

## Employee-At-Will

Employment at II is on an at-will basis and is for no definite period of time. This means that the employment relationship, regardless of the date or method of payment of wages or salary, may be terminated at any time by either the employee or by II for any reason not expressly prohibited by law or for no reason at all. Other than the President or Executive Director of II, no other person has authority to alter the at-will status of an individual's employment or to enter into any employment contract for a definite period of time with any individual. Any agreement with an individual altering their at-will employment status must be in writing and signed by the President or Executive Director of II. The at-will employment relationship provides maximum flexibility for both the employee and II and encourages people to give their best at all times.

## ✓ Verification of Employment

Independent Identity conducts background checks on employees, contractors and volunteers, to ensure compliance with state and federal service contract requirements, as well as to protect the public interest.

Independent Identity uses several state and federal online databases to research excluded individuals and entities, prior to their hiring, contracting, or otherwise engaging with II. On a recurring annual basis, thereafter, these checks are conducted. Documentation that these checks were performed is maintained in II offices. II will report any exclusion information it obtains to The Health and Human Services Commission (HHSC).

In accordance with the policy outlined above, an agency representative will perform required research in the following database:

**Backgrounds Online- Background and screening checks** <https://clients.backgroundsonline.com/>

If a prospective or current employee, contractor or volunteer:

1. is listed on the Employee Misconduct Registry, or
2. is revoked on the Nurse Aid Registry, or
3. is listed on the Medication Aide Registry,
4. is listed on the Excluded Individuals and Entities maintained by the United States Department of Health and Human Services, or
5. is listed on the Excluded Individuals and Entities maintained by HHSC Office of Inspector General, or
6. has a criminal conviction listed as an automatic bar to employment in Health and Safety Code, Chapter 250, Vernon's Texas Civil Statutes,

The employee will be notified immediately and discharged, and is not eligible for re-hire or other engagement with Independent Identity. A contractor will be notified, in writing, that the services of that person or contractor

have been terminated, based upon the information obtained by the research. A volunteer will be notified by the Chief Executive Officer of their ineligibility to continue to work with the agency.

All reports are confidential and shall be maintained separately from the personnel or master file. If the employee, contractor or volunteer disputes the information received, it is the responsibility of that person to pursue the appropriate process to correct the information.

If a consent form is required by the authorities, the individual will be advised and is required to provide a completed consent form. If any person declines to complete a required consent form, the individual's services with the agency will be terminated. The agency will take reasonable steps to ensure that accurate information is obtained.

## Code of Conduct

All of II's policies, procedures and practices are in service of its mission. In order for II to successfully implement that mission we are committed to providing supportive and respectful work environments that provide our employees continual opportunities to learn and grow. This can only be achieved if everyone aspires to live and work by standards of conduct that support the development of our employees, the success of those we serve, and celebrates the diversity, whether in culture, knowledge, skills and/or abilities, that each individual brings to the organization,

The policies and procedures outlined in this manual detail our commitment to this code in all aspects of our daily operational practices, as well as our commitment to deliver high quality services to our clients with respect and dignity and free of conflict and/or favoritism throughout their treatment.

If you have any questions regarding II's Code of Conduct or believe this code or any of the standards of conduct documented in these policies have been violated, please contact the Executive Director or President. For contact information see II's Whistleblower Policy included in the Working at II section of this manual.

We want to promote a culture of open and honest communication and, as such, retaliation against any employee who reports or participates in any investigation related to a possible violation of our standards of conduct is prohibited. If you wish to anonymously report a concern or complaint you are free to do so but please be aware that if insufficient information is provided we may not be able to properly follow up on that issue. Any concern or complaint raised will be responded to within three (3) business days of receipt with a decision or a proposed process to reach a satisfactory and timely decision.

## !! Purpose and Scope

The policy guide is designed to help employees become familiar with II's practices and procedures. The information is presented in a general and informal manner and, as such, is only intended to be a summary of current II policies, practices and benefits. Changes may be made from time to time without notice. All employees should feel free to ask questions or raise issues with the Executive Director, or the Program Director concerning II's policies at any time. All employees, clients and staff should feel free to ask questions

or raise issues with the President, the Program Director, or the BCBA's concerning II's behavioral and educational policies at any time.

The policies and procedures in this manual have been adopted voluntarily by II and are not intended to rise to the level of contractual rights or obligations, nor do they constitute a written or implied contract of employment or admissions.

😊 Working at Independent Identity

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## Working at Independent Identity

Because no two employment situations are ever exactly alike, II's employment policies must have flexibility. However, final interpretation of, and any exception to, II's policies and practices will only be made by the Executive Director of II or his/her designee. Because our goal is to treat our employees consistently, II may modify the policies summarized herein on those occasions when it determines that particular circumstances warrant individualized consideration.

## Employment Verification (form I-9)

The United States Citizenship and Immigration Services (USCIS) requires employees to provide identification and proof of their authorization to work in the United States via the Form I-9. This Policy governs the completion, filing, retention, and disposal of Independent Identity (II) Forms I-9 for all employees who work at any of our programs or facilities.

Throughout the entirety of this Policy, "employees" refers to all full-time, part-time and limited-time employees not independent contractors. Human Resources processes and maintains Forms I-9 for all employees.

### **Who Must Complete the Form**

All II employees who began work after November 6, 1986 and anyone labeled "active" in II's human resources system must complete a Form I-9

### **Authorized Representative**

I-9 forms will be completed by the II Human Resource Department (HR) or the executive director. If needed, HR must approve, authorize, and train any II representative acting in its behalf for processing Forms I-9. The Department of Homeland Security (DHS) does not require the authorized representative to have specific agreements or other documentation for Form I-9 processing purposes.

When completing the Form I-9, the authorized representative must physically examine each original document presented by the employee to determine if it reasonably appears to be genuine and relates to the employee. Reviewing or examining documents via webcam is not permissible.

## **Name and Misinformation Changes to a Form I-9**

Employees are responsible for informing HR of any changes that may affect the information contained on their Form I-9. HR will update Forms I-9 to maintain accurate information. If an employee informs HR of a change, HR requires that employee present documentation to validate the change.

## **Retention, Termination, and Disposal**

Employees' completed Forms I-9 are retained in the I-9 active folder in the ED's office for as long as they work for II. If an employee is terminated, the government requires II to retain the Form I-9 for either three years after the date of hire or one year after the date of termination, whichever is later. II retains the pages of the form on which the employee and employer enter data. Copies of documentation presented by the employee are also retained. Unnecessary documentation is shredded on an annual basis.

## **Procedures**

Section 1, Employee Section: Employees are provided the Form I-9 in the new hire welcome checklist. Employees are to date, sign, and complete Section 1 of the Form I-9 by their first day of employment.

Section 2, Employer section: A member of the HR Department is to complete Section 2 of the Form I-9 by the third day of employment. Should the employee not provide the required documentation for sign off by the HR department by the third day, he/she will be terminated.

Section 3: This is completed by HR for employees who are (1) rehired or (2) require re-verification of employment authorization or (3) have a legal name change.

This information should be provided to HR only and other departments shall not make or keep photocopies of Forms I-9 or related documents.

## **Equal Employment Opportunity (EEO)**

II is committed to the philosophy and principles of equal employment opportunity. It is the policy of II to recruit, hire, train and promote the most qualified candidates regardless of any race, age, color, religion, national origin, ancestry, sex (including pregnancy and gender identity), sexual orientation, protected genetic information, veteran status, disability, or any other characteristic protected by law. II expects all employees to support its equal opportunity objective.

Any incident or situation involving an allegation of discrimination due to the above-stated reasons should be brought to the immediate attention of either the Executive Director, the President, the Program Director, Human Resources, Clinical Leader and/or Group Leader for investigation and, if appropriate, corrective action.

## **Affirmative Action**

It is II's policy to take affirmative action to recruit, hire, train and promote individuals with diverse racial and ethnic backgrounds, with disabilities and those with specific veteran status. II will use strategies for recruitment and hiring, including searches and networking, to identify a diverse group of qualified candidates:

- Vacant positions generally will be posted, advertised and otherwise announced so as to attract a broadly representative pool of applicants. Possible exceptions to this practice include transfers, promotions or the need to fill a position expediently in order to ensure client safety.
- Only those pre-employment questions will be asked that relate to an applicant's ability to perform the essential functions of the job effectively and safely.
- Selection for vacant positions will be made on the basis of job-related criteria, and the most qualified candidate will be selected. When two (2) or more competing candidates are equally qualified for a position, priority will be given to the individual from a protected group (a) when the position is in a job group or department in which minorities or women are underutilized or (b) when one (1) applicant is an individual with a disability, special disabled veteran, or veteran of the Vietnam era.
- Reasonable accommodations will be made to the known limitations of otherwise qualified applicants or employees with disabilities.

II invites applicants and employees to voluntarily disclose their handicap or disability for the sole purpose of assisting II in its affirmative action efforts. The information will be kept confidential and will be maintained in a file separate from the general personnel records.

## **Authorized Representative**

### **Purpose:**

In accordance with the Americans with Disabilities Act (ADA), II does not discriminate against a qualified individual on the basis of disability or handicap in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment, unless said involvement creates a threat to the health or safety of clients or employees, or the individual with disabilities is unable to perform essential job functions, such as physical intervention with clients.

II is committed to the fair and equitable treatment of all persons with disabilities and/or handicaps and will assure they are not excluded from programs in the fulfillment of their individualized programs or employment opportunities.

### **Procedure:**

II will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to the individual themselves or others in the workplace. Employees whom are disabled and seeking a reasonable accommodation concerning job performance must submit their request, in writing, to either II's Executive Director or Human Resources. A 'reasonable accommodation' is defined as an accommodation that does not create undue hardship to the organization and does not threaten workplace safety.

Reasonable Accommodation – The agency will make a reasonable accommodation to the known physical or mental limitations of a qualified applicant or employee with a disability unless it can show that the

accommodation would cause an undue hardship on operations.

Some examples of reasonable accommodation include:

- Making existing facilities used by employees readily accessible to, and usable by, an individual with a disability;
- Job restructuring;
- Modifying work schedules;
- Reassignment to a vacant position;
- Acquiring or modifying equipment or devices;
- Adjusting or modifying examinations, training material, or policies;
- Providing qualified readers or interpreters.

### Undue Hardship

In determining whether a proposed accommodation is an undue hardship, Independent Identity will consider:

- the nature and cost of the needed accommodation,
- the overall financial resources of the Company,
- the overall size of the business with respect to the number of employees and the number, type and location of its facilities, and
- the effect on expenses and resources or any other impact of the accommodation on the company's program, enterprise or business

If Independent Identity rejects a proposed accommodation based on undue hardship, the employee may propose an alternative accommodation from the list above.

Temporary Impairments - Generally, temporary non-chronic impairments that do not last a long time (such as broken limbs, sprains, concussions, appendicitis, etc.) do not qualify as a disability.



## Confidentiality

The clients and employees of II have the right to privacy. It is the responsibility of every employee of II to adhere to the following policy requirements. This policy also applies to all forms of social media.

- Information regarding a student's treatment, services, history, behavior and family is considered confidential.
- Information regarding a student may not be discussed with anyone other than an employee of II or with authorized personnel of referral or regulatory agencies.
- Confidential information must not be discussed in any location where it is possible to be overheard.
- Information regarding a student will be released only to authorized individuals, with a completed Release of Confidential Information form completed by the client's parents/guardian(s).
- Techal information about II, its employees and its associations cannot be unnecessarily disclosed.
- Information of a private nature concerning any employee of II is not to be discussed on or off the job. This includes all forms of social media.
- Information regarding students or staff members will not be removed from the program without prior written notice.
- Information regarding clients or staff members will not be maintained outside of the program building, on personal computers or other media devices.

- Information regarding clients or staff will not be maintained, distributed, or shared on any personal or other social media websites/accounts without the express written approval of the parent/guardian or staff member.

Employees who fail to maintain confidentiality are subject to disciplinary action up to and including termination. Also see the Security Policy below for additional confidentiality requirements.

While II's confidentiality policy is provided to II employees annually through this manual, they are also required to review and sign-off on II's confidentiality policy annually and separately.

## **Discriminatory Harassment Policy**

### **Introduction**

It is the goal of Independent Identity to promote a workplace that is free of discriminatory harassment of any type, including sexual harassment. Discriminatory harassment consists of unwelcome conduct, whether verbal or physical, that is based on a characteristic protected by law. Harassment occurring in the workplace or in other employment settings is unlawful and will not be tolerated by this organization. Any retaliation against an individual who has complained about harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. Therefore, the initiation of a complaint, in good faith, will not under any circumstances be grounds for disciplinary action. This policy outlines the process and procedures for handling inappropriate conduct and/or complaints of harassment.

Because Independent Identity takes allegations of harassment seriously, we will respond promptly to complaints of harassment. When it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such disciplinary action as necessary, up to and including termination of employment.

Please note that while this policy outlines our goal of promoting a workplace that is free of harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of harassment.

### **Definitions**

The Equal Employment Opportunity Commission provides the following definitions:

Harassment means unwelcome conduct, whether verbal or physical, that is based on a characteristic protected by law. Harassment includes, but is not limited to:

- Displaying or circulation of written materials or pictures that are degrading to a person or group as previously described
- Verbal abuse, slurs, derogatory comments, or insults about, directed at, or made in the presence of an individual or group as previously described
- Sexual harassment means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment



- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

### Sexual Harassment

The definition of sexual harassment is broad. In addition to the above examples, other unwelcome sexually oriented conduct, whether intended or not, that has the effect of creating a work environment that is hostile, offensive, intimidating or humiliating to either male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct, which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences; and,
- Discussion of one's sexual activities.

### Other Types of Harassment

Prohibited harassment on the basis of race, color, religion, gender or gender identify, national origin, ancestry, genetic information, physical or mental disability, veteran status, age, or any other basis protected under local, state or federal law, includes behavior similar to sexual harassment, such as:

- Verbal conduct such as threats, epithets, derogatory comments, or slurs;
- Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;
- Physical conduct such as assault, unwanted touching, or blocking normal movement; or
- Retaliation for reporting harassment or threatening to report harassment.

Both sexual harassment and discrimination on the job is unlawful whether it involves coworker harassment, harassment by a manager, or harassment by persons doing business with or for the company, such as clients, customers, or vendors.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization.

### All Employees Responsible

All employees of the company, both management and non-management, are responsible for assuring that a workplace is free of any form of harassment and discrimination is maintained. Any employee may file a complaint regarding incidents experienced personally or incidents observed in the workplace. The company strives to maintain a lawful, pleasant work environment where all employees are able to effectively perform their work without interference of any type and requests the assistance of all employees in this effort.



## Complaint Procedures

If any of our employees believe that he or she has been subjected to discriminatory harassment, the employee has the right to file a complaint with our organization. This may be done verbally or in writing. If you would like to file a complaint you may do so by contacting Jenna Taylor, Executive Director, through email ([jenna.taylor@independentidentity.org](mailto:jenna.taylor@independentidentity.org)) or via phone 512-810-9149.

## Complaint Investigation

When we receive the complaint, we will promptly investigate the allegation in a fair and expeditious manner to determine whether there has been a violation of our policy. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include private interviews with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed harassment. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

## Disciplinary Action

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the conduct and will take such action as is appropriate under the circumstances. Such action may range from counseling to disciplinary action, up to and including termination of employment.

## State and Federal Remedies

In addition to our complaint process, if you believe you have been subjected to discriminatory harassment of any type, including sexual harassment, you may file a formal complaint with one or both of the government agencies listed below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies requires that claims be filed within 300 days from the date of the alleged incident.

### The United States Equal Employment Opportunity Commission ("EEOC")

- 5410 Fredericksburg Rd  
San Antonio, TX 78229  
800-669-4000

### The Texas Workforce Commission Civil Rights Division

- <https://www.twc.texas.gov/jobseekers/how-submit-employment-discrimination-complaint>

## Personal Vehicle and Verification of Driving Record

It is expected that employees will be required to use their own personal vehicle to conduct business on behalf of II. This may include the transport of clients and/or other staff whether employees, contractors or volunteers. In this case, in accordance with the provisions of Section 604(b)(2)(A) of the Fair Credit Reporting Act, Public

Law 91-508, as amended by the Consumer Credit Reporting Act of 1996 (Title II, Subtitle D, Chapter I, of Public Law 104-208), II will obtain reports verifying the employee's driving record as a condition of employment. In the event an employee's DMV report identifies driving and/or motor vehicle infractions, consideration of employment may be terminated depending on the seriousness of the infractions identified.

II has obtained Hired / Non-Owned Automobile liability coverage with a maximum liability of \$1,000,000 in the event an accident results in litigation. However, it is critical, and required, that employees maintain adequate personal automobile insurance coverage as any property damage to their vehicle and certain personal damage as a result of an accident would be paid for by the employee's personal insurance first. A coverage minimum of \$100,000/\$300,000 with no exclusion for business use is required. Further, the employee must have a valid driver's license. Personal vehicles must be currently inspected and without obvious defect. A copy of the documents providing proof of inspection, registration, valid driver's license and inspection must be submitted to Human Resources.

Employees are responsible for their own vehicles and their contents. If a client causes damage to an employee's personal vehicle, it must be reported immediately to the Executive Director or Program Director and an incident/accident form must be completed.

Employees are required to have cell phones turned on for emergency purposes while in the community but are not permitted to use cell phones while operating their vehicle unless pulled over and only in cases of emergency. Use of other handheld devices, including, but not limited to, MP3 players, iPods, PDAs while operating a vehicle is strictly prohibited. Employees are required to have working seat belts and child safety locks in their vehicle.

## **Pre-Employment Medical Exams**

All new employees and techs are required to provide documentation of a physical examination within twelve (12) months prior to his/her start date or must make an appointment to have a physical examination prior to commencement of employment. On their physical form, all newly hired employees are also required to have their healthcare provider indicate their immunization status (indicating if the individual is up-to-date with their immunizations, not immunized or not up-to-date with immunizations). Each employee, tech, contractor, or volunteer must provide documentation of a tuberculin test or x-ray. The results of the examination and test are to be forwarded, in writing, to II. Employment is contingent upon a negative tuberculin test and a health record which supports the prospective employee's ability to perform the essential job duties of the position.

## **Employee Exclusion Based on Immunization Status**

The purpose of this policy is to protect all employees and students from vaccine-preventable diseases. Any employee that is exempt from immunizations, not immunized or not up-to-date on immunizations, should be aware that II must exclude susceptible individuals, who are not immunized when a case of vaccine-

preventable disease emerges, for the appropriate time periods, as outlined in Reportable Diseases, Surveillance, Isolation and Quarantine requirements (105 CMR 300.000).

This means that if a student or staff client of II were to be diagnosed with a vaccine-preventable disease, regardless of an employee's level of contact with the diagnosed student/staff client, given they are not up-to-date on their immunizations or not immunized at all, they will be excluded from the work place until the Department of Public Health advises the II's Nursing Staff that it is safe for return. An employee that is being excluded from the work place during an outbreak will have the option of utilizing any paid time off available (such as accrued PTO) or take an unpaid leave of absence for the time they are required to be excluded from the workplace. If the employee does not have any options for paid leave available, they will be required to take an unpaid leave of absence for the time that they are required to be excluded from the work place.

## Communicable Diseases

It is the policy of II to comply with local, state and federal laws and regulations pertaining to the prevention and/or identification of communicable diseases. Subject to the foregoing, it is the intent of II to ensure that information regarding communicable diseases is available to all employees and clients, that the rights of individuals are protected in as confidential and non-discriminatory fashion as possible, and that appropriate prevention measures are utilized to provide for a safe work environment. Employees who have been diagnosed with a communicable disease will be subject to these personnel policies and procedures in the same manner as employees with any illness. II recognizes that an employee with a communicable disease or life-threatening illness may wish to continue to work. Individuals may be assured of continued employment provided acceptable performance standards are maintained and there is medical certification, if required, that the employee's condition does not present a significant risk to self, clients, or other employees. An employee's health is personal and confidential. Only those for whom it is determined solely by II as essential to know will be informed of an employee's medical condition. It is the employee's responsibility to inform the Program Director, Human Resources or Health Care Supervisor in the event he/she has been diagnosed with a communicable disease. The Program Director or Health Care Supervisor is responsible to review with the employee all related policies, provide the employee with information relative to reporting cases of communicable diseases, and determine which personnel, if any, for whom it would be essential to be informed of the employee's condition. It is the employee's responsibility to notify the appropriate local authorities and/or the Texas Department of Public Health concerning relevant communicable diseases and to provide documentation of same to II. II reserves the right at its expense to require a medical examination and report in the event there is a dispute or uncertainty concerning a potential risk to self, clients or other employees. I-leak/ware providers are mandated by the Department of Public Health to report certain infectious diseases of II employees and clients. The updated written requirements will be posted in the Executive Director's Clinic. For more information contact the Health Care Supervisor or see the Health and Safety Manual in the Executive Director's Clinic.

## Universal Precautions

Preventative measures and good personal hygiene are the basis for protection against contagious conditions and infections. The following guidelines, therefore, have been established in an effort to promote and maintain a high standard of protection against the transmission of communicable disease:

- Disposable non-latex gloves are to be worn when there is a risk that hands will come in contact with blood or body fluids, when working with individuals or handling items or surfaces soiled with blood or those fluids. Gloves are to be changed after each task is performed.
- Disposable non-latex gloves are to be worn at all times when handling soiled laundry or when emptying trash.
- Hand washing is required before and after all procedures, including when staff are rotating between clients; immediate and thorough washing is necessary if hands or other skin surfaces become contaminated with blood or body fluids. Employees must wash hands immediately after removing gloves.
- Open skin lesions on employees and clients must be kept covered to prevent environmental contamination with blood-derived body fluids.
- Surfaces contaminated with blood or blood-derived body fluids must be cleaned first with soap and water and then disinfected with a designated clean-up solution.
- Blood contaminated materials must be disposed of separately in a red plastic biohazard bag with a secure tie or container with a secure top and disposed of properly.
- Sharing of food and other objects (e.g., toothbrushes, razors) is unhygienic, in general, and is prohibited.

## Conflict of Interest Policy

The purpose of Independent Identity's (II) Conflict of Interest policy is to ensure the prevention of the personal interest of staff members, board members, and volunteers from interfering with the performance of their duties to II, or result in personal financial, professional, or political gain on the part of such persons at the expense of II or its clients, supporters, and other stakeholders.

### Definitions:

- **Conflict of Interest** (also Conflict) means a conflict, or the appearance of a conflict, between the private interests and official responsibilities or a person in a position of trust. Persons in a position of trust include staff members, officers, volunteers and board members of II.
- **Board** means the Board of Directors.
- **Officer** means an officer of the Board of Directors.
- **Volunteer** means a person — other than a board member or client of the immediate family of an individual who is currently a client at II —who does not receive compensation for services and expertise provided to II and retains a significant independent decision-making authority to commit resources of the organization.
- **Staff Member** means a person who receives all or part of her/his income from the payroll of II.
- **Supporter** means individuals, foundations, corporations or any other organizations who contribute to II.

- **Related Party** refers to a spouse, domestic partner, brothers or sisters (whether by blood, marriage or domestic partnership), spouses of brothers or sisters (whether by blood, marriage or domestic partnership), ancestors, children (including legally adopted children, children in the care of a domestic partner, or foster children in the employee's care), grandchildren, great grandchildren, and spouses of children, grandchildren, or great grandchildren. Related Party also refers to any entity the employee or any of the individuals listed as a Related Party above are employed by, own, control or serve as an Officer or a client of the Board of Directors.

## Policy & Practices

- Each Board member, Officer, Volunteer, and Staff member, as defined above, will be required to acknowledge receipt of this policy as well as understanding of its content via signature on an annual basis.
- Full disclosure, by notice in writing, shall be made by those specified in *all* above to the Chairman of the Board of Directors or his/her designee for communication to the Board, in all Conflicts of Interest, including but not limited to, the following:
  - A Board member or Officer is a Related Party of another Board member, Officer or Staff member;
  - A Staff member in a supervisory capacity is a Related Party to another Staff member whom he/she supervises;
  - II is or has engaged in one of the following types of transactions with an individual or organization that is a Related Party to the employee (a "transaction" does not include providing services as a volunteer or making contribution to II.)
    - The sale to, receipt of, exchange or other transfer of leased or owned property;
    - Receipt of a loan of money;
    - The furnishing of goods, services or facilities for compensation;
    - The receipt of goods, services or facilities for compensation
    - Payment of wages, salary or other compensation to;
    - The transfer of income or assets to or from;
  - An Employee or a Related Party have received a gift or favor from an individual or entity outside of II that may influence, or could be reasonably interpreted to influence, the employee's performance of duties to II.
  - An Employee or a Related Party of the employee's hold a management position in or has a material financial or ownership interest in a Corporation, Foundation or Agency that transacts business with II that has not been addressed by "a" through "c" above.
- Supporters of II will be required to review, acknowledge and sign this policy if/when they enter into an arrangement to transact business with II that is not considered as making an in-kind or monetary donation to II.

## Whistleblower Policy

Independent Identity (II) has instituted a Whistleblower Policy as one means of ensuring the efficient, legal and ethical operation of the organization. The reputation of II is our most precious asset. II's Board of Directors is most interested in hearing purpose of this document is to institutionalize a policy and procedure for (a) the receipt, retention, and treatment of complaints received by II regarding policy, practice, legal, or

accounting matters; and (b) the confidential, anonymous submission by employees of II, of concerns regarding questionable policy, practice, legal, and accounting matters.

In order to facilitate the reporting of concerns and complaints, II's Board of Directors has established the following procedure for (1) the receipt, retention and treatment of complaints or matters of concern, and (2) to provide for the confidential, anonymous submission by II employees of these concerns.

### **Submission of Complaints**

Any person, including employees, who believes a violation has occurred, is encouraged to share his/her concerns and questions with their direct supervisor or the Executive Director. If an individual is not comfortable speaking with any of these individuals, or is not satisfied with the response received by this individual, he/she is encouraged to submit their concern or complaint in writing to the Compliance Officer of the Board of Directors. The employee can also follow up on their communication by telephone. The contact information is as follows:

Dr. Ben Seifert, PhD, BCBA-D

Independent Identity

Board of Directors

Compliance Officer

[Ben@collaborateaba.com](mailto:Ben@collaborateaba.com)

(Cell) 317-213-0637

The person submitting a complaint should include a telephone number in the submission at which he or she may be contacted if the person requests contact or if the Board determines that contact is appropriate. Any employee of II may submit a matter of concern or complaint without fear of dismissal or retaliation of any kind. II will not discharge, demote, suspend, threaten, harass or in any manner discriminate against any employee in the terms and conditions of employment based upon any lawful actions of an employee with respect to good faith reporting of concerns or complaints.

Employees may also forward concerns or complaints on a confidential or anonymous basis to the Board client named above. If the employee would like his/her name held in confidence, II will do so if it is legal to do so. The employee must realize that if an anonymous concern or complaint is filed and insufficient information is provided it may not be possible to properly follow-up on an issue. For this reason, employees are encouraged to come forward without fear of retaliation.

### **Scope of Matters Covered by These Procedures:**

These procedures relate to concerns or complaints relating to any questionable policy, practice, legal and accounting matters including, without limitation, the following are clear examples but if there are any questions please inform one of the above individuals:

- Unlawful activity
- Activities that are not in line with II's policies and code of conduct
- Activities that are not in line with II's business practices
- Fraud or deliberate error in the preparation, evaluation, review or audit of any financial statement of II
- Fraud or deliberate error in the recording and maintaining of financial records of II
- Deficiencies in or noncompliance with II's techal accounting controls

- Misrepresentation or false statement to or by a senior officer or accountant regarding a matter contained in the financial records, financial reports or audit reports of II
- Deviation from full and fair reporting of II's legal and financial position

## **Introductory Period**

All employees hired by II must successfully complete an Introductory Period of three (3) months in order to continue employment in a specific position. The Introductory Period may be extended to six (6) months if recommended by the new employee's mentor, Program Director or Team/Clinical Leader. The introductory period includes New Employee Orientation, during which the new employee will be required to complete ABA based content training, training in the Professional Crisis Management (PCM) and training on their first client/ratio or the basic responsibilities for their position. Successful completion of New Employee Orientation is required to continue with the remainder of the 3 month Introductory Period. New direct staff are provided with a training log in which trainers provide ongoing feedback. A decision will be made at the end of the Introductory Period, at II's discretion, about granting regular employment status, extending the introductory period, or terminating the employment relationship. However, any action by II on termination is not limited to this period. Termination can occur at any time during the Introductory Period or thereafter without the requirement of an evaluation of the employee. Evaluation reports will become part of the employee's evaluation file and will be reviewed by the individual making the evaluation with the employee. Completion of the Introductory Period does not result in any change in an employee's-at-will status, nor guarantee continued employment for any specific period of time. Transfers to different positions may result in the initiation of an additional Introductory Period.

 Employment Information

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## **Personnel Files**

A personnel file is maintained for each employee. These files are II's official records and are intended to contain information pertaining to the employee, including, but not limited to:

- Application for employment and/or resume
- Offer of employment letter
- Verification of prior employment including, but not limited to, reference checks and letters of recommendation
- Completed I-9 form (housed separately)
- Auto insurance information and copy of driver's license
- EEO form
- Copy of professional licenses and/or certifications
- Employee address, telephone number, emergency information, personnel status and any changes to this data



- Dental, health, retirement, disability and life insurance applications sign-up or refusal documentation
- Other payroll related information including, but not limited to, W-4 form, salary adjustments, direct deposit information and deductions information

Employee performance evaluations, letters of commendation and letters/notes of disciplinary communications/actions are maintained in a separate file accessible by the Executive Director, Program Director, and the employee's mentor and supervisor(s).

Employee health records are maintained in a separate file and contain employment related health records including but not limited to physical exam and PPD records, accident reports, workers' compensation reports and pertinent medical history and are accessible by the Executive Director, Program Director, Human Resources and Executive Directors.

The Executive Director or his/her designee is responsible for maintenance of the contents of the personnel files. In consideration of the confidentiality and privacy of personnel records, access to these files in general, is restricted to the following: the employee, supervisors and managers, individuals who have a legitimate need and right to know, those possessing the legal authority for access, II's legal counsel and those individuals who have been given written approval by the employee.

Employees may review their personnel files by submitting a written request to the Executive Director, Program Director or Human Resources. Arrangements will be made at a mutually convenient time to inspect the copy documents contained in the file. II reserves the right to charge a reasonable cost for copies of documents. No documents may be removed from an employee's file. However, an employee may submit written responses to information contained within the file that he/she considers objectionable.

## **Change in Personal Status or Information**

To keep employee records current, a change in status, including marital or dependent status, alien status, address, telephone number and tax exemptions must be reported/updated in the employee's Quickbooks Workforce Profile immediately following the change. Criminal arrests and convictions including arrests or convictions for driving under the influence and/or any changes in the status of one's driving license or professional license are also to be reported immediately to the Executive Director, Program Director, or Human Resources.

## **Employment Categories**

All positions at II are classified as "exempt" or "non-exempt" for purposes of the minimum wage and overtime requirements of state law and the federal Fair Labor Standards Act (FLSA). An exempt employee is one who holds a professional, administrative or executive position as defined in the FLSA and who is paid on a salaried basis. Exempt employees are not subject to minimum wage or overtime pay. Employees who do not fall into one of the exempt categories (for example, some support staff employees) are classified as non-exempt. Non-exempt employees are required to receive overtime pay for any hours worked over 40 hours in one week (see

specific Overtime policy for overtime approval requirements) and are subject to minimum wage requirements as well.

- **Regular Full-Time Employees:** employees who are assigned to an established position with a regular work schedule of at least thirty-five (35) hours per week and have successfully completed the introductory period. Regular full-time employees accrue paid time off, paid holidays and are eligible for benefits as outlined in the Benefits sections of this manual. In addition to a background check and fingerprinting, we will require he/she be CPR and First Aid certified and trained in Professional Crisis Management (PCM) (depending on individual's role at II).
- **Regular Part-Time Employees:** employees who are assigned to an established position with a schedule of at least twenty (20) hours, but less than thirty-five (35) hours per week and have successfully completed the introductory period. Regular part-time employees accrue paid time off on a pro-rated basis consistent with their scheduled hours and are eligible for other benefits outlined in the Benefits section of this manual, dependent upon the number of hours worked. In addition to a background check and fingerprinting, we will require he/she be CPR and First Aid certified and trained in Professional Crisis Management (PCM) (depending on individual's role at II).
- **Limited Part-Time Employees (Hourly Employees):** employees who work a set schedule of less than 20 hours per week and have successfully completed the introductory period. Other than the sick time required by law, hourly employees are not eligible for paid time off or leave benefits and are ineligible for the benefits outlined in the Benefits section of this manual. In addition to a Background check and fingerprinting, we will require he/she be CPR and First Aid certified and trained in Professional Crisis Management(PCM) (depending on individual's role at II).
- **Temporary or Seasonal Employees:** employees hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment in this category is of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees do not accrue paid time off or leave time, other than the sick time accrual required by law, and are ineligible for other benefits outlined in the benefits section of this manual. If the interim replacement is hired in a capacity to work directly with clients, in addition to a Background check and fingerprinting, we will require he/she be CPR and First Aid certified and trained in Professional Crisis Management (PCM) (depending on individual's role at II). In the case of an interim replacement being hired as a Team Instructor, he/she will also be required to go through the initial training of all new Team Instructors in our teaching procedures and administration of behavior plans. While the interim replacement will be under the direction of a Program Director or Clinical/Group Leader, the level of supervision will be dependent on the interim replacements level of experience and qualifications in his/her temporarily hired capacity. If the interim replacement is hired as a Team Instructor and will be employed for longer than 3 months, he/she will be required to attend all of the additional ongoing training, in addition to orientation training received upon starting, received by all Team Instructors at II.

- **Substitute, Relief, and/or Casual Employees:** employees who are hired to work on an as needed basis, with varying hours, or who work to replace a regular employee on a short-term basis. Substitute, relief and/or casual employees do not accrue paid time off or leave time, other than the sick time accrual required by law and are ineligible for other benefits outlined in the benefits section of this manual. If the substitute, relief or casual employee is hired in a capacity to work directly with clients, in addition to a BACKGROUND check and fingerprinting, we will require he/she be CPR and First Aid certified and trained in Professional Crisis Management(PCM) (depending on individual's role at II). In the case of a substitute, relief or casual employee being hired as a Team Instructor, he/she will also be required to go through the initial training of all new Team Instructor in our teaching procedures and administration of behavior plans. While the substitute, relief or casual employee will be under the direction of the Program Director or Clinical/Group Leader, the level of supervision will be dependent on his/her level of experience and qualifications in his/her hired capacity. If the substitute, relief or casual employee is hired as a Team Instructor and will be employed for longer than 3 months, he/she will be required to attend all of the additional ongoing training, in addition to orientation training received upon starting, received by all Team Instructor at II.
- **Interns\*:** work under the supervision of authorized staff through an internship program at a local, high school, college or university. Internships usually last no longer than a school year and may or may not be paid. Techs do not accrue paid time off or leave time, other than the sick time accrual required by law and are ineligible for other benefits outlined in the benefits section of this manual. In the event that an intern is hired in a capacity to work directly with clients, in addition to a Background check and fingerprinting, we will require he/she be CPR and First Aid certified and trained in Professional Crisis Management (PCM) (depending on individual's role at II). In the case of an intern is working as a Team Instructor, he/she will also be required to go through the initial training of all new Team Instructors in our teaching procedures and administration of behavior plans and will always be Director or Clinical/Group Leader for the clients he/she works with. If the intern is hired as a Team Instructor and will be employed for longer than 3 months, he/she will be required to attend all of the additional ongoing training, in addition to orientation training received upon starting, received by all Team Instructor at II.
- **Volunteers\*:** work under the supervision of authorized staff and are utilized as needed. Volunteers are not paid, do not accrue paid time off or leave time and are ineligible for other benefits outlined in the benefits section of this manual. Volunteers are required to undergo a BACKGROUND check and fingerprinting if they do not work directly with clients. In the event that a volunteer is volunteering in a capacity to work directly with clients, in addition to a Background check and fingerprinting, we will require he/she be CPR and First Aid certified and trained in Professional Crisis Management (PCM) (depending on individual's role at II).

\*Interns and Volunteers are required to sign a confidentiality form before working with II.

## Job Duties and Work Assignments

In the event that census in a program is down due to declining enrollment, home visits, or client vacations and holidays, and staff absences, II reserves the right to assign specific tasks or to reassign the employee to another component within the program or to another program within II.

## Performance Evaluation

The opportunity to have periodically scheduled conversations dedicated to conducting an objective assessment of the strengths and limitations of current performance and the employee's developmental needs is critical to maintaining II's high level of service to its clients. Once the Introductory Period has concluded, formal performance evaluations are conducted periodically or as often as needed. The Performance Review process affords an opportunity for the employee and his/her supervisor to discuss the individual's performance goals; the individual's current performance as it measures against II's standards and his/her individual performance goals; and the steps the employee might take, with appropriate support from the Executive Director, Program Director, Clinical/Group Leader and/or Supervisor, to continue to grow in his/her position.

Evaluations occur usually once or twice per year, dependent on the type of evaluation (Team Instructor, Clinical/Group Leader, Program Assistant, General performance). It may be necessary, however, for an evaluation schedule to be altered or delayed. No rights accrue to the employee as a result of an altered or delayed evaluation. The evaluation schedule does not imply a specific period of employment nor is it to be taken as a contract or promise of long-term employment.

The most productive performance reviews are those in which the individual employee takes an active part. II encourages each individual to assess his/her own performance prior to the formal review, and to consider what he/she and/or II may be able to do to help strengthen the employee's performance in the future. The supervisor who has written the performance evaluation will review it with the employee. Performance evaluations will be placed in the employee's evaluation file.

## Corrective Action Plans

II's Corrective Action Plan policy is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior and performance issues.

Employees whose work performance is, all or in part, unsatisfactory, whose actions violate policy or procedure or whose conduct compromises the objectives of II may be subject to a Corrective Action Plan. The plan will specify the issue, clarify the expectations of II, identify an action plan to remedy the issue and the process that will occur if the action or unsatisfactory performance continues.

Employees who fail to comply with a Corrective Action Plan may be subject to disciplinary action up to and including termination. If it is determined by II management that the employee's performance, actions and/or conduct seriously compromises the objectives and/or safety of the program, the disciplinary action, up to and including termination, may be implemented without a Corrective Action Plan being put in place.

If an employee would like to discuss their Corrective Action Plan without the supervisor that developed the plan, prior to signing it/agreeing with it they may request to meet with a client of the Human Resource Department, the Executive Director, Program Director, Program Administrator or other supervisory personnel.

If an employee does not agree with their Corrective Action Plan, a conversation should be facilitated between the employee and the supervisor that issued the Corrective Action Plan to identify the points with which the employee does not agree. If appropriate, changes/updates can be made to the plan. If there are not appropriate changes/updates to be made, the employee has 2 courses of action:

- The employee can refuse to sign the plan, at which point a 3rd party from the Board of Directors would sign the document as a witness. This signature would indicate that the employee had a chance to review the document and is refusing to sign.
- The employee can write a 'response' to the Corrective Action Plan outlining the parts of the plan with which they are in disagreement and submit their response with the unsigned Corrective Action Plan.

The final Corrective Action Plan becomes a part of the employee's personnel file.

## **Problem-Solving and Dispute Resolution Procedure**

The most important relationships that an employee develops at II include those with his or her managers and team members. Positive relationships increase job satisfaction, enhance productivity and assure that the individual and his or her team meet II's high professional standards. This problem-solving policy is designed to ensure that all employees get the individualized attention that is so essential to a successful working relationship, and to ensure that each employee's point of view is given management's full consideration.

II expects that each employee will speak directly to his/her Supervisor, Executive Director, Program Director and/or Human Resources (collectively "management") about ideas, recommendations, and concerns about II or the employee's individual performance. However, if, after talking with management, the employee is dissatisfied or would like additional discussion, he or she is encouraged to outline the concerns in writing and set up a time to speak with the Executive Director. The Executive Director will respond to this request within three (3) days.

Harassment or discrimination based on an individual's race, age, color, religion, national origin, ancestry, sex (including pregnancy and gender identity), sexual orientation, protected genetic information, veteran status, disability, or any other characteristic protected by law will not be tolerated at II and should be immediately brought to the attention of management. Please see II's full Discriminatory Harassment policy in this manual for information on how such a complaint will be addressed.

If the situation requires further investigation before a decision can be made or an action taken, the Executive Director, after requesting permission from the employee, will discuss the matter with whomever else is deemed appropriate at II and will report back to the employee, in writing, on any subsequent decisions.

If the situation is one where the Executive Director, Program Director or Supervisor have been made aware of an act or behavior that is illegal or poses a danger to II's clients or staff, the Executive Director will conduct a confidential investigation and do her or his best to protect the confidence of the individual who reported the incident and/or behavior. However, the safety and well-being of II's clients and staff and business practices will be of the highest priority in such an investigation.

Following any investigation, the Executive Director will issue the decision/determination regarding the matter at hand. As appropriate, materials concerning a complaint will become part of the employee(s) file.

The problem solving and dispute resolution procedure does not grant any specific rights to employees and does not impair in any manner II's rights concerning discipline and termination.

See the Discriminatory Harassment Policy for state and federal remedies.



## Promotion and Transfer

II encourages the techal promotion or lateral transfer of employees who are capable of and interested in assuming varied or greater responsibility. We will notify employees via email of any new positions being offered to provide them with the opportunity to indicate their interest in the new position. Any employee, who feels he/she meets the basic qualifications as posted for an available position, is invited to submit a written request for consideration. The following factors will be assessed when reviewing an techal candidate's request for consideration:

- Qualifications
- Demonstrated skills, initiative, and maturity
- Prior performance evaluations, and attendance
- Length of service
- Demonstrated ability to accept increased and/or varied levels of responsibility

The employee is encouraged to discuss with his/her mentor or a supervisor the intent to apply for a different position prior to the submission of the written request for consideration.

## Private Work with Clients After Work Hours Guidelines

II recognizes that families and guardians may seek to hire II staff clients to provide additional services outside of regular program hours. II neither encourages nor discourages this practice. However, the following policies apply:

- II is not responsible for any compensation, liability or worker's compensation insurance for time contracted by a family/guardian outside of the staff' s II commitment.
- No II employee will ever be required by II to provide additional private pay hours for any II client.
- II is not responsible for, does not supervise, or in any way endorse the quality of therapy provided by II employees during hours they are paid privately.
- Staff clients who are hired privately may not provide any preferential treatment to the families/guardians or clients that hire them privately during regular program hours.

If it is determined that the II employee's private pay commitments are interfering with his/her employment commitment to II, that employee may be required to terminate his/her private employment with that family(ies)/guardian(s) or resign from his/her position with II.

What II allows and expects from employees when taking a client after work hours:

- Staff are expected to be working on II related business between the hours of 8:30am and 4:00pm Monday through Friday or longer as meetings, training or other II responsibilities require.
- As a convenience, II will allow staff to leave UP TO 2 afternoons each week with a client directly after the program day ends (at 3:15pm). Once the employee has assumed responsibility for that client at 3:15pm the assumption is that the employee is at that point being privately paid by the family and that they and the client are no longer the responsibility of II as is stated in the above policies. Employees should notify their mentor when they will be leaving at 3:15pm.



- II expects that employees will still make their II responsibilities their priority for meetings and trainings that are being scheduled and will either cancel their client responsibilities or defer the time those responsibilities start on days that such meetings and trainings are scheduled. Scheduling for these types of activities generally occur at least a week in advance so there is plenty of time to notify a family/guardian.
- Likewise, it is not appropriate for a client to be present during a meeting or training as he/she is unengaged during a time that the employee is privately responsible for them and, potentially, distracting to others attending the training or meeting.

We realize there may be exceptional situations that require exceptions during some weeks. When this is the case, employees should make the Program Director or Clinical/Group Leader in their area aware of the situation.

We realize there may be exceptional situations that require exceptions during some weeks

## **Employment of Relatives or Domestic Partners**

To avoid potential conflicts of interest, II reserves the right to refuse to hire, promote or transfer an individual to a particular position if the individual would be under the direct or indirect supervision of a family client or domestic partner and where such placement has the potential to create an adverse effect on supervision, safety, confidentiality or morale.

If the family client or domestic partner relationship is established after employment, one of the individuals concerned maybe required to transfer to another position, department or program.

## **Requesting a Schedule Adjustment**

Employees interested in making an adjustment in their schedule (reducing their schedule to less than full time or increasing their schedule from part time) must submit a written request to the Program Administrator no less than 30 days prior.

- For employees who are on leave, requests can be submitted via email.
- Employees can submit a preference of days, but it is not guaranteed that II will be able to accommodate the preference.
- The more notice given, the better but at least 30 days is required.
- The ability of II to grant an adjusted work schedule will depend on the following:
  - The employee's ability to meet the commitments and responsibilities of their current position.
  - II's current business conditions.
- Failure to submit a formal request within the appropriate timeline (stated above) will result in the rejection of the request.
- If a formal request is rejected and the employee chooses to follow the part time schedule utilizing their PTO (calling-out) the disciplinary procedures regarding misuse and/or abuse to PTO time will be followed



Once an employee's request has been reviewed they will receive a formal communication from the appropriate administrative staff client. This communication will outline the terms of the schedule adjustment request.

General Guidelines for employee responsibility based on position versus required weekly schedule is noted below (due to the nature of some positions at II, a part time schedule is not preferred/cannot be accommodated for the success of the clients or due to business conditions)

<b>Job Title/Responsibility</b>	<b>Recommended Work Days</b>
Behavior Technician	At least 3 days per week
Group Leader	At least 4 days per week
BCBA	At least 4 days per week

All employees must work a minimum of 3 days per week. An adjustment in an employee's schedule is a permanent and fixed agreement. This means the employee must have a set day(s) that they would be 'off' each week. The day(s) cannot vary/fluctuate. For example, if an employee is scheduled to be out every Wednesday (per their agreed upon adjusted schedule), then they must follow that schedule each week. They cannot be out on Wednesday one week and then out on Thursday the following week.

- If an employee needs to be out of work on a day when they are typically scheduled in (per their agreed upon part time schedule), they will use their accrued PTO time. They must fill out a PTO Request and submit it to the appropriate PTO administrator in their program.
- An employee is not allowed to 'swap' their standard day off to accommodate a schedule change (i.e. an employee is typically scheduled out on Wednesdays but has an appointment on Thursday, they cannot come in on Wednesday in order to be off on Thursday to accommodate their appointment, they will need to use PTO time).
- If an employee's agreed upon day off corresponds with a mandatory all staff training (i.e. a training day) the employee must make accommodations to be in attendance for any and all training they are required to attend/complete.
- If an employee comes to work on their set day off to accommodate a training or other position specific responsibility they are required to complete a timesheet to alert payroll to compensate them for the additional hours worked that week and have the Program Administrator sign the 'Approved By' line on the timesheet prior to submission to payroll.

## Working from Home

### Eligibility

Staff that are eligible to take a work from home day are; BCBA's, Clinical Directors, the Behaviorist, the Program Administrator and/or the Program Director. Eligible employees are allowed to take up to 4 work from home days per calendar year, business conditions permitting.

## Procedure

The days that an employee wishes to work from home must be approved in advance by the Program Director (or their designee) and are subject to the current scheduling demands of the program. If a day is scheduled in advance, and the current demands of the Program on that day require that staff to come into the Program, that staff will be contacted and will be required to return on site. During the work from home day, the staff must be available via phone and email for the duration of the Program hours. If the employee working from home is unable to be accessible during the work day due to other work obligations (II related meetings, webinar attendance, work related phone calls, etc.), it is that employee's responsibility to notify his/her or her group and any staff working closely with them so those staff clients know when the employee will be accessible. If the employee working from home is unable to be accessible during the work day due to personal obligations (personal or doctor appointments, appointments related to a child or other dependent, etc.), the employee must notify the PTO Administrator for their location, in advance, so that the time can be recorded as paid time off (PTO) and included as such on the schedule (if applicable).

Working from home is not to be used as a substitute for child/dependent care obligations, family obligations or other personal responsibilities. While working from home the employee cannot be the primary care taker for child/dependent care.

Days may not carry over from year to year.

## M. Staff Training and Development

Independent Identity provides initial training to all new staff. For all direct program staff (Behavior Techs, Group Leaders, Team Coordinators, Team Instructors and Program Assistants) initial training is provided as part of their orientation process during their first two weeks on the job, before they work alone with any client(s) in their Group. Training for all staff is conducted in groups throughout the year. As appropriate certain trainings are provided based on skill level and position. There is also a training day that occurs on the staff development day in quarter 3 each year during which a current update of II's program, values, brief history and future plans are provided to staff from all II programs. All direct care techs and direct care temporary employees are also required to take part in the same training as full time direct program staff as part of their orientation during the first two weeks on the job.

Training for direct program staff includes instruction in;

- Characteristics of autism
- Overview of population served
- Principles of Applied Behavior Analysis (ABA)
- ABA methods of instruction
- Best practices in motivating individuals: how to be reinforcing
- Conducting discrete trial teaching
- Conducting task analyzed teaching
- Conducting incidental teaching
- Implementing behavior management procedures
- Recording and analyzing data
- Performing functional assessment of problem behaviors and developing behavior management plans
- Working with families/guardians, other agencies
- Safety and Emergency Procedures (Fire, Disasters, etc)
- Crisis Prevention and Management
- Medication Administration Protocols
- Infection Control Policies and Procedures

- Abuse, Neglect and Exploitation Training
- First Aid
- CPR
- Professional behavior and ethics

A critical component of training is hands on practice of skills with immediate coaching and feedback provided. In addition, training includes assigned reading; didactic instruction; and testing.

In addition to initial training, II schedules additional staff training each month. These trainings are generally held immediately after clients leave for the day.

In addition to covering multiple topics related to specific ABA teaching techniques and II protocols, training and certification in CPR, First Aid, and crisis prevention is also provided during these sessions.

Employees who wish to attend a job-related conference or seminar must submit a request in advance to the Program Director specifying the dates, times and location, the cost of registration and associated travel and lodging costs, if applicable. The Program Director will have final approval of the request. The decision will be based on relevancy to organizational goals and the employee's present or future professional duties. Approval may, however, be limited by budgeting or staffing constraints.

Attendance at an approved conference/workshop will be considered as regular work hours. The employee will be compensated for the actual hours involved in attending the conference, excluding travel time, meals and time spent at lodging. Exempt employees will not be compensated for time beyond their regular hours.

All full-time direct care staff are expected to take part in approximately 24 to 50 hours of training per year. Please see the current year's training schedule for dates, times and content.

## Compensation

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## Salary

It is the policy of II to compensate employees in a manner that reflects job responsibilities, experience, education and performance. At any time, if an employee would like to review or reference the current II job description and salary information, they should contact a client of the Human Resource Department.

Salary reviews are generally conducted on an annual basis during the employees annual review with adjustments effective the following pay period. Compensation is determined using data gathered to assess salaries offered in the same approximate geographic area for positions that are similar in their scope and nature and take into consideration an individual's job performance, significant accomplishments and professional growth. The salary review schedule does not imply a specific period of employment nor is it to be taken as a contract or promise of long-term employment.

Salary ranges and increases are predicated upon available financial resources and must be approved by the Executive Director, President and Compensation Committee of the Board of Directors.

## Exempt and Non-Exempt Employees

Employees at II are designated by federal and state wage and hour laws as either exempt or non-exempt employees. The classification assigned to an individual's job is dependent on the primary job responsibilities and requirements as defined by the federal and state wage and hour laws.

**Exempt Employees** — Generally, executive, administrative, supervisory and professional staff are considered exempt from overtime provisions.

**Non-Exempt Employees** — This category includes all employees not categorized as exempt employees. Non-exempt employees are compensated at 1.5 times the appropriate hourly rate for all hours actually worked in excess of 40 hours per week.

## Overtime

II will pay time and a half to nonexempt employees who exceed 40 hours of work time in a workweek. Paid leave, such as holiday, sick or vacation pay, does not apply toward work time. The majority of II employees are normally scheduled for a 37.5 hour work week, overtime payments do not commence until the employee exceeds 40 hours worked in a workweek.

### **Overtime Approval**

Employees are required to obtain approval from their supervisor prior to the use of overtime. Employees who anticipate the need for overtime to complete the week's work must notify their supervisors in advance and obtain approval prior to working hours that extend beyond their normal schedule. Approval is required for hours that exceed 37.5 hours in a work week.

### **Consequences of Unauthorized Overtime**

Employees who fail to obtain approval prior to working hours that extend beyond their normal work week will be subject to disciplinary action up to and including termination.

## Payroll

Payday is every other Friday and covers compensation for the 2 weeks (10 days) preceding the pay date ending on the Friday prior to the Monday the time sheet is submitted. Timesheets are to be prepared by all staff on the approved form and submitted semi-monthly on the second and fourth Monday of the month. If the second Monday and/or fourth Monday of the month fall on a weekend or holiday, the timesheets are to be submitted the Friday prior to the weekend or holiday. Exceptions to the submittal date may occur and will be communicated accordingly.



It will process payroll deductions required by law and as otherwise authorized by the employee.

Most banks provide for direct deposit of a portion or all of an employee's net pay for those individuals who have checking or savings accounts at a branch office. Employees are encouraged to enroll in direct deposit. Arrangements for payroll deductions, other than those required by law, must be made with Human Resources.

## **Timekeeping & Reporting Worked Hours**

All employees are required to track and accurately report hours worked and time off/PTO using the company-provided timesheet. Time sheets should be recorded daily and submitted into Jenna Taylor's box Friday preceding the pay day. If a Friday falls on a holiday, time sheets should be submitted by 4:00 P.M. the Thursday prior.

Failing to consistently and accurately track and timely report hours worked is considered unacceptable job performance and could result in corrective action.



Timesheet

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

Date	Start Time	End Time	Duration of Lunch	Regular Hours	PTO Hours/code	Pay period Dates:	
Totals:						Grand Total:	

Codes: Reg- regular working hours PTO- sick or vacation T- training H- company holiday

Date	Start Time	End Time	Duration of Lunch	Regular Hours	PTO Hours/code	Pay period Dates:	
Totals:						Grand Total:	

Please do not go over 40 hours a week without permission from direct supervisor. It is employee responsibility to keep track of hours each week. Mandatory trainings, meetings, etc. do not justify going over 40 hours a week.

## Healthcare Insurance

Independent Identity offers health insurance coverage for all Regular Full-Tune Employees. For employees who have completed a 60 day probationary period, II will pay eighty percent (80%) of the cost of an individual plan. Employee's may upgrade the insurance plan from silver to gold at the employee's expense. The remaining twenty percent (20%) of the individual plan is paid by the employee through payroll deductions. Coverage starts on the 59<sup>th</sup> date of hire. II does not pay for health insurance for any dependants of employees. Independent Identity offers supplemental insurance benefits such as vision and dental as a pre-tax benefit to the employee. II does not pay any premiums for these supplemental benefits. If an individual's employment with II is terminated their II health insurance will continue through the last day of the month in which they terminate. Any employee choosing not to take advantage of health insurance must decline coverage through Quickbooks.

## Expense Reimbursement

Employees will be reimbursed for authorized expenses which are incurred while performing assigned job duties. Receipts must be supplied and expense claims must be submitted by the end of the month following the date the expense was incurred or reimbursement will not be made.

All invoices must have the account code written on them and approved by the Program Manager prior to being submitted to accounting. The Operations Manager reviews all requests for payment.

Every employee reimbursement or purchase request must be documented on the approved form with travel authorization, receipts, nature of business, program allocation, and funding source (if applicable) before approving for reimbursement.

**Other**

The cost of staff clothing destroyed by a client behavior will be reimbursed up to \$30.00, per item. Prescription glasses destroyed by a client behavior will be reimbursed up to the value of replacing the same prescription. Car interior will be cleaned professionally if the car has become soiled through the course of client transportation. Cost of the cleaning of the interior must be approved by HR prior to cleaning in order to receive reimbursement.

**Conferences and/or Webinars**

	<b>PTO Not Deducted</b>	<b>Conference Fees Paid</b>	<b>CEU Fees Paid</b>	<b>Hotel-- Up to 2 Nights</b>	<b>Flight-- To and From</b>	<b>\$25.00/ Day Food</b>
<b>Presenting at Conference</b>						
<b>Supervising Clinician / Clinical Specialist / Clinical Leader</b>						
<b>Team Leader / Team Coordinator</b>						
<b>Non-Clinical Staff</b>	Decisions will be made on an individual basis. A recommendation to attend the conference must come from the Program Director. A Clinical Leader can make a recommendation to the Program Director for at team instructor from their Group to attend a conference by emailing the Program Director with the details of the					



conference and the reason the staff should attend the conference. If staff have an interest in attending a conference they should approach their Clinical Leader or Program Director with information on why the conference would be appropriate for them.

Staff looking to obtaining CEUs through webinars should plan to have the webinar take place outside program hours. Decisions will be made on an individual basis to approve live webinars that happen during program hours.

## Receipt of Gifts, Money and/or Gratuity

It is very fortunate to have a generous parent/guardian group who appreciate the care and high quality of services we provide to our clients. As such it is important for us to establish a policy relating to the receipt of gifts, money and/or gratuities by employees from II's parents/guardians or any of II's clients or vendors. The purpose of this policy is to provide employees with guidance as to what is and is not acceptable to ensure we maintain the program's integrity and that all employees are free from even the suspicion of bias in their treatment of any of our clients.

An employee is not allowed to accept any gift with a value in excess of \$10 if it is given to that employee for their own personal use. This is inclusive of items with a monetary value of greater than \$10, cash, check, and/or gift cards. This limit has been set by the Ethics Code for Behavior Analysts. A gift is acceptable if it functions as an infrequent expression of gratitude and does not result in financial benefit to the recipient. Instances of giving or accepting ongoing or cumulative gifts may rise to the level of a violation of this standard if the gifts become a regularly expected source of income or value to the recipient. It is assumed that any homemade baked goods given to an employee fall under the \$10 disclosure limit.


In addition, any employee whose action at or around the time he/she receives a gift, based on specific circumstance other than assignment to a particular client's group, may be viewed by a reasonable person as being influenced by that gift, must disclose the gift to the Program Director or Executive Director. If it is the Program Director who is the one who receives the gift, it must be disclosed to the Executive Director. The disclosure must come in the form of a written note and must include the following: Date the gift was received, name of the employee who received the gift, name of individual who gave the gift, relationship of that individual to the employee such that it could be viewed as an influencing factor, description of the gift, approximate value of the gift and any other comments believed to be helpful to provide.

The above limitations and disclosures do not apply to any gifts, including money, gift cards, materials, food (breakfast, lunch, snacks) and/or items that are donated by a group of parent/guardians of clients from a particular group that are donated specifically for use in a classroom or classrooms, a program room or program rooms, for the benefit of all staff in the program, or for general use in conducting the day to day business on behalf of all individuals at the program. Donations of toys or materials to the center are not considered business gifts.

## Employee Morale, Health and Welfare Policy

From time to time and as part of its Employee Morale, Health and Welfare Policy, Independent Identity (II) has the established practice of engaging in the following activities on behalf of its employees for the improvement of working conditions, employer-employee relations and retention, employee morale and improvement of the delivery of services. All such activities are subject to the availability of funds and compliance with IRS requirements related to tax-exempt organizations.

- Provision of minor gifts, staff events, food, beverage and other similar employee activities to recognize contributions to II's mission, exceptional performance, employee longevity or other significant events in the lives of II's employees.

 Time Away from Work and Other Benefits

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## Affordable Care Act

The state of Texas passed the health care reform law in April 2006. In addition, the federal government passed the Affordable Care Act in 2010. It is the policy of Independent Identity to inform employees about how this law affects both individuals and employers.

### **Individual Mandate:**

Texas law requires residents, age 18 or older, to have health insurance - referred to as the *individual mandate*. Individuals will be asked to verify health insurance coverage as a part of completing their state and federal income tax returns. Penalties for noncompliance are through the state tax system.

Please refer to the Company's benefits policies for details on group health insurance plans and eligibility requirements.

Section 125 Pre-Tax Premium Plan: Deductions for group health insurance plans can be withheld on a pre-tax basis through enrollment in II's benefits plan. This results in significant savings since the employee will not pay Social Security or state and federal income taxes on the health insurance premium contribution.

Employees waiving participation in employer-sponsored insurance will be asked to decline the coverage through Quickbooks.

HR Department will provide covered employees with a 1099-11C form during January of each year to prove that the employee carried insurance for the previous calendar year that satisfied state requirements.

## Paid Time Off (PTO) Policy

### **Purpose**

II recognizes that employees have diverse needs for time off from work and, as such, II has established this paid time off (PTO) policy. The benefits of PTO are that it promotes a flexible approach to time off by

combining vacation, sick and personal leave. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies, or other situations that require time off from work (such as holidays not recognized as part of the company holiday schedule, see the separate holiday schedule included in the Benefits Section of the manual).

**Eligibility**

It grants Paid-Time-Off (PTO) to Regular Full-Time, Regular Part-Time and Limited Part-Time employees. During the employee's first 90 calendar days of employment they do not have access to PTO time. During this period the employee is accruing their initial 2 PTO days, which they will have access to following their 90th day of employment.

Following the employee's initial PTO accrual, they will accrue PTO on a biweekly basis, at the rate that consistent with their length of employment (see table below). Temporary employees and subcontractors are not eligible to accrue PTO.

**Procedures**

**Availability**

Following the employee's initial 90 days, PTO accrued biweekly and is credited on pay day. The employee's PTO 'bank' will be credited with the PTO that has been accrued during each payperiod. Employees may request to utilize their PTO time following the commencement of accrual.

An employee hired after the first of the month will receive an accrual for PTO that is pro-rated for the number of days that employee works out of that month. For example, if there are 20 in session days in one month and a new full-time employee works for 10 of those days, they would accrue .50 PTO day for that month instead of the full 1.00 days.

**Accrual of PTO**

Accruals are based upon employees who work in a full-time capacity. Employees working a regular part-time or limited part-time schedule earn PTO on a prorated basis. Length of service determines the rate at which the employee will accrue PTO. The month following the anniversary date of completing the required years of service, employees are entitled to accrue at the increased rate in accordance with the accrual table below.

PTO does not accrue during leaves of absence, time taken as disability of any kind. If an employee falls under one of the aforementioned categories during a month, but not for the entire month, the employee will accrue a pro-rated amount of PTO time, based off of the number of in session days worked in the month.

**Full-time accrual rates:\***

<b>Years of Service</b>	<b>Monthly Accrual Rate</b>	<b>Annual PTO Accrual**</b>	<b>Maximum Accrual***</b>
Up to 5 Years	1 days	12 days	12 days
5 years up to 8 Years	1.25 days	15 days	15 days

8+ Years	1.5 days	18 days	18 days
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*\*part-time accrual rates will be prorated, regular and limited part-time employees accrue at a pro-rated rate from the Regular Full-Time accrual table below based on the regular part-time schedule of laws*

*\*\*Annual PTO accruals are based on an employee having worked the full calendar year (January through December)*

*\*\*\*No PM hours will accrue beyond the maximum accruals listed.*

**Use and Scheduling of PTO**

Employees are required to use available PTO when taking time off from work. PTO is subject to supervisory approval, organizational staffing needs and established procedures. All PTO requests are subject to the approval of the employees supervisor (or their designee). Employees are required to use PTO time according to their regularly scheduled workday.

It is expected that whenever possible, PTO must be scheduled as far in advance as possible by completing the PTO request form on OneDrive. If approved, employee should send a calendar invite with the dates of absence to supervisor. PTO may be taken in increments of as low as fifteen minutes. If an employee arrives past a clean 15 minute mark (i.e. 10:00 am, 10:15 am, 10:30 am, 10:45 am, etc.) then they will be docked for the full 15 minute increment. For example, an employee who arrives at 10:10 am, will be docked for the full 15 minutes past the 10:00 am hour. If an II recognized holiday falls within the employee's scheduled PTO days, they will be paid for the holiday and will not need to use an accrued PTO day for the holiday.

Unplanned PTO use should only occur in truly unforeseen events (illness, injury, personal emergency, etc.). Employees must plan to report their unplanned absence between the hours of 5:00am and 7:00am to allow for scheduling adjustments to be made. Unscheduled absences will be monitored. An employee will be counseled when at such time as there appears to be an inappropriate frequency of unscheduled absences and/or a pattern of unscheduled absences. Additionally, a doctor's note is required to be delivered to Human Resources upon an employee's return to work following unplanned PTO used due to illness in excess of three (3) consecutive days.

Employees have the option to use accrued available PTO time along with other approved Leaves of Absence. For example, if an employee is out of work due to a personal unpaid leave, Family Medical Leave Act (FMLA), disability, etc., they may choose to use some or all of their accrued PTO time in conjunction with their unpaid leave. This option allows employees the option to have some or all of their leave of absence paid, as opposed to a fully unpaid leave.

II approved conferences, training required by II or specifically requested by II will be considered days worked and PTO time will not be docked. Absences for conferences or trainings not required or requested by II will be counted as PTO use. For more information about attending conferences or trainings on behalf of II please see the section of the manual titled "Staff Training and Development".

Employees may not borrow against their PTO banks; therefore, no advance PTO time will be granted. An exception may be granted if the employee has accrued 50% or more of the PTO time outlined in their request and they have not engaged in over use of their PTO time in the past calendar year. Employees will not be able to request PTO time if they have a negative PTO balance.

Closures due to inclement weather or other emergency issues are deducted from PTO. Employees who have been with II for less than 90 days (still within their Introductory Period) will not have weather-related or other emergency closures deducted from PTO as they are not yet accruing PTO.

For fiscal years when weather related cancellations/closures exceed 3 days, employees may choose to take additional days as unpaid (instead of using their PTO), for up to 3 additional days. This only applies to

employees who currently have a PTO bank of 5 or fewer days. If the employee does not notify the Clinical Director of their choice to take days unpaid vs. using PTO, their PTO will automatically be deducted. Employees must notify the Clinical Director in writing no later than November 30th of the fiscal year in which the bad weather days occurred.

Employees are not permitted to utilize their PTO time on program-wide training days (with exception for illness/injury or emergency situations). Training days are outlined on the official calendar for the program.

### ***Year End PTO***

Any accrued and unused days will be forfeited unless they are used by the end of the calendar year. All employees hired before 1/1/24 will carry over all accrued days to the next year for hours accrued prior to 12/31/23.

### **Discipline**

Abuse of PTO will not be tolerated. If an employee overuses or abuses their PTO disciplinary action will be taken up to and including termination of employment. Any PTO time used in excess of days accrued will be recouped from the employee in the first payroll of the following month. Exception to this rule is made for employees during their 1<sup>st</sup> year of employment. If necessary employees in their first year of employment may carry a negative PTO balance of up to 3 days for unforeseen illness or emergencies (they are not able to be advanced PTO for planned time off). However, if the employee has a negative balance at the end of his/her first 12 months of employment those days will be recouped in the first payroll of the month following the employee's 1 year anniversary.

Employees must report their unplanned absence on the day of the absence (barring extenuating circumstances) between the hours of 5:00am and 7:00am (for illness, emergency, injury, etc.) Failure to follow this procedure will result in disciplinary action up to and including termination of employment.

**For information regarding a Summons for Jury Duty or to serve as a Court Witness please see the Jury Duty/Court Witness Summons policy in this manual.**

## **Earned Sick Time for Employees That Do Not Accrue PTO**

### **Accrual of Sick Time**

Employees who are not eligible to earn PTO time under II's PTO policy are eligible to accrue and use paid sick time.

Sick time accrues at the rate of one (1) hour for every thirty (30) hours worked per calendar year, up to a maximum of 40 hours per year.

### **Use of Sick Time**

Employees may use up to 40 hours of accrued sick time per benefit year. Accrual of sick time begins on the employee's first date of actual work, but employees may not use such earned sick time until 90 calendar days after their start date.

**Sick time is provided to allow employees to:**

- Care for the employee's own physical or mental illness, injury, or other medical condition that requires home, preventative, or professional care
- Care for a child, parent, spouse, or parent of a spouse who is suffering from a physical or mental illness, injury, or other medical condition that requires home, preventative or professional care
- Attend routine medical and/or dental appointments for themselves or for their child, parent, spouse, or parent of a spouse
- Address the psychological, physical or legal effects of domestic violence
- Travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

Use of sick time for other purposes is not allowed and may result in disciplinary action.

Employees may only use sick time for regularly scheduled hours, for allowed uses. Sick time cannot be used as an excuse to be late for work without an authorized purpose.

Earned sick time may be used for full or partial day absences. The smallest amount of sick time that an employee can take is one hour. For uses beyond one hour, employees can use sick time in 15 minute increments.

Unused sick time will not be carried over into the following calendar year.

If an employee moves from a position at II where they accrue TX sick time to a position that accrues PTO, they will have their accrued sick time converted to PTO time.

**Absence Notification Procedures**

An employee needs to be absent, to be late or to leave work early (for purposes that are permissible under the earned sick time law), the employee must give advance notice to the PTO Administrator, except in an emergency.

If the absence is foreseeable (for example, if the employee will be absent to attend a previously scheduled appointment), the employee must provide advance notice whenever practicable.

If the absence is not foreseeable, the employee must report their absence by contacting II between the hours of 5:00am and 7:00am to allow for scheduling adjustments to be made. If the employee is not able to report their unplanned absence during this time frame due to an accident or sudden illness, notice must be provided as soon as practicable.

If an employee is going to be absent on multiple days, the employee or the employee's surrogate (e.g., spouse, adult family client or other responsible party) must provide notice of the expected duration of the leave or, if unknown, provide notice of continuing absence on a daily basis, unless the circumstances make such notice unreasonable.

**Expectations Regarding Attendance**

Employees should respect that regular, reliable attendance and timeliness is expected.

If an employee commits fraud or abuse by engaging in an activity that is not consistent with allowable purposes for sick time, the employee may be subject to disciplinary action.

**Additional Handling of Sick Time**

Unused and accrued sick time will be rolled over to the next calendar year, up to 40 hours.

Sick time is not payable on termination of employment.

If an employee leaves their position and then is reemployed by II the following is true for the handling of their accrued, unused Sick Time:

Break in Service		
Duration of Employee's Break in Service	Employee's Earned Sick Time	
4 months or less	All previously earned sick time is reinstated to the employee.	
More than 4 months but less than 12 months	<i>If the employee had accrued 10 or more hours of earned sick time: All previously earned sick time is reinstated to the employee</i>	<i>If the employee had accrued less than 10 hours of earned sick time: the employee has a zero balance on the first day of reemployment.</i>
More than 12 months	The employee has a zero balance of accrued earned sick time on the first day of reemployment.	

**Interaction with Other Types of Leave**

If any time off covered under this policy is also covered under the Company's FMLA, Parental Leave, Domestic Violence Leave, SNLA leave, or other leave of absence policies, sick time shall run concurrently with such leave. Employees may choose to use earned sick time to receive pay for absences under other leave policies (if applicable) if those absences would otherwise be unpaid.

 **Holidays and Scheduled Closure Days/Weeks**

II's Adult Program observes the following paid holidays:

- New Year's Day
- New Year's Break (TBD each calendar year)
- Spring Break (TBD each calendar year)
- Memorial Day
- Juneteenth
- Independence Day
- Summer Break (TBD each calendar year)
- Labor Day
- Veteran's Day
- Thanksgiving; Wednesday-Friday
- Winter Break (TBD each calendar year)
  - Includes Christmas Eve & Christmas Day



See II's Program calendar for the current year for specific dates. Holidays that fall on a Saturday or Sunday will be observed on either the preceding Friday or following Monday as directed by management. If a recognized holiday falls during an employee's paid time off, holiday pay will be provided in place of the paid time off that would otherwise have applied.

Holidays are not considered for the purpose of determining overtime.

No holiday pay will be paid to an employee who is on any type of unpaid leave or who is not working due to workers' compensation injury.

## Religious Holidays

Although II respects the right of each employee to worship as his/her faith dictates, it is not practical to provide time off with pay for all religious holidays. Employees may request, according to existing procedures, to use accrued benefits for any religious holiday they wish to observe. Approval, however, is not automatic and is subject to program and client needs.

## Veteran's Day Leave Policy

II values our veterans and encourages their participation in Veterans Day and Memorial Day exercises, parades or services. II's Adult Program is closed each year for the Memorial Day holiday; however, the program is usually open on the Veteran's Day holiday. Because of this, active employees who are veterans of the armed services may take the required time off to participate in a Veterans Day exercise, parade or service in the veteran's "community of residence". II will grant a veteran employee unpaid time off to participate in an event on Veteran's Day, so long as they provide reasonable notice to the PTO Administrator. If the veteran employee has accrued PTO time available, he/she can choose to use it for this reason, in order to be paid for this time off.

## Parental Leave

### Eligibility

Employees employed on a regular part-time or full-time basis for longer than one (1) year, are eligible for up to twelve (12) weeks of unpaid leave. The exception is the Combined Limitation specified for Spouses who are both employed at II described in Family and Medical Leave section in this manual.

However, employees who are not eligible for (those employed less than one (1) year) may nonetheless be eligible for leave under the Texas Parental Leave statute. Under this leave policy, II will grant eight (8) weeks of unpaid leave to a pregnant employee, an employee who is about to become a parent, or an employee

adopting a child under eighteen (18) years of age (or under twenty-three (23) years if the child is disabled). The following conditions must be met:

- A birth or adoption must have occurred; the leave can be taken only after a birth or adoption.
- The employee must have been employed on a regular part-time basis or full-time basis by II for a minimum of three (3) months.
- The employee must provide two (2) weeks written notice to the Program Director, Assistant Program Director or Human Resources of the anticipated date of departure and state in writing to the same the intention to return to his/her position; the employee must also state the anticipated date of return to work.

## **Procedures**

During any portion of leave, no paid time off will be accrued.

During the leave, health benefits remain in force as long as the employee continues to contribute the same amount during the leave as was paid before as an active employee. Alternatively, amounts maybe prepaid prior to the commencement of leave and may be coordinated with the HR department. Other benefits resume as of the date of returning to active full-time employment.

Parental leave will not affect the employee's right to receive paid time off, advancement or other benefits for which he/she was eligible at the date of his/her departure.

Employees anticipating Parental Leave who wish to use unused paid time off during all or part of the leave may do so and should submit the request in writing to the Clinical Director or Human Resources prior to taking the leave.

Upon returning to work, all attempts will be made to restore the employee to the previous or similar position, unless business conditions prevent the company from doing so.

## **Return from Parental Leave**

If the employee does not return after twelve (12) weeks (or eight (8) weeks if employed less than one (1) year) but returns within one (1) year, II will make every effort to offer the employee a position but cannot assure that the position will have the same status or pay for which the employee was eligible prior to the leave. However, it will be increasingly difficult to hold the job open and II cannot guarantee that a position will be available. Any prior length of service will be retained and preference will be given concerning available positions for which the employee is qualified.

## **II Parental Leave Benefit**

Employees employed for at least three (3) years as of their date of going out on Parental Leave who have committed in writing to returning to work in the same capacity as prior to going on leave are eligible to be compensated for up to six (6) weeks at the salary he/she is being compensated at as of the date of leave. If an employee decides to not return to work during their leave or once they return to work to terminate their employment with Independent Identity, and it is less than 90 days from their return to work date, they will be expected to payback II the total costs of premiums on a prorated scale. Health insurance will be cancelled on the date the employee provides to II as their termination date.

## **Spouses Who Are Both Employed by II —combined limitation**

Spouses employed by II are jointly entitled to a combined total of (12) weeks in the twelve (12) months period of family leave for the birth and care of a newborn child, for placement of a child for adoption or foster care, or

to care for a parent suffering from a serious health condition.

### **Maintenance of Health Insurance**

During parental leave, II will continue the employee's medical insurance coverage provided that the employee pays the regular employee share of such coverage on a timely basis. During any paid leave, the employee's share of the premiums will be deducted from the employee's pay. During the unpaid portion of leave, the employee will be required to pay the employee share either prior to commencing unpaid leave or on an ongoing basis throughout the unpaid leave. Arrangements can be made to have premiums deducted from pay prior to the leave or to reimburse II on a consistent, bi-weekly basis. The Human Resource Department should be contacted by the employee prior to going on unpaid leave to make the appropriate payment arrangements. If any payment is more than 30 days overdue, II may cease providing the benefits until the employee returns to work. Any employee not returning to work will be required to repay the employer's contribution made during the leave.

### **Military Leave**

Leave is provided for II employees who must be absent from work because of service in the Uniformed Services. The Uniformed Services consist of the following military branches: (a) Army, Navy, Marine Corps, Air Force or Coast Guard; (b) Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve or Coast Guard Reserve; (c) Army National Guard or Air National Guard; (d) Commissioned Corps of the Public Health Service; (e) any other category of persons designated by the President in time of war or emergency.

Service in the Uniformed Services means duty on a voluntary or involuntary basis in a Uniformed Service including: (a.) active duty; (b.) active duty for training; (c.) initial active duty for training; (d.) inactive duty training; (e.) full-time National Guard duty; (f.) absence from work for an examination to determine a person's fitness for any of the above types of duty,

Leave will not be extended to employees whose positions are brief or non-recurrent and which cannot be reasonably expected to continue for a significant period.

### **Notice**

All employees who wish to take advantage of this leave must provide advance notice of military service. Notice must be given to the Program Director and Human Resources in writing. Notice may be provided directly by the employee or by an appropriate officer of the branch of the Military in which the employee will be serving. However, no notice is required if giving of notice is impossible, unreasonable or military necessity prevents the giving of notice.

### **Duration of Service**

The cumulative length of an employee's leave may not exceed five (5) years, with the following exceptions: (a) service required beyond five (5) years to complete an initial period of obligated service; (b) service from which an employee, through no fault of his/her own, is unable to retain a release within the five (5) year limit; (c)

required training for Reservists and National Guard members; (d) service under an involuntary order to or to be retrained on, active duty during domestic emergency or national security related situations; (e) service under an order to, or to remain on, active duty (other than for training) during a war or national emergency declared by the President or Congress; (active duty (other than for training) by volunteers supporting "Operational Missions" for which selected Reservists have been ordered to active duty without their consent; (g) service by volunteers who are ordered to active duty in support of a "critical mission or requirement" in times other than war or national emergency and when no involuntary call-up is in effect; (h) federal service by members of the National Guard called into action by the President to suppress insurrection, repel an invasion, or execute the laws of the United States.

## **Re-Employment**

To be entitled to re-employment rights, the employee must separate from military service under honorable conditions. The following separation categories are deemed to be dishonorable upon which the employee is provided no re-employment protection: (a) separation from the service with a dishonorable or bad conduct discharge; (b) dismissal of a commissioned officer in certain situations involving a court martial or by order of the President in time of war; (c) dropping a commissioned officer from the roles when the officer has been absent without authority for more than three (3) months or who is imprisoned by a civilian court; (d) separation from the service under other than honorable conditions. Regulations for each military branch specify when separation from the service would be considered "other than honorable."

## **Reporting Back To Work**

Employees wishing to return to work must do so within the following time periods which are dependent on the duration of the employee's military service: (a) service of one to 30 days — the employee must report to work by the beginning of the first regularly scheduled work day that would fall eight (8) hours after the person returns home. If, due to no fault of the employee, timely reporting back to work would be impossible or unreasonable, the employee must report back to work as soon as possible. (b) service of 31 to 180 days — an application for re-employment must be submitted no later than 14 days after completion of a person's service. If submission of a timely application is impossible or unreasonable through no fault of the employee, the application must be submitted as soon as possible. (c) service of 181 or more days — an application for re-employment must be submitted no later than ninety (90) days after completion of a person's military service.

The reporting or application deadlines stated above are extended for up to two (2) years for employees who are hospitalized or convalescing because of a service-connected illness or injury.

## **Documentation Upon Return**

Documentation showing eligibility for employment may be requested of employees who have been on leave for a period of thirty-one (31) days or more. Such documentation may include: (a) the employee's application for re-employment is timely; (b) the employee has not exceeded the five (5) year service limitation; and (c) the employee's separation from service was under honorable conditions.

If an employee does not provide satisfactory documentation because it is not readily available or does not exist, re-employment will be granted with the condition that documentation will be provided as soon as it is available.

## **Re-employment Position**

Except with respect to employees who have service-connected disabilities, the position into which a person is reinstated is based on the length of the employee's military service. (a) One to 90 days: an employee whose

military service lasted one to 90 days must be promptly employed in the following order of priority — (i) in the job the employee would have had had the person remained continuously employed so long as the employee is qualified for the job or can become qualified after reasonable efforts; or (ii) if the employee cannot become qualified for the position that he/she would have held, then in the employee's pre-service position so long as the employee is qualified for the job or could become qualified after reasonable efforts; or (iii) if the employee cannot become qualified for the pre-service position, then in any other position of lesser status and pay that the employee is qualified to perform with full seniority. (b) 91 or more days: The reinstatement position for employees who have served 91 or more days shall be promptly re-employed in the following order of priority — (1) in the job the employee would have held had the employee remained continuously employed or a position of equivalent seniority, status, and pay so long as the person is qualified for the job or can become qualified after reasonable efforts; or (ii) if the employee cannot become qualified for the position it would have held then in the employee's pre-service position, or a position of equivalent seniority, status and pay so long as the person is qualified for the job or could become qualified after reasonable efforts; or (iii) if the employee cannot become qualified for the pm-service position than in any other position of lesser status and pay that the employee is qualified to perform with full seniority.

It will make reasonable efforts to qualify returning service clients who are not qualified for re-employment positions that they otherwise would be entitled to hold for reasons other than service-connected disability. Such efforts may include not only refresher training but also any training necessary to update the returning employee's skills.

### **Service-Connected Disabilities**

Reasonable efforts will be made to accommodate a returning employee's disability so that the employee can perform the position the person would have held if the employee had remained continuously employed.

If, despite reasonable accommodation efforts, the employee is not qualified for the position that he/she previously held due to his/her disability, the employee will be employed in a position of equivalent seniority, status and pay, so long as the employee is qualified to perform the duties of the position or could become qualified to perform them with reasonable efforts.

If the employee does not become qualified for the equivalent position, then the employee will be provided with a position that is consistent with the circumstances of that person's case, most nearly approximates an equivalent position in terms of seniority, status and pay.

Employment will not be provided an employee on military leave if circumstances have changed so much that re-employment will be impossible or unreasonable, such as in the case of a reduction-in-force that would have included the person on leave.

### **Rights of Re-employed Persons**

**Seniority Rights:** Re-employed service members are entitled to the seniority and all rights and benefits based on seniority that they would have attained with reasonable certainty had they remained continuously employed. A right or benefit is seniority-based if it is determined by or accrues with length of employment service. Conversely, a right or benefit is not seniority-based if it is compensation for work performed or is subject to a significant contingency. Returning employees are entitled to not only the rights and benefits that were available at the time that they left for military service but also that became effective during their military leave.

If, prior to leaving for military service, an employee provides clear, written notice of the intent not to return to work after military service, the employee waives entitlement to leave of absence rights and benefits. At the time of providing this notice, the employee must be aware of the specific rights and benefits to be lost. Such notice will not waive re-employment rights.

**Paid Time Off:** Employees will be permitted to use any paid time off that had accrued before the beginning of the military leave instead of unpaid leave. However, employees are not required to use paid time off.

**Protection from Discrimination:** No employee will be discriminated against for hiring, promotion, re-employment, termination and benefits because of past, current or future military obligations.

## **Service Member Family and Medical Leave**

The federal Family and Medical Leave Act (FMLA) entitles eligible employees to take leave in certain situations related to a family member's service in the Armed Forces or National Guard and Reserves ("Service Member FMLA"). This policy supplements our FML policy and provides general notice of employee rights to such leave. Except as mentioned below, an employee's rights and obligations under Service Member FML is governed by our existing FML policy.

### **Leave Entitlement**

Eligible employees may take leave for one or more of the following reasons:

- A qualifying exigency arising out of a family member's covered active duty or call to covered active duty in the Armed Forces or National Guard and Reserves in support of a contingency operation or when that family member is deployed to a foreign country. Qualifying exigencies include such things as short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment events and additional activities.
- To care for a family member who has incurred an injury or illness in the line of duty while on covered active duty in the Armed Forces or National Guard and Reserves, provided that such injury or illness renders the family member medically unfit to perform duties of the member's office, grade, rank or rating. This includes injuries or illnesses that existed before the beginning of the member's active duty and were aggravated by service in the line of duty on active duty in the Armed Forces. This also includes veterans who are undergoing treatment for a serious illness or injury incurred in the line of active duty and who were members of the Armed Forces, including the National Guard and Reserves, within the five years preceding the treatment,
- For purposes of the FML, the term spouse shall mean a husband or wife as recognized under federal law meaning that a legally recognized relationship with a heterosexual and same sex spouses shall entitle an otherwise eligible employee to any and all rights under this law.
- To care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.

### **Eligibility**

Eligible employees with a spouse, son, daughter, or parent on covered active duty or call to covered active duty status may use their leave entitlement to address certain qualifying exigencies.

Eligible employees whose spouse, son, daughter or next of kin is a covered service member may use their leave entitlement to care for that service client.

## Duration of Service Member FML

When leave is due to a qualifying contingency, an eligible employee may take up to 12 work weeks of leave during any 12-month period.

When leave is due to rest and recuperation qualifying contingency, an eligible employee may take up to 15 calendar days during any 12-month period.

When leave is to care for an injured or ill service member, an eligible employee may take up to 26 work weeks of leave during a single 12-month period to care for the service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.

Service member FML runs concurrently with other leave entitlements provided under federal, state and local law.

## Jury Duty/Court Witness Summons

II recognizes the duty of employees as citizens to serve on juries or as court witnesses. Employees summoned to serve on a jury, or required by subpoena to appear as a witness in court, are paid by II the difference between any fee received from the court and the employee's normal pay for a period of up to five (5) days.

In order to receive this pay differential, the employee must:

- Inform Human Resources of their intention to be absent from work to serve jury duty or as a witness.
- Upon return to work provide a record from the court indicating the date(s) time(s) served on jury duty or as a subpoenaed witness.\*
- Upon receipt of jury duty/witness pay, the employee should provide II with a copy of their payment check. The amount of payment will be deducted from the next payroll.

\*Time out of work for jury or witness duty will be recorded as, and deducted from, paid time off (PTO), until such time as the employee submits the documents outlined above

As court duty often does not require a full time commitment, employees are expected to report to work on days or reasonable portions of days when attendance in court is not required. Additionally, the court witness policy does not apply to an employee who is a plaintiff or defendant. If an employee must appear in court as the plaintiff or defendant, the employee must utilize their PTO if they are absent from work. It is the employee's responsibility to inform HR as soon as possible to their need to serve as a witness or juror.

Time incurred by an employee who is required to serve as a witness in court on behalf of II will be considered as time worked and paid for accordingly.

II does not pay employees for jury/witness service in excess of five (5) days. Employees may use accrued PTO time if necessary for jury or witness duty which exceeds five (5) days. No employee shall be discharged or retaliated against as a result of absence due to jury or witness duty of any length.

## Bereavement Leave



In the event that a member of an employee's family passes away, he/she will be granted time off with pay. If the loss occurs within the immediate family (i.e., spouse/significant other\*, parent, child, grandmother, grandfather, brother or sister or the employee's spouse's/significant others parent, child, grandmother, grandfather, brother or sister) bereavement leave of up to three (3) days will be granted for making arrangements for services, attending services and/or attending to matters related to the death of the loved one. One paid day will be granted to attend services in the event of a relative's death when that relative is not in the immediate family (e.g., aunt, uncle or cousin). Bereavement Leave is pro-rated for part-time employees. Extended bereavement for staff who lose an immediate family member (spouse/significant other, parent, child, grandmother, grandfather, brother or sister or the employee's spouse's parent, child, grandmother, grandfather, brother or sister):

- Once an employee exhausts the 3 days of paid bereavement leave, they are allowed to use any available PTO and to go past negative 3 to negative 6 without any penalties or may choose to take a leave of up to 14 days without pay. If the employee chooses to take a leave of absence of up to 14 days, they are not required to use PTO.
- The employee also has the option of using PTO after they have exhausted their bereavement time, but may choose to take the remaining time as a leave of absence and not occur going negative. It will continue to pay employee's benefits while they are out for an extended bereavement. Employees will be responsible for paying their portion of benefits during any period of unpaid leave.
- If an employee requires more than a 14 days leave of absence; the employee needs to contact the Program Administrator to make the requests.
- Employee should contact the Program Administrator first with the initial bereavement requests. Program Administrator will communicate to Human Resources if there is a possibility the staff will need to request an extended leave of absence.

\*Significant other defined as living together for at least 6 months.

## Domestic Violence Leave

The purpose of this policy is to explain to all employees their rights and responsibilities under the law as well as to present the procedures and guidelines for responding to any employee disclosure of information about domestic violence or abuse against an employee or an employee's family member.

This policy allows for 15 days of job-protected leave during a 12-month period. This leave is in addition to all other forms of leave available to employees. The leave must be directly related to the abusive behavior such as medical attention, counseling, victim services or legal assistance; secure housing; to obtain a protective order from a court; appear in court or before a grand jury; meet with a district attorney or other law enforcement official; or attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or family member of the employee.

This policy is applicable to full-time, part-time, seasonal and temporary employees.

Leave under this policy is unpaid. However, an employee may request to use their accrued and unused PTO, sick time or other available leave for this time.

An employee is responsible to provide appropriate advanced notice of the leave under this policy except in the case of imminent danger. In the case of imminent danger, the employee, a family member or a third party must notify II's Human Resource Department within 3 working days from the first date of the absence indicating that leave taken has been taken as a result of a domestic violence event. All day of, unplanned absence reporting procedures should still be followed to allow for necessary program schedule adjustments.

II reserves the right to request documentation related to a requested domestic violence leave under this policy. Employees have up to 30 days to provide adequate documentation of the absence. Adequate documentation includes:

- A protective order;
- A document on letterhead of the court, provider or public agency;
- A police report or other official police document;
- Documentation that the perpetrator has:
  - Admitted to sufficient facts to support a finding of guilt of abusive behavior; or
  - Been convicted of, or adjudicated a juvenile delinquent by reason of any offense constituting abusive behavior and is related to the abusive behavior that necessitated the leave;
- Medical documentation of treatment as a result of the abusive behavior;
- An affidavit, signed under the penalties of perjury, provided by a professional third party who has assisted the employee or the employee's family member; or
- An affidavit, signed under the penalties of perjury, from the employee attesting that the employee or family member is a victim of abusive behavior.

Documentation will be retained by II only for as long as required for the employer to make a determination as to whether the employee is eligible for leave pursuant to this section.

All information that is not a public record related to the employees leave will be kept confidential by the employer except as requested by the employee, required by law, or necessary to protect the safety of the employee or others employed at the workplace.

II will not coerce, interfere with, restrain or deny the exercise of, or any attempt to exercise, any rights provided in this policy or make leave contingent upon whether or not the victim maintains contact with the alleged abuser.

II will not discharge or discriminate against an employee for exercising an employee's rights pursuant to this policy. The taking of leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave taken pursuant to this policy commenced.

Upon the employee's return from an approved leave under this policy, he/she will be entitled to restoration to their original job or to an equivalent position.

## **Q. Leave Without Pay**

Unpaid leave may be granted by II's Executive Director, President or the Program Director or Assistant Program Director of the Program to employees for extenuating circumstances but only after accrued benefits have been exhausted. An employee must submit to his/her supervisor, Program Director or Assistant Program Director a written request for unpaid leave specifying the reason for the leave and anticipated duration of the leave. Unpaid leave, in general, cannot exceed ninety (90) days. Employees are not eligible to accrue benefits during an unpaid leave.

The Program Director or Assistant Program Director may authorize or deny a leave based on the circumstances surrounding the request, the duration of the leave, the program's status and clients needs at the time of the request. The employee's position is not guaranteed upon return from leave. However, II will try to assign the individual to a similar position with equivalent pay and benefits.

Abuse of any part, or all, of II's leave policies constitutes absenteeism, and employees will be subject to disciplinary actions up to and including termination.

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★ Employee Standards

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## Professional Employee Standards

Employees of II are expected to be professional, responsible, respectful and cooperative. Conduct that interferes with program operations, discredits II or is offensive to clients, students or co-workers is unacceptable. All therapists and supervisors will abide by the ethical guidelines outlined at <http://bacb.com/ethics/> These guidelines are provided for informational purposes only and are not intended to be all-inclusive. Nothing here is intended or will be construed to change or replace, in any manner, the at-will employment relationship between the company and the employee.

Standards of conduct include but are not limited to:

- Promotion of the health and well-being of clients and staff
- Cooperation with team members, peers and supervisory personnel
- Compliance with safety policies and safety procedures
- Punctuality
- Reliability
- Compliance with instruction and supervisory directives
- Satisfactory quality and quantity of work

- Attendance at required meetings and training
- Confidentiality
- Respectful of differences

Failure to meet these standards will be considered cause for disciplinary action, up to and including termination.

The following represents a partial listing of violations to employee's standards. Any other type of infraction not specifically addressed below may also result in a disciplinary action, including immediate termination:

- Failure to follow the program's policies and procedures
- Misuse of paid time off (PTO)
- Insubordination
- Unauthorized use of IT facilities and equipment
- Providing false information on client records or pursuant to an investigation
- Changing, altering, modifying or destroying official documents
- Removal of any company records without written permission from a Supervisor, the President, Executive Director, or Program Director
- Possession of dangerous weapons or devices
- Misuse or misappropriation of IT or client funds
- Leaving premises during work for personal reasons without authorization; performing unauthorized personal work on company time
- Immoral or indecent conduct
- Bringing unauthorized persons onto IT property
- Disclosing confidential information to unauthorized persons
- Excessive absenteeism, tardiness or failure to work scheduled hours
- Abusive/inappropriate language
- Violation of state or federal regulations or laws
- Unsatisfactory job performance; interfering with another employee's job performance
- Inappropriate attire
- Negligence, carelessness or inconsiderate treatment of IT clients and/or their matters/files
- Use or possession of intoxicating beverages or illegal use or possession of narcotics, marijuana, or drugs (under state, federal, or local laws), on company premises during working hours or reporting to work under the influence of intoxicants or drugs so as to interfere with job performance, or having any detectable amounts of illegal drugs in an employee's system
- Falsification of one's employment application, medical, or employment history

These are general rules and are not intended to hinder or in any way curtail the rights of free speech or free expression of ideas. Therefore, such activity by employees during non-working time, including meal and rest periods, is not restricted so long as such activity does not interfere with the orderly and regular conduct of the company business, is lawful, in good taste, conducted in an orderly manner, and does not create safety hazards or violate general good housekeeping practices.

## Attendance

Punctuality and regular attendance are essential to the consistency and smooth operation of II. All staff members are expected report to work on time. Office hours are 8:15 A.M. to 4:45 P.M. Monday through Friday. The nature of our business may sometimes demand workday or workweek hours different than those set forth above. Variation to the schedule will be made or approved by the Clinical Director.

Unsatisfactory attendance including tardiness and leaving work early is considered unacceptable job performance. Employees will be rated in their performance appraisal in the categories of attendance and punctuality.

If an employee has advance notice of their need to be out of work, they should submit a PTO Request via email to the Executive Director to schedule the time off. If an employee is unable to report to work due to an unforeseen circumstance, he/she must call II to report their absence between 5:00am and 7:00am on the morning of the absence and provide a brief reason for their absence. If, for any reason, an employee expects to be late, he/she must call into II and speak with their group leader and leave a reason for the tardiness and anticipated time of arrival to II.

If an employee is ill, injured, or an unexpected emergency arises which prevents them from coming to work, the employee must notify the Executive Director ASAP. If an employee is physically unable to contact the company, he/she should direct another person to make the contact on his/her behalf. Leaving a message with a fellow staff employee or with the answering service is not considered proper notification. When an employee calls in absent, he/she is to advise the company of the expected date of return.

If an employee becomes ill at work, he/she should notify the clinical director immediately. If an employee is unable to perform his/her job tasks he/she may be sent home for the remainder of the day or until able to work again. Employees will have the option of applying PTO or taking unpaid time off.

The company may request a medical statement from the employee's doctor when an employee is absent from work due to illness for more than three working days.

Unreported absences will automatically be considered lost time and will be entered into payroll records as unpaid time. An absence which is unreported for two consecutive days may be considered a voluntary resignation. Excessive absences or tardiness will be subject to disciplinary action and may be considered grounds for termination.

### **Attendance During Inclement Weather**

To ensure the safety of our clients and our staff, II management may make a decision to close the program due to inclement weather. II will follow the closure decisions of Austin Independent School District. If II's Program is to be closed or delayed due to inclement weather a text message will be sent to all staff. The information will also be posted on II's website at [www.independentidentity.org](http://www.independentidentity.org), on the official II Facebook page and Instagram.

Staff should assume the Program will still remain open unless otherwise communicated as noted above. Each employee should exercise their best judgment with regard to road conditions and other safety concerns.



### **Dress and Personal Appearance**

II regards its employees as its representatives to the public and as role models for its clients. It is expected that employees will exercise good judgment as to what constitutes proper dress and good grooming. In general, the appearance of employees is expected to meet the safety and comfort requirements of their position but should nonetheless be neat, clean and professional, as working conditions permit. This applies to all work-related events, meetings, community events, etc. on or off campus.

II will provide two T-shirts and any additional T-shirts will cost \$20.

Articles of clothing with printed words or symbols that are sexually explicit or suggestive, portray/support drugs or alcohol or that demeans any person or group on the basis of age, ethnic background, disability, national origin, race, sex or sexual preference are prohibited.

For safety reasons, exposed body piercing, other than small earrings/studs, are prohibited for employees working directly with clients. To avoid injury, employees must wear rubber-soled shoes and avoid shoes with open toes, heels or elevated platforms. Hair should be combed and orderly. Long hair should be pulled back or employee should have a hair tie handy.

<b>Lower Garments</b>			
<b>Appropriate</b>			<b>Inappropriate</b>
<ul style="list-style-type: none"> <li>• Jeans</li> </ul>			<ul style="list-style-type: none"> <li>• Visible undergarments</li> </ul>
<ul style="list-style-type: none"> <li>• Khakis or Corduroys</li> </ul>			<ul style="list-style-type: none"> <li>• Any lower garment where skin may be exposed higher than 6 inches above the knee</li> </ul>
<ul style="list-style-type: none"> <li>• Leggings</li> </ul>			
<ul style="list-style-type: none"> <li>• Modest exercise Pants/Workout Wear</li> </ul>			
<ul style="list-style-type: none"> <li>• Shorts*</li> <li>• 8</li> </ul>			<ul style="list-style-type: none"> <li>• Any garment that is sheer, allowing undergarments to be visible or skin to be visible higher than 6 inches above the knee</li> </ul>
<ul style="list-style-type: none"> <li>• Skirts*</li> </ul>			
<ul style="list-style-type: none"> <li>• Dresses*</li> </ul>			
<ul style="list-style-type: none"> <li>• Capri Pants</li> </ul>			
<b>Upper Garments</b>			

Appropriate			Inappropriate
<ul style="list-style-type: none"> <li>• Polo collar shirts</li> </ul>			<ul style="list-style-type: none"> <li>• Visible undergarments</li> </ul>
<ul style="list-style-type: none"> <li>• Company logo wear</li> </ul>			<ul style="list-style-type: none"> <li>• Tops that expose the wearer's midriff</li> </ul>
<ul style="list-style-type: none"> <li>• Short-sleeved blouses or shirts</li> </ul>			<ul style="list-style-type: none"> <li>• Tops that expose the wearer's chest</li> </ul>
<ul style="list-style-type: none"> <li>• Sleeveless blouses or shirts</li> </ul>			<ul style="list-style-type: none"> <li>• Sleeveless garments with straps that are thinner than 1 inch (including spaghetti straps)</li> </ul>
<ul style="list-style-type: none"> <li>• Turtlenecks</li> </ul>			
<ul style="list-style-type: none"> <li>• Blazers or sport coats</li> </ul>			
<ul style="list-style-type: none"> <li>• Jackets or sweaters</li> </ul>			<ul style="list-style-type: none"> <li>• Sheer garments without an opaque undershirt</li> </ul>
<ul style="list-style-type: none"> <li>• T-shirts or sweatshirts</li> </ul>			
<ul style="list-style-type: none"> <li>• Modest exercise wear</li> </ul>			
<b>Footwear</b>			
Appropriate**			Inappropriate
<ul style="list-style-type: none"> <li>• Boots</li> </ul>			<ul style="list-style-type: none"> <li>• Shoes with open toes</li> </ul>
<ul style="list-style-type: none"> <li>• Sneakers</li> </ul>			<ul style="list-style-type: none"> <li>• Shoes with heels</li> </ul>
<ul style="list-style-type: none"> <li>• Flats</li> </ul>			<ul style="list-style-type: none"> <li>• Shoes with 'platform' sole</li> </ul>
<ul style="list-style-type: none"> <li>• Loafers</li> </ul>			<ul style="list-style-type: none"> <li>• Slippers</li> </ul>
<ul style="list-style-type: none"> <li>• Moccasins</li> </ul>			
<ul style="list-style-type: none"> <li>• Crocs</li> </ul>			



*Cut of the garment must be no more than 6 inches above the knee of the wearer*

\*All appropriate footwear assumes a rubber sole

Employees should be mindful that all garments are of the appropriate length, cut/or fit to meet the requirements outlined above while sitting, moving and/or bending.

II expects its employees to dress appropriately and engage in regular grooming practices when reporting for work/work-related function. Employees who dress inappropriately may be asked to leave to change their attire. Time taken to change into appropriate wardrobe will not be compensated. Repeated infractions may be cause for disciplinary actions.

## Cell Phone Use Policy

Personal cell phone use is not allowed during working hours while employees are scheduled with a client(s). When an employee is working with a client, they may have their cell phone on them (on silent or vibrate), but it may not be visible. This means it can be in the employee's pocket or otherwise on their person, but not in use (unless it is related to a client program/issue). Under no circumstances should an employee be personally using social media during program hours. If an employee needs to use their cell phone for a personal matter it is their responsibility to find coverage for their client so they can step away and use their cell phone.

Staff should not be texting each other during program hours unless it is related to a client and cannot be communicated in another way. We would like to maintain a professional work environment and it is not appropriate to use text messaging or engage in group texting to discuss clients or other staff members as this is a violation of their privacy and could be destructive in nature. If an employee is having any issues with clients or staff members that need to be addressed, they should bring them to their mentor and/or appropriate administrator. Inappropriate use of cell phones will not be tolerated.

## Social Media

Under no circumstance should employees be posting pictures, specific stories or content regarding II clients on their personal social media. This includes all social media outlets (Facebook, Instagram, snapchat, TickToc, etc.) All of our clients deserve the right to privacy and posting pictures and/or stories on personal accounts is a violation of their privacy. Parents/guardians may or may not have provided consent for their child to be on II's social media but this consent doesn't extend to postings made on a staff member's personal social media account. If an employee takes a photo to send to Supervisor, it should only be sent to the Direct Supervisor and it must not be shared with anyone further after doing so.

Independent Identity expects employees to use good judgment and forethought when utilizing personal social media to post personal comments or opinions that could cause harm to the company, its employees, or its clients.

Employees must refrain from using social media while on work time or on company equipment, unless it is work-related as authorized by a manager or consistent with the Electronics Assets Usage policy. Employees

may not use company email addresses to register on social networks, blogs, or other online tools utilized for personal use.

Employees should not speak to the media on the company's behalf without contacting the Executive Director. All media inquiries should be directed to the Executive Director.

If an employee has questions or needs further guidance, they should the Executive Director.

 Health, Safety & Security

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## **Smoke Free Environment**

II is committed to maintaining a healthy and positive work environment. Smoking therefore, is pipes, smokeless tobacco, and electronic cigarettes is not permitted in any of the company's facilities or within 20 feet of entrances, exits, windows that open, and ventilation intakes of workplaces or public areas. The company does not permit smoking or the use of tobacco products in any company buildings, facilities, work sites, or vehicles. Employees wishing to smoke or use tobacco products should do so during their break times, outside company buildings in designated areas, and in accordance with local ordinances. Being permitted to smoke or use tobacco products during breaks is a privilege, as long as such use does not interfere with the employee's work, fitness for duty, or professional appearance.

## **Controlled and Illegal Substances**

II is committed to protecting the health, safety and welfare of its employees by providing a work environment that is free of substance abuse. II intends to preserve its professional standards of excellence and will not allow substance abuse by any staff member to impede its ability to provide our clients with premium service.

Accordingly, II has developed the following guidelines on controlled and illegal substances. These guidelines are designed to ensure that our workplace is safe and productive. They articulate II's position that substance abuse will not be tolerated. The policy also reflects our concern for employees who have a substance abuse problem and encourage those individuals to seek counseling and treatment.

### **Treatment and Assistance**

II supports its employees in seeking professional help and treatment of substance abuse problems/substance use disorders which may affect their personal lives or job performance.

An employee's job will not be jeopardized for seeking help for substance abuse problems. However, such participation by itself does not protect an employee from appropriate disciplinary action should there be a breach of the conditions of employment, a violation of general II guidelines, policies and procedures or should job performance fall below an acceptable level.

### **Substances Addressed**

The following are definitions of substances that are subject to the Guidelines (the definitions are supplied for informational purposes only and are not meant to be all-inclusive):

- Alcohol: Includes alcoholic beverages such as: beer, wine, liquor, cordials, etc.
- Controlled/Illegal Substances: Includes all forms of drugs and chemicals such as: stimulants, narcotics, depressants, hallucinogens and other substances prohibited or restricted by law. Such items include but are not limited to: tranquilizers, heroin, crack, marijuana, LSD, cocaine, etc. Controlled/illegal substances also include any prescription drugs or chemicals not used for their appropriately prescribed use or purpose. (Medically prescribed drugs used in the prescribed manner do not fail under the definition of controlled/illegal substances.)

## **Prohibited Activities**

The following activities are prohibited for all II employees:

- The consumption of alcohol on II's premises, whether or not the consumption takes place during regular business hours. This does not apply to appropriate use at II-sponsored or catered functions, events or meals.
- Possession on II premises of any alcohol that is not in its original manufacturer's container with unbroken seals (except for II-sponsored events as noted above).
- The possession, use, sale, purchase, transfer, transportation or distribution of controlled/illegal substances on II's premises or while engaged in II business away from II's premises.
- Consumption of alcohol, use of controlled/illegal substances or being under the influence of such to the extent that they interfere with an employee's job performance, thereby rendering the employee unfit to perform assigned job duties or causing the employee to be a potential safety risk to our clients, himself or herself, the employee's co-workers, or II property.
- Use of prescription or over-the-counter medication that is impairing or has the potential to impair performance and behavior during work hours.

## **Disciplinary Action and Possible Consequences**

Employees are subject to disciplinary action, up to and including termination, if they:

- Engage in any of the prohibited activities described above, or
- Engage in such prohibited activities which result in, or cause, actually or potentially adverse publicity affecting II's reputation or its ability to serve its clients.

## **Reporting Procedures**

It is II's intention that procedures for reporting substance abuse problems balance its intolerance for substance abuse with its concern for and the privacy of its employees. To this end, the following guidelines are intended to be a framework for dealing with substance abuse problems:

- Any employee who has a reasonable suspicion of, or who observes, prohibited substance abuse actions by a co-worker, subordinate or superior is expected to report the matter to the Executive Director, President, or Program Director. In no event should these matters be discussed with any other employee.
- Any suspicion or confirmation of substance abuse is a sensitive matter and is to be handled in a confidential, reasonable and professional manner by the parties concerned. Any employee who violates the confidential nature of such information by discussing these matters with anyone other than the individuals noted in the above paragraph may themselves be subject to disciplinary action which may include termination.

## Searches and Testing

To protect the health, safety, and welfare of its clients and employees, II reserves the right to require any employee to submit to a search of their personal property and/or testing when reasonable suspicion exists as to the possession and/or consumption of controlled or illegal substances as described under Prohibited Activities. II reserves the right to search all areas of II as well as the employees' personal property brought onto II's premises, including but not limited to offices, files, briefcases, pocketbooks, pockets, backpacks, desks, personal vehicle (if used to transport staff and/or clients on behalf of II), etc. All searches and tests will be conducted only by the Executive Director, President, or Program Director, Human Resources, or an authorized designee with the express written approval of the Executive Director. No exceptions will be made

Furthermore, II reserves the right, as provided under applicable law, to require a suspected employee to submit to chemical and/or medical tests administered by a qualified physician or laboratory of II's choice. This test will be conducted only with the express written authorization of the Executive Director. If this test result is positive, the employee may be requested to undergo more precise tests. An employee's failure to comply with II's request for a search and/or test is grounds for disciplinary action up to and including termination.

## Drug and Alcohol Free Workplace

Drug/Alcohol use and abuse at the workplace, prior to or while on duty, are subjects of immediate concern. From a safety perspective, the misuse of drug/alcohol may impact the well-being of II employees, clients, members, property and the public at large. Therefore, it is the policy of II that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is strictly prohibited in the workplace or while on duty and/or prior to reporting to work. Any employee violating this policy will be subject to discipline up to and including termination. Any employee may also be discharged, or otherwise disciplined, for any conviction involving illicit drug behavior, or driving under the influence of alcohol, regardless of whether the employee's conduct was detected within employment hours or whether his/her actions were connected in anyway with his/her employment. Being on II property, attending an II event, working with II clients or operating a vehicle on behalf of II while under the influence of a controlled substance or alcohol is strictly prohibited. The specifics of this policy are as follows:

- Any employee who gives or in any way transfers a controlled substance to another person or sells or manufactures a controlled substance while on duty regardless of whether the employee is on or off campus, will be subject to discipline up to and including termination.
- The term "controlled substance" means any drug listed in 21 USC 812 and other federal regulations. Generally, all illegal drugs and substances are included, such as marijuana, cocaine, codeine or opium additives, LSD, DMT, STP, amphetamines, methamphetamine and barbiturates.
- Employees are required to inform the Executive Director of any arrests which may adversely affect their role at II. Employees are required by law to inform an employer within five (5) days after he/she is convicted for violation of any federal or state criminal drug or alcohol statute. A conviction means a finding of guilt (including a plea of nolo contendere) or the imposition of a sentence by a judge or jury in a federal or state court.

- If an employee is convicted of violating any criminal drug statute while on duty, he/she will be subject to discipline up to and including termination. Conviction(s) while off duty may result in discipline or termination.
- II encourages any employee with a drug or alcohol problem to seek assistance. The administration can advise the employee as to sources of assistance available within the community

## Abuse and Neglect Reporting

### **Abuse/Neglect (18 years of age and older)**

All direct care employees and administrative employees are defined as mandated reporters under Texas Family Code Section 261.101 (a) regarding the prevention of abuse and neglect of an individual with disabilities age 18 years of age or older. If an employee is a mandated reporter and he/she has reasonable cause to believe that a student at II's Program has been subject to either abuse or neglect by a caretaker at the program or at a setting away from the program, the employee is required to make an immediate oral report to the Department of Family and Protective Services ("DFPS") with a written report to be submitted within forty-eight (48) hours. A verbal report and an incident report must always be filed immediately with II's Executive Director or Program Director even if the employee reported directly to DFPS.

To report to DFPS, call the 24-hour, toll-free abuse hotline at 1-800-252-5400 from anywhere in the United States to report abuse or neglect that happened in Texas.

## No Solicitation Rule

Employees are not permitted to solicit, nor are employees to be solicited by anyone while on II's premises or during II's activities away from campus at any time or for any reason. Non-employees are not permitted on II's premises for solicitation purposes.

## Document Retention & Destruction Policy

The Sarbanes-Oxley Act, which makes it a crime to alter, cover up, falsify, or destroy any document with the intent of impeding or obstructing any official proceeding, requires all public companies to establish a Document Retention & Destruction Policy. While this requirement does not apply to non-profit organizations, Independent Identity's (II) Board of Directors unanimously agreed to adopt such a policy as a matter of sound business practice. II follows the document retention procedures outlined below. Documents that are not listed, but are substantially similar to those listed in the schedule will be retained for the appropriate length of time.

<p><b><u>Corporate Records</u></b></p> <p>Annual Reports to Secretary of State/Attorney General</p> <p>Articles of incorporation</p> <p>Board Meeting Minutes, Policies &amp; Resolutions</p> <p>By-laws</p> <p>Construction Documents</p> <p>Fixed Asset &amp; Depreciation Information</p> <p>IRS Application for Tax-Exempt Status (Form 1023)</p> <p>IRS Determination Letter</p> <p>State Sales Tax Exemption Letter</p> <p>General Correspondence</p>	<p>Permanent</p> <p>Permanent</p> <p>Permanent</p> <p>Permanent</p> <p>Permanent</p> <p>Permanent</p> <p>Permanent</p> <p>Permanent</p> <p>3 Years</p>
<p><b><u>Accounting &amp; Tax Records</u></b></p> <p>Annual Audits &amp; Financial Statements</p> <p>IRS 990 Tax Returns</p> <p>Business Expense Records</p> <p>IRS 1099s</p> <p>Journal Entries</p> <p>Invoices</p> <p>Cash Receipts</p> <p>Credit Card Receipts</p>	<p>Permanent</p> <p>Permanent</p> <p>7 Years</p> <p>7 Years</p> <p>7 Years</p> <p>7 Years</p> <p>3 Years</p> <p>3 years</p>
<p><b><u>Bank Records</u></b></p> <p>Bank Deposit Slips</p> <p>Bank Statements &amp; Reconciliations</p> <p>Electronic Fund Transfer Documents</p>	<p>7 Years</p> <p>7 Years</p> <p>7 Years</p>
<p><b><u>Payroll &amp; Employment Tax Records</u></b></p> <p>Payroll Registers</p> <p>State Unemployment Tax Records</p> <p>Garnishment Records</p> <p>Payroll Tax Returns</p> <p>W-2 Statements</p>	<p>Permanent</p> <p>Permanent</p> <p>7 Years</p> <p>7 Years</p> <p>7 Years</p>

<p><b><u>Employee Records</u></b></p> <p>Retirement &amp; Pension Plan Documents</p> <p>Records Relating to Promotion, Demotion or Discharge</p> <p>Accident Reports &amp; Worker's Compensation Records</p> <p>Salary Schedules</p> <p>BACKGROUND Forms</p> <p>Employment Applications</p> <p>I-9 Forms</p>	<p>Permanent</p> <p>7 Years</p> <p>5 Years</p> <p>5 Years</p> <p>3 Years</p> <p>3 Years</p> <p>3 Years</p>
<p><b><u>Legal, Insurance and Safety Records</u></b></p> <p>Insurance Policies</p> <p>Real Estate Documents including Appraisals</p> <p>Leases (after expiration of Lease)</p> <p>OSHA Documents</p> <p>General Business Contracts (after termination of contract)</p>	<p>Permanent</p> <p>Permanent</p> <p>6 Years</p> <p>5 Years</p> <p>3 Years</p>
<p><b><u>Student &amp; Client Records</u></b></p> <p>Admissions Information (after exit from program)</p> <p>Assessments and Evaluations (after exit from program)</p> <p>Consent and Release Forms (after exit from program)</p> <p>Contact Information (after exit from program)</p> <p>Emergency Information (after exit from program)</p> <p>Incident and Accident Reports (after exit from program)</p> <p>Individual Service Plans (ISP) (after exit from program)</p> <p>Day Habilitation Service Plans (DHSP) (after exit from program)</p> <p>Local Educ. Agency (LEA) contracts (after exit from program)</p> <p>Medical Information (after exit from program)</p> <p>Progress Reports (after exit from program)</p> <p>All Other Correspondence (after exit from program)</p>	<p>7 Years</p> <p>7 Years</p> <p>7 Years</p> <p>7 Years</p> <p>7 Years</p> <p>7 Years</p> <p>Permanent</p> <p>Permanent</p> <p>7 Years</p> <p>7 Years</p> <p>7 Years</p> <p>7 Years</p>



## **Electronic Documents**

All electronic documents will be retained as if they were paper documents. Therefore, any electronic files, that fall into one of the document types on the above schedule, will be maintained for the appropriate amount of time. If a user has sufficient reason to keep an email message, the message should be printed in hard copy and kept in the appropriate file or moved to an "archive" computer file folder. Backup and recovery methods will be tested on a regular basis.

## **Emergency Planning**

II's records will be stored in a safe, secure and accessible manner. Documents and financial files that are essential to keeping II operating in an emergency will be backed up at least once every week and maintained off site.

## **Document Destruction**

II's Executive Director is responsible for the ongoing process of identifying its records, which have met the required retention period and overseeing their destruction. Destruction of financial, personnel, and client-related documents will be accomplished by shredding.

Document destruction will be suspended immediately, upon any indication of an official investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation.

## **Compliance**

Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against II and its employees and possible disciplinary action, up to and including discharge, against responsible individuals. The Executive Director and Finance Committee Chair will periodically review these procedures with legal counsel or II's Certified Public Accountant to ensure that they are in compliance with new or revised regulations.

## **Quality and Improvement**

II uses only evidence based practices. All programming utilizes the principles of applied behavior analysis. Data is continually collected and analyzed to ensure we are meeting and surpassing our goals and objectives or revising procedures to maximize success. Additionally, II annually sends out surveys to our Parents/Guardians, and the agencies we provide services for to get the pulse of what we are doing and what needs to be improved and acting upon that.

 Communication

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## **Mail Policy**

All mail/parcels addressed to individuals employed at and acting in their professional capacity at II shall be deemed business mail and as such are the property of II. All business mail received at II will be directed to the appropriate staff person or department. The agency will not be responsible for managing personal mail. If occasional mail is sent and marked personal it will be considered exempt non-business mail and will be forwarded to the individual employee.

## **Media Relations**

The Executive Director, President or their designee is responsible for responding to all media inquiries. Employees are expected to report media contacts from newspapers/print media, television, radio, techet services and freelance reporters immediately to the Executive Director. Under no circumstances can an employee release information about II, its clients or staff without prior consent from the Executive Director, President or their designee.

## **Legal Notices**

Any and all legal notices inclusive of search warrant(s), subpoenas, and/or demand(s) for information and/or document(s), notice(s) to appear or to discuss information pertaining to II, inclusive but not limited to, it's business practices, employees, clients, contractors, board clients, agents, vendors, and clients, are to be immediately directed to the Executive Director, President or their designee. No employee shall accept, respond to, discuss, or in any way represent II without the express written consent of the Executive Director, President or their designee. II employees are not to provide signature as witness to any legal document on behalf of a client, client's family member, relative, if an employee has any questions regarding their ability to sign a document on behalf of a client they should direct them to the finance department.

## **II User Credentials**

An employee's II user credentials are used to log in to II's computers and to access resources (folders, files, printers, wifi, etc.) on II's network. Which of these resources and employees is able to access is determined by their role at II. An employee's user credentials are used to identify the employee and should only be used

by that single individual. Sharing credentials with other staff, students, client, and visitors represents a significant security and privacy issue and is strictly prohibited.

## **Personal Computer Equipment Acceptable Network Use and Security Policy**

II provides access to its wired, wireless, and virtual private networks to employees using their personal laptops as a matter of convenience to its employees. All employees using their personal computer to connect to II's networks must agree to abide by II's Personal Computer Equipment Acceptable Network Use and Security Policy as defined below and will be required to annually sign a document certifying that they comply with these policies:

- The employee must agree to have adequate anti-virus protection installed and enabled on their computer and that any required subscriptions will be renewed as required at the employee's expense to keep the anti-virus protection up to date.
- The employee must agree that his/her personal computer will not have any peer- to-peer File sharing software installed such as, but not limited to; LimeWire, Kazaa, BitTorrent, eDonkey, File•ippo or other similar file sharing software.
- The employee will not use his/her computer to connect to the II network if he/she suspects that his/her personal computer is infected with a virus, spyware, malware, or is otherwise security compromised.
- The employee agrees to only have the II files and client information required for his/her immediate II business needs on the computer and to not keep any historical copies of files which contain personally identifiable information such as, but not limited to; ISP Documents, DHSP Documents, Progress Notes, Step Sheets, Evaluations, or any sensitive information. Instead he/she will transfer any and all such files to the appropriate location on the server as needed and, once transferred, will remove the files from his/her personal computer.
- The employee agrees to notify II immediately if his/her laptop is lost or stolen or if he/she believes that someone may have retrieved any information from his/her laptop that could contain confidential and/or personal information about an II client, staff, or II documentation.
- The employee agrees to not keep illegal or illicit content on his/her personal computer such as, but not limited to; material that is pornographic in nature, software for which he/she does not hold a valid software license, or software whose copy protection has been deliberately circumvented.
- The employee agrees not to share his/her II user name and password with any other person and that he/she will safeguard this information by not keeping written copies on, or near, his/her computer, or in a file on his/her computer where someone might be able to retrieve the information.
- The employee agrees to allow II to create a user account named "II SecurityAccount" on his/her personal computer and that this account may be used for the sole purpose of periodic automated monitoring of his/her computer to ensure it has active and up-to-date antivirus protection and that he/she does not have Peer-to-Peer or other file sharing software installed. The employee agrees not to disable this account while employed at II.
- The employee agrees and understands that failure to comply with any of these requirements will result in his/her personal access privileges being permanently revoked and may result in his/her suspension or termination.
- The employee understands that he/she will be required to renew this agreement annually or at any time these policies are amended or sufficiently modified to warrant renewal.

The purpose of this policy is to ensure that all personal and confidential information is safeguarded and to prevent any security compromised or vulnerable computer from potentially infecting other computers on the II network.

## Building Access Control

II issues managing staff keys to the building. Employees are required to carry their on their person at all times during II work hours. Lost or misplaced keys represent a significant security issue that could allow a stranger access to our facilities. As such, employees should report lost/misplaced keys immediately. If the employee has lost their key they will need to purchase a replacement at a cost of \$15.00. Should an individual leave II's employment, they will be required to turn in their key on their day of exit. Failure to do so will result in \$15.00 being deducted from the net amount of their final paycheck or final expense reimbursement.

## Intellectual Property

Intellectual Property (IP) is intangible property and can be protected by copyright, patents, trademarks, and design rights. Most of II's IP is protected by copyright; however, other protection may be appropriate depending on the IP in question.


II provides its staff with the facilities, physical supports (computer hardware and software, other office equipment and supplies) and access to research and information dissemination opportunities. As such, copyright vests automatically to II in original written works and original documented research or documented teaching, behavioral, or functional skills programming created for or on behalf of II by its staff. For this reason, any document produced for techal or external distribution must include Copyright (year of publication) Independent Identity, Inc. All Rights. Reserved in the footer.

Staff members who take part in the development and/or presentation of the written materials and/or provide oversight for the research efforts that contribute to the copyrighted property will be identified and documented as contributors and/or creators of the work and can, and are encouraged to, include these works on their resume with the appropriate bibliographical reference identifying all contributors/creators involved in the creation of the content as well as II's copyright notice. However, this identification does not transfer ownership or copyright rights to these works and does not create any additional compensable rights to the staff members while employed at II or once they cease to be employed by II, whether by personal choice or termination, who contribute to and/or are identified as creators on these works.

While creators of and/or contributors to these works have a non-exclusive, royalty-free, perpetual, worldwide, non-transferable license to publish these works elsewhere, provided that such publication is accompanied by disclosure that the work is the copyright property of II and is used with permission, the research and data collected and used in the development of such works cannot be shared or utilized outside of II without written permission by II's President or Executive Director.

## Witnessing of Legal Documentation

II employees are not to provide signature as witness to any legal document on behalf of a student, client, student's family member, relative. For any questions regarding the ability to sign a document on behalf of a client should be directed to the Finance Department.

 Should You Leave Independent Identity

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## Termination of Employment

As explained previously in this document, II employees are employees-at-will meaning that either the employee or II can terminate the employment relationship at any time. However, the following procedures have been established to protect, as much as practical, the interests of both the employee and the firm.

### Resignation

In the case of voluntary termination, employees are encouraged to give as much notice as possible. An employee is asked to notify the Executive Director about his/her resignation in writing as soon as possible in order to plan for the consistency of services required by the clients of II's Program. II requests, whenever possible, that at least four weeks' notice be provided by resigning employees. If the resigning employee gives less than two weeks' notice they will not be eligible for rehire. II reserves the right to reduce the time frame in which the employee has given notice (for instance, an employee offers a four week notice of resignation; II deems only two weeks to be necessary). The employee's last day worked is the termination date. An employee must work the day following a holiday program closure or two weeks following a scheduled closure week in order to receive compensation for the holiday and/or schedule closure weeks.

Employees who resign from II will be requested to participate in an exit survey.

Employees who fail to report to work or contact their executive director for three (3) consecutive workdays shall be considered to have abandoned their job without notice, effective at the end of their normal shift on the third day. Employees who are separated due to job abandonment are ineligible for rehire.

Although the company hopes layoffs will not happen, business needs may dictate that a position or positions be changed or eliminated in order to better serve the company's customers or to better manage the company's bottom line.

### Termination and PTO (Updated for 2024)

Upon termination of employment, employees will not receive payment for their unused accrued paid time off. Additionally, an employee who terminates employment, having taken PTO time that has not yet been accrued, will have the appropriate wages for the unaccrued PTO time recouped from his / her final paycheck. If the final paycheck was paid and the former employee still owes II for hours not yet accrued, the former employee must pay II back within thirty days of their last day of employment. An employee cannot use paid time off to extend their termination date and must work on their last week of employment. The employee will not accrue PTO time in the month of their termination date.

## Disciplinary Action, Suspension and Termination

Certain employee actions violate expected standards of employee behavior and conduct, and include, but are not limited to:

- Theft
- Dishonesty
- Consumption of alcohol or use of illegal drugs on the job or prior to reporting to work, intoxication on the premises, attending to one's duties while intoxicated, abuse of alcohol, illegal drugs or prescription medication and/or arrest for driving under the influence of alcohol or drugs.
- Insubordination
- Abuse or neglect of a client or conduct adversely affecting their physical or mental health
- Unsatisfactory job performance (quality and quantity of work)
- Excessive and continued absenteeism
- Breach of confidentiality
- Fighting or other disruptive behavior
- Employees will not engage in any horseplay, malicious pranks, or profanity
- Possession of a weapon
- Violation of harassment or equal opportunity policies
- Making false allegations against anyone within II, including all forms of social media
- Willful falsification or misrepresentation on employment application or other work records; falsifying reasons for sick or personal leave or other data.
- Criminal or dishonest acts, acts of violence or threats of violence toward anyone on II's premises or when representing II. II takes all threats of violence seriously
- Employee behavior that is in opposition to any/all of II's safety and housekeeping rules
- Any other action deemed not to be in the best interest of II or its clients

Discipline may be imposed, up to and including termination, for any reason of the actions listed above. II reserves the right to issue rules and procedures governing employee conduct at the workplace. II also reserves the right to impose discipline on employees for reasons of performance or misconduct. The basic purpose of discipline is to provide correction so that the employee can improve his or her conduct or performance, unless the company believes that, under the circumstances, the employment relationship should not be continued. In some cases, II will follow a model of progressive discipline, issuing warnings and Corrective Action Plans prior to terminating an employee. However, II may suspend, place on probation, or terminate an employee immediately without prior warnings where serious misconduct such as, but not limited to, abuse or neglect, insubordination, dereliction of duty, possession of alcohol or drugs on II's property occurs, or where the failure to discharge employment duties occurs. Whenever an employee engages in conduct which does or may jeopardize the safety and security of anyone at II, termination may occur. Depending upon the circumstances involved, discipline issued may be a verbal warning, written warning, and suspension with or without pay or discharge.

Progressive discipline may not be followed in all cases. Depending upon the nature and severity of the violation and the surrounding circumstances including, but not limited to, the employees past work record and past conduct, one or more steps of the progressive discipline system may be repeated or skipped. In some circumstances, discharge may be the first step of the discipline procedure.



It is the policy of II to conduct, when practical, personal exit interviews with terminating employees. If a personal interview is not possible, a survey will be used. It is the purpose of this policy to provide an opportunity for communication of information regarding II operations, supervision and general effectiveness of the programs. Information obtained in exit interviews will be evaluated to determine trends, problem areas and organizational strengths in an effort to provide an optimal work environment. Employees that wish to participate in an in-person interview should contact the Executive Director as soon as possible to schedule a time to meet.

### **Return of Company Property & Personal Possessions**

Any company property issued to employees, such as computer equipment, keys, tools, program supplies, parking passes, or company credit cards must be returned to the company at the time of employment separation. The employee is responsible for returning all keys and company property within a reasonable time of his/her departure. Employees may be responsible for any lost or damaged items. Upon separation of employment employees are to remove their personal possessions from all company property.

### **References**

II will only release job related and performance information (e.g., for bank, credit or employment references) with receipt of a signed employee authorization. If signed authorization has not been received, II will verify only job titles and dates of employment. Individuals are welcome to request recommendation letters from their supervisor regarding their specific job skills and scope of teaching/instructing experience but all other references related to an individual's employment at II must go through the Executive Director.

### **Re-Employment of Former Employees**

In the event a former employee seeks to be re-employed at II's Program, the Executive Director or President (or their designee) will review the former employee's personnel records with the relevant program's Program Director or Assistant Program Director to assess performance, evaluations, attendance records and status at the time of termination. The former employee must also provide up-to-date resume for the period of time since the employee left II, including references from the interim employer(s) (if requested).

A recommendation for re-employment must be reviewed and approved by the Executive Director or President and the relevant program's Program Director or Assistant Program Director or their designee, prior to confirmation of employment.

If a former employee is re-employed, the former employee's new anniversary date will be the date of re-employment. If an employee's re-employment date occurs within one year of his/her termination date, he/she will maintain accrual of benefits time based on his her original employment date less the time between the



termination date and re-employment date. If an employee's re-employment date occurs after one year of his/her termination date, prior employment with II will not factor into the accrual of benefits or other instances which may be affected by seniority.

 Emergency Procedures and Protocols/ 8 Core Functions

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## Direction and Control

II's Emergency Preparedness Coordinator (EPC) will be notified by HHSCs alert system, Alert Media, in the event of an emergency situation. In the event of a bomb threat or natural disaster, emergency alerts and/or advice from local authorities should be followed. If evacuation is recommended, follow evacuation procedures detailed in section the Emergency Procedures section of this manual. The Executive or Clinical Director will retrieve this information from the appropriate authorities and disseminate to staff via walkie-talkies.

Jenna Taylor, Executive Director, is II's Emergency Preparedness Coordinator (EPC) and will manage the response to an emergency. The Clinical Director is the alternate EPC. Eric Carter is the Chief Emergency Management Coordinator for Travis County.

EPCs will ensure the health and medical needs of all clients are addressed by ensuring training and compliance with the following emergency procedures below.

## Cancellations, Emergency Closings, Early Dismissal and Delayed Opening

If II's Adult Program is to be closed or delayed due to inclement weather it will be posted on II's website at [www.IndependentIdentity.org](http://www.IndependentIdentity.org), on the Facebook and Instagram pages, and via email. II follows inclement weather closures of Austin ISD.

Staff should assume the program will still remain open unless otherwise communicated. In the event that II cancels or delays school, a text message will be sent to all staff, guardian and parents.

In the event II's program must be closed, dismissed early or our opening delayed for reasons other than weather, all guardians or residences will receive a telephone call as soon as the decision is made to close, dismiss early, or delay opening. For example, if we lost power or water in our building or if there was some other building related emergency, it might be necessary for us to close until the situation is rectified.

If a client must be picked up at our facility, we will request that the transportation company, residence staff or guardian pick up the client as quickly as possible. If they cannot, we will contact the other names provided on the emergency information card. Staff are required to remain with clients until they are picked up.

If we must close II on an emergency basis for more than one week, and, if the reasons for closing do not preclude our staff working in another location, we will work to find a temporary location where staff can provide training and instruction to clients while the closing is in effect.

II's Emergency Preparedness Coordinator (EPC) will be notified by the state emergency alert system, Blackboard, in the event of an emergency situation. In the event of a bomb threat or natural disaster,

emergency alerts and/or advice from local authorities should be followed. If evacuation is recommended, follow evacuation procedures detailed in section the Emergency Procedures section of this manual. The Program Director or Administrator will retrieve this information from the appropriate authorities and disseminate to staff via walkie-talkies.

## Evacuation Procedures

The following procedures are to be followed in the case of an emergency resulting in the need for all staff and clients to evacuate the building including fire or any situation where the local authorities have recommended evacuation:

1. All staff should familiarize themselves with the "Evacuation Procedures" diagram posted on the inside wall by the door of each programming room.
2. Each staff member scheduled with a program client(s) at the time of the evacuation is responsible for ensuring the evacuation of that/those client(s) assigned to him/her.
3. Staff members and their assigned client(s), proceed calmly but quickly to the nearest exit as shown on the "Evacuation Procedures" diagram in the room the staff client is in.
4. The last staff person leaving a room will close the door and turn off the light to indicate that the room has been emptied.
5. Once out of the building, all staff and clients are to proceed to the "meet area" which is Daisy's Day Hab located at suite F20
6. Once at the meet area, each group leader or his/her designee will take attendance to ensure all staff and clients from his/her group are accounted for.
7. The Executive Director or her designee will conduct a final sweep of the space and wait for emergency personnel in the front of the building.
8. Clinical directors will radio to Executive Directors to confirm that all staff and clients are out of the building and accounted for.

### **If relocation is required:**

The following procedures are to be followed in the case of an emergency resulting in the need for all staff and clients to evacuate the building AND the area:

1. Follow above procedures 1 through 4 for evacuating the building.
2. Once out of the building, all staff are to get their clients and go to the park and meet under the cement shaded area.
3. Once at the park, the group leader for each group, or his/her designee if not in attendance, will take staff and client attendance for his/her group upon arrival at the church.
4. The Executive Director, or his/her designee(s) will conduct a final sweep of the Program space and the parking lot outside to ensure that everyone has left the area before leaving to go to the relocation meet area.
5. Once at the relocation meet area the Group Leaders will report their Group's attendance to the Executive Director and the Director will complete attendance to ensure all other staff are at the relocation meet area

## Shelter In Place Procedures

Sheltering in Place is defined as the process of staying put and taking shelter, rather than trying to evacuate in an emergency situation. This action is recommended to protect people by keeping them inside a building.

The following situations may call for sheltering in place:

- Severe storms, such as tornados or hurricanes;
- Extreme life threatening temperatures (e.g., cold or heat);
- A public disturbance, such as a demonstration that has escalated to a violent level;
- Explosives, whether intentional or accidental;
- Chemical or biological contaminants released accidentally or intentionally into the air;
- Or any situation where the local authorities have recommended evacuation.

The following procedures are to be followed in the case of an emergency resulting in the need for all staff and clients to shelter in place:

- Staff and clients should move indoors immediately.
- If you are told there is danger of explosion, close the window shades, blinds or curtains.
- Get your disaster supplies kit and make sure the radio is working. Ensure you have your cell phone and walkie-talkie.
- Take everyone into an interior room with no or few windows and shut the door. At Independent Identity program this could be the restrooms or break room.
- Call 911 if necessary and keep your phone handy in case you need to report a life-threatening condition. Otherwise stay off the phone, so that the lines will be available for use by emergency responders.
- Keep listening to your radio or television until you are told all is safe or you are told to evacuate. Do not evacuate unless instructed to do so.
- When you are told that the emergency is over, open windows and doors and follow any special instructions given by emergency authorities or supervisors.

## Posted Emergency Numbers and Emergency Procedures

A list of Emergency Numbers is posted near the entrance, in the each room of the program and includes the following emergency procedures to be followed in the case of a general medical emergency:

"In the event of an emergency, the Group Leader in the room stays with the client, calling out for help and directs someone to **Call 911**. The behavior techs in the room will call for the Program Director and/or Administrator to come and assist with the emergency and then remove all other clients in their care from the room. The staff person speaking with the 911 operator will immediately provide their name, address, telephone number, nature of injury, and where the injured party is located in the building. The Program Director or Administrator will wait at the door for the emergency personnel to bring them to the location of the emergency."

All staff are required to be first aid and CPR/AED certified. If not certified when they begin their employment, II will conduct the certification training required usually within their first three (3) months of employment (but no longer than 6 months).

Staff will familiarize themselves with

- ○ Executive and Clinical Directors' offices: Extinguisher and First Aid kits are located between the Executive Director and Clinical Director's Office on the wall.
- Dayroom: Extinguisher and First Aid kits are located between the Executive Director and Clinical Director's Office on the wall.
- Cafeteria: Extinguisher and First Aid kits are located on the wall behind the door.
- Foyer/Vocational Room: Extinguisher and First Aid kits are located beside the client lockers.
- Living Skills Room: Extinguisher and First Aid kits are located behind the door on the wall.
- Restroom: Extinguisher and First Aid kits are located between the exterior restroom doors on the wall.
- Behavior Technician Office: Extinguisher and First Aid kits are located on the far wall in the corner.

## Community Outings

A critical component of Independent Identity's programming is providing our clients with opportunities to 1. productively engage with people in the community, and 2. Practice skills at various locations within the community. Each month, as appropriate for the client, opportunities are provided to engage in the following activities in the community:

- Banking;
- Grocery shopping;
- Lunch, at a restaurant or via drive-through;
- Recreation and leisure activities;
- Volunteer and/or work activities.

Groups take part in community activities together. At no *time* will there be less than two (2) staff in the community with a group of clients. Staff have the following while in the community:

- A portable first aid bag travels with 1 staff who is in the group
- Staff will have their cell phones in their possession with ringer on and on at all times while in the community
- Each staff member wears a tear away lanyard identifying them as an employee of II
- Each staff has business cards on their person that they can provide to individuals in the community if any issues arise
- For each client in the group the staff bring a folder with each client's emergency information, permission to seek medical assistance and a photo

New clients will not take part in community activities for approximately the first two (2) weeks after they have begun at the program. This provides staff with a time period to get to know the client and acquire a base line of and, if necessary, a plan for, any behaviors that may prevent or disrupt a client's ability to safely and productively take part in activities in the community. This period of time may be extended for more than two (2) weeks if it is determined that the client has a behavior(s) that would be considered unsafe or materially disruptive to others in the community. In this case, this behavior(s) are addressed in a more comprehensive

behavior plan and criteria are established for determination of when the client will be able to safely take part in community activities.

## **Transportation Safety**

As noted above, groups take part in community activities together. II's Program uses the city of Austin Cap Metro for its community outings. There will be two (2) or more staff transporting the clients at all times, except in the following cases:

- A client needs to be transported to their worksite and has the prior approval of the Executive Director to be in a vehicle alone with their 1:1 job coach;
- Two (2) clients (neither of whom is funded as a 1:1) need to be transported to their worksite or a community outing and has the prior approval of the Program Director to be in a vehicle with just one staff client.

Staff will always adhere to the following when transporting clients, whether while using Cap Metro or a personal vehicle:

- Clients will be safely and securely fastened, if possible, in a seat belt or other secure device if the client requires, and has authorization for, something else (ie. Buckle boss, harness — as approved by the guardian);
- Clients will NEVER be left unattended while in a vehicle.

### **In the case of a mechanical breakdown:**

1. One staff member will use their cellular phone to call the program and inform the Program Director or Administrator of their situation, location, and if there are any issues with any of the clients.
2. If required, another staff member will go to the location to retrieve one (1) staff and any client(s) who is having difficulty waiting.

### **In the case of an accident:**

1. Staff will first ensure that all clients in the vehicle or car are not injured.
2. A staff member will use their cellular phone first to call emergency personnel if required and then to call the program and inform the Program Director or Administrator of their situation and location.
3. The Program Administrator (or designee) will go to the accident scene to assist with emergency personnel and paperwork. He/she can then retrieve and coordinate the return of other staff and clients to the program.
4. Once back at the program, all clients and staff will be spot checked by the Executive Director before returning to their other daily activities.

## **Missing Client Elopement and Search Procedures**

It is important for each employee with clients(s) assigned to him/her to always be clear about which client(s) they are assigned to and the whereabouts of each of those client(s). However, in a situation occurs where a client is believed to be missing, the following procedures will be followed.

### **While On-Site at the Program Space**

#### **If no other staff are in the room:**

The staff member should call the Executive Director and inform him/her that they are unable to locate a client, the client's name, and that they are alone in the room.

- If no other clients are assigned to the staff member at that time, immediately start searching in the building and the Executive Director will begin searching outside of the building starting with the perimeter of the building and working out to the street.
- If other clients are also assigned to the staff client, the Executive Director will begin the search inside the building and will secure another staff member to begin the search outside of the building.

#### **If there is one or more other staff in the room:**

The staff member should call the Executive Director and inform him/her that they are unable to locate a client and provide the client's name

- If no other clients are assigned to the staff member at that time, immediately start searching in the building and the Executive Director will begin searching outside of the building starting with the perimeter of the building and working out to the street.
- If other clients are also assigned to the staff member, the employee should inform the other staff member(s) in the room that they are beginning a search and that they are transitioning responsibility for the other client(s) in their care to that other staff member(s). Then immediately begin searching the building and instruct the Executive Director to begin searching the outside of the building starting with the perimeter of the building and working out to the street.

In any of the above scenarios be sure the personnel search both inside and outside of the building have cell phones with them to communicate once the client is located. If the client is not located within five (5) minutes of beginning the search, the Executive Director will call the local police. As soon as the police arrive, the Executive Director will provide a photo of the client to police and an explanation of the client's disability and methods of communication. Police will undertake a search in their cruisers, accompanied by an II staff member if possible.

### **While Out in the Community**

#### **In a store, restaurant, or other enclosed environment:**

The staff person assigned to the client will immediately notify a manager or security in the business to lock down the facility and assist in the search for the client including directing at least one (1) individual to search the perimeter of the facility outside.

#### **In an open area within the community:**

The staff person assigned to the client will transition any other client(s) assigned to him/her to one of the other II staff present and will begin searching the immediate area.

In either of the above scenarios, if the client is not located within two (2) minutes of beginning the search, the staff member is to call local police and the Executive Director to come to the area and assist in the search. As

soon as the police arrive, the staff person or Executive Director (if there) will provide a photo of the client to the police and an explanation of the client's disability and methods of communication. Police will undertake a search in their cruisers, accompanied by an II staff member if possible.

 Caregiver and Admissions Related

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## **Mission Statement**

Independent Identity's (II) mission is to promote vocational, social, leisure, and independent living skills for our clients while decreasing inhibiting challenging behaviors. Our vision is a community where adults with autism live, work, and play side by side with and at the same level as typically developing adults. A world where people with autism are happy, respected, and satisfied with their lives. II was founded in 2022 to offer a different life trajectory for more impaired individuals with autism and their families. II's Adult Day program located at 5524 Bee Cave Rd., Austin, TX 78746 provides outstanding daily living, volunteer, community recreational, and, as appropriate, job skills training and day habilitation services to adults aged 18 and older with autism spectrum and related disorders so that they can continue to achieve their potential and be productive members of society throughout their lives. II's programs welcome individuals with autism and related disorders of any age, race, creed, color, sex, gender identification, religion, national origin, socioeconomic status, homelessness, sexual orientation, handicap, disability, language, or veteran status.

II achieves success for our clients by three critical components. These are our use of research based Applied Behavior Analysis (ABA) teaching and training methodology, our customization of curriculum specifically targeted to address the challenges of the population we serve, and an organizational model designed to optimize the training, development and retention of high performing staff.

We are very proud of our caring and compassionate staff and the outstanding work you do to enable our clients to achieve!

## **Knowledge Sharing**

II aspires to raise the standard for services for those with autism throughout the United States and the world. We are actively engaged in efforts to share our teaching and training methodologies, curriculum and research with others dedicated to serving those with autism.

II has devoted significant effort to creating ABA procedures for teaching key skills to more impaired learners. Our programming innovations helps clients master skills that they had failed to learn using standard procedures in other programs.

## **Staff**

Education and training define Independent Identity, and this is reflected in our commitment to the selection, training and professional development of our staff. We maintain a high quality, high-energy environment, in which merit — specifically, success in teaching and training our clients — is the basis for professional growth. II employs staff who are intelligent, energetic, possess a genuine care and respect for our students and clients, and who are committed to collaborating with colleagues, families, residences and guardians to determine what is best for each student and client. Most importantly, they are eager to continue learning and growing, so that they can always provide the best possible service to those we serve.



## Program Description

II's Program is an integrated life skills training, job training, employment, recreational and day habilitation program for adults with autism. Independent Identity was founded in December 2018 with just our Executive Director. The Program opened in April 2022 with one BCBA, one RBT and 2 clients. We are on track to have 12 Clients by the end of year one. The Program is projected to grow to its capacity of 50 Clients in the next 5 years.

The II Program provides adults more profoundly impaired by autism and IDD with the behavioral and functional supports required to help them maximize their independence in the many environments they encounter in their daily life. The Program provides clients with job training, employment opportunities (if appropriate) as well as comprehensive functional skills development programming on-site and in the community in the following areas (as appropriate for their cognitive and physical abilities):

- Nutrition— including meal planning, inventory of required items and meal preparation.
- Personal hygiene and other ADLs.
- Safety - of self and others.
- Fitness.
- Social and communication skills.
- Independent living — including shopping for groceries and other necessities and personal money management (including budgeting and banking).

Each new client is assigned to a group based on needs, skills and interests. Each group takes part in life skills, community activities, job training and/or employment (if appropriate) together with the goal of increasing the independence of individuals within the group as well as the interdependence of the groups working together to promote independence of the group. A group consists of 8 to 12 Clients. The number of clients is/will be determined by the needs and dynamics of the group. The staffing for each group consists of 1 Group Leader (TL) and Registered Behavior Technicians (RBT). The number of RBTs is determined by the support ratio required for the clients in the group. For example, if a group has 10 Clients of which 4 of the clients have a 1 staff to 4 clients support requirement, 4 clients have a 1 staff to 2 clients support requirement and the remaining 2 clients in the group require 1 staff to 1 client for support, then the staff for this Client Group will consist of 1 TL, and 5 RBT's (RBT = 1 for 1:4, 2 for 1:2, and 2 for 1:1). See the organization chart for information regarding qualifications for each of these positions.

Clients attend the program Monday through Friday from 9:00am to 3:30pm. Client drop off is at 9:00am and pick up is at 3:30pm. Each day client groups transition through a full schedule of activities by category (such as exercise, ADLs, meal planning, grocery shopping, lunch prep, lunch, work, volunteer work opportunities, etc.). See the weekly schedule for each group at the end of this document. There are opportunities for those clients who require breaks during activities to independently take these breaks within the setting where the activity occurs allowing the remainder of the group to remain productive and engaged.

Client progress is measured via data samples taken on independent task completion and supervision requirements for successful completion of the task and participation in the activity. A minimum behavioral and quality of task completion at a particular supervision level is determined for a client to safely take part in activities in the community. This standard is defined taking into consideration consistent and unpredictable stimuli in the external environment where the activity is to take place. These standards must then be consistently demonstrated over a specified period of time before any supports could be reduced and faded.

See the Performances and Behavior Management Tracking sections in the "Outcomes Measurement Systems" for a more comprehensive description of assessments and measurement tools used.

The most important supports II can provide to maximize the success and independence of its' clients over time are highly skilled and well trained staff. All direct care staff clients receive extensive training and supervision in behavior management using Applied Behavior Analysis (ABA). This is a requirement that is consistent regardless of the activity our clients are engaging in or the environment where the activity takes place.

Depending on the task or activity, other supports may also be needed to assist some of our clients with motor challenges (i.e.; flip and fold for laundry, paper guides for document folding, etc.). In addition, a number of our non-verbal clients may utilize augmentative communication devices and require communication support.

As most (if not all) of our clients are referred to our program due to behavioral challenges and the need for behavioral supports, an preliminary behavior protocol is drafted for each new Client prior to or within a week of their first day in attendance. This protocol is developed utilizing all of the paperwork reviewed during the enrollment process: II's in person assessment of the client as well as discussion with the potential client's existing staff and Guardian(s). This document identifies any anticipated behaviors of concern (that will/may inhibit the client's ability to engage in activities or may be unsafe to him/herself or others), the likely environmental conditions that exist when the behaviors occur, any other predictors of the behavior (signs to watch for —physical, verbal, etc.), and how staff will respond to the behavior (to try to de-escalate the behavior and in response to the behavior). This document is reviewed and discussed with the Guardian and approval is obtained via Guardian signature on the document. This preliminary behavior protocol is critical to ensuring that staff know how to consistently and safely de-escalate and address known behaviors and setting the expectations with the client (as appropriate for his/her cognitive abilities). A more comprehensive behavior plan is drafted within a client's first 30 days of admission based on what has been learned during their first few weeks from the data collected.

## Description of the Governing Body

Independent Identity, Inc. (II) is a 501(c) 3 not for profit organization incorporated in the state of Texas in 2018. II first opened its' doors to clients in April of 2020 as an Adult Program for adults with autism and related disorders aged 22 and older. II's Adult Program is approved to provide day habilitation services through Health and Human Services Commission (HHSC) and to provide day habilitation supplemental services, behavior supports, and community based day services through the Home and Community Services Medicaid wavier program (HCS) in the state of Texas. II's Adult Program is a full year, 32.5 hour per week program that operate Monday through Friday.

II's primary funding sources for it's Adult Program is private pay and funding from HCS waivers for the services specified above that it provides to its adult clients. The funding provided is dependent on the support needs and programming required by the adult client II is providing services to. Many of II's adult clients are provided 32.5 hours per week of day habilitation and behavioral supports.

When operating at full capacity, about two-thirds of the Adult Program's costs are covered by their primary funding sources. The remainder of the funds required to provide the level of services required by the population of individuals served by II are obtained through active fundraising overseen and directed by II's Board of Directors. The Board of Directors meets, at a minimum, quarterly to review current operations,

including budget to actual financial performance, program and/or department specific updates, new or potential initiatives, and ongoing strategic planning.

## **Organizational Oversight and Program Management Team**

Jenna Taylor—**Executive Director**

M.Ed. Behavior Analysis, Texas State University, 2013

Board Certified Behavior Analyst (BCBA), 2013

Texas Licensed Behavior Analyst (LBA), 2018

B.A. University of Texas at Austin, Major: Special Education, 2010

Prior to starting Independent Identity, Jenna worked at Bluebonnet Trails Community Services. At this organization she received experience working with and providing clinical oversight to children and adolescents in home and via telehealth and served as program manager. Prior Jenna was a high school life skills teacher at Del Valle High School. Jenna founded Independent Identity in December 2018 and worked to fundraise and plan for the program. Jenna had great momentum until the Covid-19 pandemic hit and progress halted. During this time Jenna worked to fundraise, develop staffing positions, designed the Adult Program, and established and worked on essential processes. In January 2022 Jenna quit her job at Bluebonnet and focused on opening Independent Identity, finally opening doors in April 2022.

## **Admissions Policies and Procedures**

Independent Identity shall maintain on permanent file this written description of admission procedures. A copy of these procedures will be provided to placing agencies and the guardian(s) of any candidate referred for placement.

Independent Identity Adult Day Program is an integrated life skills training, job training, employment, recreational, and day habilitation program for adults with Autism and Intellectual and Developmental Disabilities (IDD). Independent Identity's Adult Day Program provides adults more profoundly impaired by Autism/IDD with the behavioral and functional support required to help them maximize their independence in the many environments they encounter in their daily life. The Program provides clients with job training, employment opportunities (if appropriate) as well as comprehensive functional skills development programming on-site and in the community.

Independent Identity accepts male and female clients and does not discriminate in admission or administration of its policies on the basis of race, color, religious affiliation, sexual orientation, sex or creed or national or ethnic origin. Independent Identity does require evidence of secured funding prior to admitting any Client.

Intake may include observation of the Client in his/her current placement and/or assessment of the applicant at Independent Identity. Other relevant information (some of these may be documents submitted to satisfy certain requirements above if done within the prior 12 months) to be provided to Independent Identity's Adult Program include, as applicable: a diagnostic evaluation, prior Individual Education Plans or Service plans and recent progress reports; any relevant reports from treating

clinicians, including behavior analysts; psychologists; and, physicians, including pediatricians, neurologists, psychopharmacologists, and psychiatrists.

For candidates with complex medical needs. Independent Identity will work with the candidate's physician and guardian(s) to determine whether and how Independent Identity's Adult program can serve him/her.

Independent Identity also requires permission to contact the candidate's current and/or prior placement(s).

Independent Identity's Adult Program team will determine whether Independent Identity's Adult Program is appropriate for the candidate. This Team will also determine if the candidate may be appropriate for the program with a recommendation for additional support including recommendations for personnel requirements and timing.

In a manner appropriate to the Client, Independent Identity will make clear its expectations and requirements for behavior and provide the candidate with an explanation of the program's criteria for successful participation in the program. If during the Admissions process it is determined that the potential Client may require it, Independent Identity will develop a preliminary behavior management plan to be effective when the individual begins at the program and a comprehensive behavior plan based on functional assessment within 90 days. Independent Identity will initiate a functional assessment and behavior planning process for any Client during his or her tenure at Independent Identity's Adult Program if the Client exhibits new behaviors that present a clear and present danger to self and others or if the behaviors included in the existing plan increase to a level indicating that the plan requires review.

Within the initial ninety (90) days of enrollment, Independent Identity will complete a comprehensive assessment of the new Client in order to assist the team in the development of his/her treatment plan so that Independent Identity can satisfactorily deliver services that will enable the Client to achieve his or her goals.

Upon request, Independent Identity will provide a written statement of the reason for the refusal of admission to the guardian(s) and/or the referring agency.

### **Admissions Procedures**

II does not have a list of candidates waiting for admission whereby the next candidate on the list is the next Client to be accepted. Rather, II follows the procedural steps listed below:

- **Initial Phone Screening**

We invite you to learn more about Independent Identity (II) by consulting our website at [www.independentidentity.org](http://www.independentidentity.org). You may set up an initial phone screening by completing the interest form on our website or emailing [info@independentidentity.org](mailto:info@independentidentity.org). During this call II will learn more about the client, explain the program, and answer questions. If it is preliminarily determined that the client is a potential fit for Independent Identity or if more information is needed, the family is invited to apply and an application is emailed to family.

- **Information/Tour**

After the phone screen, we request you take a tour of the program. Regular tours occur on the 3<sup>rd</sup> Thursday of every month at 4pm. You may sign up for a tour by calling our clinical director at 512-481-2863 or emailing [info@independentidentity.org](mailto:info@independentidentity.org).

- **Complete Application for Admission**

If you and our team determine that II might fit your needs, you are welcome to fill out an application. The application will be emailed and can be returned by email or mail. The Clinical Director will review the information and get back in touch with you to talk about next steps. Invitation and application submission do not guarantee enrollment into program.

- **Interview/Visit Day**

The applicant and the parent/guardian will meet informally with admissions committee members to discuss expectations. If it is determined that II may be able to meet the applicant's needs, a date will be set up for the applicant to visit at the program. Depending on the program calendar, this may take a few months to schedule. More than one interview day may be necessary. After the applicant's interview day, the team will consult with the admissions committee at the next Admissions meeting.

- **Admissions Committee Recommendation**

The Clinical Director will notify you of their recommendation. They may decide one of the following:

- II will be able to offer enrollment and the applicant is invited to complete an Enrollment Packet
- II will not be able to meet the needs of the applicant at this time
- II will place applicant on waitlist
- Further evaluation is needed

- **Parent Interview/Assessment Day**

The applicant and the parent/guardian will meet informally with Executive Director/BCBA to discuss expectations. If it is determined that II may be able to meet the applicant's needs, a date will be set up for an assessment to occur with the BCBA. If applicant is requesting part time attendance, a \$500 assessment fee is due prior to conducting assessment. The assessment fee is included for full time participants. Depending on the program calendar, this may take a few months to schedule. More than one assessment day may be necessary. After the applicant's assessment is complete the BCBA will consult with the Executive Director to make recommendation for enrollment.

- **Tuition**

Tuition is due on or before the first day of each month. A late fee will be assessed on all late payments. In the Admissions packet is information about setting up direct payments from your bank account (preferred).

- **.Private Pay Program Tuition**

- Assessment Fee (one-time fee) \$500.00 (part time only)
- Monthly Tuition (5-day/week) \$2000.00
- Monthly Tuition (3-day/week) \$1200.00
- Monthly Tuition (2-day/week) \$800.00
- Monthly Tuition (half day, 5-day/week) \$1000.00

### **Texas Medicaid Waivers**

Contracting with certain Texas Waiver Programs may be available (HCS, TxHmL). If requested, director will work with family and waiver provider to negotiate contract. Contracting with your current provider is not guaranteed. Independent Identity is able to bill for ISS and Behavior Support Services. Due to waiver billing restrictions, the waiver only covers approximately half of cost. Because of the ongoing small group ABA therapy provided by our Registered Behavior Technicians an additional fee is required. Waiver spots are limited and currently have a waitlist. Please note that the assessment process may not begin until contract is completed

- **Enrollment**

Return the completed enrollment packet to the Clinical Director. After the receipt of ALL completed forms, the Directors will work to set up contracts for payment will contact the family to determine a start date for the client to begin at Independent Identity where assessment will continue.

Each new client will be assigned to a BCBA who will coordinate, implement and monitor his/her day-to-day programming (see staff roles and responsibilities later in this manual). Each client will be assigned to a larger group of 8 to 12 clients and their behavior technicians for the purpose of transitioning between activities with that group throughout each day.

We immediately begin to collect data on behavior and skill levels for the purpose of creating a baseline and developing the Individualized Treatment Plan as well as a comprehensive Behavior Management Plan.

## Transition Planning

To ensure each Client's success at II's Adult Day Program, we work with the Department of Developmental Services and his/her current placement, family and/or Client/Guardian to plan his or her transition to our program carefully. Our overriding goal for each adult is that they are successful in our program from the very first day. As we want to immediately set the tone that the environment and staff are reinforcing we will plan for the Client's first days to include a rich array of reinforcing activities on a very frequent schedule, contingent only on the successful performance of activities that are relatively less demanding for the Client. Relatively quickly, as a Client becomes comfortable in our environment and recognizes the availability of reinforcing activities here, we will gradually reduce the frequency of reinforcement to a steady-state level and increase the duration and/or difficulty of tasks, while providing appropriate behavioral and training support to the Client. As appropriate, we will also work to increase the Client's independence in managing his/her own behavioral supports.

We will arrange for the Client to visit the program with his/her current staff, family and/or Guardian a week or two before they start at the II Adult Day Program. We will work with the Client (if appropriate), his/her current teachers/therapists, family and/or Guardian to determine if more visits are required during the several weeks prior to starting at II or if a reduced schedule should be in place during the Client's first week in the program to make his/her transition most successful.

In collaboration with the sending placement and the family, II will draft a preliminary behavior management plan for each student/client specifying prevention activities, reinforcement schedule, and how inappropriate behaviors will be addressed. This plan will be presented to the family for review and informed consent before the client begins at the program. This plan is preliminary and will be modified after the collection of baseline data during the Client's first-few weeks at the Program.

Each new Client will be assigned to a group Leader who will coordinate, implement and monitor his/her day to day programming (see staff roles and responsibilities later in this manual). Each Client will be assigned to a larger group of 8 to 12 Clients and their Team Instructors for the purpose of transitioning between activities with that group throughout each day. Staff to client ratios will be no larger than 1:4 while at the program.

We immediately begin to collect data on behavior and skill levels for the purpose of creating a baseline and developing the Individual Support Plan (ISP) as well as a comprehensive Behavior Management Plan.

## Financial

### Private Pay Service Fees

Every family's financial situation is different, and each will be addressed individually. In all circumstances, you are responsible for any outstanding balances due to Independent Identity (II) for any services rendered by II.

Payment is expected in full upon receipt of monthly invoice. Invoices for all balances due to II by parents or legal guardians for the upcoming month of service will be detailed in an invoice sent out on the 15<sup>th</sup> calendar day of each month by the billing coordinator. Payments for any balance indicated on an invoice are due on the first business day of the following month.



For example, invoices will be sent out on April 15 for May services. The invoice must be paid in full no later than May 1 or the next business day if May 1 is a Saturday, Sunday, or holiday. Payments not made by the first are considered late.

#### Late Fees

We appreciate your cooperation in following our office and financial requirements, so that we may continue to provide the very best care to our families. Independent Identity is continually in need of funds to sustain its day-to-day operations. It is very difficult to meet our financial obligations, which include the functional expenses of the program, when tuition is not paid on time.

#### **ACH on File:**

Bank account information will be kept on file for all accounts.

#### **Late Payments and Fees:**

Payments are considered late on the 2nd business day of the month. The following late fee schedule applies:

**2nd to 5th of the month:** 5% late fee on the outstanding balance.

**6th to 10th of the month:** 10% late fee on the outstanding balance.

**11th to 14th of the month:** 15% late fee on the outstanding balance.

#### **Automatic Charge for Outstanding Balances:**

If payment has not been made by 11:59pm on the 14th, the card on file will be charged for the full balance. See "Direct Payment Agreement". Please see "Suspension of Services" section of this policy for details on action taken for outstanding balances.

### **Medicaid Waiver Provider Service Fees**

Provider shall pay the fees for Services as set forth in the contract and in Independent Identity's current fee schedule as outlined below unless amended and included herein.

Unless otherwise agreed upon by the Parties, fees for the Services will be payable according to the terms of the contract and as set forth in This manual.

Any fees for Services set forth in This manual shall be a flat rate and shall accrue whether Provider's consumers attend for a full-day or for part of a day. Additionally, any fees for Services outlined in This manual are the minimum amounts per day Provider shall pay to Independent Identity for each consumer receiving the Services regardless of whether Provider receives a lower reimbursement rate based on a consumer's level of need. If a consumer's reimbursement rate based on level of need is higher than the minimum fees for Services set forth in This manual, then Provider shall pay Independent Identity the higher amount.

Provider's consumer absences shall be governed according to the terms set forth in This manual.

Late payments shall be governed according to the terms set forth in This manual. Provider shall also reimburse Independent Identity for all reasonable costs incurred in collecting any payments or late payments, including, without limitation, attorneys' fees.

Independent Identity reserves the right to refuse Services to Provider if payment is late according to the terms set forth in the contract and This manual. In addition to all other remedies available under the contract or at law, which Independent Identity does not waive by the exercise of any rights hereunder, Independent Identity shall be entitled to suspend the provision of any Services if Provider fails to pay any amounts or fees when due hereunder or fails to comply with any of the terms set forth in the contract of This manual.

Payment is expected in full 30 days after receipt of monthly invoice. Invoices for all balances due to II by provider for the services rendered in the previous month will be detailed in an invoice sent out on the 15<sup>th</sup> calendar day of



each month by the bookkeeper. Clinical Director will submit Service Delivery Logs and Behavior Notes to provider via one drive link on the same day. Payments for any balance indicated on an invoice are due on the 15<sup>th</sup> business day of the following month.

For example, invoices will be sent out on April 15 for March services. The invoice must be paid in full no later than May 15 or the next business day if May 15 is a Saturday, Sunday, or holiday. Payments not made by the fifteenth are considered late.

### **Late Fees**

We appreciate your cooperation in following our office and financial requirements, so that we may continue to provide the very best care to our families. Independent Identity is continually in need of funds to sustain its day-to-day operations. It is very difficult to meet our financial obligations, which include the functional expenses of the program, when invoices are not paid on time.

Providers are required to pay all contracted businesses (like Independent Identity) within 30 days of invoice or are subject to a prime rate (currently 8.5%) penalty—if there is an issue with documentation the provider has 21 days to inform the contracted party. Unpaid outstanding balances may result in a temporary suspension of services. Services may be resumed upon receipt of the payment for all outstanding balances.

#### **Late Payments and Fees:**

Payments are considered late on the 31st business day following the date on the invoice. The following late fee schedule applies:

**Daily:** 8.5% late fee on the outstanding balance.

## **Explanation of Attendance Policy**

Because we have ongoing salary and operational expenses associated with the number of Clients per day, any days missed by full-time or part-time Clients may result in a forfeiture of that time. No additional days will be granted nor will any discounts or refunds on tuition be issued. Because space and service is reserved for each Client, no credit shall be allowed for vacations, home visits hospitalizations, or other absences. It requires a 30-day notice of termination of services.

A client who is absent for medical reasons for more than 3 days will require a doctor's note to avoid incurring additional fees. A doctor's release is required to resume services. If a Client will miss significant time due to medical concerns, please contact the Clinical Director.

If a client will be out for longer than 3 days for travel, camp, etc. please give clinical director dates at least 2 weeks in advance so staff may plan accordingly.

Clients absent for over 3 days per month are subject to suspension or discontinuation of services. See "Discontinuation of Services" section for more information.

### **Suspension of Services**

Services may be suspended for a variety of reasons such as unpaid outstanding balances. Balances are considered late if not paid on the first of the month. Balances are considered outstanding if card on file is declined when run on the 14th. Unpaid outstanding charges may result in a temporary suspension of services. Services may be resumed upon receipt of the payment for all outstanding balances.

After 30 days of the onset of suspended time, the client will then be categorized as “discontinued service”, and the client’s name may be added back on the wait list for re-admittance at a later date. See “Discontinuation of Services” section for more information.

## Discontinuation of Services

Discontinuation of services may be initiated by II or the parent/guardian. Discontinuation of services may include termination of services indefinitely or simply an interruption or suspension of services temporarily. A parent/legal guardian may decide to discontinue services due to relocation or any specific request for discontinuation. If a parent/legal guardian decides to discontinue services, it is requested that they provide at least 30 days of notice of written withdrawal from II. If 30-day notice is not provided, the client’s care on file will be charged accordingly. II may initiate an interruption or discontinuation of services after efforts to transition have been made. Any indefinite termination of services will require a transition planning meeting that requires the attendance of the parent/guardian prior to exiting II.

## Discharge Policy

A Client will be discharged from the II Adult Day Program under one of the following conditions:

- A periodic review shows that the Client has met the goals defined in his/her ISP and the development of new goals are not in the Client's best interest given the programming offered.
- The Client has ceased to benefit from the programming offered.
- The Client exhibits dangerous, aggressive or self-injurious behaviors which pose a safety concern for the Client, other Clients, staff or visitors for which the Client/Guardian and II’s Adult Day Program are unable to agree to a plan to address the behavior(s).

II's Adult Day Program will work with the Client, his/her family and/or Guardian, his/her provider office, and the staff of the program or agency to which the Client is being transferred (if applicable) to assist in the successful transition of the Client out of the Program.

## Food Storage and Food Prep

Our program is structured so that clients can utilize any of the items in our kitchen as appropriate for their skill level. Clients can prep their own lunches and snacks using appliances such as the toaster oven, microwave, and any other kitchen tools with the help of their staff as needed. While clients have access to utilizing any of these items to make meals from food item purchases made during their community grocery shopping trips, Independent Identity does not provide meals to the clients. We ensure we are in compliance with department of health regulations and perform self-inspections on a regular basis.

## Home Communication Log

Each client will update an Independent Identity-Home Communication Log at the end of each day with the help of the Behavior Technicians. Clients will keep these logs in a binder that they will take home each day to share information about their day with family and/or caretakers. Please bring back to the program each day. On the bottom half of the Independent Identity-Home Communication Log there are two additional sections: The first section, "Any Important Notes from Independent Identity staff" provides a means for Independent Identity staff to communicate any important events or issues that occurred during the day that may affect the client's behavior or communications when they return home at the end of the day. The next section, "Any Important Notes from Home" is a place where the client's family, Guardian or caretakers can communicate any important events or issues that occurred overnight or during the weekend that may affect the client's behavior or communications when they arrive to Independent Identity at the beginning of the day. As it is not always possible for Independent Identity staff to provide written daily updates for each client, these sections will focus on communicating things that are unexpected or out of the ordinary and not to provide general information about the client's Day.

## **Communication with Outside Parties**

Except as required by law, Independent Identity will not provide any information about a Client to any parties outside of II's Adult Day Program other than HHSC, as allowed by regulation, without a Client's/Guardian's prior written consent.

## **Client Confidentiality**

It is Independent Identity's policy to keep confidential all identifying information about a Client with the exception of information available by law to relevant agencies (DDS) or by the Client/Guardian's prior written consent to outside parties. Independent Identity adheres to the code of ethics established by the Behavior Analyst Certification Board.

We ask that you support the right of each Client in our program to confidentiality through adherence to the following guidelines:

- Do not discuss any other Client in our program with anyone in a way that could allow the identity of the Client to be surmised.
- Do not ask questions of II staff that would require them to breach our confidentiality guidelines to answer. Staff will be trained to refrain from responding to such questions.
- Do not assume any information that you have about a Client can be shared unless you have explicit permission from the Client/Guardian.

## **Coordination of ISS with Other Services Clients Receive**

Integrated programs (contracts with HHC): Independent Identity's Adult Program is an Individualized Skills and Socialization Program, employment and community access program. All staff are utilized across the program for consistency of services and programming. The fact that clients are receiving services funded by multiple agencies is seamless to them and their parent/guardians. The home log goes home each day for communications between II's program and the client's residence.



## **Coordination of ISS and BS with Providers and Other Services Clients Receive**

Integrated programs (contracts with HHSC): Independent Identity's Adult Program is an Individualized Skills and Socialization Program and behavior supports provider. All staff are utilized across the program for consistency of services and programming. Upon the execution of a contract the Provider accepts the following terms:

Section 3720.(a).3 regarding multiple service providers states that “a service provider of professional therapies may provide a service to an individual at the same time a service provider of any other service component or subcomponent is providing a service to the same individual only if: (A) The professional therapies activity is an assessment or observation of the individual; and (B) the assessment or observation is actually occurring at the same time the other service component or subcomponent is being provided (p. 22).”

Rationale: Independent Identity ensures that all notes submitted for these services during ISS times have included a designation of “Observation” or “Assessment” at the beginning of the note or have directly identified these activities within the note. Because these observation sessions occur while ISS occurs, there should be no need to pause ISS billing.

Section 4220.(3), addressing acceptable billing activity for Behavioral Support Providers, states the following as an acceptable billing activity: “Training the following persons on how to provide the service, including how to document the provision of the service: (A) a service provider of host home/companion care, residential support, supervised living, CFC PAS/HAB, transportation as a supported home living activity, on-site individualized skills and socialization, off-site individualized skills and socialization, in-home individualized skills and socialization, respite, supported employment or employment assistance; or (B) a person other than a service provider who is involved in serving an individual (p. 32).”

Rationale: II is observing the individual as they work with their ISS service provider, and are also able to train and provide feedback to the ISS service provider as they implement the behavior support plan as an acceptable billing activity. When these activities occur, II ensures they are stated within the note. Further, there are no inclusionary or exclusionary criteria specific to the manner or environment in which the provider of Behavioral Support services must deliver this training, so it stands to reason that these training sessions would occur in the natural setting in which other service providers would be working with the individual.

The fact that clients are receiving services funded by multiple agencies is seamless to them and their parent/guardians. The home log goes home each day for communications between II's program and the client's residence.

Independent Identity reserves the right to refuse contracts with any provider for whatever reason. If agreed upon and based on availability, II will send the provider the Contract for Individualized Skills & Socialization and Behavior Supports Services. This contract, along with an individual agreement must be completed prior to services starting. Additionally, Provider must provide the consumers Disability and level of need and Individualized Plan of Care (IPC) prior to admission. Independent Identity shall provide community Individualized Skills & Socialization services and behavior supports to Provider's consumers that comply with the Individualized Skills & Socialization component and behavior supports component of the HCS program, as applicable and as defined by Texas Health and Human Services Commission (HHSC) and as are further defined in this Policies and Procedures Manual, as amended from time to time and which can be found on Independent Identity's website at <https://independentidentity.org/governance/>). Any amendments to this manual will be made to the version located on Independent Identity's website and shall be incorporated by reference in the contract

## HIPAA Privacy Policy

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations restrict Independent Identity's (II) ability to use and disclose protected health information (PHI). Protected health information means information that is created or received by II and relates to the past, present, or future physical or mental health condition of a client and the provision of health care to a client; or the past, present, or future payment for the provision of health care to a client; and that identifies the client or for which there is a reasonable basis to believe the information can be used to identify the client. Protected health information includes information of persons living or deceased.

Some examples of PHI are:

- Client's medical record number (if applicable).
- Client's demographic information (e.g. address, telephone number).
- Information doctors, Executive Directors and other health care providers put in a client's medical record.
- Images of the student/client.
- Conversations a provider has about a client's care or treatment with II's Executive Directors and II employees.
- Information about a student or client in a II's medical documentation system,
- Any health information that can lead to the identity of an individual or the contents of the information can be used to make a reasonable assumption as to the identity of the individual.

It is II's policy to comply fully with HIPAA's requirements. All II staff members who have access to PHI must comply with HIPAA Privacy Policies. All staff members are trained and held to the standards under HIPAA privacy policies and only staff clients on specified teams are provided with protected health information in order to provide optimal care for II's students and clients. All health information is kept secure in the nursing office and available for review by those on the client's team only. In the event an outside provider requests protected health information, proper consent forms allowing for exchange of information will be required and given to the II Executive Director with proper signatures and current date (within the last year)

## Policies and Procedures for the Administration of Medications

The Clinical Director at Independent Identity (II) Adult Services shall be the supervisor of medication administration and follow all procedures related to proper and safe medication administration as determined by the client's physician or nurse. The Executive Director will resume these responsibilities in the CD's absence. A medicine administration form is required for medications to be administered at the program.

**Prescription Medications:** In order for II to administer a doctor prescribed medication to a client, we require that the prescribing physician complete and submit a signed medication order form. This form specifies the dosage and timing of administration and a start and end date. II will not start or stop any medication administration without this signed authorization. If there are any changes made to the original orders, new orders are required. All medication orders will be renewed annually. In addition to the signed authorization form, II requires that the client/Guardian provide the medication to us in the original container with the pharmacy label and dosage instructions. II will not accept more than a thirty-day supply of prescription medication. We notify the client/Guardian when the supply is running low. However, it is the client/Guardian's responsibility to ensure that the medication is available at the program. All staff working with clients are to be informed of all medications the clients are on and updated on any changes in medication

**Non-Prescription Medications:** will be administered only if there is a signed Authorization for Non-prescription Medication Form signed by a physician. When nonprescription medication is administered, it will be recorded in the client's Medication Log. All non-prescriptions (i.e. OTC med) permission forms must be signed annually by a physician.

**Short-Term Medication:** We will administer short term treatment medications at the program without requiring a written physicians order in place. A short-term treatment medication would be considered a medication that is to be administered for no longer than 10 consecutive days, such as an antibiotic. Team will administer oral antibiotics, ophthalmic antibiotic drops, and optic antibiotic drops for a period of no longer than 10 consecutive days without requiring a written physician's order. The medication must be received at the Program in the original container with the pharmacy label and dosage instructions. The pharmacy label must have the following information: clients Name, clients date of birth, medication name, medication strength, dosage, and route and duration of medication to be administered.

**Antipsychotic Medications:** In order for II to administer anti-psychotic medication to a Client, we require that the prescribing physician complete and submit a signed medication order form. This form specifies the dosage and timing of administration and a start and end date. II will not start anti- psychotic medication without this signed authorization. The prescribing physician will submit a written report to II detailing the necessity for the medication, staff monitoring requirements, potential side effects that may or may not require medical attention and the next scheduled clinical meeting or series of meetings with the client. No antipsychotic prescription shall be administered for a period longer than is medically necessary and clients on antipsychotic medication must be carefully monitored by a physician. Staff caring for a client on anti-psychotic medication will be educated on the nature of the medication as well as potential side effects.

Determination of a client's allergy will be noted upon acceptance into the program and documented in the client's medical file and communicated to all appropriate staff. The CD will notify the client's guardian and/or residence when medications are running low and ensure delivery of the medications to the program are delivered by a designated adult and not sent in a client's back pack or with the client themselves, unless the client is his/her own guardian. However, it is the client/Guardian's responsibility to ensure that the medication is available at the program.

If the client receives medicine during the day while at the program, the client/Guardian must send a supply to Independent Identity in the original pharmacy bottle with the appropriate physician authorization.

- If the medication is being sent in from the family, and not being transported by a residential program, all medication must be in a paper bag that is stapled shut.
- If the medication is being sent in from the family, and is being transported by a residential program, the parent/guardian must ask if the transportation driver and/or monitor is willing to be responsible for the oversight of the medication and give it to Program staff. If so:
  - The parent/guardian should hand the paper bag to this individual and this individual should give the paper bag to the Program staff
- For antipsychotic/controlled substances: these will need to be delivered in person by either a guardian or residential staff so that staff can compare medication counts with the individual who is dropping the medication for.

## **Storage**

In accordance with HHSC policy, medication security and storage requirements of federal and state laws will be enforced at all storage locations and meet the following requirements. All medications at II are stored behind two locks per storage guidelines, including refrigerated medications. Medications or ointments used externally are stored in an area away from oral medications. Refrigerated medications are maintained at a temperature of 36-41 degrees Fahrenheit, an optimal temperature for medication and food storage. Every evening upon close of the program all medication cabinets and refrigerators will be locked. Prescription medications for all individuals who are non-self-medicating shall be labeled and stored in a locked container or area, meant for medications only. Prescription medications required to be refrigerated are locked container within the refrigerator. Only licensed staff will have access to locked medication cabinets and refrigerators containing medications. Prescription medications for individuals who are self-medicating are stored in a locked cabinet where only the self-medicating client has access within the office. Only a 30 day supply of medication is deemed appropriate at the program.

## **Orders**

In order for a medication to be administered at II, the program requires guardian consent for administration and a physician's medication administration form containing an order specifying the dosage, client's name and date of birth, timing of administration with a start and end date. The prescribing physician will submit a written order with the reasoning for medication, any monitoring requirements and potential side effects. If the client refuses to take the medication or there is an error in medication administration, the client's guardian and residence must be notified. HHSC will be notified for clients in ISS services. Physician and guardian approval will also be needed for any self-administering client in addition to a self-administration plan created by the Clinical Director at II. The CD has readily available all contact information and emergency medical response information in the event a medical emergency occurs. The CD will contact the appropriate medical personnel including the prescribing practitioner or, if unavailable, another licensed practitioner or appropriate emergency personnel.

## **Disposal**

Expired medications which have not been administered due to a change in the prescription or a discontinued order will be disposed of and the disposal shall be documented by the Clinical Director with an additional witness. The witness of medication disposal shall be another licensed staff within II or an II program administrator.

## **Documentation**

The administration of medication, including practitioner ordered over-the-counter drugs will be documented by the Clinical Director in the client's medical record via II's HHSCs documentation form. Documentation shall include; the medication administered, the dosage administered, the time that the medication is administered to the individual; the individual the medication was administered to and any additional information required for documentation (i.e. with or without food). Any inconsistencies from the physician's prescription regardless of whether such inconsistencies resulted in harm or a risk of harm will be communicated to the Executive Director, the individuals care team and guardian. Individuals who are self-medicating shall not be required to document their own self-administration of medication but the Clinical Director will document that the medication has been self-administered via client's self-administration policy.



## Refills

All medication refills will be documented with the date that an individual's prescription is received and the quantity of medication given to the Clinical Director at II within the HHSC documentation form by the Clinical Director. In addition, medications will be tracked and counted by the Clinical Director by verifying correct count is documented upon administration within the HHSC form including but not limited to narcotics and barbiturates each time a medication is administered.

## Incident and Accident Reporting

In the event of an incident or accident that occurs on the property of Independent Identity and/or within program hours, II staff monitoring client involved will notify the Supervisor that an incident/accident has occurred, The Executive Director and the staff member will document the details and assessment completed on the appropriate incident/accident report forms.

All client related incidents and/or accidents shall be documented. Client's guardians and residences will be notified by the group leader or executive director of detailed assessment and plan for treatment. In the event of an incident/accident that requires emergency medical treatment, the client will be transported to the nearest emergency room via ambulance and notification of incident to guardian/residence will be done promptly. All medical documentation will be completed by hospital staff. If a client is referred to an outside provider for medical treatment for emergent care due to an incident or accident a note to return to the program must be signed and dated by physician in order for the client to return safely to the program and received proper medical care with parameters advised by physician.

Independent Identity must report incidents to HHSC's complaint and incident Intake Section within one hour of learning of the incident for clients utilizing ISS services.

In the event that an employee becomes injured or witnesses an injury during working hours, they must report it immediately to the nearest available supervisor or manager. Employees are to render any assistance requested by supervisor, or manager. Questions asked by law enforcement or fire officials making an investigative report should be answered giving only factual information and avoiding speculation. Liability for personal injury or property damage should never be admitted in answering an investigatory question asked by law enforcement or fire officials.

When any accident or injury occurs while an employee is at work, the employee must obtain an injury reporting form and complete and return the form to a supervisor as soon as possible. Reporting should not be allowed to delay necessary medical attention. Once the accident is reported, follow-up will be handled by the Clinical Director or the supervisor.

In addition to compliance with safety measures imposed by federal Occupational Safety and Health Act (OSHA) and state law, the company has an independent interest in making its facilities a safe and healthy place to work. The company recognizes that employees may be in a position to notice dangerous conditions and/or practices and therefore encourages employees to report such conditions, as well as all non-functioning or hazardous equipment, to a supervisor or manager immediately. Appropriate remedial measures will be taken when possible and appropriate.

## Property Destruction Policy

When it comes to property destruction, Independent Identity understands that accidents happen. We believe in transparency and accountability, which is why we have implemented a comprehensive policy to address such incidents. Our primary goal is to ensure the safety and well-being of everyone involved, while also minimizing any financial burden that may arise.

If an accident occurs on our premises, our staff is trained to promptly inform the caregiver or parent. This open line of communication allows us to address the situation quickly and efficiently. Additionally, an incident report will be filled out to document the details of the incident, ensuring that all necessary information is recorded for future reference.

As part of our policy, we require the parent or caregiver to take responsibility for the first \$500 per incident. We understand that unexpected expenses can be challenging, so we have devised a solution that eases the financial burden. The balance due will be added to the next month's invoice, providing a convenient and manageable way for parents or caregivers to handle any costs associated with the incident.

Furthermore, we believe in sharing the responsibility and mitigating the impact on individuals. Therefore, Independent Identity or our insurance will cover the remainder of the expenses beyond the initial \$500. This ensures that our clients are not burdened with excessive financial obligations and allows them to focus on their child's well-being and development.

At Independent Identity, we take property destruction seriously and have implemented a policy that prioritizes safety, communication, and financial responsibility. Our aim is to create a supportive and transparent environment where accidents are handled efficiently and fairly. We believe that by establishing clear guidelines and sharing the responsibility, we can maintain a positive and nurturing atmosphere for all involved.

## **Client Records**

Client records will be maintained for four (4) years following a Client's discharge after which time they will be destroyed. Client records are confidential and will only be accessed by, or provided to, the following:

- Staff members and contractors who are responsible for providing the Client's programming and health care.
- People authorized in writing by the Client or Client's Guardian to receive such information.
- Government agencies authorized by law to have access to such information.

Each Client's complete record consists of the following:

- Admissions information: Including the referral information received, application, guardian questionnaire, II assessment(s), observations and admissions notes.
- Relevant evaluations and assessments from other agencies.
- Current picture of the Client.
- Copy of legal guardianship paperwork (if applicable).
- Copy of Insurance card.
- Consent for Collaboration form
- Physician completed medication administration form.
- Initial and annual consents and information: Including an emergency information card, permission to seek medical treatment, consent for emergency restraint, permission for community outings, authorization identifying approved individuals Client can be released to, consent for use of Client's image, likeness and audio for programming purposes, website, publications or promotional materials.
- Medical information: Including an annual physical report from the Client's physician, certificate of immunization, verification of dental services, updated physician medication orders, and medical notes and summaries.
- Service Needs Assessment.
- Initial and ongoing Behavior Management Plans and Protocols.
- Initial and ongoing Day Habilitation Service Plans (DHSP) / Individual Support Plans (ISP).
- ISP monthly, quarterly, semi-annual and annual summaries as required.
- Other correspondence and notes specific to each Client.

In addition, an emergency folder is maintained that includes a current picture of the Client, a copy of his/her current Emergency Information Card and a copy of his/her current Permission to Seek Medical Treatment consent. This folder travels with each Client while in the community and would be provided to emergency personnel in the event of an emergency.

## Policy for Registering Complaints

At Independent Identity, our mission is to provide our Clients, in partnership with their families, with the highest quality programming that we can. We strive to involve Clients/Guardians in that process and provide multiple means for them to communicate with us. II also strives to provide an environment for its families and Clients that is free from discrimination based on race, color, national origin, gender, religion, ancestry, sexual orientation, or disability. If Clients/Guardians have concerns or complaints about a Client's programming, or believe that the Client has been subject to discrimination, we ask that these concerns be brought to our attention immediately so that we can work with you to address them. In many cases, your concerns may be raised and addressed through a phone call to the Program Director.

If the concern is not addressed through these channels, or you feel it is best raised with an officer of Independent Identity, we ask that you use the following process. Write a note outlining your concern or complaint and address it to either to Sarah Rayburn, President or Jenna Taylor, Executive Director Independent Identity 5524 Bee Cave Rd., Building M, Austin, TX 78746.

Sarah or Jenna will call you within 3 days of receiving the note. We will discuss your concerns over the telephone and arrange a mutually convenient meeting time (within a week), if needed, to address the concern or complaint. Sarah and/or Jenna will involve others at Independent Identity in the process if they feel that is

needed. We will document the resolution of the concern or complaint in a note to you within 1 week after our telephone call or meeting.

Clients/Guardians are always welcome to raise any concerns or complaints with their Department of Developmental Services representative. Clients/Guardians can raise any issue(s) or complaint(s) with the assurance that doing so would not result in retaliation or barriers to services.

## Program Closures

In the event II's Adult Program must be closed, dismissed early or our opening delayed for reasons other than snow, all guardians or residences will receive a telephone call as soon as the decision is made to close, dismiss early, or delay opening. For example, if II lost power or water in our building or if there was some other building related emergency, it might be necessary for us to close until the situation is rectified.

If a client must be picked up at our facility, we will request that the transportation company, residence staff or guardian pick up the client as quickly as possible. If they cannot, we will contact the other names provided on the emergency information card. Staff are required to remain with clients until they are picked up. If we must close II on an emergency basis for more than one week, and, if the reasons for closing do not preclude our staff working in another location, we will work to find a temporary location where staff can provide training and instruction to clients while the closing is in effect.