



EMPLOYEE/CONTRACTOR HANDBOOK

Revised January 1, 2021
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Note:

This handbook's policy and procedures design is based off our local, state, federal, and AOBBs mental health employee's and independent contractors' professional expectations. This handbook represents all AOBB properties and staff.



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note: there are links for NC-DHHS and AOBB Website embedded in this PDF electronic copy.

WELCOME TO AOBB!

Dear Staff Member:

You and Array Of Brighter Beginnings, Inc. (AOBB) have made an important decision. The Company has decided you can contribute to our success, and you've decided that AOBB is the organization where you can pursue your career productively and enjoyably.

We believe you have made the right decision, one that will result in a profitable relationship. The minute you start working here, you become an integral part of AOBB and its future. Every job position in our company is important, and you will play a key role in the continued growth of our company.

As you will quickly discover, our success is based on delivering high quality products and providing unsurpassed customer service. How do we do it? By working hard, thinking about our consumers' needs, and doing whatever it takes. We do it by treating each other and consumers with respect. We do it by acting as a team and holding true to professionalism and our core values.

Our values is centered around a system of consumer positive support that reflects a commitment to individuals with disabilities and the quality of life available to them. We aim to help our consumers develop independence, productivity, social integration, and inclusion.

Should you have any questions concerning this handbook, your employment, classification, or benefits, please feel free to discuss them with your supervisor or manager.

Thank you for being apart of the AOBB Family!

Carlos Webb
Array of Brighter Beginnings, Inc. President

AOBB Staff and Stakeholders Terms

AOBB office staff, independent contractors, and stakeholders are identified as but not limited to the following throughout this handbook and other official AOBB documents and memos:

Supervisor or Management: Members

- Company President, Vice President, CEO
- Quality Professional (QP)
- Office Coordinator
- Office Director

Office Staff (W-2 and sometimes Independent Contactor)

- Office Manager
- Administrative Assistant
- Office Assistant
- Systems Administrator
- Etc.
- Training Staff (e.g., NCI, First Aid, MAR, etc.)

Direct Care Specialist (DCS) (Independent Contractors)

- Alternative Family Living (AFL) Provider
- Day Activity Provider
- B3 Respite Provider
- Etc.

Therapeutic and Clinical Staff

- Psychologist
- Therapist
- Social Worker
- Counselor
- Pharmacist
- Physician
- Nurse Practitioner
- Etc.

Stakeholder and Partners Examples

- Partners Health Management
- North Carolina Department of Health and Human Services (NC DHHS)
- Centers for Disease Control and Prevention (CDC)
- AOBB Board of Directors
- City Supporters (Charlotte, Statesville, Gastonia, and other surrounding communities)
- Etc.

Our Mission

Array of Brighter Beginnings is a culturally diverse Non-profit organization; that provides children, adolescent teens and adults with an array of possibilities and options; that will empower their future.

Philosophy

We are determined to assist individuals in obtaining a superior quality of life. Our ultimate goal is to promote self-respect, self awareness, education, dignity and personal choices with a mind- set to increase self-imagining. Our core values are providing extraordinary service regardless of an individual's emotional/behaviors, disability or state of mind.

Our goal is providing comprehensive and quality services that are designed to meet the specific needs of all individuals and families that we serve within the community.

About this Employee/Contractor Handbook

This Handbook is a guide to Array of Brighter Beginnings, Inc. (AOBB) employee and independent contractor's policies and procedures during your employment tenure. This hand book is for all full time and part time employees and independent contractors (e.g. Direct Care Specialist, AFL Providers, Physiologist, Therapist, Volunteers, Interns, etc.). Even though independent contracts are not classified as an employee he or she must adhere to all that applies to independent contractors. Independent contractors are subject to additional company policies, consult your contract agreement for additional information.

Confidentiality Agreement

Information that pertains to AOBB's business, including all nonpublic information concerning the company, its vendors, and suppliers, is strictly confidential and must not be shared with anyone not employed by AOBB. Staff members must adhere to all company policies, HIPPA laws/rules, the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), and NC Department of Health and Human Services (NC-DHHS).

Please help protect our consumers and company confidential information, which may include but not limited to: trade secrets, customer lists, and company financial information, and other information deemed confidential by AOBB and its owner by taking the following precautionary measures:

1. Discuss work matters only with other AOBB employees who have a specific business reason to know or have access to such information.
2. Not discussing work matters in public places or around consumers/clients information.
3. Monitoring and supervise visitors, insuring they do not have access to sensitive and company
4. Destroy hard copies of documents containing confidential information that is not filed or archived.
5. By securing confidential information in desk drawers and cabinets at the end of every business day.
6. By protecting all consumers notes, your staff book, and other documents via brief case, caring bag/case, etc. and not leaving confidential information in view sight at home, in your car, or any other open area.

Your cooperation is particularly important because of our obligation to protect the security of our clients and the company's confidential information. Use your own sound judgment and common knowledge, but if at any time you are uncertain about what information is classified as being confidential, please consult a AOBB supervisor or office personal.

Conflict of Interest

Employees and contractors must avoid any interest, influence, or relationship which might conflict or appear to conflict with the best interests of AOBB and its consumers. You must avoid any situation in which your loyalty may be divided and conflict with this company's behavior health and operations interest.

Examples of potential conflict situations include:

- 1 Having a financial interest in any business transaction with AOBB
- 2 Owning or having a significant financial interest in, or other relationship with, a AOBB competitor, customer, or supplier
- 3 Accepting gifts, entertainment or other benefit of more than a nominal value from an AOBB competitor, customer, or supplier.

Anyone with a conflict of interest must disclose it to management and remove themselves from negotiations, deliberations, or votes involving the conflict. However, you may, state your position and answer questions when your knowledge may be of assistance to AOBB.

Anit-Discrimination & Harassment Americans with Disabilities Act

It is AOBB's policy not to discriminate against qualified individuals with disabilities with regard to any aspect of their employment. AOBB is committed to complying with the American with Disabilities Act of 1990 and its related Section 504 of the Rehabilitation Act of 1973. AOBB recognizes that some individuals with disabilities may require accommodations at work. If you are currently disabled or become disabled during your employment, you should contact your manager to discuss reasonable accommodations that may enable you to perform the essential functions of your job. AOBB will make every effort to accommodate your disability.

Equal Opportunity Policy

AOBB provides equal opportunity in all of our employment practices and to all qualified employees and applicants without regard to race, color, religion, gender, national origin, age, disability, marital status, military status or any other category protected by federal, state and local and federal laws. This policy applies to all aspects of the employment relationship, including recruitment, hiring, compensation, promotion, transfer, disciplinary action, layoff, return from layoff, training and social, and recreational programs. All such employment decisions will be made without unlawfully discriminating on any prohibited basis.

Policy Prohibiting Harassment and Discrimination

AOBB strives to maintain an environment free from discrimination and harassment. We and stride to maintain an environment where employees treat each other with respect, dignity, and courtesy.

This policy applies to all phases of employment, including but not limited to recruiting, testing, hiring, promoting, demoting, transferring, laying off, terminating, financial transactions, granting benefits and during training and development efforts.

Prohibited Behavior

AOBB does not and will not tolerate any type of harassment of employees, applicants for employment, or our consumers/clients. Discriminatory conduct or conduct characterized as harassment as defined below is prohibited.

The term harassment includes, but is not limited to, slurs, jokes, and other verbal or physical conduct relating to a person's gender, ethnicity, race, color, creed, religion, sexual orientation, national origin, age, disability, marital status, military status or any other protected classification that unreasonably interferes with a person's work performance or creates an intimidating, hostile work environment.

Sexually harassing behavior in particular includes unwelcome conduct such as: sexual advances, requests for sexual favors, offensive touching, or other verbal or physical conduct of a sexual nature. Such conduct may constitute sexual harassment when it:

- 1 is made an explicit or implicit condition of employment
- 2 is used as the basis for employment decisions
- 3 unreasonably interferes with an individual's work performance, or
- 4 creates an intimidating, hostile or offensive working environment.

The types of conduct covered by this policy include: demands or subtle pressure for sexual favors accompanied by a promise of favorable job treatment or a threat concerning employment.

Specifically, it includes sexual behavior such as:

- 1 repeated sexual flirtations, advances or propositions
- 2 continued and repeated verbal abuse of a sexual nature,
- 3 sexually related comments and joking, graphic or
- 4 degrading comments about an employee's appearance
- 5 or displaying sexually suggestive objects or pictures
- 6 including cartoons and vulgar email messages, and
- 7 any uninvited physical contact or touching, such as patting, pinching or repeated brushing against another's body.

Such conduct may constitute sexual harassment regardless of whether the conduct is between members of management, consumers/clients, and staff employees, independent contractors, or non-employees conducting business with the company, regardless of gender or sexual orientation.

Harassment by Non-employees

AOBB will also endeavor to protect employees and independent contractors, to the extent possible, from reported harassment by non-employees in the workplace, including consumers/clients and suppliers.

Complaint Procedure and Investigation

Any employee who wishes to report a possible incident of sexual harassment or other unlawful

harassment or discrimination should promptly report the matter to your immediate supervisor. If that person is not available, or you believe it would be inappropriate to contact that person, contact Human Resources or Hub Office.

AOBB will conduct a prompt investigation as confidentially as possible under the circumstance. Employees who raise concerns and make reports in good faith can do so without fear of reprisal; at the same time employees have an obligation to cooperate with AOBB in enforcing this policy, investigating, and remedying all complaints.

Any employee who becomes aware of possible sexual harassment or other illegal discrimination against others should promptly advise the appropriate member of management.

Anyone found to have engaged in such wrongful behavior will be subject to appropriate discipline, which may include termination and possible legal actions.

Retaliation

Any employee who files a complaint of sexual harassment or other discrimination in good faith will not have a negative affect on his or her employment status. Likewise, any employee filing a complaint will not experience any retaliation or discharged due to a complaint.

In addition, AOBB will not tolerate retaliation from any employee placed in a leadership role that's responsible for receiving complaints from employees who, in good faith, cooperates in an investigation of a complaint. Anyone who engages in such retaliatory behavior will be subject to appropriate discipline, up to and including termination.

Training and Professional Development

AOBB will establish proper staff training and professional development for all employees and contractors concerning their rights, culture awareness, consumer and work safety, medical administration recorder (MAR), CPR and First Aid training, NCI, and other required training to work with consumers/client and sexual harassment and other discrimination information steps they can take to stop it.

Employment At-Will

AOBB employees both W2 employees and Independent Contractors. Unless expressly proscribed by statute or contract, your employment is "at will." The state of North Carolina is an At-Will state and all AOBB employees are at will employees and contractors. This means any paid worker may be terminated at any time and for any reason, with or without advance notice. Employees and contractors are also free to resign at any time during his or her employment or contacted assignment. Any employment relationship other than at-will must be provided in writing and signed by AOBB's owner and Carlos Webb, President or appointed supervisor.

Attendance & Punctuality

Every employee and independent contractor is expected to attend work, training and development meetings, and all other scheduled meetings regularly. This includes reporting to work and meeting with assigned consumers on time.

If you are unable arrive at work on time for any reason, telephone your supervisor as far in advance as possible. If you do not call in an absence in advance, it will be considered unexcused and will result in a write-up. All write-ups are filed in your employee file. This can lead to your employment and contract being terminated. Employees and contractors are required to submit times sheets and/or invoices

Unsatisfactory attendance, including reporting late or quitting early, may be cause for disciplinary action, up to and including discharge.

Flexible Work Hours & Telecommuting

The company has established a flexible work arrangement program for employees and independent contractors whose departments and jobs are suited.

With a manager's approval, you may be allowed to begin and end your workday earlier or later than established hours or to arrange to telecommute. To maintain a flexible work arrangement, employees must ensure business needs are met and adhere to attendance and punctuality policies.

If you wish to set up a flexible work arrangement, see your Supervisor, this arrangement may not apply to all staff members. Such arrangements may be established, changed, or discontinued at the company's discretion.

General Pay Information

Certain deductions will be made in accordance with federal and state laws, if applies.

In addition, the Company makes available certain voluntary deductions as part of the Company's benefits program. If an employee elects supplemental coverage under one of the Company's benefits plans, which requires employee contributions, the employee's share of the cost will be deducted from his or her check each pay period. If the employee is not receiving a payroll check due to illness, injury, or leave of absence, he or she will be required to pay the monthly cost directly to the company.

All independent contractors are responsible for his or her own employee contributions being that an independent contractor is a 1099 personnel.

Overtime

General

Because of the nature of work, employees and contractors may be asked to work overtime on weekends or holidays or additional hours during the regular workday. If asked, those individuals are expected to comply with such requests.

Overtime compensation is paid to all nonexempt employees at one and one-half times their straight time rate for all hours worked in excess of 40 hours per week. This normally applies to W-2 employees.

If you are nonexempt, you must receive authorization from your manager before working overtime. And after you have worked overtime, you must enter your overtime on a time-sheet by the end of the following work day.

Overtime pay is based on actual hours worked. Time taken for lunch or dinner is not included as time worked for purposes of computing overtime. Time off on holidays, sick leave, vacation leave, personal leave, training seminars or any leave of absence will not be factored in as hours worked, when calculating overtime.

Pay Schedule

Employees will be paid bi-weekly each month generally on the 15th and 30th. If the regular payday falls on a holiday, payday will be the last regular workday before the holiday. You pick up a pay scheduled from the office. The pay week starts at the beginning of your shift on Sunday and includes all work you perform up to the close of business on Saturday. All time sheets are due per each work/job or consumer/client service requirement. All times sheets must be submitted with all consumer reports.

A few additional facts about your pay:

- 1 You will receive your first week's wages at the end of the first workweek.
- 2 Any overtime earnings will be paid one week following the actual hours worked.
- 3 You can receive vacation pay in advance if you are taking five consecutive days, and that check will be distributed on the last payday preceding vacation. If applies, to receive pay advance you must notify your supervisor one week before your vacation begins so that a check can be prepared (*this does not apply to all paid workers and must be first approved by management if applies to your position*).
- 4 If a paycheck is lost or stolen, notify the Finance Department (supervisor) immediately.
- 5 **All independent contractors are paid only for completed work and proof that each job/task assignment is complete. This means, you must submit your correct completed consumer notes/MAR, and other progress reports and time-sheet together as scheduled by management. Your consumer's documentation and notes are apart of your contractual agreement and work/job obligations. All contractors must have MAR while working with consumers/clients.**

Performance Evaluations

Supervisors and employees are strongly encouraged to discuss job performance and goals informally any time.

Additional formal performance reviews are conducted to provide both supervisors and employees with the opportunity to discuss job tasks, to identify job related task challenges and setbacks, with supervisor's solutions, encourage and recognize strengths, and to discuss positive actions, along with purposeful approaches for meeting goals. These formal reviews will be conducted by your Supervisor or management team.

Performance Reviews and Salary Increases

Wage reviews are conducted for each employee, and salary increases are based on those reviews, as well as our profitability. However, an employee receiving a performance appraisal will not necessarily receive a salary increase.

Time Records

All non-exempt employees must keep accurate time records submitting a time record invoice or punching a time clock when entering or leaving the building, including coming and going during lunch periods. Tampering with, falsifying or altering time cards or punching another employee's time card will result in disciplinary action, up to and including discharge. Failing to record work time may also result in disciplinary action. All office staff is encouraged to take you lunch break before 2:00 pm and two 10-minute break through the day. Contractors are only paid for active time spent with consumers/client, not wait time. If you are unsure about what time is classified as paid and non-paid time check with your supervisor. For payroll purposes, time is rounded to the nearest half of an hour.

Conduct Standards

Conduct Standards & Discipline

ABB expects every employee to adhere to the highest standards of job performance and of personal conduct, including individual involvement with company personnel and outside business contacts.

The Company reserves the right to discipline, redirect, or discharge any employee for violating any company policy, practice or rule of conduct. The following list is intended to give you notice of our expectations and standards. However, it does not include every type of unacceptable behavior that can or will result in disciplinary action. Be aware that AOBBS retains the discretion to determine the nature and extent of any discipline based upon the circumstances of each individual case.

Employees may be disciplined or terminated for poor job performance, including, but not limited to the following:

- unsatisfactory quality or quantity of work
- repeated unexcused absences or lateness
- failing to follow instructions or Company procedures
- failing to follow established safety regulations
- inappropriate actions with or around consumers/clients
- unprofessional conduct at the office or while conducting company business

Employees may also be disciplined or terminated for misconduct, including, but not limited to the following:

- falsifying an employment application or any other company records or documents
- failing to record working time accurately or recording a co-worker's time-sheet/invoice
- insubordination or other refusal to perform
- using vulgar, profane or obscene language, including any communication or action that violates our policy against harassment and other unlawful forms of discrimination
- disorderly conduct, fighting or other acts of violence
- misusing, destroying or stealing company property or another person's property
- possessing, entering with or using weapons on company property
- **possessing, selling, using or reporting to work with alcohol, controlled substances or illegal drugs present in the employee's system, on company property or on company time, (i.e., in AFL home and around consumers)**
- violating conflict of interest rules
- misleading or taking advantage of consumers/clients or other employees

- disclosing or using confidential or proprietary information without authorization
- violating the Company's computer or software use policies, and
- being convicted of a crime that indicates unfitness for a job or presents a threat to the Company or its employees in any way.

Dress Policy

Appropriate office, consumer activities, meetings, and consumer home visits attire is required. Suppliers and customers visit our office and we wish to put forth an image that will make us all proud to be AOBB employees. Be guided by professional standards and appropriate work place attire. Specific standards may be required. All contractors are expected to dress neatly with good hygiene when working with consumers in the community and during home visits.

Business casual dress will be permitted on Fridays and business days that fall just before a holiday for office employees.

Drug and Alcohol Policy

AOBB strives to maintain a workplace free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. Misuse of alcohol or drugs by employees can impair the ability of employees to perform their duties, as well as adversely affect our customers' and customers' confidence in our company.

Alcohol: Employees are prohibited from using or being under the influence of alcohol while performing company business for AOBB, while operating a motor vehicle in the course of business or for any job-related purpose, or while on company premises or a worksite.

Illegal Drugs: AOBB employees are prohibited from using or being under the influence of illegal drugs while performing company business or while on a company facility or worksite. You may not use, manufacture, distribute, purchase, transfer or possess an illegal drug while in AOBB facilities, while operating a motor vehicle for any job-related purpose or while on the job, or while performing company business. This policy does not prohibit the proper use of medication under the direction of a physician; however, misuse of such medications is prohibited. AOBB employees and contractors are prohibited from any consumer medication at any time. This is against the law and will result in legal action, if reported.

Disciplinary Action: Employees who violate this policy may be disciplined or terminated, even for a first offense. Violations include refusal to consent to and comply with testing and search procedures as described.

Searches: AOBB may conduct searches for illegal drugs or alcohol on company facilities or worksites without prior notice to employees. Such searches may be conducted at any time. Employees are expected to cooperate fully.

Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee has violated this policy or when circumstances or workplace conditions justify such a search.

Personal property may include, but is not limited to, purses, boxes, briefcases, as well as any AOBB property that is provided for employees' personal use, such as desks, lockers, and files.

An employee or contractor's consent to a search is required as a condition of employment and the employee or contractor's refusal to consent may result in disciplinary action, including termination.

Drug Testing: AOBB may require a blood test, urinalysis, hair test or other drug or alcohol screening of employees and contractors suspected of using or being under the influence of drugs or alcohol or where other circumstances or workplace conditions justify such testing. The refusal to consent to testing may result in disciplinary action, including termination.

NC Registry: Any employee or independent contractor who violates AOBB's drug, confidentiality, ethical, or HIPAA policy may be placed on the NC Registry. The NC registry will prevent any person reported from working in the health filed profession.

Ethical and Legal Business Practices

AOBB expects the highest standard of ethical conduct and fair dealing from each employee, officer, director, volunteer, and all others associated with the Company. Our reputation is a valuable asset, and we must continually earn the trust, confidence and respect of our suppliers, members, consumers, and community.

This policy provides general guidance on the ethical principles that we all must follow, but no guideline can anticipate all situations. You should also be guided by basic honesty, good judgment, and respect towards others' perceptions and interpretations.

If you have any questions about this policy, consult your supervisor or manager. All concerns relating to this policy may be brought to the attention of the Carlos Webb, President or appointed supervisor for review, resolve, and for clarity.

You are expected to promptly disclose to management any conflict that may violate this policy. We will not tolerate retaliation or retribution against anyone who brings concerns or violations to management's attention.

Complying With Laws and Regulations: All our activities are to be conducted in compliance with the letter and spirit of all local, state and federal laws and regulations. You are charged with the responsibility of understanding the applicable laws, recognizing potential dangers, and knowing when to seek legal advice. Consult the laws and regulations established by AOBB and NC DHHS for further education.

Giving and Receiving Gifts: You may not give or receive money or any gift to or from a supplier, government official, consumers/clients, or other organization. Exceptions may be made for gifts that are customary and lawful, are of nominal value, and are authorized in advance. You may accept meals and refreshments if they are infrequent, are of nominal value, and are in connection with business discussions. If you do receive a gift or other benefit of more than nominal value, report it promptly to a member of management. It will be returned or donated to a suitable charity.

Reimbursement For Consumers and Other Items: If a consumer, guardian, or staff member gives office staff or contractors money to purchase items or for day activity activities, keep all receipts. No funds are reimbursements from the office unless approved by Carlos Webb. The office or management is not responsible for any reimbursement agreement between you, a consumer/client, or their guardian.

Employee Privacy and Other Confidential Information: ABB collects only personal information about employees that relates to their employment. Only people with a business-related need to know are given access to this information, and Carlos Webb, CEO must authorize any release of your information to others. Personal information, other than that required to verify employment or to satisfy legitimate investigatory or legal requirements, will be released outside the company only with employee approval. If you have access to any confidential information, including private employee and consumers/client information, you are responsible for acting with integrity. Unauthorized disclosure or inappropriate use of confidential information will not be tolerated.

Accounting and Financial Reports: Staff/contractors handling any accounting and financial reports of any kind must adhere to AOBB's accounting and financial policy. AOBB's financial statements, all books, and records on which they are based must accurately reflect the Company's transactions. All disbursements and receipts must be properly authorized and recorded. You must record and report financial information accurately. Reimbursable business expenses must be reasonable, accurately reported, and supported by receipts.

Those responsible for handling or disbursing funds must assure that all transactions are executed as authorized and recorded to permit financial statements in accord with Generally Accepted Accounting Principles.

Account and Customer Information: Employees and contractors are prohibited from distributing account, client, and/or customer information to anyone, in any form, except the named account holder, client/consumer or customer.

No employee or contractor is allowed to use clients/consumers personal information such as address, social security number, or any personal data for personal purchases or gain. All violators may be subject to legal actions.

Compliance: Employees who fail to comply with this policy will be disciplined, which may include a demand or reimbursement of any losses or damages, termination of employment and referral for criminal prosecution. Action appropriate to the circumstances will also be taken against supervisors or others who fail to report a violation or withhold relevant information concerning a violation of this policy.

Grievances: Employees are encouraged to bring concerns, problems, and grievances to management's attention. You are also obligated to report any wrongdoing of which you become aware to your manager or, if the situation warrants, to any AOBB office member, President/CEO, or supervisor.

Progressive Discipline: AOBB retains the discretion to reprimand its employees due to lack of policy compliance. Oral and written warnings is apart of our progressive discipline process for dealing with job-related behavior. Employees and Contractors that fail to meet AOBB's expected and communicated performance standards are subject to employment discharge or reprimand as appropriate under the circumstances.

Please note North Carolina is an at-will state and AOBB reserves the right to terminate any employee or revoke/terminate a contractor's contract whose conduct merits immediate dismissal without resorting to any aspect of the progressive discipline process.

Smoking Policy

Smoking is prohibited inside AOBB facilities.

All employees, clients, and other visitors are expected to comply with this policy, and employees who violate it may be disciplined.

Should you have a question, complaint or dispute about smoking in the workplace, contact Human Resources or an AOBB supervisor or manager.

Zero Tolerance for Workplace Violence

AOBB has a zero-tolerance policy concerning threats, intimidation, and violence of any kind in the workplace either committed by or directed to our employees and contractors. Staff who engage in such conduct will be reprimanded, up to and including immediate termination of employment.

Employees are not permitted to bring weapons of any kind onto company premises or to company functions. Any employee or contractor who is suspected of possessing a weapon will be subject to a search at the company's discretion. Such searches may include, but not be limited to, the employee's personal effects, desk, and workspace.

If an employee or contractor feels he or she has been subjected to threats or threatening conduct by a coworker, vendor, or customer/consumer, the employee should notify his or her supervisor or another member of management immediately. Employees will not be penalized for reporting such concerns.

Leave

Bereavement Leave

Full-time employees who have worked at AOBB for at least 90 days are permitted up to 2 consecutive days pay to attend the funeral of an immediate family member, which includes a spouse, child, brother, sister, parent or grandparent.

Eligible employees may be permitted 2-days unpaid for the death of a relative who is not an immediate member-including an aunt, uncle, nephew, niece, brother-in-law, sister-in-law or parent-in-law.

Your supervisor must approve all bereavement time, and the Company may request verification of the facts surrounding the leave and grant or deny the leave as deemed appropriate.

Bereavement leave will not be paid if it occurs when the employee is on vacation or leave of absence, absent due to illness or injury, or not working due to a paid holiday.

60-Day Leave Request (read page 18 concerning detailed sick and vacation leave information)

All workers must submit a 30 day leave request for vacation time, this will allow the office to find a temporary replacement while away.

Time Off To Vote

Employees who are eligible to vote but do not have sufficient time outside of regular working hours to vote in a statewide election, may request time off to do so. The time off will be with pay. Such time off will be granted at your supervisor's discretion.

AFL Provider, Day Activity (DCS), Respite, and Consumer 14-Day Notice:

If an AFL provider believes an assigned consumer is not a good fit living at his or her home, a 14-day notice must be submitted to the main office. Before coming to this conclusion we ask that all AFL providers offer the office an opportunity to help reconcile any and all conflicts with assigned consumers. This goes for all other DCS (day activity and respite) who believes their consumer is not a good fit. Additional support is available to help all DCS.

Employee Classification General Employment

Employees at AOBB are either full-time or part-time (W-2). The Company may on occasion hire temporary or seasonal employees, who will not generally be eligible for benefits.

Part-time employees work fewer than 30 hours per week. Unless specifically stated, part-time employees are not afforded any benefits other than wages; for example, they do not accrue benefits such as sick days, vacation days, and health insurance.

All other employees are full-time.

Your supervisor will verify whether you are a full-time or part-time employee, and also whether you are exempt or non-exempt. Exempt employees are not entitled to overtime under the Fair Labor Standards Act, while non-exempt employees can qualify for this pay.

Independent Contractor Classifications

Independent Contractors are W-9 staff members and may reference as workers, personnel, providers, or employee at times. Contractors are responsible making state and federal income tax from all checks at the end of each calendar year. Consult with an accountant for tax and other financial management suggestion. AOBB will not withhold social security and medicare taxes from contractor's paychecks. Contractors are not eligible to participate in any employee pensions, health benefits, vacation pay, sick pay, or other fringe benefit plan of AOBB. However, AOBB do partner with companies that offer various insurance and other benefits that may fit contractors' personal needs. Contractors are required to adhere to this handbook and all other local, state, federal, and AOBB policies and guidelines. For additional information consult your independent contractor agreement and other relevant documents.

Employee and Independent Contractor Records

General

An employee's and contractor's personnel file consists of the employee's employment application, withholding forms, reference checks, emergency information, and any performance appraisals, benefits data or other appropriate employment-related documents.

It is the employee's and contractor's responsibility to notify the Payroll Department or Human Resources of any changes in name, address, telephone number, marital status, number of dependents, military service status, beneficiaries or person to notify in case of an accident.

Misrepresentation of any fact which you have provided information for on your application, in your personnel file, or any other document is sufficient reason for dismissal. Personnel records are considered company property and are not available for review by employees.

Employment Files

An original personnel file consists of an employee's employment application, withholding forms, reference checks, emergency information and any performance appraisals, benefits data and other appropriate employment-related documents.

It is your responsibility to notify the Payroll, the Front Office, or Human Resources department of any changes in name, email address, resident address, telephone number, marital status, number of dependents, military service status, beneficiaries or person to notify in case of an accident.

You may be dismissed for misrepresenting any fact on your application or in your personnel file.

Personnel records are considered company property. You may review and make copies of your record in the offices after giving adequate notice. Letters of reference included in personnel records are excluded from copying.

Introductory (Probationary) Period

The first 90 days of employment (employees and contractors) start with an Introductory Period for both the employee and the AOBB. However, during and after this period, the work relationship will remain at-will.

This time period allows you to determine if you have made the right career decision and for AOBB to determine whether your initial work performance meets our needs. Your manager will monitor your work performance, attitude and attendance during this time, and be available to answer any questions or concerns you may have about your new job and position.

Benefits such as time off for vacation, personal days, sick days, or bereavement leave do not accrue during this period. The Introductory Period may be extended at management's discretion.

Job Postings & Promotion

AOBB has a job posting program to inform employees and contractors of available staff positions. Job openings are listed on the company website and on-line. AOBB will fill job vacancies whenever possible by promoting qualified employees from within the Company.

To apply for a posted position, a staff member must:

- have completed any mandatory Introductory Period at a satisfactory performance level
- meet the minimum requirements for the position
- not have received written correction counseling within the past 90 days; employees who have received a verbal warning may also be prohibited from applying, and
- willing to take required training or obtain required certifications, if needed

Employees interested in applying for a posted position should submit a memorandum with an updated resume to Human Resources indicating interest in the position. Qualified employees or contractors must inform their manager(s) that they have applied for a job with the company. Candidates will be evaluated on individual performance, conduct, experience, professionalism, and potential. Length of service, although considered, shall not be the sole determining factor in selecting candidates for a promotion.

ABB has the discretion to fill job vacancies from outside if we consider that circumstances call for outside recruitment.

Reference/Background Checks

AOBB conducts reference and background checks on all new employees and independent contractors. Employees or independent contractors who have falsified information on their employment applications will face appropriate reprimand, which could include termination. Applicants who have provided false information may be eliminated from further consideration for employment.

Termination, Resignation and Discharge

General

Unless expressly proscribed by statute or contract, employment with AOBB is on an "at-will" basis and may be terminated with or without cause or notice. Similarly, employees and contractors are free to resign or end their employment/contract at any time. If at any time it is necessary for an employee or contractor to resign his or her employment/position with the Company, AOBB requests at least a **two week notice**. Failure to provide notice may lead to forfeiture of accrued vacation or other benefits at the discretion of AOBB, if applies to your position.

Any employee who is discharged by AOBB shall be paid only wages accrued to the effective date of the separation. All company equipment and items must be returned before your last day. Failure to return company property may result in legal and/or other actions.

Safety & Emergency Protocol

Safety

AOBB is committed to maintaining a safe and healthy environment for all employees, contractors, visitors, and consumer/clients. Report all accidents, injuries, potential safety hazards, safety suggestions, and health and safety related issues immediately to your manager or Carlos Web, CEO/President.

If you, a consumer, or another employee is injured, contact your supervisor or manager immediately. Seek help from outside emergency response agencies, if needed. Contact information can be found on the company emergency list.

You must complete an **Employee's Claim for Worker's Compensation Benefits Form** if you have an injury that requires medical attention. If your inquiry does not require medical attention, you must still complete a **Supervisor and Employee Report of Accident Form** in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. You can obtain the required forms from Human Resources, company website

(<https://www.arrayofbrighterbeginnings.org>), or front office.  (Click here)

A federal law, the Occupational Safety and Health Act, requires that we keep records of all illnesses and accidents that occur on the job. OSHA also provides for your right to know about any health hazards which might be present on the job.

In addition, the state Workers' Compensation Act also requires that you report any illness or injury caused by the workplace, no matter how slight. If you do not report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits.

You can get the required reporting paperwork from Human Resources, company website, or AOBB's front office.

Consumer Transportation Safety and Auto Insurance

All employees and contractors must adhere to the AOBB consumer transportation safety and auto insurance policy. All employees and contractors must have active, up to date, and full coverage auto insurance on all vehicles that transport consumers/client. All employees and contractors are required to submit all updated auto policies into office. Your insurance must be current with full auto insurance coverage and no lapse during time of employment and contract. When transporting a consumer/client in your vehicle all consumers must ride in the back sit not directly behind you with sit belt fastened for safety reasons. Be sure to have all person items and objects remove with in arms reach while transporting consumers/clients. Keep you vehicle clean.

Emergency Measures (Inclement Weather)

We realize that bad weather or hazardous commuting conditions may occasionally make it impossible for employees to report to work on time.

However, you are expected to make a diligent effort to report to work when conditions have improved. If you determine that you are unable to report to work because of the conditions, inform your supervisor as soon as possible. Your absence will be charged to personal or vacation time.

Employee Benefits

If it becomes necessary to shut down the office due to weather or other emergency, every effort will be made to notify employees. If there is a question as to whether the office will open, call your place of work. If there is no answer within one hour after the normal start time, assume the office is closed. All independent contractors must contact his or her assigned consumer/client(s) of any attendance issues due to inclement weather. Office staff be required to work from home.

Worker's Compensation

AOBB provides insurance to compensate for any illness or injury an employee and contractor might suffer while working on company premises, traveling on official company business, or attending an activity officially sponsored by the Company. If you become ill or injured, please get medical attention at once.

You must also report the details to your supervisor immediately. Likewise, you must complete a report for every injury, no matter how small, to keep the coverage enforced and to get any benefits or other compensation to which you may be entitled.

Vacation, Holidays, and Time Off

AOBB observes the following holidays:

- New Year's Day
- Easter Holiday
- Memorial Day
- Independence Day
- Labor Day
- Juneteenth Day
- Thanksgiving and the day after
- Christmas and the day after

Other holidays not listed are observed here at AOBB. Staff will receive a notification for other holidays not listed above. Some staff such as AFL providers may need to celebrate holidays with their assigned consumer/client being that their consumer/clients live at their homes. All Staff providers must communicate one month in advance, if working with an assigned consumer/client conflict with a personal holiday or religious/spiritual holiday celebration or event.

You will be paid for these holidays if you:

- are a full-time employee who has worked at least 90 days at the Company, and
- have worked the full day before and the full day after the holiday, unless time off has been approved in advance as vacation or personal days.

Holidays that fall on a weekend will be observed either on a Friday or Monday. To avoid confusion, all holidays will be announced in advance.

Due to business needs, some employees may be required to work on company holidays. Your supervisor or manager will notify you if this may apply to you.

Sick Days. Full-time employees who have completed any mandatory Introductory Period are eligible to earn sick day credits not to exceed 7 paid sick days for the employment year.

You must use sick days by December 31, as they may not be carried over to the next calendar year-and you may not take the time as vacation.

To be eligible for a sick day, you must call in each day to your supervisor no later than 2 hours before your usual start time for work. If you do not call in, the absence will be considered unexcused and you will not be paid for it.

All full-time exempt employees are eligible to receive sick days at their supervisor's discretion.

AOBB reserves the right to request a doctor's certificate for any sick days requested. If such a certificate is requested and you cannot produce it, the absence may be considered unexcused, and you will not be paid for it.

Vacation. Only active, full-time employees are eligible for paid vacation, and all vacation must be earned before being taken. You may not substitute pay for unused vacation unless you have your supervisor's written approval. Should a Company holiday occur during your vacation, you may add an additional day, either at the beginning or end of the vacation period, with your supervisor's approval.

AOBB reserves the right not to approve a vacation request if it will interfere with Company operations or adversely affect coverage of job and staff requirements. Whenever possible, employees' requests for vacation will be accommodated, but where scheduling conflicts arise, seniority will prevail. Vacation time must be submitted 60 days before you vacation start.

COVID-19 and Vaccination. All independent contractors and employees are required to adhere to the most recent state and local COVID-19 and other virus and disease guidance put in place by the NC-DHHS. COVID-19 guidance changes from month to month and we ask all employees and contractors to stay up to date with all COVID-19 updates. AOBB strongly suggest the following:

- If you and/or consumer(s) long with their family are not vaccinated continue to wear a mask, stay 6-feet apart (social distance), and wash your hands/use sanitizer (all staff must keep hands clean with or without vaccination).
- While transporting consumers/client wear a mask (for those not vaccinated)
- When visiting the office wear a mask, if not vaccinated.
- Please read the NC-DHHS Guidance and check with the office for updates.
- AOBB dose not require employees to receive a vaccination but highly recommend getting the vaccination for your, other staff, and your consumer(s) and their family's safety.

AOBB September 2021 Update Handbook

Acknowledgment

Signature Page

Acknowledgment Of Receipt And Understanding

I acknowledge that I have received the **AOBB Employee/Contractor Handbook** and that I have read and understand the company's (AOBB) policies and procedure.

I understand that this Handbook represents only current policies, procedures, and benefits, and that it does not create a contract of employment. AOBB retains the right to change these policies and benefits, as it deems advisable.

Unless expressly proscribed by statute or contract, my employment is "at-will." I understand that I have the right to terminate my employment at any time, with or without cause or notice, and that the AOBB/Company has the same right. I further understand that my status as an "at-will" employee or contractor may not be changed except in writing and signed by the President of the Company or appointed representative.

I understand that all information and data presented during my employment/duties is proprietary to AOBB and accordingly. I agree to keep it confidential, which means I will not use it other than in the performance of my duties or disclose it to any person or entity outside the Company. I understand that I must comply with all provisions of the AOBB Handbook during my employment at AOBB. I also understand that if I do not comply with all provisions of this Handbook, my access to Company resources may be revoked, and I may be subject to disciplinary action up to and including employment/contract termination.

I understand that if I am an independent contractor, I am no exempt from the content presented in this hand book and this handbook is an extension to my contract agreement and other related documents.

contractor sign here only

I further understand that I am obligated to familiarize myself with the AOBB's safety, health, and emergency procedures as outlined in this Handbook or in other employment and stakeholders' documents.

Providing better tomorrow **Employment Status**

Signature

Date Employee Independent Contractor

Please Print Name

Array of Brighter Beginnings



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Consumer Handbook

301 McCullough Drive Suite 400
Charlotte, NC 28262
Ph: 980-216-6899
Fax: 704-909-2725

813A S. Oakland Street
Gastonia, NC 28054
Ph: 704-215-6896
Fax: 704-671-2694

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Array of Brighter Beginnings

Our Mission

Array of Brighter Beginnings is a culturally diverse Non-profit organization; that provides children, adolescent teens and adults with an array of possibilities and options; that will empower their future.

Our Philosophy

We are determined to assist individuals in obtaining a superior quality of life. Our ultimate goal is to promote self-respect, self-awareness, education, dignity and personal choices with the mind- set to increase ones self-imagining. Our core values are providing extraordinary service regardless of an individual's emotionaf/behaviors, disability or state of mind.

Our goal is providing comprehensive and quality services that are designed to meet the specific needs of all individuals and families we serve within the community.

Array of Brighter Beginnings

INTRODUCTION

Welcome to Array of Brighter Beginnings Inc. We provide Counseling, SA/OP, Tutoring, Job Training, Mentoring, Self Imaging, Life Skills, Performing Arts and Physical Enrichment.

This handbook is designed to provide our individuals and their families with information related to services, rights, responsibilities, and the grievance or complaint processes. This handbook lists and defines your rights so that you will know and understand them as services are provided. If you have any questions about the contents of this handbook, please let any staff member know and they will assist you in answering your questions.

ABB, is dedicated to ensuring that all individuals are provided a safe, secure and confidential environment while receiving services. At your first appointment, a staff member of ABB will sit down with you and your family, will listen to what you and your family want, will seek to understand what you and your family feel is important, and with your help, will design a plan to meet those needs. It will be your plan and you will have the responsibility of making sure your plan is followed. At any time in the course of receiving services, you have the right to voice your concerns if your plan is not being followed. We ask you first to voice concerns with your qualified instructor, but if you feel uncomfortable doing so, you may use grievance process as described in this handbook.

For your convenience, we have listed our address and important telephone numbers on the last page of this handbook, including our emergency number available 24 hours, 7 days a week.

PAYMENT FOR SERVICES

As an individual participating in ABB program you have the right to know the cost of services. Fees for any service will be discussed with you at your first visit. You will be asked a series of questions regarding insurance, payments, income, etc. These questions will help you determine the best way to pay for your services. Please always make sure we are aware of any changes to your family, job, income, or insurance status. If you decide to participate in any ABB services, we accept the following: Paypal, Visa, Mastercard, Check, Money Order, or American Express.

SUBJECT: CLIENT'S RIGHTS NOT COVERED BY RULES

POLICY

It is the policy of Array of Brighter Beginnings to assure basic human rights to each client of its facility. These rights include the right to dignity, privacy, human care, and freedom from mental and physical abuse, neglect, and exploitation. Staff and visitors must respect people's privacy. Array of Brighter Beginnings will assure to each client the right to live as normally as possible while receiving care and treatment. In fact, we assess the consumers' abilities to exercise their rights, especially those rights that are most important to them when developing their person centered plan by addressing with the consumers their civil and legal rights and personal freedoms to include, but not limited to the ability to do the following:

move freely

manage money

send and receive mail privately

make and receive telephone calls and use other means of communication privately

have a place and the opportunity to be by themselves during the day

Continuous training is provided to staff on encouraging people to exercise rights that are important to them and to expose consumers to the areas in which they live, work and play. In addition, staff is trained to encourage consumers and provide them with far beyond what is needed support them to advocate for themselves by making decisions and choices to improve their own quality of life by choosing their goals and services, including where they work and where and with whom they live.

Support staff must demonstrate respect for people's privacy when providing needed supports for dressing and personal hygiene and when entering people's rooms. Array of Brighter Beginnings is adamant about providing supports to consumers beyond the extent needed.

It is further the policy of Array of Brighter Beginnings that each client who is receiving services has a right to treatment, including access to medical care and habilitation, regardless of age or degree of mental illness, developmental disabilities, or substance abuse. Each client has the right to an individualized written treatment or habilitation plan setting forth program to maximize the development or restoration of his capabilities. Each consumer will have sufficient professional and direct support staff to provide needed services and supports in accordance with their plans.

Array of Brighter Beginnings

Restriction of Rights

Some rights may be restricted ONLY IF certain procedures are followed. Certain rights can be limited or restricted by the qualified professional responsible for the formulation of your proposed goals.. If a right is to be restricted, a written statement will be placed in the individual's record indicating detailed reason for the restriction. This restriction is effective for no more than 30 days. An evaluation of each restriction will be documented in the record. Restriction on rights will be renewed only by s written statement by the qualified professional at least every seven days, at which time the restriction may be removed. The parent/legal guardian will be notified of each instance of an initial restriction or renewal of a restriction of rights and the reasons. This notification will be documented in the record.

Suspension and Expulsion

Each individual served by ABB shall be free from unwarranted threat or fear of suspension or expulsion.

Individuals will only be expelled from services when the agency no longer meet the individual's needs or guarantee their safety. The following will be documented following any suspension/expulsion:

A discharge plan, if any; efforts by the staff to identify an alternative service to meet the individual's needs and designation of such services; and the specific time and conditions for resuming services following a suspension.

Search and Seizure

Each individual will be free from unwarranted invasion of privacy. If staff of ABB has reason to believe that an individual has in his/her possession a weapon or illegal item, they will first ask the individual to voluntarily relinquish the item(s). If the individual refuses, the Director or a qualified professional may authorize a search. In the case of a minor, the legal guardian will be contacted. If the legal guardian cannot be reached, the qualified professional may authorize the search. The legal guardian must be notified as soon as possible. Illegal items will be turned over to the proper law enforcement agency and weapons will be given to the legal guardian. Every search and seizure will be documented. The uses of the search procedure shall be subject to internal and external individuals rights review. If you need further information, please check with your qualified professional.

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Discipline

The professional staff of ABB is trained in behavior techniques that include positive reinforcement, redirection, conflict resolution and rewards. A child with a consistent behavioral problem who is not responding to his or her counselor or who exhibits extreme or dangerous behavior will be sent to the Program Director, who will notify the child's parents and/or guardians with a Behavior Report. In extreme cases of behavior such as running away, fighting, extreme disruption, stealing, threats of violence, or destruction of school property, the parent and/or guardian may be called to pick up their child immediately and the child may be immediately suspended or dismissed from the program.

If the problem persists, a parent/guardian conference will be scheduled at which the areas of concern will be discussed and the steps which will be taken to help improve your child's behavior. If the situation does not improve, the child may be suspended. Four Behavior Reports will result in dismissal from our program.

Restrictive Intervention:

Treatment given to you should be consistent with basic human rights of dignity, privacy, and humane care. Situations may arise during the course of services in which emergency restrictive interventions (i.e. physical restraint) are necessary to ensure the safety of individuals, employees and others. Emergency restrictive interventions will ONLY be utilized when an individual presents an imminent danger to him/herself or others or when substantial property damage is occurring. In EVERY instance where it is possible, less restrictive interventions will be used prior to the use of restrictive interventions. These interventions will only be used as a last resort and never as a means of punishment, coercion, retaliation, or staff convenience. Restrictive interventions will not be used in a manner that causes harm or abuse. Staff that have been trained and certified in these interventions will only utilize restrictive interventions. Every time a restrictive intervention is utilized, documentation is completed and reviewed by the Co-Executives and ABB Administrator. This documentation is also forwarded to the parent/guardians immediately or within 24 hours for review and oversight.

YOUR RESPONSIBILITIES

While participating in program, ABB ask you to:

- *Respect the rights and property of others.*
- *Follow the rules established by ABB.*
- *You will be informed of these rules and will be given a specific copy.*
- *Keep all scheduled appointments or call at least 24 hours in advance to cancel.*
- *Ask questions about the benefits and potential risks of services you receive, and*

[Return to the "Discipline" page of the website.](#)

Array of Brighter Beginnings

- *Be involved in developing and reviewing intended goals.*
- *Respect the confidentiality of any persons you may see while receiving your services.*
- *Work with your instructors to meet the goals you have established.*
- *Let your needs be known.*
- *Follow the grievance procedure when you are dissatisfied with services.*
- *Not engage in any illegal activities.*
- *Let us know if you have moved so we may update your contact information.*
- *Participate in designated events.*

INFORMED CONSENT

Before services are provided, an individual agreement will be made. You must be provided all the information you need, in a language that you understand, so you can make an "informed choice" about the services being offered to you. If you agree, then you will be asked to sign the Consent Form for Treatment provided by ABB.

RIGHT TO CONFIDENTIALITY

Except as provided in GENERAL STATUTE 132-5, confidential information acquired in attending or treating is not a public record under Chapter 132 of GENERAL STATUTE. Array of Brighter Beginnings staff having access to confidential information acquired shall not be disclosed. Except as provided in G.S. 122C-53-56 each consumer has the right that no confidential information acquired be disclosed by Array of Brighter Beginnings Inc.

No provision permitting disclosure of confidential information may apply to the records of a client when federal statutes or regulations applicable to the client prohibit the disclosure of this information. Except as required or permitted by law, disclosure of confidential information to someone not authorized to receive the information is a Class 3 misdemeanor and is punishable only by a fine, not to five hundred dollars (\$500.00)

EXCEPTIONS: CLIENT

Array of Brighter Beginnings may disclose confidential information if the client or his legally responsible person consents in writing to the release of information to a specified person. This release is valid for a specified length of time and subject to revocation by the consenting individual. Array of Brighter Beginnings may disclose the fact of admission into program or discharge of a client to the client's next of kin whenever the responsible professional determines that the disclosure is in the best interest of the client.

Upon request a client shall have access to confidential information in his client record except information that would be injurious to the client's physical or mental well-being as determined by the attending physician or, if there is none, by the Array of Brighter Beginnings director or his designee. If the attending physician or, if there is one, Array of Brighter Beginnings director or his designee has refused to provide confidential information to a client, the client may request that the information be sent to a physician or psychologist of the client's choice, and in this event the information shall be so provided.

Upon request the legally responsible person of a client shall have access to confidential information in the client's record; except information that would be injurious to the client's physical or mental well-being as determined by the attending physician or, if there is one, the director, or designee of designee. If the attending physician or, if there is none, the director, or designee

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has refused to provided confidential information to the legally responsible person, the legally responsible person may request that the information be sent to a physician or psychologist of the legally responsible person's choice and this event the information shall be so provided. Array of Brighter Beginnings Inc., advocate for client shall safeguard client's confidential information.

ADVOCATES: individuals with mental illness, developmental disabilities, addiction disorders.

An internal client advocate shall be granted, without the consent of the client or his legally responsible person, access to routine reports and other confidential information necessary to fulfill his monitoring and advocacy functions. In his role, the internal client advocate may disclose confidential information received to the client involved, to his legally responsible person, to Array of Brighter Beginnings director or his or her designee, to other individuals within the facility who are involved in the treatment or habilitation of the client, or to the Secretary in accordance with the rules of the commission. Any further disclosure shall require the written consent of the client and his legally responsible person. An external client advocate shall have access to confidential information only upon the written consent of the client and his legally responsible person. In this rule, the external client advocate may use the information only as authorized by the client and his legally responsible person.

In accordance with GENERAL STATUTE 122C-205, Array of Brighter Beginnings will notify the appropriate individuals upon the escape from and subsequent returns of clients to a 24-hour facility. Upon the request of (i) a client who is an adult and who has not been adjudicated incompetent under Chapter 35, or former Chapters 33 or 35 of the GENERAL STATUTE, or (ii) the legally responsible person for any other client, Array of Brighter Beginnings will disclose to attorney confidential information relating to client.

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CONFIDENTIALTY

Medical records, treatment plans and any other information about you (including what you say or share) must be kept private and cannot be shared without your permission except as allowed by state and federal law (examples are listed below). However, it is very important for your treatment to be coordinated with other professionals that might be working with you, such as your school professionals or even state agencies. Should it be necessary to release information about you, the reason will be fully explained and you will be asked to sign an authorization to release confidential information.

By law, there are some situations when information about you may be share without your permission. These include:

To report suspected abuse, neglect or exploitation of a child, disabled, or elderly adult;

If you bring legal action that in some way relates to your treatment;

If a physician or health provider who is providing emergency medical services to you determines that you are in need of treatment;

To coordinate your care with other area or state facilities when it has been determined that closure of information is needed to ensure appropriate and effective care;

If a responsible professional determines you are in imminent danger of hurting yourself or others or if there is the likelihood that you may commit or have threatened to commit a crime;

If your medical records must be reviewed or audited to abide by government or area authority regulations, including but not limited to clinical supervision;

To report a communicable disease;

If you been assigned a legal guardian or someone has been appointed to have power or attorney over your affairs, that person may authorize release of information on your behalf;

If you are an inmate with the Department of Corrections and it has been determined that you are in need of treatment;

If the court orders that we disclose information in a legal action brought against you.

In addition to your right to confidentiality, you also have the right to access your records. If you wish to request access to your records, you are asked to submit a written request to the Co-Executives. Release will be granted based upon legitimate need and benefit to you or your family. A qualified instructor shall be made available to interpret and explain information released.

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CLIENT GRIEVANCE POLICY

It is the policy of Array of Brighter Beginnings to provide an internal system for the review of client comments, complaints and grievances.

PURPOSE

The purpose for this policy is for Array of Brighter Beginnings staff to encourage clients to express their concerns freely.

PROCEDURE

If a client or guardian has any questions, comments or complaints about the services of Array of Brighter Beginnings, they are to contact the Operations Manager.

Contact with the Operations Manager can be in written (Client Concerns Form) or oral format. Services will not be diminished or discontinued because there has been a registered complaint. The complaint will be investigated within 72 hours of receipt.

Within fifteen (15) days a letter will be sent to the person with the complaint, grievance and/or comment advising of the findings or the action taken to correct the problem.

The final step will be the review by the CEO of Array of Brighter Beginnings and the Client Rights Committee. If there is no resolution to the identified concern(s), the client or guardian may also contact Gaston County LME at 877-464-1454 or the Governor's Advocacy Council for Person's with Disabilities (GACPD) at 1-800-821- 6922.

Array of Brighter Beginnings staff will provide client with a telephone number to report complaints or concerns about services provided by the agency as part of the admission process.

*Array of Brighter Beginnings staff members will:
listen to concerns expressed by clients.*

*Encourage clients to contact the CEO/Operations Manager to discuss concerns
Relay information regarding expressed client concerns to the President/CEO*

Array of Brighter Beginnings

Array of Brighter Beginnings will investigate all complaints from clients and/or families. The Client Rights Committee and/or CEO will review and report all client concerns and initiate a problem-solving process to deal with the concern(s) or complaint(s) as follows:

*Inform the client that their concern(s) have been received and is being reviewed.
Discuss with the client the exact nature of the concern(s).*

*Identify the possible causes of the client's concern(s).
Plan and implements an appropriate corrective action.
Evaluate and implement an appropriate corrective action.
Inform the client of the corrective action taken to resolve the concern(s).
Documents the concern(s) and the resolution of the complaint in administrative records.*

Problems identified as client complaints/concern(s) are referred to the CEO, or other designated individual for consideration as a continuous or special quality management activity.

Array of Brighter Beginnings Client Rights Committee will review documentation of client complaints/concern(s) and the resolution to determine if there are any patterns that indicate changes that they need to make in policies to prevent future complaints/concerns).

Array of Brighter Beginnings will maintain a permanent record of the client's grievance.

Array of Brighter Beginnings

Important Numbers

<i>Charlotte Office</i>	<i>980-216-6899</i>
<i>Gastonia Office</i>	<i>704-215-6896</i>
<i>LME (Partners)</i>	<i>877-864-1454</i>
<i>After-Hours and Emergency</i>	<i>704-444-2400</i>
<i>Mobile Crisis</i>	<i>704-566-3410</i>
<i>National Crisis Hotline</i>	<i>800-999-9999</i>
<i>National Suicide Prevention</i>	<i>800-273-TALK</i>
<i>Crisis Hotline for Physically and Mentally Challenged</i>	<i>800-426-4263</i>
<i>Mental Health Crisis Hotline</i>	<i>800-222-8220</i>
<i>Grief Recovery Hotline</i>	<i>800-445-4808</i>
<i>National Victim Center</i>	<i>800-394-2255</i>
<i>Domestic Violence Emergency Hotline (24Hrs)</i>	<i>800-799-7233</i>
<i>DSS Child Abuse and Neglect Hotline (24hrs)</i>	<i>704-336-2131</i>
<i>DSS Emergency Adult Protective Service</i>	<i>704-336-4812</i>
<i>National Sexual Assault Hotline</i>	<i>800-656-4673</i>
<i>Gaston Memorial Hospital</i>	<i>704-834-2000</i>
<i>Carolina Healthcare System</i>	<i>704-342-1143</i>
<i>NC Disability Rights</i>	<i>877-235-4210</i>

ATRIUM (CMS)

BEHAVIORAL HEALTH

CRISIS LINE # IS :

704-444-2409

Array of Brighter Beginnings, Inc.

Consumer's Handbook Acknowledgement and Agreement Form

I, _____, have received and gone over a copy of the AOBB, Inc.'s Consumer Handbook from Array of Brighter Beginnings, Inc. I do understand that if I have any questions about the content in this consumer handbook, I am able to speak with my assigned QP or office staff member for clarity or assistance with my questions or concerns relating to this consumer's handbook. I agree to help my consumer understand and follow this handbook to the fullest while in my care. I do understand a copy of this handbook can be found on the arrayofbrighterbeginnings.org website.

Staff Signature

Date

Office Representative/QP Signature

Date