- Using an alternative interview room rather than personal office
- Reviewing the Safety Alert System at your location and request panic button if required
- Speaking with the referral source in advance of the initial meeting with the client

Policies & Procedures Manual

- Scheduling the appointment with the client or group session at peak staffing level periods to ensure the availability of support and back-up
 - Advising support staff and management of the time and location of the interview with the client or group session concerned
 - Preparing the room for safety (e.g., clear out objects that could be used as weapons, leave the door ajar)
 - Arranging to have staff colleagues monitor the interview room
 - Bringing a second staff member to assist in the interview.
- 1.2 Provide service, to the greatest extent possible, in a safe interview room that:
- Does not have objects that can be thrown or used as weapons
 - Provides the option of leaving the door and/or window blinds open
 - Allows staff to easily leave the room.
- 1.3 Ensure minimum staff coverage for any service provided to a client who poses a safety risk (i.e., Service Alert on his/her file related to problematic behaviour, concern based on clinical experience): One other staff must be in close proximity to the interview location while the interview is underway and aware of the situation.
- 1.4 Develop a support plan with support staff, other staff and management, including alternate safety strategies such as call-in to manager or staff colleague at break and at the conclusion of the session.

2. Precautions to take DURING and AFTER an interaction with individual client or group session

- Staff should position themselves so that they may easily exit the room if required.
- Negotiate a contract with the client regarding unwanted behaviours and resulting consequences.
- Escort client out of the building and ensure that doors are locked, if possible.
- Request to be observed or accompanied when leaving.

3. WHEN the client is aggressive or threatening

- If staff, students or volunteers feel they are not safe at any point in providing service, follow the principle of **safety first**. Do not minimize a situation that may be getting out of control. Trust your gut feelings.
- Terminate the interview and ask the individual to leave the office.
- If the person is willing to do so, escort him/her out of the building and ensure that the doors are locked (if possible).
- If the person is unwilling to leave, becomes volatile, disruptive or unpredictable, leave the room immediately (if possible).
- Activate the safety alert system to summon help from other staff.
- If needed, create noise and disturbance to attract the attention of other staff.

4. ONCE the Safety Alert System has been activated

4.1 Staff directly involved in the incident must advise the program manager of the situation. If the program manager is not available, assume the role of crisis manager or find another staff person to do so.

4.2 Upon hearing the safety alert system:

- Staff who are not directly involved in the incident should follow the safety alert system for their location (e.g., stay in office or leave their office and proceed to the predefined area).
- Staff at reception will follow the safety alert system for their location (e.g., leave one person to ensure the safety of reception clients or visitors while another staff leaves to find out what is happening and returns with more information).

4.3 The person acting as crisis manager determines the location of the disruption and whether any contact has been made with the staff that activated the safety alert system.

4.4 If no contact has been made, the crisis manager:

- Opens a line into the office where the incident is occurring
- Listens to what is happening in the office to determine what to do

- If possible and it makes sense, speaks to the people involved.
- 4.5 Once contact has been made, the crisis manager will determine the best course of action, organize first aid and arrange to call 911 as needed.
- 4.6 If the safety alert system has been activated in error, the staff member must call reception immediately to advise them.

5. Call 911

- Dial 911 and request police, fire, ambulance or a combination.
- Inform the 911 operator if there is an immediate threat of harm. Such calls are higher priority and receive a fast police response.
- Identify yourself, the office location and the room location where the incident is occurring.
- Get a report number from the 911 operator to follow-up if needed.
- Advise management staff at the first available opportunity.

6. AFTER the aggressive or threatening behaviour

- 6.1 Staff involved should document the behaviour in the client file and determine whether a service alert, organization-wide alert or trespass notice is required.
- 6.2 The aggressive or threatening incident should be reported within the “Attention” button in the electronic record. The Manager of the Service Access Unit should also be informed.
- 6.3 If there is reason to believe the aggressive or threatening behaviour will continue, an organization-wide alert should be issued by email.
- 6.4 Debrief on the situation with the manager, the crisis manager and witnesses. Determine whether follow-up or support is required (e.g., EAP debriefing services, transportation for staff involved in any traumatic incident).
- 6.5 If required, obtain additional supports for staff, volunteers, students and/or clients involved in the aggressive or threatening incident (e.g., EAP debriefing, outside counselling, legal assistance, financial reimbursement or time off).
- 6.6 Complete an *Incident Report* once the situation has abated (see policy on *Incident Reporting / Accident Investigation*).
- 6.7 Determine if service to the client should be limited or withdrawn.

7. Laying criminal charges

- 7.1 In cases of aggressive and/or threatening behaviour, the police may decide to lay charges against the client. In such cases, staff are expected to cooperate fully. If staff members wish, they may discuss ethical issues with their supervisor.
- 7.2 Affected managers and staff may ask their program director for approval to seek legal counsel through the organization’s solicitors.
- 7.3 If the police consider the evidence insufficient to lay a charge, FoundArt Inc. may support the presentation of evidence to a Justice of the Peace. The legal consultation process to make this decision will involve the Executive Director, director, program manager and involved staff. FoundArt Inc. will provide legal services as part of this process. Decisions will be made on a case by case basis.

FoundArt Inc.
December 2015
Policies & Procedures Manual

Policy Name and Number:	1.11 Child Abuse Reporting/Documentation
Date last reviewed:	
Approval or last revision:	
Approved by:	

POLICY

All persons performing professional or official duties at FoundArt Inc. have a duty to report a child's need for protection, in compliance with the *Child and Family Services Act*.

The duty to report child in need of protection is outlined in Section 72 (1) of the Act, and states that where there are reasonable grounds to suspect that a child may be in need of protection (see definition section for complete list), the person must immediately report his/her suspicions and the information on which the concern is based to a children's aid society. In cases where there is doubt or ambiguity, a children's aid society should be consulted.

Duty to report is a personal duty and cannot be delegated to another (e.g., manager or director cannot report on behalf of an employee, rather the employee must make the report directly).

The duty to report takes precedence over all FoundArt Inc. policies. The professional's duty to report overrides the provisions of any other Provincial Statute, specifically those provisions of other Statutes that would otherwise prohibit disclosure by the professional. The only privilege not subject to reporting is that between a solicitor and his/her client.

Failure to report is an offence under the Act. Any professional who fails to report his/her suspicion of a child's need for protection is liable on conviction to a fine of not more than \$50,000 or to imprisonment for a term of not more than two years, or to both.

FoundArt Inc. will ensure that all employees, volunteers, students are trained in child abuse reporting policies and procedures prior to providing service.

SCOPE

All FoundArt Inc. employees, volunteers and students are covered by this policy.

LIMITATIONS

Duty to report is a personal duty and cannot be delegated to another (i.e., manager or director cannot report on behalf of an employee; rather the employee must make the report directly).

PROCEDURES

1 Informing the client about the limits of confidentiality and the duty to report

- 1.1 All clients must be informed of the limits of confidentiality and the legal requirement to report child abuse or neglect at intake.
- 1.2 At the first face-to-face appointment, employees will remind clients of the limits of confidentiality and the duty to report child abuse. Clients must sign a form which signals that they are aware of these limits. For clients who are only served on the phone, employees will verbally explain the limits of confidentiality and write a note in the client record indicating this has been discussed with the client.

2 Acting on a suspicion of child abuse or neglect

Policies & Procedures Manual

2.1 If child abuse is suspected, determine from the client record if there have been prior consultations with a children's aid society.

If yes (i.e., there have been prior consultations and/or if the society has given directions not to inform particular individuals), any previous direction from a children's aid society must be followed.

If no, proceed to the next step.

2.2 If child abuse is suspected, all personnel are encouraged to discuss the situation with their supervisor/manager to determine the best way to proceed (e.g., whether to inform the client prior to making the call to the children's aid society).

2.3 Every reasonable effort will be made to first inform the service user (both adult and child) in a sensitive manner of the intention to report, prior to contacting the children's aid society.

2.3.1 The adult client in charge of the child can be given the option of making the first contact with the children's aid society.

2.3.2 However, the adult client should not be encouraged to make the first contact with the society if this may put the child at greater risk, if this risks prejudicing the investigation or there are CAS directions not to inform a particular person.

2.3.3 The fact that the parent or guardian reports the child abuse does not relieve the staff person of his/her duty to report.

2.4 Document the conversation about the intent to report with the service user in the client file.

3 Reporting to a Children's Aid Society

3.1 Any FoundArt Inc. employee, volunteer or student must inform their immediate supervisor of any abuse allegations they have reported at the first possible opportunity.

3.2 The person who suspects that a child needs protection must make the report personally to the children's aid society and make every effort to facilitate the children's aid society investigation. The duty to report cannot be delegated.

- If possible, consider the child's religious or cultural affiliation in making the report. Contact: Peel Children's Aid Society at 905-363-6131.

3.3 Staff will maintain contact with the children's aid society as appropriate, whether to facilitate the investigation or ensure that the report is addressed.

3.4 Management and other team members will support the employee, volunteer or student making the report.

3.5 During the course of a children's aid society investigation, personnel will ask the children's aid society for guidance on how to relate to the client (e.g., whether or not to discuss the investigation) and follow that direction as much as possible.

4 Documenting and reporting

4.1 The person reporting to a children's aid society must document the following information in the client record:

- Date and time of the report
- Name of the person reporting the abuse and relationship to the child
- Name and telephone number of the children's aid society person who received the report
- Name, age and religion (if known) of the child
- Nature and known details of the suspected abuse
- Name or identity of the alleged abuser
- Content and outcome of discussion with the adult client (parent/guardian)
- Children's aid society response and follow-up to the report
- Revised service plan, if any
- Any further follow-up or contact with the children's aid society.

DEFINITIONS from the *Child and Family Services Act*

Duty to report child in need of protection s. 72 (1): if a person, including a person who performs professional or official duties with respect to children, has reasonable grounds to suspect one of the following, the person shall forthwith report the suspicion and the information on which it is based to a society:

1. The child has suffered physical harm, inflicted by the person having charge of the child or caused by or resulting from that person's,
 - i. failure to adequately care for, provide for, supervise or protect the child, or
 - ii. pattern of neglect in caring for, providing for, supervising or protecting the child.
2. There is a risk that the child is likely to suffer physical harm inflicted by the person having charge of the child or caused by or resulting from that person's,
 - i. failure to adequately care for, provide for, supervise or protect the child, or
 - ii. pattern of neglect in caring for, providing for, supervising or protecting the child.
3. The child has been sexually molested or sexually exploited, including by child pornography, by the person having charge of the child or by another person where the person having charge of the child knows or should know of the possibility of sexual molestation or sexual exploitation and fails to protect the child.
4. There is a risk that the child is likely to be sexually molested or sexually exploited as described in paragraph 3.
5. The child requires medical treatment to cure, prevent or alleviate physical harm or suffering and the child's parent or the person having charge of the child does not provide, or refuses or is unavailable or unable to consent to, the treatment.
6. The child has suffered emotional harm, demonstrated by serious,
 - i. anxiety,
 - ii. Depression,
 - iii. Withdrawal,
 - iv. Self-destructive or aggressive behaviour, or
 - v. delayed development, and there are reasonable grounds to believe that the emotional harm suffered by the child results from the actions, failure to act or pattern of neglect on the part of the child's parent or the person having charge of the child.
7. The child has suffered emotional harm of the kind described in subparagraph i, ii, iii, iv or v of paragraph 6 and the child's parent or the person having charge of the child does not provide, or refuses or is unavailable or unable to consent to, services or treatment to remedy or alleviate the harm.
8. There is a risk that the child is likely to suffer emotional harm of the kind described in subparagraph i, ii, iii, iv or v of paragraph 6 resulting from the actions, failure to act or pattern of neglect on the part of the child's parent or the person having charge of the child.
9. There is a risk that the child is likely to suffer emotional harm of the kind described in subparagraph i, ii, iii, iv or v of paragraph 6 and that the child's parent or the person having charge of the child does not provide, or refuses or is unavailable or unable to consent to, services or treatment to prevent the harm.
10. The child suffers from a mental, emotional or developmental condition that, if not remedied, could seriously impair the child's development and the child's parent or the person having charge of the child does not provide, or refuses or is unavailable or unable to consent to, treatment to remedy or alleviate the condition.

11. The child has been abandoned, the child's parent has died or is unavailable to exercise his or her custodial rights over the child and has not made adequate provision for the child's care and custody, or the child is in a residential placement and the parent refuses or is unable or unwilling to resume the child's care and custody.

12. The child is less than 12 years old and has killed or seriously injured another person or caused serious damage to another person's property, services or treatment are necessary to prevent a recurrence and the child's parent or the person having charge of the child does not provide, or refuses or is unavailable or unable to consent to, those services or treatment.

13. The child is less than 12 years old and has on more than one occasion injured another person or caused loss or damage to another person's property, with the encouragement of the person having charge of the child or because of that person's failure or inability to supervise the child adequately.

Note of Clarification on Reportable Grounds:

Patterns of neglect are now included as grounds for reporting and the threshold for "emotional harm" has been lowered from substantial risk to the risk that the child is likely to suffer emotional harm.

The section does not specifically include children who witness violence and the issue is currently under discussion between children's aid societies and the Ministry. However, the sections relating to neglect and emotional harm could apply in domestic violence situations (e.g., when the children appear to be traumatized). A consultation with a children's aid society is recommended in these situations.

Ongoing Duty to Report, s. 72 (2): A person who has additional reasonable grounds to suspect one of the matters set out in subsection (1) shall make a further report under subsection (1) even if he or she has made previous reports with respect to the same child.

Person to report directly, s. 72 (3): A person who has a duty to report under subsection (1) or (2) shall make the report directly to the society, a person who has a duty to report under subsection (1.1) shall make the report directly to any organization, agency or person designated by regulation to receive such reports, and such persons shall not rely on any other person to report on their behalf.

Offence s. 72 (4): A person referred to in subsection (5) is guilty of an offence if,
(a) He or she contravenes subsection (1) or (2) by not reporting a suspicion; and
(b) The information on which it was based was obtained in the course of his or her professional or official duties.
(4.1) A person is guilty of an offence if the person fails to report information as required under subsection (1.1).
(4.2) A person is guilty of an offence if the person,
(a) Discloses the identity of an informant in contravention of subsection (1.4); or
(b) Dismisses, suspends, demotes, disciplines, harasses, interferes with or otherwise disadvantages an informant in contravention of subsection (1.5).

Persons to whom s. 72 (4) applies (s. 72(5): Subsection (4) applies to every person who performs professional or official duties with respect to children including,

- (a) a health care professional, including a physician, nurse, dentist, pharmacist and psychologist;
- (b) a teacher, school principal, social worker, family counsellor, operator or employee of a day nursery and youth and recreation worker;
- (b.1) a religious official, including a priest, a rabbi and a member of the clergy;
- (b.2) a mediator and an arbitrator;
- (c) a peace officer and a coroner;

- (d) a solicitor; and
- (e) a service provider and an employee of a service provider.

Penalty s. 72 (6.1) A director, officer or employee of a corporation who authorizes, permits or concurs in a contravention of an offence under subsection (4) or (4.1) by an employee of the corporation is guilty of an offence.

Penalty s. 72 (6.2) A person convicted of an offence under subsection (4), (4.1), (4.2) or (6.1) is liable to a fine of not more than \$50,000 or to imprisonment for a term of not more than two years, or to both.

FoundArt Inc.
December 2015
Policies & Procedures Manual

Policy Name and Number:	1.12 Harassment & Discrimination
Date last reviewed:	
Approval or last revision:	
Approved by:	

POLICY

FoundArt Inc. recognizes the dignity and worth of every person and is committed to a policy of equal rights and opportunities without discrimination or harassment. Every individual has the right to work in an environment free from discrimination and harassment. No personnel may be discriminated against or harassed on the basis of the following prohibited grounds: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, age, record of offences, marital status, same-sex partnership status, family status, physical/mental /intellectual disability or economic status.

FoundArt Inc. seeks to create a climate of understanding and mutual respect.
Discrimination, harassment and racist incidents or behaviour will not be tolerated.
All supervisors shall ensure that this policy is communicated to personnel within their team(s).

All individuals have the right, as defined in the *Ontario Human Rights Code*, to file a complaint with the Human Rights Commission of Ontario. This right is not limited in any way by this policy. As required by the Code, FoundArt Inc. will investigate all allegations of harassment and discrimination.

SCOPE

This policy applies to all management, unionized and excluded employees.
Bargaining unit employees may elect to have their complaints resolved through either this policy or may elect to use the procedures in the *Collective Agreement*.

DEFINITIONS

Workplace Discrimination: Discrimination includes, but is not limited to unequal treatment based on one or more of the prohibited grounds under this policy.

Workplace discrimination can be intentional, unintentional, direct or indirect and can take many forms including:

- refusal of employment
- employment/contracting requirements, which are not essential to the performance of the job, which have an adverse impact on members belonging to a protected group under this policy
- refusal of promotion or workplace opportunities
- creating and contributing to or condoning a poisoned work environment
- failure to provide appropriate employment accommodation
- failure of management to respond to allegations of harassment

Workplace Harassment: Harassment is a form of discrimination. Harassment means engaging in a course of comment or conduct which is known or ought reasonably to be known to be unwelcome. Harassment can be one or a series of unwanted, unsolicited remarks, behaviours, or communications in any form, via any medium, that is directed toward a member of a group protected under this policy. The following are some examples of harassment:

- abusive behaviour, racist or homophobic comments, demeaning jokes
- displaying or distributing pornographic or hate-based pictures or email
- unwelcome sexual attention, contact or comments; sexual innuendoes or gestures; unsolicited physical contact
- taunting about a person's clothes, customs, accent

Policies & Procedures Manual

- refusing to converse or work with a service user or organization personnel because of his or her racial/ethnic background or gender/sexual orientation or disability
- interfering with, threatening or intimidating an individual for exercising their rights under this policy

Poisoned Work Environment: The presence of behaviour, comments or a work environment that ridicules, belittles or degrades people or groups identified by one or more of the prohibited grounds of this policy. A poisoned work environment could result from a series and/or a single event, remark or action and need not be directed at a particular individual.

PROCEDURES

1. While personnel cannot be required to report experiences of discrimination and harassment, they are strongly encouraged to bring forward complaints regarding violations of this policy.
2. If an individual believes they are being harassed or discriminated against, they can talk to the person on their own or with the support of a peer or supervisor.
3. The individual should notify the first level of management not involved in the complaint (free of bias or conflict of interest).
4. The individual can seek information or assistance from the Human Resources (HR) Department in bringing a complaint to management's attention. The HR Department is committed to responding neutrally and confidentially to any individual's request for information about this policy and aspects of managing workplace discrimination and harassment issues.
5. **Supervisor's Responsibilities:** In responding to allegations of discrimination and harassment, all FoundArt Inc. supervisors are responsible for:
 - informing the relevant program director of the complaint as soon as possible
 - acting quickly and appropriately
 - determining the method by which to deal with the allegations based on the nature and complexity of the issue, needs, interests and goals of the parties involved -- possible methods include direct management action, informal or formal dispute resolution (i.e., mediation, investigation), and may involve both internal and external "service providers" (i.e., mediators, investigators)
 - recognizing that harassment and discrimination conflicts often involve power imbalances between the parties and ensuring that the power can be balanced in the process selected
 - ensuring contracted service providers have the required expertise
 - exercising proactive, prevention-oriented and cost-effective practices
 - effectively managing workplaces in which there are possible policy violations
 - declaring a potential conflict of interest in relation to an allegation where the supervisor is, or may be perceived to be, either condoning or directly involved with the allegation; in such a case, another supervisor will be appointed to respond to the complaint
 - consulting with the HR Department regarding administering and enforcing this policy
 - ensuring discrimination and harassment responses/remedies that aim to correct identified problems, prevent repeated violations and restore the workplace
 - imposing penalties, as appropriate to the circumstances of each case, up to and including termination of employment
6. **Mediation:** The following situations may not be appropriate for mediation:
 - a significant power imbalance exists between the parties (e.g., status, position, authority, knowledge, resources)
 - one or both parties has revenge or punishment as a primary goal

Policies & Procedures Manual

- hostility is so high that communication and problem-solving is impossible
- there is little desire to establish or mend a working relationship
- there is a need to have a determination of guilt or innocence, such as where the alleged offender has a history of similar behaviour or where discipline is an obvious remedy

7. Timeframes: While every effort must be made to comply with the following, failure to do so does not void the process.

1. Unless the situation warrants immediate referral for formal dispute resolution or investigation, supervisors will attempt to resolve complaints themselves (in consultation with HR) within 30 days of becoming aware.
2. Dispute resolution must be completed within 15 days after assignment of a service provider, unless extenuating circumstances exist.
3. An investigator must be assigned within 15 days after management's decision that the complaint will be investigated.
4. An investigation must be completed and final report submitted to management within 60 working days after assigning a complaint to an investigator, unless there are extenuating circumstances.
5. Parties and managers involved must be notified of the outcome of an investigation within 30 days of receiving the final report; and where an allegation is upheld, a statement regarding discipline imposed and/or other appropriate action taken.

8. Penalties/Discipline: Individuals found to have violated this policy will receive penalties/discipline, as appropriate to the circumstances of each case, up to and including termination of employment.

9. Confidentiality and Privacy:

- During the resolution of possible violations, all information must remain confidential subject to the rules below, except where sharing information is required by law.
- Complainants, respondents (the person against whom the complaint is made) and witnesses have access to statements they have made and information that they have provided.
- Respondents and complaints must have access to enough information about the allegations and responses of other parties and witnesses to enable them to make a defence or rebuttal.
- If a complaint is found to be unsupported, provided the complaint was not made in bad faith, no documentation will be placed on the personnel files of the individuals involved.

Policy Name and Number:	1.13 Description of Services
Date last reviewed:	
Approval or last revision:	
Approved by:	

BEHAVIOR ANALYSIS SERVICES

Description

Behavior analysis services are provided to assist recipients to learn new, or increase existing, functionally equivalent replacement skills directly related to existing challenging behaviors. Challenging behaviors include those behaviors exhibited by the recipient that pose risk of harm to the recipient or others (i.e., aggression, self-injury, property destruction, behaviors that prevent inclusion in normal settings, or behaviors that the recipient does not exhibit with sufficient proficiency or skill to prevent harm to the recipient or others, including resisting basic hygiene, and refusal to take medications).

Behavior analysis includes the design, implementation, and evaluation of systematic environmental modifications that assist in understanding a recipient's behavior and to produce significant change in the recipient's behavior that is socially meaningful. Behavior analysis uses direct observation and measurement of a recipient's behavior and environment to identify contextual factors, conditions influencing motivation, stimulus events occurring prior to behavior, as well as reinforcement and other consequences that affect these practical changes in behavior.

The services are designed to facilitate ongoing changes in the recipient's environment, the interactional styles of caregivers, and the contingencies for the recipient's behavior provided by other people in order to make lasting improvements in the recipient's behavior. Training for parents, caregivers, and staff is integral to the implementation of a behavior analysis services plan as is the monitoring of procedural integrity and program effectiveness.

In order to determine when and in what situations the recipient's challenging behavior occurs, the recipient's behavior is assessed to identify functional relationships between a particular behavior and the recipient's environment. A variety of techniques, including positive reinforcement, are used in order to produce practical behavior change.

Behavior analysis services should be initiated with a plan for maintaining and generalizing behavioral improvements, as well as an initial criteria for the reduction and fading of behavioral services. As caregivers show increasing competence in delivering the implementation plan, and the recipient's target behaviors are responding to effective treatment, the plan should set forth target behavior criteria to be achieved by the recipient that lead to a specified reduction in the level of service. Subsequent to the initial plan, an updated fading plan must be addressed, at a minimum, as part of the annual report.

The written annual report (3rd Quarterly Report or 9th Monthly Report) for behavior analysis services should include:

Policies & Procedures Manual

- Summary of program fidelity monitoring and any relevant environmental or medical factors affecting behavior.
- Graphic and narrative summary of all target behaviors identified in the behavior analysis services plan (BASP).
- Analysis of data and summary of progress, identifying whether each target behavior has improved or not since the last quarter and since baseline.
- Recommendations for the coming year, including a plan of fading based upon behavioral criteria or changes to the current plan or other supports and services, if any.

Delivery of behavior analysis services is a complex process that includes assessing, planning, and training directly with the recipient as well as with others supporting the recipient, at times when the recipient is present or absent.

Direct services that may be provided to the recipient, caregivers, or staff, or other providers, include:

- Conducting an analog functional analysis.
- Observation of the recipient for descriptive functional assessment.
- Observation of the recipient for ongoing assessment, evaluation and data collection.
- Interview, observation, feedback regarding interactions of caregivers, staff and other providers.
- Training or modeling procedures and training caregivers, staff, or other providers.
- Probing new procedures with recipient.
- Direct training of the recipient.

Indirect services provided to support behavioral programming include the daily progress notes documenting the activities, data collection, and analysis.

In addition, indirect activities that occur when the recipient is not present that are required to support behavior analysis can include behavior plan development and revision, graphing and analysis of data, providing consultation to other professionals, presentation of a recipient's behavior plan to the APD LRC, and attending meetings relevant to the recipient's treatment, including the recipient's treatment team, psychiatrist, and school related meetings. Providers can only bill for indirect services up to a maximum of 25% of the total units for the cost plan year. In those cases, where service hours are limited to four hours or less per month, an average of one hour per month maximum can be billed for indirect services.

The practice of behavior analysis and assessment is defined in APD's Rule 65G4.009, F.A.C. Behavior analysis support plans that include behaviors identified in APD's Rule 65G-4.010, F.A.C., require submission to the LRC chair for review, within five working days of implementation, by certified behavior analysts or persons licensed pursuant to Chapter 490 or Chapter 491, F.S., meeting provider qualifications.

Behavior analysis does not rely on cognitive therapies and expressly excludes psychological testing, neuropsychology, psychotherapy, sex therapy, psychoanalysis, hypnotherapy and long-term counseling as treatment modalities. Services provided by behavior analysts with limited experience in the problem area or by behavior analysts who are not BCBA's or licensed under Chapter 490 or 491, F.S., with at least one year supervised experience in the application of applied behavior analysis, should receive oversight and approval of services with a more experienced behavior analyst or with the above described highest level of certification.

Place of Service

These services can be provided in the recipient's place of residence, while providing life skills development services, or anywhere in the community. In all cases, behavior analysis services must be provided in the setting(s) relevant to the behavior problems being addressed.

Limitations and Exclusions

A recipient must receive no more than 16 quarter-hour units of behavior analysis service per day. A unit is defined as a 15-minute time period or portion thereof. This service can be provided concurrently (at the same time and date) with another service. These services are not to be provided in the school system or take the place of services required under provisions of the Individuals with Disabilities Education Act (IDEA).

Behavioral assessments are limited to one per year. These assessments are reimbursed at the usual and customary rates, unless specifically authorized by the APD regional behavior analyst. Providers cannot bill more than 16 quarter-hours per day, or 496 quarter-hours per month, and no more than 5,840 quarter-hours per year.

BEHAVIOR ASSISTANT SERVICES

Description

The primary purpose of behavior assistant services (BAS) is to provide support in implementing the BASP created by the behavior analysis services provider. The assistant must maintain a copy of the plan. This includes assisting the certified behavior analyst in assessing the recipient, assisting in implementing new procedures in the presence of the behavior analyst, acting as a model for correct implementation for the recipient or the caregivers, or coaching caregivers to implement the behavior program. Unlike other services, the behavior assistant provider's focus is working with the caregivers to provide them with the skills to execute the procedures as detailed in the behavior analysis services plan, rather than the provision of intervention directly with the recipient and to evaluate a caregiver's maintenance of skills needed for behavior program implementation.

Behavior assistant services can only be provided under the supervision of a behavioral services provider. Supervision should include observation of the behavior assistant working with the recipient, their caregivers, or other providers. The behavior assistant must maintain documentation signed by the behavior analyst providing supervision. The behavior analyst can bill simultaneously for direct supervision of the behavior assistant.

In the initial stages of treatment, the BAS provider can provide direct intervention with the recipient to help bring the identified behavior under control within a short period of time. However, thereafter, any direct intervention performed by the behavior assistant provider must be performed in the presence of caregivers and used as a training method. In circumstances where there is need for re-training of parents, training of new staff due to turnover, and the periodic need for new interventions, the behavior analysis provider may provide additional intervention and training to address the current need. If there are needs for extensive training and support, a request for an extension or renewal of the service may be submitted.

In addition to training and systematically transferring the implementation of the plan to the caregivers, BAS also include monitoring of caregivers implementing the behavior plan, data collection, copying of forms and

documents, maintenance of materials for data collection, and implementation of procedures, as well as communicating with the supervising behavioral services provider, in order to assist the behavior analysis services provider.

In all instances of BAS, the daily progress notes must thoroughly document the recipient's activities, as well as observations, data collection, and planning. Behavior assistant services are designed for recipients receiving behavior analysis services in one or more of the following circumstances:

- Health and safety needs are a direct result of the recipient's challenging behaviors pose a documented risk to the recipient or the community, and can result in a loss of the current living environment and placement in a more restrictive setting. Documentation can include police reports, hospitalization reports, medical reports, incident reports, or other records that will substantiate the severity and frequency of the behavior.
- Other paid or unpaid services or supports requiring time-limited instruction on learning how to carry out the behavior plan effectively.
- For a time-limited period during transitional residential changes, such as movement from intensive behavior residential habilitation to behavior focused residential habilitation, or other significant life changes where challenging behaviors are likely to increase and new caregivers need to be trained to ensure a successful move.

These services are supplementary to those offered through the public school system with a focus on transferring instructional control to caregivers in naturally occurring situations. These services are not to be provided in a school setting or take the place of services required under provisions of the IDEA.

Behavior Analysis Services Plan

The BASP should include methods for evaluating the proficiency of caregivers in the behavior plan implementation, and a time-based fading plan within which there is an incremental reduction in service by the behavior assistant as well as the supervising behavior analyst, as the long-term caregivers become competent in the procedures and assume more of the responsibilities for implementing the plan. The BASP must be designed, implemented or monitored and approved as required by APD's Rule 65G-4.009 and Rule 65G-4.010, F.A.C.

Place of Service

These services can be provided in the recipient's place of residence or setting(s) relevant to the behavior problems being addressed (typically with the primary caregivers present). Behavior assistant services cannot be provided in any school setting.

Limitations and Exclusions

Behavior assistant services are to be time limited. Once paid or unpaid supports gain the skills and abilities needed to assist the recipient in functioning more independently and in less challenging ways, the behavior assistant services should be faded out and discontinued. If there are needs for extensive training and support, a request for an extension or renewal of the service may be submitted.

Behavior assistant services are limited to a maximum of 32 quarter-hours per day. Recipients requiring over 24 quarter-hours per day must have monthly reviews by the LRC chair or regional behavior analyst. Review of this

service may occur as a desk review with required submission of behavioral graphs and evidence of caregiver competency provided by the supervising behavior analyst.

The behavior assistant must maintain evidence of required monthly “supervision” on a supervision log, showing the date, time started, and time ended with signatures of both the behavior assistant and the supervising behavior analyst.

In addition, to continue initial authorization or renew the behavior assistant service after six months, the behavior assistant must submit copies of supervision logs to the APD regional behavior analyst at the time of review or when renewal of BAS is requested, otherwise continuation or renewal of BAS will be denied.

FoundArt Inc.
December 2015
Policies & Procedures Manual

Policy Name and Number:	1.14 Required Documents
Date last reviewed:	
Approval or last revision:	
Approved by:	

REQUIRED DOCUMENTATION

FoundArt Inc. will maintain the following documentation. Items with an asterisk () Will be provided to the WSC prior to billing or within 10 calendar days of billing at the latest. If billing more than once a month, information with an asterisk (*) and indicated as "(sent monthly)*" might be submitted to the WSC at the time of the last billing in the month. A copy will be retained in FoundArt Inc.'s files located in the provider's office. FoundArt Inc. will keep information on file including the Medicaid application, background screening results for all staff, reference checks, education, training and experience, licensure, registration or certification as applicable. FoundArt Inc. will document requests for information from other providers, but will not be determined non-compliant due to lack of follow up by the sending provider. Information may be maintained in electronic format.*

Behavior Analysis Services

Documentation of services will meet standards as required by APD's Rule 65G4.009, F.A.C. Reimbursement* and monitoring documentation to be maintained by the provider includes:

- Copy of claim(s) submitted for payment.
- Service logs.*
- Graphic display of acquisition and reduction target behaviors (submitted quarterly).*
- Behavior analysis service plan within 90 days of first billed date of service.*
- Quarterly summary for each quarter in which services were provided. The third quarterly summary also serves as the annual report and must include a summary of the previous quarters.*
- Copy of assessment report required if an assessment was authorized and billed.*
- A copy of the current behavior analysis service plan (BASP) and the most recent behavioral assessment.*

Behavior Assistant Services

- Copy of claim(s) submitted for payment.
- Copy of current BASP.*
- Service logs.*
- Monthly evidence of required supervision by behavior analyst.
- Copy of that data that is provided to the behavior analyst at least monthly.
- Quarterly summary for each quarter in which services were provided. The third quarterly summary also serves as the annual report and must include a summary of the previous quarters.*
- Behavior assessment.*

BEHAVIOR ASSISTANT/RBT REQUIRED DOCUMENTS

Certification

- 20 - Hour Behavior Assistant Certification
- 40 - Hour Registered Behavior Technician Certification
- Crisis Management (PCM/Reactive Strategies)

Mandatory Trainings

- CPR***
- OSHA: (www.tcc.fl.edu)
- HIPPA: (www.myfamilies.com/about-us-dcf-training)
- HIV/AIDS: (www.tcc.fl.edu)
- First Aid***
- Domestic Violence: (www.tcc.fl.edu)
- Civil Rights
- Security Awareness

Core Competence

- Zero Tolerance: (www.tcc.fl.edu)
- Health and Safety: (www.tcc.fl.edu)
- Introduction to Developmental Disabilities: (www.cc.fl.edu)

Core Assurance

(<http://apdcares.org/providers/training/>)

- Medical Documentation
- Medicaid Waiver Service Agreement
- Choice & Rights
- Incident Reporting
- Person Centered Planning

Employment Documentation

- Resume
- Application for Employment
- Driver's License
- Social Security
- Proof of Citizenship, Residence, or Employment Authorization card
- Copy of Diploma/Transcript (High School Diploma or higher)
- Copy of Professional Licensure(s) or Certification(s)
- Professional Liability Insurance
- Physical Certification
- Local Police Background Check
- Background Check Level II (AHCA) FDLE & FBI
- Vehicle Registration & Insurance

FoundArt Inc.
December 2015
Policies & Procedures Manual

- Two Letters of Recommendation

Upon Employment

- W-9 Request for Tax Payer
- Independent Contract Agreement
- Affidavit of Good Moral Character
- Staff Policies: Confidentiality

***Must be in person with a certified trainer, authorized by American Red Cross, American Heart Association, American Safety and Health Institute

FoundArt Inc.
December 2015
Policies & Procedures Manual

Policy Name and Number:	1.15 Independent Contractor
Date last reviewed:	
Approval or last revision:	
Approved by:	

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the _____ day of _____, 20____, between FoundArt Inc. (“the Company”) and _____ (“the Contractor”).

1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the contractor hereby accepts such engagement.
2. **Duties, Terms, and Compensation.** The Contractor’s duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to the Company by the Contractor, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the Company, collectively are hereby incorporated by reference.
3. **Expenses.** During the term of this Agreement, the Contractor shall bill and the Company shall reimburse the Contractor for the services billed without breaching the hours approved in the Contractor’s Plan of Service. Any hours that exceed what has been written in the approved Plan of Service may be billed but shall not be reimbursed by the Company. Plans of Service are subject to change from time to time as agreed to by the Company. Notwithstanding the forgoing, expenses for the time spent by Contractor in traveling to and from the Company facility and any out-of-pocket expenses incurred in connection with the performance of the duties hereunder shall not be reimbursed.
4. **Written Reports.** The Company may request that project plans, progress reports, and data collection on frequency, implementation and results be provided by Contractor on monthly or quarterly basis. Contractor shall be responsible for presenting all documentation in connection with the performance of the duties hereunder within the designated time frame as agreed to by the Company.
5. **Inventions.** Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company; and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior the term of Agreement and utilized by the Contractor in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. The license is non-exclusive, and may be assigned without the Contractor’s prior written approval by the Company to a wholly-owned subsidiary of the Company.

6. **Confidentiality.** The Contractor acknowledges that during the engagement he or she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that he or she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into his or her possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or wherever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in his or her possession or under his or her control. The Contractor further agrees that he or she will not disclose his or her retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of his or her relationship to the Company and of the services hereunder.

7. **Conflicts of Interest; Non-hire Provision.** The Contractor represents that he or she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering his or her duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which he or she does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of his or as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company.

8. **Right to Injunction.** The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action of law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

9. **Merger.** This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.

10. **Termination.** The Company may terminate this Agreement at any time by 10 working days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in

FoundArt Inc.
December 2015
Policies & Procedures Manual

connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

11. **Independent Contractor.** This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Company for any purpose. The Contractor is and will remain an independent contractor in his or her relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
12. **Insurance.** The Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that he or she performs for the Company.
13. **Choice of Law.** The laws of the state of Florida shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
14. **Arbitration.** Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Florida in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
15. **Assignment.** The Contractor shall not assign any of his or her rights under this Agreement, or delegate the performance of any of his or her duties hereunder, without the prior written consent of the Company.
16. **Notices.** Any and all notices, demands, or other communications required or desired given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice is given by United States mail it must be addressed to the party to whom such notice demand or other communication is to be given as follows:

FoundArt Inc.
10200 NW 25th St. Suite 204, Doral, FL 33172
Doral, FL 33172
17. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
18. **Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

FoundArt Inc.
December 2015
Policies & Procedures Manual

19. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

20. Compensation. As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor at the hourly rate which varies per hour, with total payment not to exceed 10,000 without prior written approval by an authorized representative of the Company. Such compensation shall be payable within 30 days of receipt of Contractor's monthly invoice for services rendered supported by reasonable documentation. If for any reason, the Company finds a discrepancy within the supporting documentation, billing with any third party or insurance company, compensation to the Contractor will be withheld until funds become available to the Company. Without funds, the Company will not be authorized to distribute compensation to any Contractor.

FoundArt Inc.

Contractor Signature

Print Name

Date

Company President

Date

FoundArt Inc.
December 2015
Policies & Procedures Manual

Policy Name and Number:	1.16 Medicaid Waiver Information
Date last reviewed:	
Approval or last revision:	
Approved by:	

General Provider Requirements

- The provider must, with the recipient's or legal representative's permission, participate in the discussion of the recipient's record, the recipient's progress, the extent to which the recipient's needs are being met or any need for modifications to their support plan, implementation plan, or other documents, as applicable. This discussion could involve APD or its authorized representatives, other service providers, the recipient, the legal representative, family, and friends.
- The provider must, with the recipient's or legal representative's permission, provide information about the recipient to assist in the development of the support plan, and to attend the support planning meeting when invited by the recipient, family member, or legal representative.
- The provider must immediately notify the APD regional office, of any change in contact information including e-mail address, mailing address or telephone number. The provider must also notify the APD regional office if they plan to close their business or have a change in ownership.
- All enrolled iBudget Waiver providers must have access to a computer with Internet access, which allows for secure transmission to and from APD, and a valid active e-mail address. The computer must be used exclusively by the provider and stored in a secure manner. All providers must ensure any computer used for business purposes is capable of performing security functions that promote and maintain confidentiality of information. These security functions include password-protected logins, virus detection, and secure (encrypted) network communications. Information stored on physical media, e.g., computer hard-drive, USB drive, which is not encrypted, should be physically safeguarded to prevent loss or theft. Providers will comply with APD information security policies, and state and federal regulations and laws, in all use of APD computer systems and data in accordance with Rule 71A-1.006 F.A.C.; Chapter 119, F.S.; section 282.318 and 286.011, F.S.
- Providers must agree to abide by the terms and conditions of use of the APD online iBudget Waiver system or other electronic system providing such access when made available by APD.
- The computer hard drives used by waiver providers must implement Full Disk Encryption software. For other types of electronic data storage devices that store confidential iBudget Waiver recipient data, such data must be encrypted using a minimum of a 128-bit encryption algorithm.

Person-Centered Planning Requirements

FoundArt Inc. will participate in and support the person-centered planning and implementation for each recipient. FoundArt Inc. will also use the recommendations from the person-centered planning to: (1) implement person-centered supports and services; (2) support development of informed choices through education, exposure, and experiences in activities of interest to the person served; (3) enhance service delivery in a manner that supports the achievement of individually determined goals; and (4) make improvements in the provider's service delivery system.

Documentation Requirements

Documentation is an electronic or written record confirming that a service has been rendered. When a service is rendered, the provider must document and file the service at the time the services are rendered, and submit billing documentation to the support coordinator in accordance with Appendix A.

Documentation in accordance with the requirements in Appendix A, Billing and Documentation Requirements is required in order to bill and receive payment. A plan of remediation is required for failure to comply with the requirements listed in this handbook.

All documentation must be dated and identify the person rendering the service. Documentation must be signed by the person rendering the service to attest to the accuracy and completeness. If using an electronic signature the name of the person providing the service should be typed on all documentation related to billing.

Services that are billed on a quarter-hour or hour basis must have "from" and "through" time and date documented.

It is the responsibility of each provider to understand and comply with all documentation requirements. Questions about documentation requirements should be directed to the APD regional office.

Central Record

The central record is the property of APD and follows the recipient if the recipient's WSC changes. It is the responsibility of the WSC to maintain the central record. If the WSC is using an electronic system for record keeping the information it must be secured with a password maintained on a separate drive or disk, which is for backup documentation and is available to APD or AHCA upon request. The documents on the disk must be clearly named so that the contents are identifiable and in a format that is usable by APD and AHCA.

Incident Reporting

Providers are responsible for reporting both critical and reportable incidents involving a recipient to the APD regional office as they occur, but no later than the next business day. Providers must submit incident reports and follow-up reports to the APD regional office.

An oral report must be followed by submission of the incident which can be downloaded from the APD Web site. The provider must take immediate action to resolve the situation and ensure the recipient's health and safety.

Critical incidents include:

- Unexpected recipient death.
- Life threatening injury.
- Any sexual activity, as described in section 393.135 F.S., between provider and a recipient regardless of consent of the recipient, incidents of nonconsensual sexual activity between recipients, or sexual activity involving a child.
- The unexpected absence or unknown whereabouts, beyond one hour, of a recipient who is a minor or an adult who has been adjudicated incompetent.
- Negative news media reports regarding a provider or client.
- Recipient arrest for a violent criminal offense.
- Verified report of abuse, neglect, exploitation, abandonment, or human trafficking.

Anyone who knows or suspects instances of abuse, neglect, or exploitation must immediately report such suspicions or knowledge to the Florida Abuse Hotline at 1-800-96-ABUSE (1-800-962-2873), or TTY at 1-800-453-5145.

Reportable incidents include:

- Recipient death that does not constitute an unexpected death.
- Physical altercations occurring between a recipient and a member of the community, a recipient and a provider or provider employee, or two or more recipients, that may result in law enforcement contact.
- Recipient injury requiring medical attention.
- The unexpected absence or unknown whereabouts of a legally competent adult recipient beyond eight hours.
- Recipient suicide attempt.
- Commitment of a recipient to mental health services pursuant to Chapter 394, F.S., also known as the Baker Act.

FoundArt Inc.
December 2015
Policies & Procedures Manual

- Recipient arrest for a non-violent criminal offense, or the arrest of a provider, or licensee.

Although reactive strategies are not reported as part of critical or reportable incidents, they must be documented and reported in accordance with APD's Rule 65G-8.010 and 65G-8.001, F.A.C.

Providers must report critical incidents to the appropriate APD regional office by telephone or in person within one hour of becoming aware of the incident. If this occurs after normal business hours or on a weekend or holiday the person reporting must call the APD after-hours designee. It must be within the provider's discretion and judgment to determine the appropriateness of waiting until the following morning. If the incident occurs between the hours of 8:00 p.m. and 8:00 a.m., the incident must be reported no later than 9:00 a.m. the next day. A supervisor may be the one to make the verbal report. The verbal report must be followed by the APD Incident Reporting Form, found in Appendix F. The Incident Reporting Form must be submitted to the APD regional office at the earliest opportunity, but no later than the next business day.

The provider must take immediate action in the situation to resolve the situation and ensure the individual's health and safety. The provider must report incidents classified as Reportable within one business day to the APD field and regional office through the completion of an incident reporting form.

Providers must complete and submit incident reports and follow-up reports on the APD Incident Reporting Form. The Incident Reporting Form shall be faxed, electronically mailed, or personally delivered to the APD regional office. The information contained in the first page must be provided by the person with firsthand knowledge of the incident. Incident reporting forms must be written clearly, objectively, and in order of the event occurrence. Any and all follow-up measures taken by the provider to protect recipients, gain control or manage the situation must be noted on the second page of the incident reporting form, which may be completed at a later date, not to exceed five business days. The measures must specify what actions will be taken to mitigate a recurrence of the same type of incident.

The reporter must also provide immediate notification to the recipient's support coordinator and to a parent of a minor child or guardian if applicable. If the child is in the custody of the DCF, the child's family services counselor (or DCF afterhours on-call staff) must be notified.

The provider must take immediate action in the situation to resolve the emergency and ensure the individual's health and safety. This action may include, but not be limited to, calling 911, or performing Cardiopulmonary Resuscitation (CPR) for recipients without pulse or not breathing, or back blows and abdominal thrust maneuvers for choking. Anyone who knows or suspects that a recipient of APD, or vulnerable adult, has been the victim of abuse, neglect, or exploitation is required to immediately and personally report such suspicions or knowledge to the Florida Abuse Hotline.