



Client/Caregiver Handbook

Caregiver Responsibilities Agreement



Table of Contents

Welcome to CARE, Inc.	4
Mission Statement	4
Program Philosophy	5
Administrative Information	5
Locations	5
Hours of Operation	5
Program Integrity	5
Parent Survey	5
Staff Development and Qualifications	6
Confidentiality of Information	6
Privacy	6
Conflict of Interest	6
Direct Service Staff and Parent Relations	6
Programs Policies	7
Policies on the Rights of Clients	7
Reporting Policies	8
Family Custody and Court Orders	8
Attendance	8
Advocacy & Integration	8
Family Custody and Court Orders	8
Attendance	8
Freedom From:	9
Abuse	9
Harm	9
Financial or Other Exploitation	9
Humiliation	9
Neglect	10
Your Rights According to the Lanterman Act	10
Client's Rights to Professional Staff Credentials	10
How to Lodge Complaint with credentialing Boards	10
Advocacy Assistance	11



Rules & Regulations	12
Personal Information	12
Safety in Program and Out in the Community	12
Infection Control Protocol	12
Smoking	12
Drug & Alcohol Workplace	12
Harassment, discrimination or bullying	13
Profanity/Obscenity	13
Lifting	13
Weapons/Explosives/Fireworks	13
Emergency Preparedness and Safety Drills	13
Reasonable Accommodations Procedures for Clients	13
Client Grievance Policy & Procedures	13
What is a Grievance?	14
Policy & Procedures	14
Investigation and Resolution of Alleged Infringement of Rights	16
Compliance with Non-Discrimination Laws and Regulations	17
Discrimination, Sexual Misconduct, Domestic & Dating Violence and Stalking	17
Scheduling – how it works	18
Cancellation Process	19
Grievance Procedure – Client/Parent Cancellations	20
Consent for Services	21
HIPAA Notice of Privacy Practices	22
Parent Responsibilities Agreement & Acknowledgements	28



Welcome to CARE, Inc.

Welcome to the CARE family. We look forward to working with you and your family to accomplish our mission – helping individuals reach their fullest potential!

Our Client/Caregiver Handbook provides you with information about our program and responsibilities, the team serving your child and the responsibilities parent(s)/caregiver(s) have as the primary team member for your child. We are committed to maximizing your child's progress by applying evidence-based strategies and methods based in Applied Behavior Analysis, Early Intervention, Occupational & Physical Therapy, and Speech Language Pathology. It is important that in the work we do that we understand each other's expectations. Accordingly, this handbook outlines the policies for parent-clinical interactions. If you have any questions about the information or any other aspect of the service you will be receiving, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Yue X. Li", is written over a horizontal line.

Yue X. Li
President & CEO

Mission Statement

CARE, Inc. is dedicated to improving the quality of life of individuals diagnosed with autism spectrum disorder and other disabilities as well as their families. CARE, Inc. provides individualized and data-driven infant development, behavioral intervention and training, adaptive skills, and counseling services through the cooperative efforts of highly trained and motivated professionals.

CARE, Inc. believes in building relationships among our team members, our clients, communities and business partners, while taking a collaborative approach to service delivery and adhering to the most ethical standards of practice from the field of behavior analysis, child development, education and counseling in order to ensure our clients' success.

CARE, Inc. promotes social responsibility through community involvement and education along with financial donations to surrounding communities in order to support access to services.



Program Philosophy

It is the philosophy of CARE, Inc. that all of our programs are based on the following:

Client-centered. Interventions are based the client's individual needs

Applied Behavior Analysis (ABA). Interventions are based on the principles of ABA, which is data-driven and research oriented as other evidence-based therapies (EI, OT, SLP, PT)

Results. Interventions are result oriented and aim at in improving the quality of life of the individual.

Education. Disseminate the interventions through the education of the key community member of the client, particularly the parent and or caregiver through the "Teach the Teacher Model."

Administrative Information

Locations & Hours of Operation:

Corporate office/Clinic

- 15315 Magnolia Blvd., Suite 306, Sherman Oaks, CA 91403

Sacramento Clinic

- 910 Florin Road, Suite 111 & 200, Sacramento, CA 95831

Carmichael Clinic

- 3637 Mission Avenue, Suites 1 & 2, Carmichael, CA 95608

Hours of Operation:

- Monday through Friday
- Services from 8AM to 8PM
- Office & Clinic hours from 8AM to 8PM
- Saturday from 8AM to 2PM

Program Integrity

Our **Parent Survey** is distributed annually to parents. Staff uses the results of the survey to identify areas that are working; areas to improve; plan and conduct activities to help parents support their child's learning and development; to meet the family's needs.



Staff Development and Qualifications:

CARE, Inc. is committed to quality services. We hire qualified staff. All professional staff holds the appropriate credential/permit/certifications/licenses required by the State of California.

- New employees are provided an orientation to guide them to understand how agency policies relate to their respective job description
- We support continuous staff growth by assessing the needs of staff and providing professional development activities to enhance their growth
- Our staff members are evaluated annually
- Staff are supported and encouraged to continue and/or pursue an education through Agency's Education Assistance Program
- We have sound internal communication mechanisms which include email, phone, and clinic meetings to provide staff with information necessary to carry out their respective duties

Confidentiality of Information:

CARE, Inc. maintains a strict level of client confidentiality at all times. Agency will take the following precautions to ensure client confidentiality:

- Client records are also kept on a secured CARE, Inc. database – in-house server
- Client programs are on the secure, digital, data collection platform, ReThink
- All clients of Agency will sign a release of information specifying who Agency has consent to speak to regarding client information
- All personal technology used by Agency will be password protected to uphold client confidentiality

Privacy:

CARE, Inc. works to ensure client privacy regarding meetings, discussions had with staff on behalf of clients, and in the community. Agency will abide by the following policies to ensure maximum client privacy:

- All meetings between clients and Agency staff will be held in, at minimum, a semi-private area. At client request, meetings with Agency will be scheduled in a private area
- All meetings of a highly sensitive nature will be held in private conference room space or in the privacy of client's home
- Agency will respect client power and choice regarding disclosure of client disabilities

Conflict of Interest:

CARE, Inc. staff members maintain professional relationships with its clients and therefore cannot accept gifts, services, or exchange money with clients.

Direct Service Staff and Parent Relations:

At CARE, Inc. we like to promote a positive and safe environment so that the emphasis remains on providing the best services that we can for your child. However, because the staff are working in your home it is harder to keep professional/personal boundary lines from being crossed. The following policies will help prevent problems.



- Refrain from developing a personal relationship with direct service staff outside of therapy
- Refrain from engaging in social media contacts
- It isn't appropriate to employ the direct service staff in any other capacity with your family, such as child care
- Establish house rules that are important to you at the outset of the program: things such as shoes off, which bathroom may be used, etc. because we are working in your home it is necessary for us to be able to use a bathroom at all times
- Treat the direct service staff with the same level of respect that you would like to receive from them
- Direct service staff are required to report concerns to their supervisor(s) expressed to them by the child's family
- If you have a concern about a direct service staff on your case, speak to your supervisor rather than another direct service staff
- If you have a question regarding your child's program or behavior, please direct it to your supervisor(s) since the direct service staff on your case may not be qualified to answer it
- Parents and/or caregiver, over the age of 18, must be present during sessions, except when in the clinic setting
- Direct service staff under no circumstances is able to lift, assist or carry client or other family member
- If you have a complaint and or concern about your child's supervisor please contact your Regional Manager or the CEO at (888) 353-8285

Programs Policies

Policies on the Rights of Clients:

What is a Policy?

A policy is a rule that all staff and clients must follow when they work at the Agency. All these policies are in a CARE, Inc. Policy and Procedures Manual. You can ask an administrative staff member at the agency to show you. The following are policies or rules on how staff and anyone who works with you should treat you and your families.

Confidentially – What is for your eyes and ears only.

Confidentiality is about:

- Things that are written in your file
- Things that you tell the Agency staff
- Things that are said in meetings
- Things you do when at the Agency or home

Privacy – You have the right to keep information about you and any services that you receive to yourself.

Privacy is about:

- Keeping your information private and respected by Agency staff



Reporting Policies:

The Penal Code, Section 11166, requires any child care custodian, medical practitioner, or employee of a child protective agency who has knowledge of or observes a child in his or her professional capacity of within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse, to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. “Child Care Custodian” includes teachers, licensed day care workers, administrators of community care facilities licensed to care for children foster parents and group home personnel.

All staff members of CARE Inc. are mandated to comply with the child abuse reporting requirements of the State of California.

Child Protective Services determines the need for any follow up action.

Family Custody and Court Orders:

CARE, Inc. staff cannot write letters for parents pertaining to custody, parenting, and/or divorce issues unless it is court ordered.

Parents are responsible for providing copies of court orders pertaining to custody, visitation and/or restraining orders to the office. Parents must provide current and updated documents to the office. The Agency will not accept verbal changes regarding the validity of Orders.

Attendance:

Regular attendance in the treatment program is extremely important. Parents can help promote their child’s skills growth by making every effort to schedule family vacations to coincide with your child’s treatment plan. However, should circumstances arise that will require taking your child out when sessions and/or groups have been scheduled prior to absence, please contact the Scheduling Department as soon as possible. **Excessive absences may result in termination of services.**

Advocacy & Integration:

It is our belief that decisions about where people work and the type of work they pursue should be based on personal values and preferences. Our services will focus on the needs and wants of individuals.

The focus of CARE, Inc. is to actively encourage and support the development of opportunities that provide the maximum integration of individuals who have intellectual and developmental disabilities into integrated community settings for employment, education, recreation, and other experiences that enhance life. The Agency is committed to advocating for those we provide services to, and to assisting and supporting full participation in community life, in addition to providing information on advocacy or other assistance.

Freedom from abuse, neglect and harm:

CARE, Inc. is committed to providing services to children and adults with disabilities that are free from abuse, exploitation, retaliation, humiliation, and neglect. Should Agency suspect abuse, exploitation, retaliation, humiliation, or neglect, the Case Supervisor and the proper authorities will be notified immediately.



There are additional instances when we are required by law to report (with or without your consent) to a law enforcement agency. If this happens, we will inform you at the time.

Those exceptional situations that we must report:

1. If we have reason to believe that you will harm another person, we must attempt to inform that person and warn them of your intentions. We must also contact the police and ask them to protect the intended victim.
2. If we have good reason to believe you are abusing or neglecting a child or vulnerable adult, or if you give us information about someone else who is doing this, we must inform Child Protective Services or Adult Protective Services as soon as possible.
3. If we believe that you are in immediate danger of hurting yourself, we will try to contact a member of your support system and/or call the police or the county crisis team.

Abuse:

While you are receiving services from us, you will be safe from any physical, verbal, emotional/mental or financial abuse. No one can hit you, yell at you, and make you feel bad, or borrow or take money from you. If any of these things happen to you, tell a staff person immediately.

Financial or Other Exploitation:

No one can tell you to give them money or tell you how to spend your money. No one can make you do something you know is wrong or makes you feel bad. You have the right to say “no” to anything that makes you feel bad, sad, or puts you in danger.

Retaliation:

If you see something wrong and you tell a staff person or write up a grievance, you will not get in trouble for speaking out. No one can “get back at you” for speaking your truth or showing a staff /program manager that something is wrong.

Humiliation:

You have the right to be treated well and with respect. No one should make you feel bad on purpose. No one can make fun or tease you about choices you make. No one can make fun or tease you about your disability, your race, your sexual orientation, your spiritual beliefs, the way you talk, or the things you like to do.

Neglect:

You have the right to have a safe, healthy and comfortable place to live, work, and/or attend program. You have the right to be treated with humane care. You have the right to be listened to and have the help of others to get what you need. If you feel people are not listening to you or ignoring your needs, tell a staff person.



Your Rights According to the Lanterman Act:

1. To be accorded dignity in personal relationships with staff and other persons
2. To be accorded safe, healthful and comfortable accommodations, furnishings and equipment
3. Not to be subjected to corporal or unusual punishment, humiliation, mental abuse, withholding of monetary allowances or punitive interference connected with the daily functions of living, such as eating or sleeping
4. To be informed by the licensee of the provision of law regarding complaints of procedures or registering complaints confidentiality, including, but not limited to, the address and telephone number of the complaint receiving unit of the Department of Social Services, Community Care Licensing
5. To leave or depart the facility at any time, except for minors and others from whom legal authority has been established. It is vital and very important you inform your CARE staff or Instructor before leaving so they can mark you absent and know you've left the building/site and are not missing.

Each program site has a posted right of individuals who have intellectual and development disabilities sign from the California State Department of Development Services. Your rights also include the following:

- You have the right to take a leadership role in planning your future
- You have the right to say 'NO' to something that you do not want for yourself
- You have the right to make your own decisions
- You have the right to receive the support and assistance needed so that you can make informed choices
- You have the right to succeed and to make mistakes
- You have the right to receive information in your own language
- You have the right to give input regarding your level of satisfaction with your program
- You have the right to positive interventions before restrictive measures are used
- You have the right to invite people that you choose to your meetings
- You have the right to advocacy services if you need them

Client's rights to professional staff credentials & how to lodge complaint(s) with credentialing boards:

You have the right to:

1. Request and receive information about the staff member's professional capabilities, accurate and current licensure, certification, education, training, experience, professional association membership, specialization, and limitations
2. Verify licensure/certification and/or file complaint on:
 - **Board Certified Behavior Analyst (BCBA) Clinician** is certified with the Behavior Analyst Certification Board (www.BACB.com) Contact: (720) 438-4321
 - All BACB candidates, certificants, registrants, authorized continuing education (ACE) providers, and verified course sequences (VCSs) must provide behavior-analytic services in an ethical manner.



- In situations where behavior-analytic services are not provided in an ethical manner, the BACB has a system for concerned individuals to file a Notice of Alleged Violation to alert the BACB of the alleged ethical violation(s) www.BACB.com
- **Occupational Therapist** is licensed by the State www.bot.ca.gov or call (916) 263-2294
 - Enforcement Program representatives can assist you with filing a complaint against an OT or OTA, provide copies of (public) legal documents or answer any questions you may have pertaining to the enforcement process or disciplinary action taken against a licensee. Please send an email to EnfPrg@dca.ca.gov.
- **Speech Language Pathologist** is licensed by the State www.speechandhearing.ca.gov or call 916) 263-2666
 - http://www.speechandhearing.ca.gov/forms_pubs/complaint.pdf

Who You Can Contact to Help You Advocate for Your Rights and Advocacy Assistance:

In compliance with Title IX of the Civil Rights Act of 1964, it is the policy of CARE Inc. to ensure that no person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the provision of services on the grounds of race, color, religion, national origin, age, gender, sexual orientation or disabling condition.

What is Advocacy?

Support – giving aid to cause; active verbal support for a cause or a person

Encouragement – providing support that inspires confidence

If you or your child feel you have been denied your civil rights, the following list are some agencies and advocates who may be able to assist.

Disability Rights of California

Advocacy / legal / systems navigation for issues pertaining to special education, health services, accommodations, and ADA compliance.

Contact:

Northern California (916) 504-5800

Southern California (213) 213-8000 (TTY 800-719-5798)

Office of Client's Rights Advocates (OCRA)

The OCRA is a statewide office run by Protection & Advocacy, Inc., through a contract with the California Department of Developmental Services. OCRA employs a Clients' Rights Advocate (CFR) at each regional center. The CRA is a person trained to help protect the rights of people with developmental disabilities.



Contact:

Northern California (800) 390-7032 (TTY 877-669-6023)

Southern California (866) 833-6712 (TTY 877-669-6023)

Health Rights Hotline

HRH provides free assistance and information about your rights in health care. It can be used as a resource for California health consumers.

Contact:

(888) 466-2219

Rules and Regulations

Personal Information:

We need your help to keep your records up-to-date. If you move, change your name, and/or telephone number, please report the new information immediately. The staff will be requesting current information and completion of forms from time to time. Please complete, sign and return all forms that you receive as quickly as possible. Any information about you is considered confidential. **YOU HAVE THE RIGHT TO REVIEW YOUR FILE UPON REQUEST.**

Safety in Program and Out in the Community:

CARE, Inc. is committed to providing a healthy and safe environment to all clients, employees and visitors.

Infection Control Protocol:

Communicable Diseases are spread by casual contact, such as the flu. If client is ill with flu-like symptoms, please stay home, and contact scheduling department to cancel session. Common symptoms of the flu include: fever (usually high), headache, extreme tiredness, cough, sore throat, runny or stuffy nose, muscle aches, nausea, vomiting, and diarrhea. To help stop the spread of germs, use good hygiene techniques such as: wash your hands often and avoid touching your eyes, nose, or mouth.

Smoking:

CARE, Inc. is a smoke-free environment. NO SMOKING is allowed in any of our offices. Our direct staff providing services in the home must be provided a smoke-free environment.

Drug & Alcohol Workplace:

CARE, Inc. is a drug & alcohol-free environment. Anyone under the influence, possessing, using alcohol or illegal drugs, or selling any illegal, over the counter or non-prescribed drug is not allowed on the premises, nor in the presence of our direct staff providing services in the home. Any violation will be subject to termination of services or employment.

Harassment, discrimination or bullying:

CARE, Inc. is committed to developing and supporting behaviors that support an inclusive and diverse work environment. It does not tolerate behaviors that could be interpreted as harassment, discrimination, or bullying against another person, for any reason, including race, color, sex, gender identify, sexual orientation, disability, national origin, ethnicity or religions. Staff members that provide services in the home must not be subjected to behaviors that could be interpreted as harassment, discrimination or bullying in the client's home.

**Profanity/Obscenity:**

CARE, Inc. encourages the use of language and gestures that promote a productive and safe environment. Use of language, gestures, or conduct that is vulgar, profane, obscene or abusive, and possession of/viewing offensive materials in the presence of a staff member providing services in the home is unacceptable.

Lifting:

It is important to protect our staff from any work injuries. Therefore, please note CARE, Inc. direct staff providing services are not able to lift or assist in the lifting of client at any time.

Weapons/Explosives/Fireworks:

Please do not possess, distribute, handle, or use a weapon or any object, including explosives and fireworks in the presence of staff member providing services in the home.

Emergency Preparedness and Safety Drills:

CARE, Inc. has safety drills throughout the year. No one will tell you when the drills will happen. When a safety drill is conducted, you are to follow the rules and do what the staff tells you to do in Agency offices. Please remember to take each drill seriously. **KNOW WHERE YOU ARE & WHICH SAFEST EXIT IS CLOSEST TO YOU.**

Reasonable Accommodations Procedures for Clients:

CARE, Inc. will consider all requests for reasonable accommodations. When reasonable accommodation cannot be made, the Agency will assist the client in finding resources that are accessible. If you need special accommodations, you must let the appropriate person know.

Client Grievance Policy & Procedures**What is a Grievance?**

A grievance is like a complaint. If you think that at any time you are not being treated fairly or with respect, you have the right to say something about it. The grievance could be about a dissatisfaction with any aspect discontentment with client treatment, service quality, or when your right(s) have been violated, or complaint about direct staff and/or supervisor. It could be about wanting a change in client's program and not getting it. We always want you to feel comfortable talking with your CARE case supervisor, direct service or administrative staff. Sometimes you may not be happy with what they are saying and you want to talk to someone besides them. That is your right! However, there are steps that you have to go through, so that your concerns are heard by the right people.

If you do not understand any of the steps, or what to do, ask any CARE staff and they will help you.

You will not be discriminated against because a grievance has been filed. Agency will continue to provide you with all the required services during the grievance process. The confidentiality of your grievance will be maintained throughout the grievance process and information pertaining to your grievance will only be released to authorized individuals.

A **representative** is the person who is acting on your behalf or assisting you, and may include, but is not limited to, a family member, a friend, a CARE employee or a person legally identified as Power of Attorney for Health Care, Conservator, Guardian, etc.



Policy:

CARE, Inc. is committed to finding solutions to the issues you may encounter when receiving services from Agency.

All of us at CARE share responsibility for your care and your satisfaction with the services you receive. Our grievance procedures are designed to enable you and/or your representative to express any concerns or dissatisfaction you have so that we can address them in a timely and efficient manner. At any time, should you wish to file a grievance, we are available to assist you. If you do not speak English, a bilingual staff member or translation services will be available to assist you with the process

Procedure:

1. Grievances Protocol

Client and family feedback are critical to establish and maintain a trusting relationship and improve services. As a client of the Agency, you are encouraged (however, not required) to discuss your issues concerning our services with us. If you remain unsatisfied with the services you receive, you have the right to file a grievance.

Grievances can be filed:

- 1) In person
- 2) Telephone (888) 353-8285
- 3) In writing
- 4) Client and/or Family Experience Survey – annually

2. Notification to Clients and/or Families of their Rights

- A. Upon client's agreement for services, client and/or family are provided with written information about their rights and responsibilities (Client/Caregiver Handbook). The information provided includes how to express concerns or file a grievance.
- B. As a requirement of the HIPAA Privacy Rule, CARE also provides client and/or family with a copy of its Notice of Privacy Practices, which outlines the ways in which CARE uses client health information and the rights that individuals have in regards to their health information. The Notice also describes how to register a complaint if a person believes that their/their child's privacy has been violated.

3. Prompt Resolution of Grievance - following steps will be taken:

- Client and/or family who expresses dissatisfaction will be instructed to talk to the appropriate person depending on complaint
- Client and/or family will be asked if they wish to write a formal grievance on form; if assistance is needed in completing form, Administrative Staff and/or Human Resources staff will assist
- Complaints and grievances will be investigated and resolved within 30 calendar days from the date of the initial receipt of the grievance. In the event there is a time delay due to barriers in the investigation, client/parent will be provided with time frame needed for the extension, along with a reason for the delay



4. Resolution of Grievances

Upon CARE's completion of the investigation and reaching a final resolution of your grievance, you will receive written notification that will provide you with a report describing the reason for your grievance, a summary of actions taken to resolve your grievance, and options to pursue if you are not satisfied with the resolution of your grievance.

5. Grievance Review Options

If, after completing the grievance process, or participating in the process for at least thirty (30) calendar days, you and/or your representative are still dissatisfied with the resolution of your grievance, you may pursue the options described below.

- If you are covered by Medi-Cal only, you are entitled to pursue your grievance with the Department of Health Care Services, by contacting or writing to:
 - i. Ombudsman Unit
Medi-Cal Managed Care Division
Department of Health Care Services
P.O. Box 997413, Mail Station 4412
Sacramento, CA 95899-7413
Telephone: 1-888-452-8609
- **All Health Insurance companies have a division where grievances are handled, please check the back of your insurance card for contact information**
- At any time during the grievance process, per California State law, you may also request a State hearing from the California Department of Managed HealthCare by contacting or writing to:
 - i. California Department of Managed Health Care
980 9th Street, Suite 500
Sacramento, CA 95814-2725
Telephone: 1- 888-466-2219
- For commercial insurance companies, you are entitled to pursue your grievance with the Department of Developmental Services, by contacting or writing to:
 - i. Appeals, Complaints & Projects Section
Department of Developmental Services
1600 9th Street, Room 340 (MS 3-9)
Sacramento, CA 95814
Telephone (916) 651-6309

6. If the complaint or grievance is pertaining to an employee and/or policy of a business partner (e.g., School District, Regional Center or other funding source) by client and/or family member receiving services through CARE, the following steps will be taken:

- Supervisor will initially, and as soon as possible, will have a quiet word with the client and/or family making the complaint. Problems can often be settled quickly and informally. However, if the grievance is not settled at this stage or circumstances make this route inappropriate then
- Supervisor will direct the client and/or family to the business partner's appropriate grievance or complaint's coordinator



- For LAUSD complaints, the Uniform Complaint Procedures (UCP) information flyer and form will be provided

7. If there is a grievance in violation of federal or state laws by a CARE employee, CARE will notify business partner(s) of grievance and subsequent investigation.

Investigation and Resolution of Alleged Infringement of Rights

CARE, Inc. takes the rights of clients very seriously. The following policies are in place to ensure a fair investigation and resolution of alleged infringement of rights:

- Human Resources will conduct a thorough investigation of alleged infringement of rights by interviewing clients, staff involved and any witnesses
- In cases where the management team are involved directly in alleged infringement of rights, CEO will be contacted when appropriate to perform investigation
- In all cases of alleged infringement of rights, the Manager and guardian will be contacted immediately and an incident report drafted
- Agency will comply with all external investigations and supports a transparent process for arriving at a conclusion

Compliance with Non-Discrimination Laws and Regulations

CARE, Inc. operates in compliance with all applicable federal and state non-discrimination laws and regulations in conducting its programs and activities and in its employment decisions. Such laws and regulations include:

1. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin in the programs and activities of the agency. This policy of non-discrimination also complies with Internal Revenue Service Revenue Ruling 71-447 required for maintaining the agency's tax-exempt status.
2. Title VII of the Civil Rights Act of 1964, which prohibits employment discrimination based on sex, race, religion, color, or national origin.
3. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the recruitment and employment of staff, and the operation of its programs and activities.
4. The Americans with Disabilities Act of 1990 (Public Law 101-336), the purpose of which is to afford the disabled equal opportunity and full participation in life activities and to prohibit discrimination based on disability in employment, public service, public accommodations, telecommunications, and transportation.
5. The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities of the agency.
6. The Age Discrimination in Employment Act of 1967, which prohibits discrimination against persons aged 40 and over regarding employment decisions.
7. Title IX of the Education Amendments of 1972, which prohibits all forms of discrimination on the basis of sex (including sexual harassment and sexual assault) in programs and activities of the agency.



8. California Fair Employment and Housing Act of 1959, codified as Government Code §§12900 - 12996, is a powerful California statute used to fight sexual harassment and other forms of unlawful discrimination in employment and housing, which was passed on September 18, 1959.

9. Uniform Complaint Procedures, the responsibilities of the complainant, the local educational agency, and the California Department of Education according to California Code of Regulations, Title 5, sections 4600-468. Form and procedure information available upon request.

Policies and Procedures Regarding Discrimination, Sexual Misconduct, Domestic & Dating Violence and Stalking

1. Non-discrimination Policy

The agency deplores the unfair treatment of individuals based on race, color, national origin, sex, socio-economic status, age, disability, or cultural differences regardless whether such treatment is intentional or simply resultant from careless or insensitive behavior.

2. Sexual Misconduct Policy

It is the policy of CARE, Inc. to maintain the agency environment as a community that provides a place for growth, work, and service free of all forms of sexual intimidation and exploitation. All clients or employees should be aware that the agency is prepared to take action to prevent such intimidation and exploitation and that individuals who engage in such behavior are subject to discipline.

“Sexual misconduct” can include sexual harassment, sexual violence, domestic and dating violence, and stalking.

A. Sexual Harassment: Sexual harassment can vary with particular circumstances, but, generally, it is defined as unwelcome or offensive sexual advances, requests for sexual favors, unwanted or uninvited verbal suggestions or comments of a sexual nature, or objectionable physical contact. This includes suggestions that services or employment reprisals or reward will follow the refusal or granting of sexual favors, or conduct that unreasonably interferes with an individual’s work performance or creates an intimidating, hostile, or offensive work environment.

B. Sexual Violence: Sexual violence as used in this policy refers to physical sexual acts perpetrated without the affirmative consent of the parties or where a person is incapable of giving consent and includes, rape, sexual assault, sexual battery, sexual abuse, and sexual coercion. For additional information and definitions on sexual assault, please refer to section VII of this policy.

C. Domestic Violence, Dating Violence, and Stalking: Incidents of domestic violence, dating violence, and stalking are also processed under this policy. For additional information and definitions on sexual assault, domestic violence, dating violence, and stalking, please refer to section VII of this policy.

None of these actions reflect the Agency’s commitment and adversely affect the working or service environment. All forms of sexual misconduct constitute violations of the agency’s expectations and standards of conduct for the agency’s community; and such misconduct will not be tolerated. Any individuals engaging in such conduct may also be personally liable in legal action brought against them and/or prosecuted for criminal violations.



Pursuant to the procedures set forth in this Policy, the agency will thoroughly investigate all reports of sexual misconduct and will take whatever corrective action is deemed necessary, including disciplining or discharging any individual who is found to have violated this prohibition against sexual misconduct. The reporting client or employee will be informed of the action taken. The appropriate agency officials will also take action to protect the reporting client or employee to prevent further misconduct or retaliation, and as appropriate, to redress any harm done. A client or employee who feels that he or she has been sexually harassed, assaulted, or the victim of domestic violence, dating violence, or stalking involving sexual assault or sexual harassment may meet with a person officially designated in this Policy to work for resolution in such situations.

C. Policy Coordinator:

The Coordinator, Binta Faal-Mboob, Human Resources Coordinator, (Address: Human Resources, CARE Inc., 15315 Magnolia Boulevard, Suite 306, Sherman Oaks, CA 91403. (888) 353-8285. Email: HumanResources@CareBehaviorServices.com), maintains authority over the compliance and adjudication of all Complaints and all other Complaints of unlawful discrimination.

Scheduling – how it works:

It is a very important piece of the consistency of work flow at CARE, Inc. The more consistent, we can be, the better it is for everyone. The work environment can become very chaotic quickly with call ins, late notice schedule changes, etc. Not only can it become stressful for staff, however, also for clients as many changes occur in a short amount of time may interrupt the program's consistency.

In the best interest of everyone involved, it is important to give advanced notice (in non-emergency situations) and select appropriate consistent schedules for your child(ren) from the onset of treatment.

Cancellation Process:

Please note all cancellations are handled by our **Scheduling department (888) 353-8285**
Cancellations for next morning, must be **called in by 8PM and after 7AM**

When family needs to cancel a session

During business hours (Monday-Friday from 8:00am - 5:00 pm)

- Call the scheduling department as soon as you can to inform them of the cancellation
- Provide the scheduling department with the following information:
 - Client's first and last name
 - Date and time(s) of session(s)
 - Name of therapist and supervisor
 - Reason for cancellation
- Additionally, please select an option (below) to make up the hours missed
 - Specific date(s) and time(s) to reschedule your make-up session
 - Dates to extend existing session within the week to make up hours
 - Substitute therapist to make-up hours within the service week if assigned therapist(s) is not available for make-up session***

If outside of regular business hours, call the supervisor on your case. If there is no answer, contact our main office number (888/353-8285) and you will be directed to our answering service to leave a message for the scheduling department.

- Scheduling will contact you during business hours to schedule make up time for the cancellation

When staff needs to cancel a session

During business hours (Monday-Friday from 8:00am - 5:00 pm)

- Call the scheduling department as soon as you can to inform them of the cancellation
- Provide the scheduling department with the following information:
 - Client's first and last name
 - Date and time(s) of session(s)
 - Name of your supervisor
 - Reason for cancellation
- Additionally, please select an option (below) to make up the hours missed
 - Specific date(s) and time(s) to reschedule your make-up session
 - Dates to extend existing session within the week to make up hours

If outside of regular business hours, call the supervisor on your case. If there is not answer, contact our main office number (888/353-8285) and you will be directed to our answering service to leave a message for the scheduling department.

- Scheduling will contact you during business hours to schedule make up time for the cancellation
- If you notice that session is not cancelled out, contact the scheduling department to update ReThink promptly

*****Substitute Therapists**

- Please note that if your current therapist is not available, CARE will look to substitute therapist to fulfill contracted hours. Be assured that all CARE therapists receive the same quality training and are experienced. Additionally, there are several benefits to having someone novel to work with your family member, here are just a few:
 - Promotes generalization
 - Increases exposure to different teaching styles
 - Demonstrates the effectiveness of the programs
 - Increases client's tolerance to new people, as well as allows team members to target behavioral challenges in the case that they occur
 - Fresh eyes, allowing more team collaboration and new ideas



Grievance Procedure

Client Info	
Name of Client & Parent Name:	
Behavior Consultant:	
Behavior Supervisor:	
Regional Manager:	
Program:	
Months in program:	
Review Date/location:	

- ☐ **Stage 1:** Meet with the parents and complete this form. Then notify the funding source and notate in Rethink.
- ☐ **Stage 2:** Supervisor or Manager must be present. Meeting held in office.

Grievance Procedure		Stage 1	Stage 2
Circle what stage you are on:	1	2	
Participation Requirements	<ul style="list-style-type: none"> Parent(s)/caregiver(s) agree to be ready to engage at the scheduled therapy time. Parent(s)/caregiver(s) agree to participate in the intervention and to sign off on the Parent Participation Sheet at the end of the session. 	Parent/Guardian Initials	Parent/Guardian initials
CARE's policy	<p>CARE, Inc. reserves the right to refuse services, to place your services on a waiting list and/ or to terminate services when three of the below incidents occur:</p> <ul style="list-style-type: none"> Parent(s)/caregiver(s) is not present during the scheduled therapy time or is not at the location of scheduled service. Parent(s)/caregiver(s) are not ready during the scheduled therapy time. Examples of such include: parent is sleeping, having a snack, etc. Parent(s)/caregiver(s) cancel a session at the 'last minute.' Parent(s)/caregiver(s) changes scheduled therapy session(s) without approval from CARE, Inc. Parent(s)/caregiver(s) consistently cancel 10% of sessions in any given month. Regional Center policies vary across regions 		
Specific Parent Goals			



Cancellation Details			
Date of Cancellation	Reason for cancellation	Was it re-scheduled?	Hours lost
	# hrs. completed/ #hours authorized→		
	% of missed sessions→		

Plan of Action		
	Solution for cancellations	Parent Initial
1		
2		
3		
4		

By signing below, I have reviewed and agree to CARE Inc.'s Grievance Procedure in regards to the excessive cancellations listed above.

Also, I understand and agree to implement the solutions above within 30 days, from date signed, and to adhere to the hours authorized for my child's program.

Name of Parent (print)

Signature of Parent

Print Your Child's Name

Date

CARE Staff Name

CARE Staff Signature



Consent for Services

The undersigned client or responsible adult* consents to and authorizes the provision of behavioral/mental-health services by Comprehensive Autism Related Education (CARE), Inc. These services may include individual assessment, treatment, intervention, support groups, case management, crisis intervention, and other appropriate services.

In providing informed consent, the undersigned understands:

- 1) All of the above services are voluntary.
- 2) He/she has the right to request a change in service provider (agency or CARE team member). Accommodations will be made whenever possible.
- 3) He/she has the right to terminate services as any time.
- 4) Any information you disclose to CARE team members that is determined by them to be important to your care will be documented in your clinical service record. Such documentation is used to ensure that the treatment team has access to the most complete information about you when determining a plan of care.
- 5) All personnel of the agency, as a condition of their employment, sign an oath of confidentiality that prohibits them from sharing client information except as allowed under federal and state confidentiality laws and regulations. (Please see Limits of Confidentiality form for details.)
- 6) Information contained in the client's service record is available to all personnel within this agency who have a clinical need to access the information.

CARE SERVICE

HIPAA Notice of Privacy Practices

**THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU
MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO
THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

I – INTRODUCTION

This Notice of Privacy Practices describes how we may use and disclose your protected health information to carry out treatment, payment or health care operations and for other purposes that are permitted or required by law. This Notice also describes your rights regarding health information we maintain about you and a brief description of how you may exercise these rights. These Notice further states the obligations we have to protect your health information.

“Protected health information” means health information, including identifying information about you, that we have collected from you or received from your health care providers, health plans, employer or a health care



clearinghouse. It may include information about your past, present or future physical or mental health condition, the provision of your health care, and payment for your health care services.

We are required by law to maintain the privacy of your health information and to provide you with this Notice of our legal duties and privacy practices with respect to your health information. We are also required to comply with the terms of our current Notice of Privacy Practices.

II – HOW WE WILL USE AND DISCLOSE YOUR HEALTH INFORMATION

We will use and disclose your health information as described in each category listed below. For each category, we will explain what we mean in general, but not describe all specific uses or disclosures of health information.

A. Uses and Disclosures for Treatment, Payment and Operations

1. For treatment. We can use your health information *within* our agency (CARE) to provide you with mental health treatment, including discussing or sharing your health information with CARE therapists, staff and supervisors, trainees and interns. For example, we may discuss your treatment with a supervisor or consult with another CARE therapist in order to facilitate your care. Documents containing confidential information (i.e. Data, case notes, notebook, progress reports, etc.) will be left at your home/location of service to efficiently maintain consistent documentation of the treatment, communication across CARE provider(s), and legal guardian/client and it is the responsibility of the legal guardian/client to be personally responsible for maintaining confidentiality of the notebook/documents left in your home/location of service through end of the treatment plan. CARE will not be responsible breach of confidentiality for documentation left at your home/location of services.

2. For health care operations. We may disclose your health information to facilitate the efficient and correct operation of our agency. For example, we may provide your health information to our attorneys, accountants, consultants, and others to make sure that we are in compliance with applicable laws.

3. For payment. We may use and disclose your health information to bill and collect payment for treatment and services we provided you. For example, we may send your health information to your insurance company or health plan in order to receive payment for the health care services that we have provided to you. We could also provide your health information to business associates, such as billing companies or collection agencies.

B. Use and Disclosures That May be Made without Your Authorization, but for Which You Will Have an Opportunity to Object

1. Persons involved in your care. We may provide health information about you to someone who helps pay for your care. We may use or disclose your health information to notify or assist in notifying a family member, personal representative, public guardian or conservator or any other person that is responsible for your care, location, general condition or death. We may also use or disclose your health information to an entity assisting in disaster relief efforts and to coordinate uses and disclosures for this purpose to family or other individuals involved in your health care.



In limited circumstances, we may disclose health information about you to a family member or friend who is involved in your care. If you are physically present and have the capacity to make health care decisions, your health information may only be disclosed with your agreement to persons you designate to be involved in your care. But if you are in an emergency situation, we may disclose your health information to a spouse, a family member, or a friend so that such person may assist in your care. In this case, we will determine whether the disclosure is in your best interest and, if so, only disclose information that is directly relevant to participation in your care.

If you are not in an emergency situation but are unable to make health care decisions, we will disclose your health information to:

- a person designated to participate in your care in accordance with an advance directive validly executed under state law; or
- your guardian or other fiduciary if one has been appointed by a court; or
- if applicable, the state agency responsible for consenting to your care.

C. Uses and Disclosures That May be Made Without Your Authorization or Opportunity to Object

1. Emergencies. We may use and disclose your health information in an emergency treatment situation. For example, we may provide your health information to a paramedic who is transporting you in an ambulance. If you are court ordered to receive treatment and your treating clinician has attempted to obtain your authorization but is unable to do so, the treating clinician may nevertheless use or disclose your health information to treat you.

2. Research. We may disclose your health information to researchers when the agency's Institutional Review Board has reviewed and approved their research proposal and established protocols to protect the privacy of your health information.

3. As required by law. We will disclose health information about you when required to do so by federal, state or local law.

4. To avert a serious threat to health or safety. We may use and disclose health information about you when necessary to prevent a serious and imminent threat to your health or safety or to the health or safety of the public or another person. Under these circumstances, we will only disclose health information to someone who is able to help prevent or lessen the threat.

5. Organ and tissue donation. If you are an organ donor, we may release your health information to an organ procurement organization or to an entity that conducts organ, eye or tissue transplantation, or serves as an organ donation bank, as necessary to facilitate organ, eye or tissue donation and transplantation.

6. Public health activities. We may disclose health information about you as necessary for public health activities including, for example, disclosures to:

- public health authorities for the purpose of preventing or controlling disease, injury or disability; or
- report vital events such as birth or death; or



- conduct public health surveillance or investigations; or
- report certain events to the Food and Drug Administration (FDA) or to a person subject to the jurisdiction of the FDA including information about defective products or medications; or
- notify consumers about FDA-initiated product recalls; or
- notify a person who may have been exposed to a communicable disease or who is at risk of contracting or spreading a disease or condition; or
- notify the appropriate government agency if we believe you have been a victim of elder/dependent adult abuse and/or neglect.

7. Health oversight activities. We may disclose health information about you to a health oversight agency for activities authorized by law. Oversight agencies include government agencies that oversee the health care system, government benefit programs such as Medicare or Medicaid, other government programs regulating healthcare, and civil rights laws.

8. Disclosures in legal proceedings. We may disclose health information about you to a court or administrative agency when a judge or administrative agency orders us to do so. We also may disclose health information about you in legal proceedings without your permission or without a judge or administrative agency order when we receive a subpoena for your health information.

9. Law enforcement activities. We may disclose health information to a law enforcement official for law enforcement purposes when:

- a court order, subpoena, warrant, summons or similar process requires us to do so; or
- the information is needed to identify or locate a suspect, fugitive, material witness or missing person; or
- we report a death that we believe may be the result of criminal conduct; or
- we report criminal conduct occurring on the premises of our facility; or
- we determine that the law enforcement purpose is to respond to a threat of an imminently dangerous activity by you against yourself or another person; or
- the disclosure is otherwise required by law.

We may also disclose health information about a client who is a victim of a crime, without a court order or without being required to do so by law. However, we will do so only if the disclosure has been required by a law enforcement official and the victim agrees to the disclosure or, in the case of the victim's incapacity, the following occurs: The law enforcement official represents to us that (i) the victim is not the subject of the investigation, (ii) an immediate law enforcement activity to meet a serious danger to the victim or others depends upon the disclosure, and (iii) we determine that the disclosure is in the victim's best interest.

10. Medical examiners or funeral directors. We may provide health information about our consumers to a medical examiner. Medical examiners are appointed by law to assist in identifying deceased persons and to determine the cause of death in certain circumstances. We may also disclose health information about our consumers to funeral directors as necessary to carry out their duties.

11. Military and veterans. If you are a member of the armed forces, we may disclose your health information as required by military command authorities. We may also disclose your health information for the purpose of determining your eligibility for benefits provided by the Department of Veterans



Affairs. If you are a member of a foreign military service, we may disclose your health information to that foreign military authority.

12. National security and protective services for the President and others. We may disclose health information about you to authorized federal officials for intelligence, counter-intelligence and other national security activities authorized by law. We may also disclose health information about you to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state or so they may conduct special investigations.

13. Inmate/probation clients. If you are an inmate or under the custody of a law enforcement official (i.e., on probation), we may disclose your health information to the correctional institution or law enforcement official.

14. Worker's Compensation. We may disclose health information about you to comply with Worker's Compensation laws.

III – USES AND DISCLOSURES OF YOUR HEALTH INFORMATION WITH YOUR PERMISSION

Uses and disclosures not described in Section II of this Notice of Privacy Practices will generally only be made with your written permission, called an “authorization.” You have the right to revoke an authorization at any time. If you revoke your authorization, we will not make any further uses or disclosures of your health information under that authorization, unless we have already taken an action relying upon the uses and disclosures you have previously authorized.

IV – YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION

These are your rights with respect to your health information:

1. Right to inspect and copy. You have the right to request an opportunity to inspect or copy health information used to make decisions about your care – whether they are decisions about your treatment or payments of your care. Usually, this would include clinical and billing records, but not psychotherapy notes.

You must submit your request in writing to our Privacy Officer at CARE Counseling Center, 15315 Magnolia Blvd, Suite 306 Sherman Oaks, CA 91403. If you request a copy of the information, we may charge a fee for the cost of copying, mailing and supplies associated with your request.

We may deny your request to inspect or copy your health information in certain limited circumstances. In some cases, you will have the right to have the denial reviewed by a licensed health care professional not directly involved in the original decision to deny access. We will inform you in writing if the denial of your request may be reviewed. Once the review is completed, we will honor the decision made by the licensed health care professional reviewer.

2. The right to amend. If you believe that there is some error in your health information or that important information has been omitted, you have the right to request that we correct the existing information or add the missing information. Your request and the reason for the request must be made in writing. You will receive a response within 60 days of our receipt of your request. We may deny your request if we find that the health information is: (a) correct and complete, (b) forbidden to be disclosed, (c) not part of our records, or (d) written by someone other than us. Our denial must be in writing and must state the reasons for the denial. It must also explain your right to file a written statement objecting to the denial. If you do not file a written objection, you still have the right to ask that your request and our denial be attached to any future



disclosures of your health information. If we approve your request, we will make the change(s) to your health information. (We are not obligated to delete any information, only add corrections or additions.) Additionally, we will tell you that the changes have been made, and we will advise all others who need to know about the change(s).

3. The right to an accounting of disclosures. You have the right to request a list of disclosures of your health information that we have made. The list will not include uses or disclosures to which you have already consented, i.e., those for treatment, payment, or health care operations, sent directly to you, or to your family; neither will the list include disclosures made for national security purposes, to corrections or law enforcement personnel. We will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list we give you will include disclosures made in the previous six years (if applicable) unless you indicate a shorter period. The list will include the date of the disclosure, to whom health information was disclosed (including their address, if known), a description of the information disclosed, and the reason for the disclosure. We will provide the list to you at no cost, unless you make more than one request in the same year, in which case we will charge you a reasonable sum based on a set fee for each additional request.

4. The right to request restrictions and confidential communications. You have the right to ask that we communicate with you about your health information only in a certain location or through a certain method. For example, you may request that we send the information to your work address rather than your home address, or that we use email instead of regular mail. We must agree to your request provided that we can give you the health information, in the format you requested, without undue inconvenience. You do not need to give us a reason for the request; but your request must specify how or where you wish to be contacted.

5. The right to get this notice by email. You have the right to get this notice by email. You have the right to request a paper copy of it, as well.

V – CONFIDENTIALITY OF SUBSTANCE ABUSE RECORDS

For individuals who have received treatment, diagnosis or referral for treatment regarding drug or alcohol use/abuse, the confidentiality of drug or alcohol use/abuse is protected by federal law and regulations. As a general rule, we may not tell a person outside the agency that you receive treatment for alcohol or drug use/abuse unless:

- you authorize the disclosure in writing; or
- the disclosure is permitted by a court order; or
- the disclosure is made to medical personnel in a medical emergency or to qualified personnel for research, audit or program evaluation purposes; or
- you threaten to commit a crime either at the agency or against any person who works for our agency.

A violation by us of the federal law and regulations governing drug or alcohol abuse is a crime. Suspected violations may be reported to the U.S. Attorney in the district where the violation occurs.

Federal law and regulations governing the confidentiality of drug or alcohol abuse permit us to report suspected child, elder, or dependent adult abuse or neglect under state law to appropriate state or local authorities.



Please see 42 U.S.C. § 290dd-2 for federal law and 42 C.F.R., Part 2 for federal regulations governing confidentiality of alcohol and drug abuse patient records.

VI – COMPLAINTS

If you believe your privacy rights have been violated, you may file a complaint with us or with the Secretary of the U.S. Department of Health and Human Services. To file a complaint with us, contact: Complaint Officer, CARE Counseling Center, 15315 Magnolia Blvd. Ste # 306, Sherman Oaks, CA 91403. All complaints must be submitted in writing. We will not retaliate against you for filing a complaint.

VII – CHANGES TO THIS NOTICE

Please note that we reserve the right to change the terms of this Notice and our privacy policies at any time as permitted by law. Any changes will apply to health information already on file with us. Should we make any significant changes to our policies, we will immediately change this Notice and post a new copy of it on our website www.CareBehaviorServices.com, and make it available from any of our Clinicians for your viewing. You may also request a copy of this Notice from us at any time.



Caregiver Responsibilities Agreement & Acknowledgments

All clients are expected to adhere to the CARE, Inc. agreements and will be asked to review and sign on date of entry into program and annually thereafter. Signatures are acknowledged on the annual sign off form, which includes the following:

- Parent Responsibilities Agreement
- Authorization to Release Information
- Client Grievance & Complaint Procedures
- Compliance with Non-Discrimination Laws & Regulations
- Cancellation Process
- Consent and Financial Responsibility
- General Liability and Damage Waiver
- Insurance Release Consent
- Limits of Confidentiality
- Parent Survey
- Parent Legal Decision-Making Authorization

Client Name: _____

By signing this, I acknowledge I have received, read, and understand CARE, Inc. Client/Caregiver Handbook and Caregiver Responsibilities Agreement; and as such, I agree to all requirements within. In addition, I give consent for my child, _____, to receive intervention and treatment services from CARE, Inc.

CARE, Inc. reserves the right to modify, change, add to any parts of this Client/Caregiver Handbook, including Caregiver Responsibilities Agreement.

Parent/Caregiver Name

Parent/Caregiver Signature

Date