

Student Name: _____
 Supervisor Name: _____
 Location/Program: _____

A completed **Student and Volunteer Identification Record** must be submitted to Vounteer@prototypes.org prior to submitting the following documentation. Please email 'Volunteer' if you have any questions regarding this process.

Must be completed <u>prior</u> to the student's first day	Done
1. Student and Volunteer Identification Record <i>(this is a separate form to be completed by the supervisor)</i>	<input type="checkbox"/>
2. Live Scan with Clear Results <i>(page 3)</i>	<input type="checkbox"/>
3. TB Test with Clear Results <i>(page 4)</i>	<input type="checkbox"/>

Must be completed / provided by the <u>end</u> of the student's first day <i>All documentation must be received in order to initiate IT access for the student.</i>	Done
4. Volunteer Agreement and Release from Liability <i>(page 5)</i>	<input type="checkbox"/>
5. Educational Verification Consent Form <i>(page 6)</i>	<input type="checkbox"/>
6. Emergency Contact Information <i>(page 7)</i>	<input type="checkbox"/>
7. Ethical Code of Conduct <i>(page 8)</i>	<input type="checkbox"/>
8. Confidentiality Agreement <i>(page 11)</i>	<input type="checkbox"/>
9. Mandatory Reporting for Child Abuse and Elder/Dependent Abuse Acknowledgment <i>(page 20)</i>	<input type="checkbox"/>
10. Baby Safe Surrender Acknowledgment <i>(page 25)</i>	<input type="checkbox"/>
11. Sexual Harassment Acknowledgment <i>(page 26)</i>	<input type="checkbox"/>
12. Unlawful Harassment Acknowledgment <i>(page 33)</i>	<input type="checkbox"/>
13. HIPAA Acknowledgment <i>(page 34)</i>	<input type="checkbox"/>
14. Use of Technology Policy Acknowledgment <i>(page 40)</i>	<input type="checkbox"/>

The following information is required if the student will be driving for agency business <i>If you marked "No" for driving on the Student Identification Record, these items are not required. If the student does not have a valid CA Driver's License and/or proof of automobile insurance, contact HR immediately.</i>	Done
15. DMV Employer Pull Notice Authorization Form <i>(page 41)</i>	<input type="checkbox"/>
16. Personal Vehicle Usage Waiver <i>(page 52)</i>	<input type="checkbox"/>
17. Proof of Automobile Insurance <i>(with <u>student's name</u> and effective dates clearly identified on the policy)</i>	<input type="checkbox"/>
18. Photo copy of a Valid California's Driver's License (Class C)	<input type="checkbox"/>



To: Prototypes' Students and Volunteers
 From: Human Resources
 Subject: List of Facility and Procedures for Fingerprinting

Enclosed you will find a partially completed "Request for Live Scan Application" and a list of approved facilities. In order to ensure a smooth fingerprinting process, please follow the procedures defined below:

- **Complete the Request for Live Scan Application** with your identifying information.
- **Call ahead** to make your appointment, confirm the facility, fees and type of payment accepted.
- **Bring the Live Scan Application** with you at the time of fingerprinting.
- **Bring exact amount of processing fees** (\$15.00 to \$35.00 depending on location). Processing fees will be paid out of pocket by student/volunteer.
- **Bring a picture ID** (Driver's License, state ID or Passport) at the time of fingerprinting.
- **Request your receipt** from the fingerprinting agency
- **Return second copy of the Live Scan Application** to Supervising Employee

Facilities

American Live Scan 3540 Wilshire Blvd. Suite #322 Los Angeles, CA 90010 Phone Number: (213) 386-1038 Days/Hours Open: Monday – Friday, 8:00 AM – 6:00 PM Saturday, 9:00 AM – 3:00 PM Fee: \$20.00	Cal-Poly Pomona Univ. Police Department 3801 W. Temple Ave. Bldg. #91 Pomona, CA 91768 Phone Number: (909) 869-6738 Days/Hours Open: By Appointment ONLY Monday – Friday, 8:30 AM – 4:30 PM Fee: \$15.00
City of La Verne Police Department 2061 Third Street La Verne, CA 91750 Phone Number: (909) 596-1913 Days/Hours Open: Tuesdays ONLY, 12:00 PM – 8:00 PM Fee: \$20.00	Claremont Police Department 570 W. Bonita Ave. Claremont, CA 91711 Phone Number: (909) 399-5411 Days/Hours Open: By Appointment ONLY Fee: \$15.00 - \$35.00
Identix ID Services 211 Ventura Boulevard Oxnard, CA 93036 Phone Number: (800) 315-4507 Days/Hours Open: By Appointment ONLY Monday & Wednesday, 9:00 AM – 4:00 PM Fee: \$18.00	Pasadena City College Community Center 3035 Foothill Blvd. Pasadena, CA 91106 Phone Number: (626) 585-7986 Days/Hours Open: Walk-in Monday – Friday, 8:00 AM – 6:45 PM Saturdays, 9:00 AM – 4:45 PM Fee: \$15.00

This procedure is done by: First come, first served basis; the earlier you arrive the better because there can be up to a 2-hour wait.

If you have any questions, please contact Human Resources at (213) 542-3852

REQUEST FOR LIVE SCAN SERVICE

BCII 8016 (3/07)

Applicant Submission

ORI: _____ Type of Application: _____
Code assigned by DOJ
 Job Title or Type of License, Certification or Permit: _____

Agency Address Set Contributing Agency:

_____ Mail Code (five-digit code assigned by DOJ) _____
Agency authorized to receive criminal history information

 Street No. Street or PO Box Contact Name (Mandatory for all school submissions)

 _____ () _____
 City State Zip Code Contact Telephone No.

Name of Applicant: _____
(Please print) Last First MI

Alias: _____ Driver's License No: _____
 Last First

Date of Birth: _____ Sex: Male Female Misc. No. BIL - _____
Agency Billing Number

Height: _____ Weight: _____ Misc. Number: _____

Home Address: _____
 Eye Color: _____ Hair Color: _____

Street No. Street or PO Box

Place of Birth: _____

City, State and Zip Code

Social Security Number: _____

Your Number: _____
OCA No. (Agency Identifying No.)

Level of Service: DOJ FBI

If resubmission, list Original ATI Number: _____

Employer: (Additional response for agencies specified by statute)

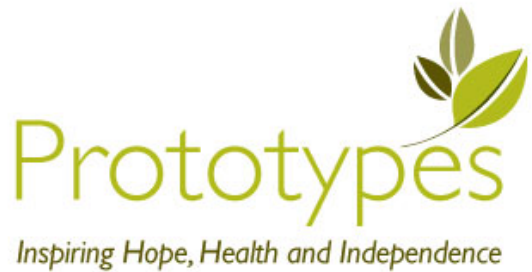
Employer Name _____

 Street No. Street or PO Box Mail Code (five digit code assigned by DOJ) _____

 City State Zip Code Agency Telephone No. (optional)

Live Scan Transaction Completed By: _____ Name of Operator _____ Date _____

Transmitting Agency _____ ATI No. _____ Amount Collected/Billed _____



TB Skin Test Clearance Form

Date of Test:	
Employee Name:	

√ Location of Test: Left Arm () Right Arm ()

Test Given By: _____
Signature of Medical Provider

Date of Results:	
------------------	--

√ Test Results: Negative () Positive ()

Results Read By: _____
Signature of Medical Provider



Volunteer Agreement and Release from Liability

1. I, _____, agree to work for Prototypes as a volunteer on/in

[Indicate project or program]

2. As a volunteer, I understand that I control the dates and times when I do the work, and that Prototypes is not responsible for scheduling my volunteer work.

3. I am aware that participation as a volunteer may require periods of sitting, standing, lifting and carrying up to 40 pounds and will require the exercise of reasonable care to avoid injury. I am voluntarily participating in this activity with knowledge of the hazards and potential dangers involved and agree to accept any and all risks of personal injury and property damage.

4. As consideration for volunteering for Prototypes, I hereby agree that I, and my assignees, heirs, guardians, and legal representatives, will not make a claim against or sue Prototypes or its employees, agents or contractors for injury or damage resulting from the negligence, whether active or passive, or other acts, however caused, by any of its officers, employees, agents, or contractors of PROTOTYPES as a result of my volunteering. I HEREBY RELEASE AND DISCHARGE PROTOTYPES AND ITS OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS FROM ALL ACTIONS, CLAIMS, OR DEMANDS THAT I, MY HEIRS, GUARDIANS, AND LEGAL REPRESENTATIVE NOW HAVE OR MAY HAVE IN THE FUTURE FOR INJURY OR DAMAGE RESULTING FROM MY PARTICIPATION IN THE PROJECT.

5. I UNDERSTAND THAT IF I AM INJURED IN THE COURSE OF THE PROJECT, THAT I AM NOT COVERED BY PROTOTYPES WORKERS' COMPENSATION PROGRAM. I authorize Prototypes to seek on my behalf emergency medical treatment in case of injury, accident or illness to me arising from my involvement as a volunteer. I understand that I will be responsible for medical costs incurred by such accident, illness or injury.

6. I understand that the materials and tools provided by Prototypes are and remain the property of Prototypes, and I agree to return these tools and any remaining materials to Prototypes at the end of my volunteer service.

7. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND I SIGN IT OF MY OWN FREE WILL.

VOLUNTEER SIGNATURE

DATE

If volunteer is under 18 years of age, parent or guardian must read and sign the following:
This release, its significance, and assumption of risk have been explained to and are understood by the minor.

SIGNATURE OF PARENT OR GUARDIAN

DATE



Educational Verification Check Consent Form

This consent serves as notification that a report will be requested by ReferencePro, LLC, a business associate of Prototypes, verifying your educational background. The primary objective of obtaining this report will be to verify information you provided in your Student/Volunteer Packet in connection with your internship with Prototypes.

ACKNOWLEDGMENT AND AUTHORIZATION

I acknowledge the Educational Verification Check Consent Form and certify that I have read and understand it. I hereby authorize the obtaining of educational background information by Prototypes at any time after receipt of this authorization and throughout my internship, if applicable. To this end, I hereby authorize, without reservation, any institution, school or university (public or private) to furnish any and all background information requested by ReferencePro, LLC, their agents, and/or Prototypes itself. A photocopy of this document may be substituted for the original.

I affirm that the information provided on the attached form is true and accurate to the best of my knowledge.

Print Your Name _____

Signature _____ Date _____

For Educational Verification:

Highest Level of Education Achieved and Degree Type, if applicable _____

Name of School Where Achieved _____

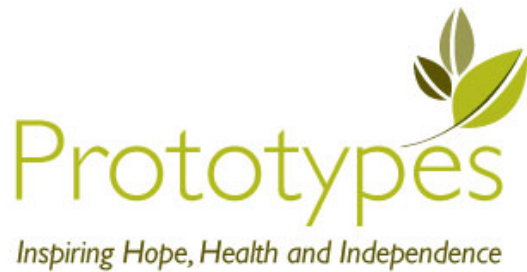
City, State of School Where Achieved _____

Dates of Attendance _____ Graduation Date _____

Major _____

Previous Name Used, if applicable _____

Date of Birth _____ Social Security Number: _____



EMERGENCY CONTACT INFORMATION CARD

Please print the requested information below

Name: _____

Location: _____

Home Address: _____

Street Address

City

State

Zip

Home Phone: () _____

Cell Phone: () _____

Persons to Contact in case of Emergency:

1. Name: _____

Relationship to Employee: _____

Phone Number: () _____

2. Name: _____

Relationship to Employee: _____

Phone Number: () _____



ETHICAL CODE OF CONDUCT

Prototypes Centers for Innovation in Health, Staff, and Social Services (the “Corporation”) staff, officers, board members and volunteers, dedicate ourselves to carrying out the mission of the Corporation. In light of such, we will do the following:

1. Recognize that the chief function of the Corporation is at all times to serve the best interests of the public and that certain class of individuals we have been formed to assist in order to further our charitable purposes.
2. To promote the charitable purposes of our organization and provide support to the participants of our programs.
3. Accept as a personal duty the responsibility to keep up-to-date on emerging issues and to conduct ourselves with professional competence, fairness, impartiality, efficiency, and effectiveness.
4. Respect the structure and responsibilities of the Board of Directors and provide the directors with facts and advice as a basis for their policy-making decisions, and uphold and implement policies adopted by the Board of Directors.
5. Keep the community informed about issues affecting it in relation to our programs and their effects on the public.
6. Conduct our organizational and operational duties with positive leadership exemplified by open communication, creativity, dedication, and compassion.
7. Exercise whatever discretionary authority we have under the law to carry out the mission of the Corporation.
8. Serve with respect, concern, courtesy, and responsiveness in carrying out the organization’s mission.
9. Demonstrate the highest standards of personal integrity, truthfulness, honesty, and fortitude in all our activities in order to inspire confidence and trust in our activities.
10. Avoid any interest or activity that is in conflict with the conduct of our official duties.
11. Respect and protect privileged information to which we have access in the course of our official duties.
12. Strive for personal and professional excellence and encourage the professional developments of others.

Signature

Date

Printed Name

Title

Student/Volunteer Confidentiality Agreement

As a student/volunteer of Prototypes (the “Agency”), I understand that I will be given access to and become acquainted with confidential information (“Confidential Information”), as defined in Paragraph 1. I further understand that maintaining the confidentiality of all such information is critically important to the Agency. I therefore agree as follows:

1. **“Confidential Information” Defined.** Confidential Information will include, among other things, any and all information disclosed to me or known by me as a consequence of my student/volunteer role at the Agency that is not generally known outside the Agency about the Agency’s or any of its related entities’ businesses, finances, grants, earnings, projections, operations, officers, directors, employees, contractors, vendors, suppliers, processes, procedures, manuals, computer programs, services, research projects, data, accounts, business methods, systems or plans, internal affairs, legal affairs, potential or existing reorganization plans, creative ideas and concepts, inventions, improvements, designs, clients, client lists, client histories, quality control methods, any and all information entrusted to the Agency by third parties, and any and all information defined as “Trade Secrets” under the Uniform Trade Secrets Act. Confidential Information may be contained in written materials, handwritten notes, verbal communications, tape recordings, the unwritten knowledge of employees, and/or any other tangible medium of expression, including but not limited to, hard disk and soft disk drive mechanisms, and cd ROMS.
2. **No Disclosure.** In consideration of my assignment with the Agency, I agree to keep confidential any and all Confidential Information. Such Confidential Information shall not be used by me for any purpose not related to the business interests of the Agency. I shall not disclose or reveal any Confidential Information for reasons not related to the business interests of the Agency, even in the course of casual discussions, to any person or entity, whether during my assignment at the Agency or at any time thereafter. If at any time I become aware of any unauthorized use, disclosure or communication of such Confidential Information by anyone, I agree to immediately inform management of the Agency of such use, disclosure or communication.
3. **Ownership.** All documents, concepts, ideas, reports, notes, compilations, sketches, designs, work product and other materials of any kind or character which I have made or conceived, or which I make or conceive, while I am on assignment by the Agency (“Agency Materials”), whether or not such materials are Confidential Information, and all other Confidential Information shall be the Agency’s exclusive property. I hereby irrevocably assign to the Agency, to the extent the Agency does not already own such rights, all rights, title and interest in and to all Confidential Information and Agency Materials, including without limitation, all concepts and ideas which relate to the Agency’s business, all copyrights thereto, and all renewals, extensions, subdivisions and continuations-in-interest thereof. No Agency Materials or Confidential Information will be made available by me to others during or following my assignment with the Agency without the advance written permission of the President and CEO.
4. **No Removal of Confidential Information.** I agree that I shall not remove, reproduce, summarize or copy, or cause to be removed, reproduced, summarized or copied, any Confidential Information or Agency Materials except as expressly required by the Agency in order to enable me to perform my job duties.

Student/Volunteer Confidentiality Agreement

5. **Return of Confidential Information.** I agree to return immediately to the Agency all Confidential Information and Agency Materials, including duplicates, when I leave its assignment or whenever management, in its sole discretion, may otherwise require that such Confidential Information and/or Agency Materials be returned.
6. **Indemnification.** I agree to indemnify and hold the Agency harmless from and against any claims, losses, liabilities, damages, and expenses (including without limitation, attorneys' fees) incurred by it as a result of any breach by me, my agents, employees or representatives of any covenants, representations, warranties contained herein.
7. **Injunctive Relief.** I acknowledge that the provisions set forth in this confidentiality agreement are necessary and reasonable to protect the Agency's Confidential Information, Agency Materials and good will, and that a breach or threatened breach of any provision of this confidentiality agreement by me or at my direction will cause great and irreparable harm to the Agency for which it shall have no adequate remedy at law. Therefore, in addition to any other rights and remedies the Agency may have, I agree that the Agency, without posting any bond, shall be entitled to obtain, and I agree not to oppose a request for, injunctive and other equitable relief to prevent a breach or continuing breach of this confidentiality agreement. I acknowledge that this confidentiality agreement shall be specifically enforceable in accordance with its terms. I further acknowledge that any breach of any of the terms and conditions of this confidentiality agreement while I am on assignment by the Agency may result in the immediate termination of my assignment.
8. **Effective Date.** I understand that this confidentiality agreement, no matter when signed by me, is effective as of the date I first acquires knowledge of any Confidential Information.
9. **Third Party Beneficiary.** I understand and acknowledge that the Agency's related entities and clients are third party beneficiaries of this confidentiality agreement and that any and all Confidential Information I acquire about them in connection with my assignment at the Agency is subject to confidentiality and pursuant to this confidentiality agreement.
10. **Survival of Agreement.** The ending of my assignment with the Agency, for whatever reason, shall not affect the Agency's rights or my obligations under this confidentiality agreement, all of which survive the ending of my assignment with the Agency.
11. **Successors and Assigns.** This confidentiality agreement shall inure to the benefit of the successors and assigns of the Agency and shall be binding upon my heirs and legal representatives.
12. **Waiver.** The waiver by the Agency of a breach of any provision of this confidentiality agreement shall not be construed to be a waiver of any other or subsequent breach by me, nor shall it be construed as a continuing waiver.
13. **Severability.** Should any provision of this confidentiality agreement be held invalid, void, or unenforceable for any reason, such adjudication shall in no way affect any other provision of this confidentiality agreement or the validity or enforcement of the remainder of the confidentiality agreement. Furthermore, the provision affected shall be curtailed only to the extent necessary to bring it within the applicable requirements of the law.
14. **Governing Law and Forum.** This confidentiality agreement shall be construed in accordance with and governed by the laws of the State of California.

Student/Volunteer Confidentiality Agreement

15. **Entire Agreement.** This confidentiality agreement contains the entire agreement between the Agency and me with respect to the matters contained in this confidentiality agreement and fully supersedes any and all prior agreements and understandings, written or oral. Any amendment or modification of this confidentiality agreement shall be effective only if in writing and signed by the President and CEO and me.

I understand that communications between myself and clients of Prototypes are confidential and protected by the provisions of the Code of Federal Regulations, Title 42, Chapter I, Part 2; the State of California Welfare Institutions Code, Sections 5326 through 5330, and other provisions. I further understand that these regulations prohibit my disclosure of information either while a student/volunteer of Prototypes or after my termination here, and agree to abide by all such provisions.

Student/Volunteer signature

Date

Student/Volunteer name (printed)



Policy and Procedure: Mandatory Reporting of Child and Elder/Dependent Adult Abuse

SUMMARY OF INTENT

It is Prototypes' intent to nurture and promote the dignity and respect of all clients. Prototypes' personnel demonstrate knowledge and skill related to mandatory reporting requirements. Prototypes ensures that all clients are protected from child and/or elder/dependent adult abuse in accordance with established laws, regulations and contractual requirements for individuals who are or who have been involved with a reportable act of abuse. This includes:

- California's Child Abuse and Neglect Reporting Act (CANRA)
- Child Abuse Prevention Program (CAPP)
- California Department of Social Services (CDSS) Reporting of Elder/Dependent Adult Abuse under Welfare and Institutions Code (WIC) Sections 15630 and 15658(a)(1)
- Department of Health Services (DHS) that is congruent with the Federal Confidential regulations contained in 42 CFR, Part 2, the California Penal Code Section 111-66 (P. C.) on reporting suspected child abuse and neglect and
- County-level contract requirements.

In the course of assessment, referral and treatment, sufficient information is gathered and reported to develop a comprehensive person-centered plan including information about the person's current or past history of abuse.

ENFORCEMENT

All officers, directors, and personnel of Prototypes must adhere to this Policy. All supervisors are responsible for enforcing this Policy. Prototypes will not tolerate violations of this Policy. Violation of this Policy may result in disciplinary action, up to and including termination of employment.

IMPLEMENTATION

Personnel training.

DEFINITIONS

Abuse: Physical abuse, neglect, intimidation, cruel punishment, fiduciary abuse, abandonment, other treatment resulting physical harm, pain or mental suffering, or the deprivation by a care custodian of goods and services which are necessary to avoid physical harm or mental suffering.

Care Custodian: An administrator or an employee, except persons who do not work directly with elders or dependent adults as part of their official duties, including members of support staff and maintenance staff, of any of the following Prototypes' programs and locations:

- Assessment and Referral
- Resource Centers
- Outpatient Behavioral Health Treatment and Community Services Centers



Policy and Procedure: Mandatory Reporting of Child and Elder/Dependent Adult Abuse

- Residential Treatment Centers

Cruelty: Willful cruelty or unjustified punishment, including inflicting or permitting physical pain or mental suffering, or the endangerment of the child's person or health (P.C. 11165.3).

Dependent Adult: Any person residing in the state who is between the ages of 18 and 64, who has physical or mental limitations which restrict his or her ability to carry out normal activities or to protect his or her rights, including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age. This also includes any person between the ages of 18 and 64 who is admitted as an in-patient to a 24-hour health facility.

Elder: A person residing in the state of California who is 65 years of age or older.

Health Practitioner: Physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, licensed clinical social worker, marriage, family and child counselor or any person who is currently licensed under Division 2 of the Business and Professions Code, any emergency medical technician I or II, paramedic, a person certified pursuant to Division 2.5 of the Health and Safety Code, a psychological assistant, a marriage, family and child counselor trainee, or an unlicensed marriage, family and child counselor intern, a substance abuse counselor, a case manager, a state or county public health employee who treats an elder or a dependent adult for any condition, a coroner, or a religious practitioner who diagnoses, examines, or treats elder or dependent adults.

Injury: Unlawful corporal punishment or injury, willfully inflicted, resulting in a traumatic condition (P.C. 11165.4).

Mandated Reporter: Individuals who are mandated by law to report known or suspected child and/or elder/dependent adult maltreatment. They are primarily people who have contact with children or elder/dependent adults through their employment, e.g. care custodians, health practitioners. Mandated reporters are required by the state of California to report any known or suspected instances of child and/or elder/dependent abuse or neglect to the county child welfare department, county adult protective services agency or to a local law enforcement agency (local police/sheriff's department).

Neglect (elder/dependent adult): Negligent failure of an elder or dependent adult or of any person having the care or custody of an elder or a dependent adult to exercise that degree of self-care or care that a reasonable person in a like position would exercise.



Policy and Procedure: Mandatory Reporting of Child and Elder/Dependent Adult Abuse

Neglect (child): Negligent treatment or maltreatment of a child by his/her caregiver that results in harm or could be harmful. The term includes both acts (e.g., locking a toddler in a hot car) and omissions (e.g., not providing food) on the part of the responsible person (P.C. 11165.2).

Physical abuse (child): A physical injury inflicted by other than accidental means on a child. Refers to intentionally injuring a child (P.C. 11165.6).

Reasonable Suspicion: means that it is reasonable for a person to be suspicious, based upon facts that could cause a reasonable person in a like position, drawing on his or her training and experience, to suspect child and/or elder/dependent adult abuse and neglect. Reasonable suspicion does not require certainty that child and/or elder/dependent adult abuse or neglect has occurred, nor does it require a specific medical indication of child and/or elder/dependent adult abuse or neglect; any reasonable suspicion is sufficient. Reasonable suspicion may be based on any credible information, including statements from other individuals.

Sexual abuse (child): Includes both sexual assault and sexual exploitation of anyone under 18 years old.

Sexual assault (child): Includes rape, statutory rape, incest, sodomy, lewd or lascivious (indecent, or of a sexual nature) acts upon a child, oral sex, sexual penetration, or child molestation. It includes, but is not limited to, all of the following:

- Vaginal or anal sex
- Oral contact with genital or anal area
- Any intrusion by one person into the genitals or anal opening of another person, including the use of any object for this purpose, except acts performed for a valid medical purpose.
- The intentional touching or fondling of the genitals or intimate parts (including the breasts, genital area, groin, inner thighs, and buttocks) or the clothing covering them, for purposes of sexual arousal or gratification.
- Masturbating in the presence of a child (P.C. 11165.1[b])

Sexual exploitation (child): Includes preparing, selling, or distributing pornographic materials involving children, performances involving obscene sexual conduct; and child prostitution (P.C. 11165.1).

POLICY

It is Prototypes' policy that all mandated reporters within the scope of his or her professional capacity, who have knowledge of, observe or reasonably suspect a child and/or elder/dependent adult has been the victim of abuse, report the known or suspected instance of abuse to the appropriate protective services agency immediately or as soon as practically possible by telephone, and to prepare and send a written report within the required timeframe.



Policy and Procedure: Mandatory Reporting of Child and Elder/Dependent Adult Abuse

PROCEDURE

1. All Prototypes' personnel are responsible for compliance with this Policy and for recognizing child and elder/ dependent adult abuse.
2. Confidentiality of client information is of the utmost importance at Prototypes; however, mandated reporting laws are an exception to client confidentiality and it is the responsibility of personnel to inform clients of these confidentiality exceptions.
3. Though everyone should report abuse, a number of professionals must report abuse or be held liable by law. The specific positions are listed in California Penal Code section 11165.7. Mandated reporters include but are not limited to:
 - An administrator or employee of any organization whose duties require direct contact and supervision of children
 - An employee of a child care institution including foster parents, group home personnel, and personnel of residential care facilities
 - A social worker, probation officer, or parole officer
 - A physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, optometrist, marriage, family and child counselor, clinical social worker
 - A psychological assistant
 - A marriage, family, and child therapist trainee
 - An unlicensed marriage, family, and child therapist intern
 - An alcohol or drug counselor.
4. A Mandated Reporter must report any incident:
 - a. That s/he has observed or has knowledge of that reasonably appears to be physical abuse, sexual abuse, abandonment, isolation, financial abuse, neglect or domestic violence if children are present in the home.
 - b. If a child, and/or elder/dependent adult says that s/he has experienced behavior constituting physical abuse, sexual abuse, abandonment, isolation, financial abuse, neglect or domestic violence if children are present in the home.
 - c. If a mandated reporter suspects child and/or elder/dependent adult abuse or if s/he is unclear if acts described and/or observed constitute as child and/or elder/dependent adult abuse, s/he is to consult with the child and/or elder/dependent abuse hotline immediately and consult with his or her supervisor or the manager on-call as soon as practically possible.
5. When two or more mandated reporters jointly have knowledge of suspected child abuse or neglect, a single report may be made by the selected member of the reporting team. Any



Policy and Procedure: Mandatory Reporting of Child and Elder/Dependent Adult Abuse

member of the reporting team who has knowledge that the designated person has failed to report must do so him or herself (P. C. 11166 [h]).

6. The only exception to Elder/Dependent Abuse mandated reporting per WIC Section 15630(b)(3)(A) is the following. A mandated reporter who is a physician or surgeon, a registered nurse, or a psychotherapist, as defined in Section 1010 of the Evidence Code, shall not be required to report a suspected incident of abuse where all of the following conditions exist:
 - a. The mandated reporter has been told by an elder and/or dependent adult that he or she has experienced behavior constituting physical abuse (including sexual abuse), abandonment, isolation, financial abuse, abduction, or neglect (including self-neglect).
 - b. The mandated reporter is not aware of any independent evidence that corroborates the statement that the abuse has occurred.
 - c. The elder and/or dependent adult has been diagnosed with a mental illness or dementia, or is the subject of a court-ordered conservatorship because of a mental illness or dementia.
 - d. In the exercise of clinical judgment, the physician or surgeon, the registered nurse, or the psychotherapist, as defined in Section 1010 of the Evidence Code, reasonably believes that the abuse did not occur.
7. A report must be made immediately, or as soon as practically possible by telephone. (See Attachment A)
 - a. Inform his or her supervisor or manager on-call immediately, or as soon as practically possible that a report will be made.
 - b. When reporting, the social worker or law enforcement officer on duty must be provided with the following information at the time of the call:
 - i. Name of the reporter (which is confidential with limited exceptions)
 - ii. Name of the person about whom the report is being made
 - iii. Present location of the person
 - iv. Nature and extent of the injury
 - v. Any other information, including what led you to suspect child and/or elder/dependent adult abuse, if requested by the child/adult protective agency (P. C. 11167[a])
8. A written report must follow the telephone report for both suspected child abuse and suspected elder/dependent adult abuse:
 - a. Child Abuse Report
 - i. A written report to the child protective or law enforcement agency to which the telephone report was made must follow **within 36 hours** of receiving the information (P.C. 11166 [a]).



Policy and Procedure: Mandatory Reporting of Child and Elder/Dependent Adult Abuse

- ii. The written report must be filed on Department of Justice Form SS 8572 (DOJ SS 8572), known as the Suspected Child Abuse Report Form. This form is available from County welfare departments, local law enforcement agencies or, in some instances, county probation departments. Online at http://ag.ca.gov/childabuse/pdf/ss_8572.pdf
 - iii. May be faxed or submitted electronically, depending on what is available in your county.
 - b. Elder/ Dependent Adult Abuse Report
 - i. A written report to the appropriate agency to which the telephone report was made must follow **within 2 business days** of receiving the information.
 - ii. Complete form: SOC 341 REPORT OF SUSPECTED DEPENDENT ADULT/ELDER ABUSE. <http://www.dss.cahwnet.gov/Forms/English/SOC341.pdf>
 - iii. Send the original and one copy to the agency; keep one copy for the Prototypes' file.
 - iv. Do not send a copy to the California Department of Social Services Adult Programs Bureau.
9. After a report has been made, a Prototypes Incident Report is required (See *Incident Reporting System Policy* for more information)
- a. Provide the child and/or elder/dependent abuse report when submitting the Prototypes Incident Report.

MONITORING

1. Prototypes tracks and reports any child and/or elder/dependent abuse reports made via the Incident Report process for ongoing quality monitoring and improvement.
2. Prototypes develops and implements processes to assess and monitor compliance with policies and procedures. When appropriate, monitoring measures are established and performance evaluated. When performance goals are not met, Prototypes ensures the following:
 - a. Identification of opportunities for improvement
 - b. Implementation of actions to improve performance
 - c. Monitoring of actions taken and
 - d. Reporting results of actions taken.
3. Any performance monitoring results are reported to the relevant oversight committee or audience (e.g., QI Committee, Health & Safety Committee, Senior Leadership Team, Board of Directors).



**Policy and Procedure:
Mandatory Reporting of Child and
Elder/Dependent Adult Abuse**

4. Policies are reviewed at least annually to ensure a) consistency with current practice standards in behavioral health care and b) compliance with federal, state, and county regulations, licensure requirements and accreditation standards.



Policy and Procedure: Mandatory Reporting of Child and Elder/Dependent Adult Abuse

Attachment A

Child Abuse

Los Angeles County

- 24-hour Child Protection Hotline
 - (800) 540-4000 (toll-free within California)
 - (213) 639-4500 (outside of California)
 - (800) 272-6699 (TDD [Hearing Impaired])

Orange County

- 24-hour Child Protective Services Hotline
 - (714) 940-1000 or (800) 207-4464

Riverside County

- 24-hour Child Abuse Hotline
 - (800) 442-4918 (within local Riverside area)
 - (800) 422-4453 Child Help National Child Abuse Hotline (outside of local Riverside area)

San Bernardino County

- 24-hour Child and Adult Abuse Hotline (CAAHL)
 - (909) 384-9233 (within local San Bernardino area)
 - (800) 827-8724 (outside of local San Bernardino area)

Ventura County

- 24-hour Child Protective Services Hotline
 - (805) 654-3200

Elder and/or Dependent Adult Abuse

Los Angeles County

- 24-Hour Elder Abuse Reporting Hotline
 - (877) 477-3646
- APS Mandated Reporter Hotline (M-F 8:30-5:00)
 - (888) 202-4248

Orange County

- Adult Protective Services (24-Hour Hotline)
 - (800)-451-5155

Riverside County

- Adult Protective Services (24-Hour Hotline)
 - (800) 491-7123

San Bernardino County

- Adult Protective Services (24-Hour Hotline)
 - (877) 565-2020

Ventura County

- Adult Protective Services (24-Hour Hotline)
 - (805) 654-3200



**Policy and Procedure:
Mandatory Reporting of Child and
Elder/Dependent Adult Abuse**

Acknowledgement of Receipt

By signing this form, I acknowledge receipt of the policy and procedure for **Mandatory Reporting of Child and Elder/Dependent Adult Abuse** at Prototypes. I understand that all officers, directors, and personnel of Prototypes must adhere to this Policy; all supervisors are responsible for enforcing this Policy; and, Prototypes will not tolerate violations of this Policy. Violation of this Policy may be grounds for disciplinary action, up to and including termination of employment.

Personnel Signature

Date of Signature

Printed Name

Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.



**now there's a way
to safely surrender
your baby**

<http://www.babysafe.ca.gov>

**What is the
Safely Surrendered Baby
Law?**

This law establishes a procedure for the voluntary surrender of a baby within 72 hours of birth. Under this law, parent(s) can safely surrender their baby and be protected from prosecution for child abandonment. This law makes it easier for a parent to surrender a baby who might otherwise abandon their baby in an unsafe place.

TOLL-FREE HOTLINE

For Safe Surrender Site locations within California:

**1-877-BABY SAF
(1-877-222-9723)**

**The California Safely
Surrendered Baby Law:**

- ✓ Permits the parent(s) or surrendering person to safely and confidentially surrender a baby within three days of birth.
- ✓ Provides a safe place for babies.
- ✓ Protects the parent(s) or surrendering person from prosecution for child abandonment.
- ✓ Does not require that names be given when the baby is surrendered.
- ✓ Allows the parent(s) or surrendering person at least 14 days to reclaim the baby.

**In California, no one ever
has to abandon a baby again.**



State of California

Health and Human Services Agency

Department of Social Services



CDSS
CALIFORNIA
DEPARTMENT OF
SOCIAL SERVICES

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There is an option.

**Don't abandon
your baby.**



**now there's a way
to safely surrender
your baby**

How does it work?

A parent who is unable or unwilling to care for their baby can safely surrender the baby within three days of birth. All that is required is that the baby be given to an on-duty employee of a hospital or safe surrender site in California. A confidentially coded ID bracelet will be placed on the baby's ankle and a matching bracelet offered to the surrendering person. The bracelets help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

No. The law allows another person to safely surrender the baby if the person has permission from the parent(s.)

What is a "Safe Surrender" Site?

A hospital or other location designated by the Board of Supervisors in each county. A safe surrender site will display this logo:



What information must be given to the people accepting the baby?

None. No information is required but the person surrendering the baby will be given a medical information questionnaire to complete. Completion of the questionnaire is voluntary, although the information regarding family medical history can assist in properly caring for the baby. The questionnaire may be mailed in later.

What happens to the baby?

After receiving a confidentially coded ankle bracelet, the baby is examined and given medical treatment, if needed. The baby is then placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent or surrendering person has safely turned over the baby, they are free to go, without any questions asked.

What happens if a parent wants the baby back?

Under the law, a parent or surrendering person has at least 14 days to reclaim the baby. They should bring their copy of the coded bracelet back to the safe surrender site.

Why is California doing this?

You may have heard stories about babies being left in dumpsters, public toilets or other unsafe locations. The parents abandoning their babies may have been under severe emotional or financial stress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and felt they had nowhere to turn for help, they abandoned their baby. Abandoning a baby puts the baby in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

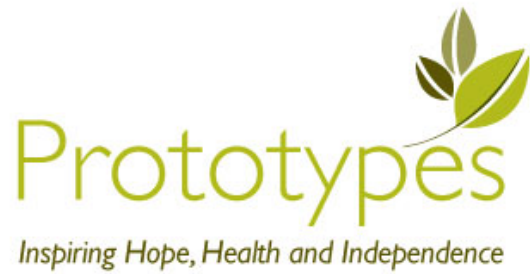
Is there another choice?

Yes. Adoption is always a choice and should be considered first.

Whenever parents have decided that they are unable to care for a baby, whatever the reason, adoption is by far the best choice. Adoption protects the rights of all involved, including the baby. In fact, parents may be able to assist in selecting the adoptive parents and may be allowed to have contact with the baby after the adoption.

It's important for women to seek help while they are pregnant, not after giving birth.

**Every baby deserves
a healthy life.**



**SAFELY SURRENDER BABY LAW
ACKNOWLEDGEMENT FORM**

I HAVE READ THE ATTACHED SAFELY SURRENDERED BABY LAW INFORMATION SHEET. BY SIGNING THIS FORM, I ACKNOWLEDGE THAT I UNDERSTAND THE SAFELY SURRENDERED BABY LAW. I UNDERSTAND FOR FURTHER INFORMATION I CAN GO TO WWW.BABYSAFELA.ORG

Student/Volunteer Name (Print)

Student/Volunteer Signature

Date



Sexual Harassment Acknowledgement Form

PROTOTYPES is committed to providing a work environment free of unlawful harassment. Company policy prohibits sexual harassment, or harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other basis protected by federal, state or local law or ordinance or regulation. All such harassment is unlawful. PROTOTYPES policy applies to all persons involved in the operation of the company, including supervisors and co-workers.

Please indicate that you have read this memo and received the brochure "Sexual Harassment Hurts Everyone" by signing and returning it to the Human Resources Department.

I certify that I have read and understand the above.

Student/Volunteer Name: _____
(Print)

Student/Volunteer Signature: _____

Date: _____



The definition of sexual harassment includes many forms of offensive behavior.



Department of Fair Employment and Housing

- such as a lead, supervisor, manager or agent;
- the employer had no knowledge of the harassment;
- there was a program to prevent harassment; and
- once aware of any harassment, the employer took immediate and appropriate corrective action to stop the harassment.

Filing a Complaint

Employees or job applicants who believe that they have been sexually harassed may file a complaint of discrimination with DFEH within one year of the harassment.

DFEH serves as a neutral fact-finder and attempts to help the parties voluntarily resolve disputes.

If DFEH finds sufficient evidence to establish that discrimination occurred and settlement efforts fail, the Department may file a formal accusation. The accusation will lead to either a public hearing before the Fair Employment and Housing Commission or a lawsuit filed by DFEH on behalf of the complaining party.

If the Commission finds that discrimination has occurred, it can order remedies including:

- Fines or damages for emotional distress from each employer or person found to have violated the law
- Hiring or reinstatement
- Back pay or promotion
- Changes in the policies or practices of the involved employer

Employees can also pursue the matter through a private lawsuit in civil court after a complaint has been filed with DFEH and a Right-to-Sue Notice has been issued.

For more information, see publication DFEH-159 "Guide for Complainants and Respondents."

For more information, contact DFEH toll free at (800) 884-1684
Sacramento area & out-of-state at (916) 478-7200
TTY number at (800) 700-2320
or visit our Web site at www.dfeh.ca.gov

In accordance with the California Government Code and ADA requirements, this publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability. To discuss how to receive a copy of this publication in an alternative format, please contact DFEH at the numbers above.



State of California
Department of Fair Employment & Housing

DFEH 185 (11/07)

Sexual Harassment

The Facts About Sexual Harassment

The Fair Employment and Housing Act (FEHA) defines sexual harassment as harassment based on sex or of a sexual nature; gender harassment; and harassment based on pregnancy, childbirth, or related medical conditions. The definition of sexual harassment includes many forms of offensive behavior, including harassment of a person of the same gender as the harasser. The following is a partial list of types of sexual harassment:

- Unwanted sexual advances
- Offering employment benefits in exchange for sexual favors
- Actual or threatened retaliation
- Leering; making sexual gestures; or displaying sexually suggestive objects, pictures, cartoons, or posters
- Making or using derogatory comments, epithets, slurs, or jokes
- Sexual comments including graphic comments about an individual's body; sexually degrading words used to describe an individual; or suggestive or obscene letters, notes, or invitations
- Physical touching or assault, as well as impeding or blocking movements



The mission of the Department of Fair Employment and Housing is to protect the people of California from unlawful discrimination in employment, housing and public accommodations, and from the perpetration of acts of hate violence.

Employers' Obligations

All employers must take the following actions against harassment:

- Take all reasonable steps to prevent discrimination and harassment from occurring. If harassment does occur, take effective action to stop any further harassment and to correct any effects of the harassment.
- Develop and implement a sexual harassment prevention policy with a procedure for employees to make complaints and for the employer to investigate complaints. Policies should include provisions to:
 - Fully inform the complainant of his/her rights and any obligations to secure those rights.
 - Fully and effectively investigate. The investigation must be thorough, objective, and complete. Anyone with information regarding the matter should be interviewed. A determination must be made and the results communicated to the complainant, to the alleged harasser and, as appropriate, to all others directly concerned.
 - Take prompt and effective corrective action if the harassment allegations are proven. The employer must take appropriate action to stop the harassment and ensure it will not continue. The employer must also communicate to the com-

plainant that action has been taken to stop the harassment from recurring. Finally, appropriate steps must be taken to remedy the complainant's damages, if any.

- Post the Department of Fair Employment and Housing (DFEH) employment poster (DFEH - 162) in the workplace (available through the DFEH publications line [916] 478-7201 or Web site).
- Distribute an information sheet on sexual harassment to all employees. An employer may either distribute this pamphlet (DFEH 185) or develop an equivalent document that meets the requirements of Government Code section 12950(b). This pamphlet may be duplicated in any quantity. However, this pamphlet is not to be used in place of a sexual harassment prevention policy, which all employers are required to have.
- All employees should be made aware of the seriousness of violations of the sexual harassment policy and must be cautioned against using peer pressure to discourage harassment victims from complaining.
- Employers who do business in California and employ 50 or more part-time or full-time employees *must* provide at least two hours of sexual harassment training every two years to each supervisory employee and to all new supervisory employees within six months of their assumption of a supervisory position.

- A program to eliminate sexual harassment from the workplace is not only required by law, but is the most practical way for an employer to avoid or limit liability if harassment should occur despite preventive efforts.

Employer Liability

All employers, regardless of the number of employees, are covered by the harassment section of the FEHA. Employers are generally liable for harassment by their supervisors or agents. Harassers, including both supervisory and non-supervisory personnel, may be held personally liable for harassing an employee or coworker or for aiding and abetting harassment.

Additionally, the law requires employers to take "all reasonable steps to prevent harassment from occurring." If an employer has failed to take such preventive measures, that employer can be held liable for the harassment. A victim may be entitled to damages, even though no employment opportunity has been denied and there is no actual loss of pay or benefits.

In addition, if an employer knows or should have known that a non-employee (e.g. client or customer) has sexually harassed an employee, applicant, or person providing services for the employer and fails to take immediate and appropriate corrective action, the employer may be held liable for the actions of the non-employee.

An employer might avoid liability if

- the harasser is not in a position of authority,



Policy/Procedure: Unlawful Harassment Policy

SUMMARY OF INTENT

Prototypes is committed to providing a work environment free of harassment and discrimination. In keeping with this commitment, the Company maintains a strict policy prohibiting unlawful harassment of any kind, including sexual harassment and harassment based on race, religion, color, gender, national origin or ancestry, pregnancy, childbirth or related medical conditions, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, or local law or ordinance or regulation. It also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. All such harassment is unlawful. The Company's anti-harassment policy applies to all employer agents and employees, including supervisors and non-supervisory employees. It also extends to vendors, independent contractors, non-employees and others doing business with the Company.

ENFORCEMENT

All officers, agents and employees of Prototypes must adhere to this Policy. All supervisors are responsible for enforcing this Policy. Prototypes will not tolerate violations of this Policy. Violation of this Policy may result in disciplinary action, up to and including termination of employment.

IMPLEMENTATION

Supervisor training and policy distribution per State of California guidelines.

POLICY

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments;
- Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, letters or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
- Retaliation for reporting or threatening to report unlawful harassment.

Policy/Procedure: Unlawful Harassment Policy

If employees believe that they have been unlawfully harassed, they should promptly report the facts of the incident or incidents and the names of the individuals involved to their own or any other Company Supervisor or Human Resources department as soon as possible after the incident. The employee's complaint should include details of the incident or incidents, names of any individual(s) involved, and names of any witnesses. Supervisors will refer all harassment complaints to the Human Resources department immediately. The Company will commence an effective, thorough, and objective investigation of the harassment allegations within 24 hours or as soon as is feasible.

If the Company determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Company to be responsible for unlawful harassment may be subject to appropriate disciplinary action, up to, and including termination. A Company representative will advise the appropriate parties concerned of the results of the investigation. The Company will not retaliate against employees for filing a legitimate complaint, or participating in an investigation, and will not tolerate or permit retaliation by management, employees or co-workers.

The Company encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. Employees should also be aware that their applicable state agency and/or the Federal Equal Employment Opportunity Commission may investigate and prosecute complaints of prohibited harassment in employment. If employees think they have been harassed or that they have been retaliated against for resisting or complaining, they may file a complaint with the appropriate agency. The nearest office is listed in the telephone book or on the internet.

These behaviors are defined and described in a manner consistent with the law. When it comes to dealing with the subject of unlawful harassment, specifically sexual harassment, the following applies:

- Quid pro quo harassment (Latin meaning "this for that") occurs when specific employment benefits (like a job offer, a raise, a comfortable office) are promised or withheld as a means of coercing sexual favors.
- Hostile Environment harassment occurs when certain conduct unreasonably interferes with the victim's work performance or creates an intimidating, hostile, or offensive working environment.



Policy/Procedure: Unlawful Harassment Policy

- In certain cases, sexual harassment can include gender-based harassment of a person of the same sex.

Pursuant to the Company's commitment to ensure that unlawful harassment is not tolerated, it is everyone's responsibility to report all incidents of unlawful harassment. Even if the unlawful harassment is not directed at an employee them self, it is still their responsibility to report witnessed unlawful harassment.

PROCEDURE

Below are the procedures and responsibilities that the Company requires every employee to follow and adhere to:

EMPLOYEE PROCEDURE AND RESPONSIBILITY

All employees are to comply with this policy.

Any employee who believes that he or she is being unlawfully harassed should promptly take the following steps:

1. If comfortable, politely but firmly confront whoever is doing the harassing. The employee should state how they feel about his or her actions, and request that the person cease harassing them immediately.
2. If the harassment continues, or if an employee believes some employment consequences may result from their confrontation, they should promptly report the facts of the incident or incidents and the names of the individuals involved to their own or any other Company Supervisor or Human Resources department as soon as possible after the incident. If circumstances prohibit this response, employees must report the behavior to the President and CEO or Board of Directors.
3. If employees believe inadequate action is being taken to resolve the complaint, it is their responsibility to communicate it directly to the President and CEO for resolution of the problem. The policy of this Company is to listen to all corroboration and quickly apply sanctions when appropriate.
4. Sanctions against unlawful harassment will depend upon the circumstances surrounding the incident. Minor first offenses may lead to written reprimands and/or time off without pay. Major or multiple offenses may lead to the dismissal of the offender.



Policy/Procedure: Unlawful Harassment Policy

If employees have any questions in regards to this Policy or any other Company policy, please see a Supervisor, a member of Management or the Human Resources department.

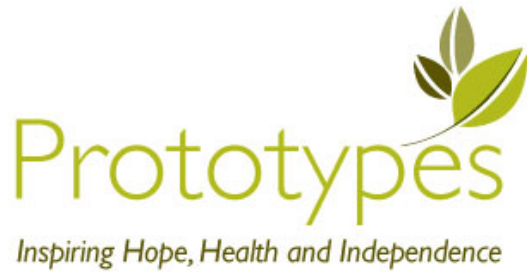
SUPERVISOR PROCEDURE AND RESPONSIBILITY

Every member of the Company's Supervision and Management staff is responsible for ensuring that no unlawful harassment of any kind occurs within his or her area of authority.

1. Any complaint of unlawful harassment should receive the immediate attention of the Supervisor to whom it is made and should be reported immediately to Human Resources.
2. No Supervisor is to conduct any investigation of unlawful harassment without the written consent and involvement of Senior Leadership or Human Resources. Investigation of a complaint of harassment normally will include conferring with the parties and witnesses named by the complaining employee.

COMPANY POLICY AND PROCEDURE

1. Because of the sensitive nature, complaints of harassment will be investigated with particular care and will remain, to the extent possible, strictly confidential.
2. In no event will information concerning a complaint of harassment be released by the Company to third parties or to anyone within the Company who is not involved with the investigation unless required by law. More specifically, information will not be released to an affected employee's family, the news media, or a prospective employer seeking a reference. The purpose of this provision is to protect the confidentiality of the employee who files a complaint, to encourage the reporting of any incidents of unlawful harassment, as well as to protect the reputation of any employee wrongfully charged with harassment.
3. If the investigation reveals that the complaint is valid, prompt disciplinary action designed to stop the unlawful harassment immediately and to prevent its recurrence will be taken.
4. Senior Leadership and Human Resources will ensure that the policy statement is distributed throughout the organization.



Unlawful Harassment Policy Acknowledgement Form

Prototypes is committed to providing a work environment free of harassment and discrimination. Company policy prohibits unlawful harassment of any kind, including sexual harassment and harassment based on race, religion, color, gender, national origin or ancestry, pregnancy, childbirth or related medical conditions, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, or local law or ordinance or regulation. It also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. All such harassment is unlawful. Prototypes' anti-harassment policy applies to all employer agents and employees, including supervisors and non-supervisory employees. It also extends to vendors, independent contractors, non-employees and others doing business with the Company.

Please indicate that you have read the Unlawful Harassment Policy by signing and returning this form to the Human Resources Department.

I certify that I have read and understand the above.

Employee Name: _____
(Print)

Employee Signature: _____

Date: _____



**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996
OBLIGATIONS AS A PROVIDER OR “BUSINESS ASSOCIATE”
ACKNOWLEDGEMENT**

Prototypes acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA').

I understand that as a provider of medical treatment services or in my role as a “business associate” of Los Angeles County, I have obligations including, but not limited to preserving the confidentiality, privacy and security of clients’ medical information.

I agree to preserve the confidentiality of clients’ medical information by implementing appropriate safeguards to prevent the unauthorized use or disclosure of the information.

I am aware that Prototypes requires each of its employees, volunteers, agents and subcontractors that receive health information from Prototypes to execute a written agreement obligating the agent or subcontractor to comply with the terms of the contract regarding HIPAA.

My signature below acknowledges that I have read and understand the requirements of the HIPAA of 1996 as outlined above and will comply with the provisions.

Student/Volunteer Name

Student/Volunteer Signature

Date

Supervisor Signature

Date



Policy/Procedure: Use of Technology Policy

SUMMARY OF INTENT

It is Prototypes' intent to maintain a computer system, telephone system and other electronic systems for use in connection with its business activities. These systems provide Prototypes employees with the resources needed to fulfill our mission and serve our clients and are intended to be used for business purposes only. This policy addresses employee use of Prototypes' computers and electronic communications systems, including any communications sent or received through computers (e.g. email and the Internet), telephones (whether "live" conversation or messages recorded via voicemail), facsimile machine and any other electronic communications systems that Prototypes provides, pays for or operates.

ENFORCEMENT

All officers, agents, and employees of Prototypes must adhere to this policy. All supervisors are responsible for enforcing this policy. Prototypes will not tolerate violations of this policy. Violation of this policy may result in disciplinary action, up to and including termination of employment.

IMPLEMENTATION

Employee training.

POLICY

- A. Prototypes reserves the right to monitor, access, audit and control these systems at any time at its sole discretion without notice to employees. Accordingly, employees are advised that Prototypes may monitor and/or record the use of its computer, telephone and other electronic systems on a regular basis, often without employee knowledge. All files and communications (including, but not limited to email or deleted email) can be disclosed to law enforcement or other third parties without prior consent of the sender or the recipient and are subject to subpoena.
- B. It is Prototypes' policy that its computer system, including hardware, software and data files, be operated in a secure environment and not be misused.
- C. All computer programs or data purchased or licensed by or developed for Prototypes are the property of Prototypes. In no event shall any computer program, data, documentation, listing, source code or object code be sold, licensed, released or loaned to individuals or entities outside the Agency. Any employee who learns of any misuse of hardware, software, documentation or data within Prototypes must notify Prototypes' IT and their Supervisor.
- D. Prototypes expects employees to use its systems in a responsible manner, which includes exercising good judgment and caution in the use of electronic communications and data accumulation. Prototypes employees may not transmit sensitive or confidential



Policy/Procedure: Use of Technology Policy

information via email to email domains other than Prototypes' domains unless required and sent via email encryption, utilizing Prototypes-authorized email encryption only.

- E. Any employee whose employment with Prototypes has terminated or whose duties no longer require use of Prototypes' computer and telecom systems or access to Prototypes' data must return to his or her Supervisor all Agency property and equipment used in connection with Agency computer and telecom systems.

PARAMETERS FOR USE OF TECHNOLOGY SYSTEMS

Agency Property

- A. All computers, related hardware and software, email and voicemail systems are considered work areas which belong solely to Prototypes.
- B. Prototypes reserves the right to enter and/or inspect all such work areas and to access the information contained on those systems at any time, without advance notice to employees. Thus, management may, at its discretion, periodically monitor, review, audit or control any aspect of access to or use of Agency computer resources and voicemail and email systems (e.g., any voicemail box, email box, computer equipment, system, terminal, network, software, data, documentation or file, including individual employee computer files). Accordingly, employees are prohibited from utilizing outgoing voicemail or email messages to indicate that their incoming messages will be private.
- C. While employees may store routine personal information, such as appointment calendars, on their computers, employees may not use the Agency's computers to work on their own behalf or on behalf of another employer, either during or after work hours or during their meal or rest periods.

Electronic Media and Monitoring

- A. Prototypes uses various forms of electronic communication including, but not limited to, computers, email, faxes, telephones and Internet. All electronic communications, including all software, databases, hardware, digital files, copiers and fax machines, remain the sole property of the Agency and are to be used only for Agency business and not for any personal use.
- B. Electronic communication and media may not be used in any manner that would be discriminatory, harassing or obscene, or for any other purpose that is illegal, against Agency policy or not in the best interest of the Prototypes.
- C. If you misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment or related actions, you will be subject to discipline and/or immediate termination.
- D. You may not install personal software on Prototypes' computer systems. All electronic information created by you using any means of electronic communication is the property of Prototypes and remains the property of the Agency. Personal passwords may be used



Policy/Procedure: Use of Technology Policy

for purposes of security, but the use of a personal password does not affect the Agency's ownership of the electronic information. Prototypes will override all personal passwords if necessary for any reason.

- E. Prototypes reserves the right to access and review electronic files, messages, mail and other digital archives, and to monitor the use of electronic communications as necessary, with or without notice, to ensure that no misuse or violation of Agency policy or any law occurs. **You should have no expectation of privacy in the electronic information and communications created or maintained on the Agency electronic equipment.**
- F. You are not permitted to access the electronic communications of other employees or third parties unless directed to do so by a member of the Senior Leadership Team. You may not install or use anonymous email transmission programs or encryption of email communications, other than Prototypes-authorized email encryption, except as specifically authorized by the Vice President, Finance and Administrative Operations.
- G. If you use devices on which information may be received and/or stored, including but not limited to cell phones, cordless phones, portable computers, fax machines and voicemail communications, you are required to use these methods in strict compliance with the trade secrets and confidential communication policy established by Prototypes. Except for such uses, these communications tools should not be used for communicating confidential or sensitive information or any trade secrets.
- H. Access to the Internet, websites and other types of Agency-paid computer access are to be used for Agency-related business only. Any information about Prototypes, its products or services or other types of information that will appear in the electronic media about the Agency must be approved by the President and Chief Executive Officer before the information is placed on an electronic information resource that is accessible to others.
- I. Questions about access to electronic communications or issues relating to security should be addressed to your supervisor.

Telephone Monitoring

- A. The Agency telephone lines are limited and are designed only for business use. Except in cases of emergency, you should not tie up the Agency telephone lines with personal calls or calls that are not related to the Agency's business
- B. Prototypes may monitor telephone calls and voicemail to ensure compliance with this policy as well as for other business reasons, including the desire to ensure that calls are handled in a professional manner. This policy also applies to Agency cellular phones and pagers. **Therefore, you should not assume that calls made or received on the Agency lines or messages on the Agency voicemail systems are confidential.**
- C. Violation of this policy may result in discipline.
- D. All other personal cellular phones and pagers should be turned off during work hours.



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Wireless Telephone Policy

Per Vehicle Code (VC) 23123, a person shall not drive a motor vehicle while using a wireless telephone unless that telephone is specifically designed and configured to allow hands-free listening and talking, and is used in that manner while driving. However Prototypes considers hands-free phones still a distraction while driving. In the event that your job requires driving and a work related call needs to be received while driving, Prototypes' staff, when it is safe to do so, will pull off the road to a point of safety and turn off the vehicle before using a cell phone. The call will be completed before resuming driving. Exemption to the prohibition of using cell phones while driving is for emergency purposes only. Drivers may place a 911 emergency call using a handheld mobile cell phone. In this event and if at all possible the driver will pull off the road to a point of safety and turn off the vehicle before placing the call.

Personal Electronic Device

- A. Because they create distractions and disrupt regular work routines, the use of personal communication devices, such as cellular phones, personal digital assistants (PDA's), iPods, etc. are prohibited during normal work hours and in all work areas. Examples of prohibited use include, but are not limited to: making or receiving personal calls, text-messages, emails, etc. Cellular phones that the Agency has provided to employees must be for business purposes only and must be password-protected.
- B. Unless properly authorized, employees must refrain from the use of any form of personal electronic communication devices during normal work hours. These devices can be used during rest breaks or when employees are at lunch.

Additional Guidelines for Use of Prototypes' Technology:

- **Out of Office Messages:** In cases of planned absence and Agency holidays during which an employee is not scheduled to work, staff are required to set up an out-of-office message giving alternative contact details to ensure that inquiries can be answered promptly. Suggested wording for an email auto-reply is below:

Thank you for your email – this is an automatic reply.

I am currently unavailable and cannot respond to your email. I will return to the office on _____ day and return your email at that time. If you require an immediate response, please contact (insert name of previously agreed upon contact person) at (insert phone number of contact person) or by email at (name)@prototypes.org.



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In the event your email is not urgent, I will respond as soon as I return to the office.

- **Protect confidentiality.** Never send or disclose messages containing any of the Agency's confidential or proprietary information, including client information or other information entrusted to the Agency by third parties, to anyone who does not have a right to such information. Also, never access the files or communications of others unless you have a legitimate business purpose and authorization to do so. In no event shall an employee access the proprietary information or restricted websites of others.
- **Never divulge or share your system login ID or password.**



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ACKNOWLEDGEMENT OF RECEIPT

By signing this form, I acknowledge receipt of Prototypes' **Use of Technology Policy**. I understand that all officers, agents and employees of Prototypes must adhere to this policy; all supervisors are responsible for enforcing this policy; and Prototypes will not tolerate violations of this policy. Violation of this policy is grounds for disciplinary action, up to and including termination of employment.

Signature of Employee

Date of Signature

Printed Name of Employee



EMPLOYER PULL NOTICE PROGRAM

**AUTHORIZATION FOR
RELEASE OF DRIVER RECORD INFORMATION**

I, _____, California Driver License Number, _____
hereby authorize the California Department of Motor Vehicles (DMV) to disclose or otherwise make available, my driving
record, to my employer, Prototypes
COMPANY NAME

I understand that my employer may enroll me in the Employer Pull Notice (EPN) program to receive a driver record report at
least once every twelve (12) months or when any subsequent conviction, failure to appear, accident, driver's license suspension,
revocation, or any other action is taken against my driving privilege during my employment.

I am not driving in a capacity that requires mandatory enrollment in the EPN program pursuant to California Vehicle Code
(CVC) Section 1808.1(k). I understand that enrollment in the EPN program is in an effort to promote driver safety, and that my
driver license report will be released to my employer to determine my eligibility as a licensed driver for my employment.

EXECUTED AT: CITY	COUNTY	STATE
Los Angeles	Los Angeles	CA
DATE	SIGNATURE OF EMPLOYEE	
	X	

I, Sherry Fearer of Prototypes
AUTHORIZED REPRESENTATIVE COMPANY NAME

do hereby certify under penalty of perjury under the laws in the State of California, that I am an authorized representative of
this company, that the information entered on this document is true and correct, to the best of my knowledge and that I am
requesting driver record information on the above individual to verify the information as provided by said individual. This
record is to be used by this employer in the normal course of business and as a legitimate business need to verify information
relating to a driving position not mandated pursuant to CVC Section 1808.1. The information received will not be used for any
unlawful purpose. I understand that if I have provided false information, I may be subject to prosecution for perjury (Penal
Code Section 118) and false representation (CVC Section 1808.45). These are punishable by a fine not exceeding five
thousand dollars (\$5,000) or by imprisonment in the county jail not exceeding one year, or both fine and imprisonment. I
understand and acknowledge that any failure to maintain confidentiality is both civilly and criminally punishable pursuant to
CVC Sections 1808.45 and 1808.46.

EXECUTED AT: CITY	COUNTY	STATE
Los Angeles	Los Angeles	CA
DATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE	
	X	

To obtain a driver record on a prospective employee you may submit an INF 1119 form. To add this driver to the EPN Program
you must submit the applicable forms: INF 1100, INF 1102, INF 1103, INF 1103A form. You may obtain forms at our website
at www.dmv.ca.gov/otherservices, or by calling 916-657-6346.

**THIS FORM MUST BE COMPLETED AND RETAINED AT THE EMPLOYER'S PRINCIPAL PLACE OF BUSINESS AND
MADE AVAILABLE UPON REQUEST TO DMV STAFF.**

DO NOT RETURN THIS FORM TO DMV.



Policy and Procedure: Driving Vehicles for Agency- Related Business (Personal or Agency-Owned)

SUMMARY OF INTENT

The safety and well-being of Prototypes personnel and program participants are of the utmost importance. Prototypes strives to ensure that all personnel not only protect themselves when driving but also do their part to protect those around them. Personnel that drive for Agency business at any time will be expected to adhere to this Policy. There are positions within the Agency where personnel are required to drive vehicles (personal or Agency-owned) on the behalf of the Agency. This may be on an irregular basis or in the performance of their regular duties. Personnel who drive in the course of business must meet specific criteria in order to perform effectively in their respective roles. Accordingly, this Policy was written to ensure personnel are aware of related personnel and employer responsibilities.

ENFORCEMENT

All officers, directors, and personnel of Prototypes must adhere to this Policy. All supervisors are responsible for enforcing this Policy. Prototypes will not tolerate violations of this Policy. Violation of this Policy may result in disciplinary action, up to and including termination of employment.

RELATED POLICES, PROCEDURES, AND OTHER DOCUMENTS

- Personal Vehicle Usage Waiver
- Prototypes Transportation Waiver and Release
- Agency Vehicle Driver Evaluation

IMPLEMENTATION

Personnel training.

POLICY

This Policy ensures that all drivers of vehicles used on Agency business are qualified and drive safely. This Policy applies to both Agency-owned and privately-owned vehicles. Its purpose is to ensure that drivers have sufficient knowledge about vehicle handling, as portrayed through a safe driving record, in order to protect personnel, Prototypes consumers, and the general public from unsafe vehicle operations. Positions are evaluated to determine whether driving is a condition of employment. No vehicle, while on Agency business, shall be operated by an improperly insured or licensed driver or by a driver with an unacceptable driving record as defined within this policy.

PROCEDURE

As a condition of employment, personnel that are required to drive during the course of Agency business must demonstrate proof of valid automobile liability insurance as required by the State of California. Personnel are also subject to participation in the Pull Notice Program in which Prototypes is notified by the California Department of Motor Vehicles (DMV) about activity on



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personnel driving records. In addition, personnel are subject to compliance with the *Driver Safety Guidelines* described below.

Failure to meet these requirements may be grounds for reassignment, demotion, termination, or other measures to ensure Prototypes adheres to all applicable policies and regulations. Prototypes continuously monitors for employee compliance with these requirements throughout the course of employment, and personnel are required to sign a consent to release their DMV records upon hire.

All Drivers of the Agency and personnel in positions that require them to drive during the course of business must meet the following employment requirements and maintain a status as defined below:

1. Drivers must have a valid CA driver's license.
 - a. Drivers with "Out of State Licenses" must provide proof of valid CA license within 30 days of employment.
2. A driver should have at least two (2) years of driving experience and be at least 18 years old.
3. Drivers should have no more than:
 - a. Three (3) moving violations (either personal or business usage) in the past three years.
 - b. Two (2) accidents in the past (3) three years (proof of not-at-fault status for accidents must be provided to rescind this).
4. In the past three (3) years, drivers should have no more than four (4) of the following violations in any combinations:
 - a. Failure to Appear
 - b. Unlicensed Driver
 - c. No Proof of Insurance
5. Four (4) or more in combination of the above 3 and 4.
6. No major violations in the past four (4) years such as:
 - a. Reckless Driving
 - b. Driving Under the Influence
 - c. Exhibition of Speed
 - d. Leaving the Scene of an Accident, etc.
7. Drivers should not have a violation for driving on a suspended license in the past (4) four years.
8. Any personnel driving a motor vehicle must provide proof of valid liability insurance as required by the State of California. Proof can be provided in the forms listed below and



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must show the employee's name on the documentation or in an accompanying endorsement.

- a. Insurance Auto Identification Card
- b. Certificate of Insurance
- c. Copy of the face sheet of the personal auto policy

If an employee is arrested for or charged with a motor vehicle offense for which the punishment includes suspension or revocation of the motor vehicle license, the individual must notify his/her supervisor and Human Resources immediately. Personnel will be required to sign a "No Driving Agreement," and applicable Managers, Directors and Senior Leadership with oversight of personnel who are in violation of the Driver Safety Requirements will be notified in writing that the employee is prohibited from driving on behalf of the organization effective immediately and until a specified date. An employee's inability to drive on behalf of Prototypes may result in the termination of their employment if driving is a requirement of their position.

Employer Pull Notice Program (EPN)

Driver safety is promoted through the ongoing review of personnel driving records. This Policy establishes clear guidelines in the management, collection and retention of personnel driving records and the enforcement of Driver Safety Guidelines.

All personnel will be enrolled into the Pull Notice Program. California law regarding Class B Drivers requires that any person who drives a vehicle "designed, used or maintained to transport 10 – 14 passengers, including the driver" (vehicles with a total capacity between 10 and 15) carry a Commercial Drivers License (Class B). Drivers of vehicles with a total capacity of 16 or more require a Class B Drivers License with a passenger transport vehicle (PV) endorsement and must be enrolled in the Agency's Controlled Substance and Alcohol Testing (CSAT) Program as is required by the Department of Transportation (DOT).

The EPN program allows Prototypes to monitor driver license records of personnel who drive on the Agency's behalf. This monitoring accomplishes the following:

- Improves public safety
- Assures that each driver has a valid driver's license
- Reveals problem drivers or driving behavior
- Helps to minimize liability

Prototypes is enrolled in the EPN Program through the Department of Motor Vehicles (DMV) and has been assigned requestor codes. Prototypes' requestor codes are linked to each employee's driver's license (DL) record. When an employee's DL is updated to record an action/activity, a check is made electronically to determine if a pull notice is on file. If the action/activity is one that



Policy and Procedure: Driving Vehicles for Agency- Related Business (Personal or Agency-Owned)

is specified to be reported under the EPN Program, a driver record is generated by the DMV and emailed to Prototypes. Personnel are unenrolled from the program at the time of employment termination.

EPN Action/Activities Reports

The EPN program automatically generates a driver record when any of the following actions/activities occurs:

1. Upon enrollment of a driver in the EPN program.
2. Annually from the date of enrollment or 12 months from the last action/activity printout.
3. When a driver has any of the following actions/activities added to his/her driver record:
 - a. Convictions
 - b. Failures to Appear
 - c. Accidents
 - d. Driver License Suspensions or Revocations
 - e. Any other actions taken against the driving privilege.

DMV Codes

Activity reports or Driver Record Information Reports contain codes under "Section(s) Violated, Location or Accident or Out-of-state Violations" which may be translated into a description of the violation using the DMV's website as follows:

1. Confirm the status of the employee
2. Go to www.dmv.ca.gov
3. Enter the first five (5) digits of the code + VC (Vehicle Code) in the search bar on the top right hand corner. (Ex. 21453A; enter 21453 VC)
4. Click on the appropriate link to obtain information regarding the violation.

Prototypes may utilize a third party vendor to verify and/or confirm the code information on Driver Record Information Reports received.

Driver Safety Requirements

1. Prototypes' vehicles may only be operated by individuals who are least 18 years of age, possess a valid driver's license for the appropriate class of vehicle being operated, possess adequate insurance and who have Prototypes' authorization to operate the Agency vehicle.
2. Prototypes personnel must adhere to the *Planned Vehicle Maintenance* guidelines to ensure proper preparation and inspection of any vehicle being utilized (personal or Agency-owned vehicle).
3. Prototypes personnel must not engage in substantial deviations from their approved work-related commute in Prototypes' vehicles. Individuals driving Prototypes' vehicles may have



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occasions where an incidental stop is necessary between business stops. Such use shall not be considered a violation of this Policy.

4. All personnel are expected to wear seat belts at all times while in a moving vehicle being used for Agency business, whether they are the driver or a passenger.
5. All personnel are expected to drive defensively and follow all driving laws and safety rules, such as adherence to posted speed limits and directional signs, use of turn signals and avoidance of confrontational or offensive behavior while driving.
6. Personnel should never allow anyone to ride in any part of the vehicle not specifically intended for passenger use and/or any seat that does not include a working seat belt.
7. Personnel who drive commercial vehicles on behalf of the Agency or who are otherwise subject to separate rules and regulations, such as those dictated by state or federal law, are also expected to adhere to all policies and regulations associated with the appropriate law or regulation that applies.
8. Personnel may only use those vehicles or types of vehicles for which they have been trained and that they are authorized to operate.
9. No personal property should be stored in Prototypes' vehicles. Prototypes shall not be liable for the loss or damage of any personal property transported or left in vehicles.
10. Personnel must immediately report any accidents, including accidents involving personal injury to any party, to local law enforcement as well as to their supervisor and Prototypes Human Resources.
11. Prototypes and personnel who operate Agency-owned vehicles ensure the use of safe, age-appropriate restraining devices when transporting infants and children in accordance with all laws and regulations.
12. Personnel are also expected to report any citations and/or moving or parking violations received while driving on Agency business and/or in Agency vehicles to their Supervisor immediately.
13. Ensure that Prototypes Transportation Waiver and Release (Attachment A) has been signed by any passengers being transported, whether in a personal or Agency vehicle.

Prohibited Activities

1. Use of handheld cell phones is strictly prohibited while behind the wheel of a moving vehicle being used on Agency business, whether personal or business-owned, in any fashion, i.e. texting, talking, etc. This includes the use of hands-free devices.
2. Engaging in other distracting activities including, but not limited to, eating, makeup application, reading or changing radio stations or music, is also prohibited while driving, even when in slow-moving traffic.
3. Use of alcohol, drugs or other substances that in any way impair driving ability, is prohibited including certain over-the-counter cold or allergy medications.
4. Smoking is prohibited inside Agency-owned vehicles



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5. Alterations of Prototypes' vehicles are prohibited, including stereos, radar detectors, window tinting, etc.

Vehicle Safety Kits

To ensure that all personnel are equipped in the event of a vehicle-related accident or emergency, all Agency-owned vehicles and personal vehicles being used to transport a client, are required to have a vehicle safety kit at all times. The vehicle safety kit includes the following items:

- Claims envelope
- Maintenance schedule
- Basic first aid kit
- Prototypes' Driver's Vehicle Inspection Report (DVIR)/Vehicle Usage Log
- Fire extinguisher
- Roadside warning triangle
- Fire retardant blanket
- Disposable camera
- Prototypes-provided emergency roadside assistance card
- Written emergency procedures

Additionally, communication devices must be available in Agency and personal vehicles when transporting clients.

Planned Vehicle Maintenance

It is Prototypes' intent to ensure that all Agency vehicles are inspected and maintained regularly to ensure the safety of personnel and passengers and good repair of Prototypes' fleet.

1. Routine Inspections and Maintenance (Performed by Personnel)
 - a) Prior to using any Prototypes' vehicle and at the end of that days' use, the driver will conduct an inspection and complete the Prototypes' Driver's Vehicle Inspection Report (DVIR)/Vehicle Usage Log.
 - b) The driver will also complete a Weekly Inspection as described on Prototypes' DVIR for Prototypes' passenger vehicles that carry 16 or more passengers.
 - c) The driver will immediately bring any vehicle problems to the attention of the Manager or Director who will ensure that these problems are repaired immediately by an approved vendor and that the vehicle will be taken out of commission until repairs are performed and a subsequent internal inspection is performed.
2. Routine Professional Inspection and Maintenance
 - a) The Manager, Director or their designee will monitor the Prototypes' DVIRs/Vehicle Usage Logs regularly. Prototypes' vehicles will be inspected, and maintenance will be



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completed as needed, and every three months, and in no event less frequently than every 3,000 miles.

Accident Reporting

If involved in a vehicular accident, drivers are to follow the procedures outlined below:

1. Render aid or assistance to the injured.
2. Notify the nearest law enforcement agency immediately if the accident involves a fatality, injury, or property damage.
3. Immediately notify your supervisor.
4. If operating an Agency-owned vehicle, and if physically able in a safe manner, the driver should utilize disposable cameras located in the vehicle safety kit to document any accidents. Additionally, as soon as the Agency driver is safe and able, the individual should complete the documentation in the Claims Envelope in the glove compartment and email or fax the documentation to Human Resources within 24 working hours.
5. Complete the Incident Report Form and following the procedures outlined in the Incident Reporting Procedure.

Emergency Roadside Assistance

Prototypes contracts with an approved vendor to provide emergency roadside assistance for all Agency vehicles. All Prototypes' vehicles have an emergency roadside assistance card onboard. In the event emergency roadside assistance is needed (flat tire, breakdown, out of gas, etc.), the vehicle driver will call the phone number on the card, provide Prototypes' member number and assistance and/or a tow truck will be dispatched immediately.

Vehicle Monitoring Program

Prototypes participates in the SafetyFirst Vehicle Monitoring Program, which identifies serious risk taking behaviors and alerts the Agency before an accident happens, in order to help drivers perform safely. Highly visible, individualized decals with a 1-800 number are applied to each Agency vehicle. Motorists will call and comment on dangerous driving activity. The call center staff will validate the callers report and screen it for details and provide reports to Prototypes management team for review. A designated manager will discuss the report with the affected driver in order to establish the facts surrounding the report and develop a corrective action plan, if necessary. Vehicle Monitoring Program Reports are reviewed and discussed during monthly Prototypes Health & Safety Committee meetings.

Driver Evaluations and Training

Ride-behind driver evaluations for all designated Agency drivers will be performed on a quarterly basis. Drivers must obtain a minimum score of 95 during the ride-behind to maintain driving privileges. If an Agency driver scores below a 95, the driver is required to complete driver safety training and score a minimum of 95 in the ride-behind driver evaluation prior to their driving

Revised:

Approved: 08/10/15, 11/02/15

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privileges being reinstated. All Agency drivers who obtain a minimum score of 95 on all ride-behind driver evaluations will be required to complete driver safety training on an annual basis.

Use of Personal Vehicles

Prototypes personnel may be required to operate his/her personal vehicle in the pursuit of conducting Agency business. Prototypes personnel driving personal vehicles to conduct Agency business are responsible to ensure they meet the State of California requirements for maintaining primary insurance on their vehicle. Prototypes does not provide primary insurance coverage for employee liability nor does the Agency provide coverage for damage to personal vehicles. Personnel using their personal vehicles to conduct Agency business are eligible for mileage reimbursement at the Agency's current reimbursement rate. All Personnel using a personal vehicle in the pursuit of conducting Agency business must sign Prototypes' Personal Vehicle Usage Waiver. Personnel may also relinquish driving responsibilities and refuse to sign the waiver if driving on Agency business is not a requirement of their position. Agency volunteers and student interns may not transport clients at any time.

Vehicle use on behalf of the employer may or may not involve the transportation of clients or fellow personnel of the Agency and may include Agency business such as attending offsite meetings and required trainings. Prototypes discourages the use of personal vehicles for transporting clients and any individual, prior to doing so, must:

1. Notify a supervisor of the nature of the situation and why an alternative solution is not available
2. Check out a vehicle safety kit from the front desk or designated area prior to the client being transported
3. Ensure that Prototypes Transportation Waiver and Release has been signed by any passengers being transported.

MONITORING

1. Prototypes develops and implements processes to assess and monitor compliance with policies and procedures. When appropriate, monitoring measures are established and performance evaluated. When performance goals are not met, Prototypes ensures the following:
 - a. Identification of opportunities for improvement
 - b. Implementation of actions to improve performance,
 - c. Monitoring of actions taken, and
 - d. Reporting results of actions taken.
2. Any performance monitoring results are reported to the relevant oversight committee or audience (e.g., QI Committee, Health & Safety Committee, Senior Leadership Team, Board of Directors).

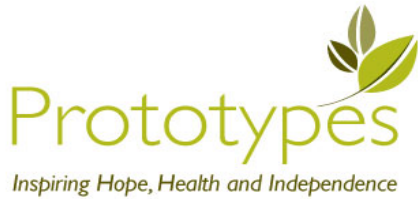


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3. Policies are reviewed at least annually to ensure a) consistency with current practice standards in behavioral health care and b) compliance with federal, state, and county regulations, licensure requirements and accreditation standards.

RESOURCES

1. CARF Behavioral Health Standards Manual, Section 1: Health and Safety.
2. California Department of Motor Vehicles. <https://www.dmv.ca.gov/portal/dmv>.



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Agency-Owned)**

ATTACHMENT A

Prototypes Transportation Waiver and Release

I, the undersigned, voluntarily give my consent to be transported by Prototypes and will assume all liability related to this transportation and any injury that may result during transport.

Further, by signing below, I will not hold Prototypes, its officers, directors, employees, assigns or anyone acting on its behalf, responsible or liable for injury occurring to the named participant in the course of such activities or travel. The undersigned recognizes that Prototypes has not undertaken any duty or responsibility for his or her safety and the undersigned agrees to assume the full responsibility for all risk of bodily injury, death, disability, and property damage as a result of being transported by Prototypes. With the full knowledge and appreciation that being transported as a passenger can be a hazardous activity, the undersigned agrees to assume all risks associated with transportation provided by Prototypes.

By my signature, I hereby state that I understand the risks involved in participating in this transportation and willingly and voluntarily accept the risks. By my signature, I hereby surrender any right to seek reimbursement from Prototypes and its officers, agents, employees, assigns or anyone acting on its behalf for injury sustained and liability incurred during my participation in the transportation. By my signature, I warrant that I am not relying on any oral representations, statements or inducement apart from the statements made on this form, and I hereby expressly waive and release any and all rights or claims of any nature whatsoever I may have against Prototypes and its officers, agents, employees, assigns or anyone acting on its behalf, in connection with, or resulting from being transported by Prototypes.

The undersigned acknowledges that he/she has read Prototypes Transportation Waiver and Release and the foregoing paragraphs, has been fully and completely advised of the potential dangers incidental to engaging in transportation, is fully aware of the legal consequences of signing the within instrument and consents to the terms of this Waiver and Release.

This Waiver and Release will be valid for all transportation occurring as of and after the date below.

Date

Participant Printed Name

Signature

Printed Name of Parent/Guardian (if signing for a minor under 18 years of age)



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Personal Vehicle Usage Waiver

Prototypes may ask personnel to use personal vehicles for business purposes. This may include such things as traveling for meetings or trainings, picking up goods/supplies, field-based visits or whatever may be necessary. This form is to be read and signed by any individual who drives his/her personal vehicles. By signing this form, the undersigned agrees to all terms and conditions as outlined below.

1. The owner of the vehicle will be responsible for keeping the vehicle in sound mechanical condition and safe to operate and occupy for the scheduled trip(s).
2. The owner of the vehicle is responsible for all damage to the vehicle.
3. The owner of the vehicle shall maintain liability insurance in the amount equal to or exceeding State of California minimum requirements.
4. The owner of the vehicle's insurance is primary in the event of an accident.
5. The owner of the vehicle is responsible for injury to passengers and others as a result of any accident.
6. Prototypes' insurance shall apply in excess in the event the primary limits are exhausted.
7. Prototypes shall indemnify and hold harmless the individual for liability and damage caused through actions of the organization.
8. All personnel using their personal vehicle for approved business travel will be reimbursed for such use at the currently-approved IRS rate of reimbursement per mile. This fee is intended to repay you for your expenses in operating the vehicle including the cost of gas, oil, tires, maintenance and the cost of insurance.
9. Hold Prototypes harmless from and indemnify it against any injury or harm arising out of my failure to observe these rules.
10. Be in possession of a current state driving license, have the appropriate registration and provide proof of automobile insurance. Copies of current driver's license and certificates of insurance shall be provided to Human Resources and kept current.
11. Follow all of Prototypes' driver requirements and responsibilities while driving on Prototypes business.

Personnel Name

Date

Personnel Signature