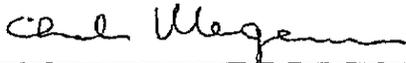
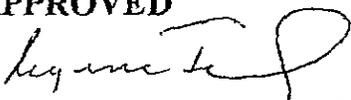


KCCC INTERNAL OPERATING PROCEDURES ADA	NUMBER 9.6 PAGES 11
APPLICABILITY Correctional Treatment Unit (CTU)	REFERENCES STANDARDS ACA: 4-ACRS-2A-01; 4-ACRS-2A-11; 4-ACRS-2A-12
CHAPTER Nine (9) Security	SECTION A Offender Accountability APPROVED 
EFFECTIVE March 1, 2011	APPROVED 

I. POLICY

It is the policy, procedure and practice of the Kansas City Community Center to have a comprehensive offender accountability plan that ensures every offender is accounted for while in the facility, at work and at all activities outside the facility.

II. DISCUSSION

It is imperative that KCCC staff is able to locate and verify the whereabouts of offenders at all times. This policy outlines the process for ensuring the accounting of all offenders while in or out of the facility. The object of offender accountability is to maintain the safety and security of the offenders, staff, and the community.

III. DEFINITIONS

None

IV. PROCEDURES

A. ACCOUNTABILITY

1. To ensure the accountability of all offenders assigned to the facility a minimum of six (6) headcounts will be conducted daily with a minimum of two (2) being performed per eight hour shift.
2. The staff conducting the count will be identified by initialing the start and completion time of each count performed on the Daily Count Sheet (Attachment A). The count sheet will be current to include every offender assigned to reside in the facility.
3. For any offender residing in the facility who is not confirmed to be in the facility at the time of the count, staff will review the individual Sign In/Out log (Attachment B) to determine whereabouts of the offender.
4. Offenders leaving the facility for work, approved passes, program activities, or any other authorized activity outside the facility will be required to sign out on their individual Sign In/Out log, providing an exact address and landline telephone number of their destination. The time they are leaving the facility and their expected return time will also be recorded.
5. Offenders signing out for employment searching will be allowed to leave to the Kansas City area for a specified period of time. Offenders must provide case manager a completed Job Search Form (Attachment C) upon arrival back at the center.
6. Extended Passes (Attachment D) must be pre-approved by a case manager and the offender must provide an exact address and telephone number of the destination. The length of time allowed out the facility will be determined by the case manager with consideration given to travel times, means of travel, and the *purpose of the pass*. Offender will present the approved pass to the control center staff to confirm that the time and location outside the facility is authorized before offender will be allowed to leave the facility on an extended pass.

The case manager must confirm that the residence meets the requirements of having a landline telephone capable of receiving long distance calls.

A minimum of three (3) contacts, either telephonic or in person, must be completed by a staff member for each twenty-four (24) hour period that offender is away from the facility on an Extended Pass. All other activities outside of the facility such as; medical/mental health appointments, drug and/or alcohol treatment meetings, etc., will be subject to verification requiring that offenders are responsible for providing documentation of attendance, location, contact information, and arrival/departure times.

7. If at any time, a staff member cannot confirm the whereabouts of a offender, a Three Hour Warrant Checklist Form (Attachment E) will be written documenting the efforts of staff to locate the offender. This effort will include a search of the facility, telephone contact with the destination where offender is signed out to be, and telephone inquiries to determine if offender has been injured or arrested. If the offender is not located, an AWOL violation (Attachment F) will be written. Staff must contact the Program Director or Chief of Security who will immediately contact the PO for warrant approval.

B. Return to the Facility

1. All offenders entering the facility will be required to sign in on their individual sign in/out sheets and will be subject to a search of their person and belongings as a means of ensuring that no contraband is being brought into the facility. A breath analysis test will be conducted on every offender signing in and will be recorded on offender's sign in/out log. Offenders are also subject to drug testing on a random basis to ensure compliance with rules regarding the use of illicit substances.

C. Visitors

1. Visitors are subject to staff approval and must provide appropriate documentation to identify them. Visitors may be asked to submit to a search of any packages entering the facility. Refusal to submit to a search will be grounds to deny entry to the facility. Visitors suspected of being under the influence of alcohol or illicit substances will not be permitted entry to the facility.
2. Any person entering the facility will be required to sign in on the Visitation Form (Attachment G) and sign out when leaving. Visitors may require a staff escort and/or be denied access to some areas of the facility. With the exception of law enforcement officials, weapons of any kind will not be allowed within the facility.

D. Searches

1. Offenders living areas and all common areas of the facility will be routinely searched on a random basis as part of an ongoing effort to ensure that the facility remains free of contraband. The program monitor staff will utilize a metal detection device, video monitoring, and will conduct regular internal and external security rounds to ensure the safety of all offenders, staff, and the community.

V. **ATTACHMENTS/FORMS**

- A. CTU Room List
- B. Sign In/Out Sheet
- C. Job Search Form
- D. Extended Pass Form
- E. Three Hour Warrant Form
- F. Violation Form
- G. Visitation Form

VI. **HISTORY**

Original: August 1, 2008
Revised: March 1, 2011

CTU ROOM LIST
DATE _____

Number 9.6
Page 5
Attachment A

CODE 1=WORK 2=JOB SEARCH 3=FREE TIME 4=PASS 5=IN HOUSE 6=AWOL 7=OTHER

RM	BED	NAME	1	1	2	2	3	3	RM	BED	NAME	1	1	2	2	3	3
A	1								C	1							
	2									2							
	3									3							
	4									4							
	5									5							
	6									6							
	7									7							
	8									8							
	9									9							
	10									10							
	11									11							
	12									12							
	13									13							
	14									14							
	15									15							
	16									16							
B	1								D	1							
	2									2							
	3									3							
	4									4							
	5									5							
	6									6							
	7									7							
	8																
	9																
	10																
	11																
	12																
	13																
	14																
	15																
	16																
COUNT START									COUNT START								
COUNT END									COUNT END								
SUPERVISOR APPROVAL									SUPERVISOR APPROVAL								

Employer: _____

Address: _____

Phone No.: _____

RESIDENT'S NAME _____ I.D. # _____ to _____

WORK/JOB SEARCH			DEPARTURE		EXPECTED RETURN		EXTENSION		ACTUAL RETURN					
DESTINATION	ADDRESS	PHONE	TIME OUT	DATE	EXPECTED RETURN TIME	DATE	STAFF INT.	REVISED EXPECTED RETURN TIME	STAFF INT.	ACTUAL RETURN TIME	DATE	BA	STAFF INT.	RESIDENT'S SIGNATURE

PASS/FREE TIME			DEPARTURE		EXPECTED RETURN		EXTENSION		ACTUAL RETURN					
DESTINATION	ADDRESS	PHONE	TIME OUT	DATE	EXPECTED RETURN TIME	DATE	STAFF INT.	REVISED EXPECTED RETURN TIME	STAFF INT.	ACTUAL RETURN TIME	DATE	BA	STAFF INT.	RESIDENT'S SIGNATURE

COMMENTS: _____

CM/PO: _____ RESIDENT'S NAME _____ ROOM #: _____

JOB SEARCH

Client Name: _____ Day/Date: _____

Co. Name: _____ Results: _____

Co. Address: _____

Phone No: _____

Time Arrived: _____ Name of Person Spoken With: _____

Time Departed: _____

Co. Name: _____ Results: _____

Co. Address: _____

Phone No: _____

Time Arrived: _____ Name of Person Spoken With: _____

Time Departed: _____

Co. Name: _____ Results: _____

Co. Address: _____

Phone No: _____

Time Arrived: _____ Name of Person Spoken With: _____

Time Departed: _____

Co. Name: _____ Results: _____

Co. Address: _____

Phone No: _____

Time Arrived: _____ Name of Person Spoken With: _____

Time Departed: _____

Time Departed KCCC: _____ Staff Signature: _____

Time Returned to KCCC: _____ Approval: Yes _____ No _____

Client Signature: _____ Additional Contacts – enter on back

**KANSAS CITY COMMUNITY CENTER
EXTENDED PASS REQUEST**

NAME: _____ NUMBER: _____ DATE: ____/____/____

ROOM NO: _____ BED NO: _____ CASEMANAGER _____ PO _____

I request approval for a pass during the following period. I will remain at my pass destination at all times except for the times listed on the Alternative pass Destination as described on the back of this form. I understand that any violation of these conditions may result in cancellation of the pass, disciplinary action, and/or charges of escape. I also understand that I may be contacted at anytime while on pass to verify my presence at the location or to be requested to return to the facility.

I certify that my work hours listed below are true and accurate. I further understand these hours will be verified and future passes may be disapproved if the information has been intentionally falsified.

PASS BEGINS AT _____ : _____ a.m./p.m. On (day) _____ (date) ____/____/____

PASS ENDS AT _____ : _____ a.m./p.m. On (day) _____ (date) ____/____/____

TOTAL PASS HOURS _____

DESTINATION

Name _____ Relationship _____

Address _____ Telephone () _____

Currently Employed: Yes _____ No _____ Hours Weekly _____ Date of Last Paycheck ____/____/____

Resident's
Signature: _____

Pass Recommended by _____ (Case Manager)

Approved by _____ (Liaison Officer)

(Liaison Signature required if over 3 hours)

SIGN OUT: Resident's Signature _____

Date ____/____/____ Time _____ : _____ a.m./p.m. Staff Signature _____

SIGN IN: Resident's Signature _____

Date ____/____/____ Time _____ : _____ a.m./p.m. Staff Signature _____

Comments, Telephone or other contacts (Include date and time) _____

Staff Signature _____

**KANSAS CITY COMMUNITY CENTER
THREE HOUR WARRANT CHECKLIST**

Before declaring a resident and "absconder", and contacting the Probation and Parole Command Center in Jefferson City, the following places/institutions must first be searched or contacted. Please initial and indicate the time the following contacts were made.

Date: _____ Time: _____

Resident Name _____ DOC# _____ CM/PO _____

<u>Employee Initials</u>	<u>Time</u>	<u>Place/Institution</u>
_____	_____	Visually witness resident depart facility without authorization. Sign-In/Sign-Out log checked.
_____	_____	Time scheduled to return: _____
_____	_____	Bed area checked.
_____	_____	Call to report to Front Desk
_____	_____	Building Searched (AWOL search form)
_____	_____	Call to reported destination. _____
_____	_____	Call to employer (indicate N/A if business is closed)
_____	_____	Check with Jackson County Detention Center: (816) 881-4209
_____	_____	Check with KCPD Detention: (816) 234-5180
_____	_____	Check with resident's emergency contact number (local call only).
_____	_____	Western Missouri Mental Health Center Emergency Room: (816) 512-7222
_____	_____	Truman Medical Center West: (816) 404-1000
_____	_____	Time determined to be an absconder: _____
_____	_____	Warrant Approval: Anthony Fletcher/Mona Talley
_____	_____	Call to Probation and Parole Command Center: 1-800-816-8199 (Only after approval is received)

This checklist is to be attached to the Conduct Violation Form along with the AWOL search Form.

HEARTLAND CENTER FOR BEHAVIORAL CHANGE CORRECTIONAL TRANSITIONS UNIT

RULES OF CONDUCT

It is necessary for CTU to establish Rules of conduct to maintain a safe and orderly environment. Our rules are comprised of Major, Medium and Minor violations. Please review these closely.

MAJOR (1-10) – Major conduct violations are those that threaten the safety, security or the integrity of the program. Major violations will be reviewed by your case manager and your PO. Generally the consequences imposed are severe. Your consequences may include restriction or discharge from the program.

1. Laws:

- New law violation of any kind
- Failure to report arrest to probation/parole officer and case manager.
- Failure to abide by conditions of probation/parole or courts (i.e., crossing state lines or driving without permission).

2. AWOL:

- Unauthorized leave from Center for any reason including failure to return from work, free time or pass time at estimated arrival time.
- Failure to be at destination indicated on the sign in/out sheet.
- Failure to turn in job search forms when job searching.
- Failure to provide proof of whereabouts when returning from a pass to the store, show, etc.

3. Violence or Threatening Behavior:

- Striking, pushing, or fighting with another, or engaging in verbal threats.

4. Illicit Use of Substances:

- Possession of alcohol or non-authorized drugs, paraphernalia or mind altering drugs – K2
- Use of alcohol and/or drugs
- Refusal to submit to a BA/UA test.
- Refusal to submit to a search.
- Failure to provide a UA sample within 2 hours
- Smoking cigarettes in the building (Safety hazard, State Law).

5. Sexual Misconduct:

- Engaging in sexual activity with other residents or staff, on or off property
- Sexual harassment of other residents and/or staff.
- Engaging in sexual activity with visitors on property.
- Possession of sexually explicit materials (i.e. videos, pictures etc)

6. Weapons:

- Possession of gun, knives, brass knuckles or similar instruments designed to cause harm.
- Refusal to submit to a search.
- Refusal to relinquish cell phone or any other piece of property.

MINOR (16-23) – Minor conduct violations are violations that affect the CTU environment. These violations will be discussed with your case manager. Consequences may include extra duty loss of free time/ pass time and/or a learning experience.

16. Disturbance

- Disturbing others with loud noises.
- Arguing or engaging in horseplay

17. Malingering/Loitering

- Pretense of illness to avoid responsibility
- Failure to abide by curfew rule
- Loitering at the Front Desk, in hallways, or in dining room

18. House Tasks

- Failure to complete assigned in-house task on time.

19. Sanitation Violation

- Dirty or disorderly room, clothing, linens, or failure to attend to personal hygiene.
- Failure to do linens weekly.

20. Gambling

- Engaging in betting competition for money or goods.

21. Tattooing/Body Piercing

- Engaging in tattooing/body piercing of self or others on HCBC property

22. Unit Rules

- Failure to abide by unit rules, including such things as eating in dorm room, dress code, etc.
- Unauthorized cell phone usage. No using phone in day room area, dining room, PO/CM office or after lights out. *(1st violation will result in a two week restriction from using cell phone. 2nd violation will result in phone being confiscated till discharge).*

History

Original February 1, 1995

Revised: November 1, 1995
Revised: February 15, 1996
Revised: November 13, 1997
Revised: November 15, 1998
Revised: June 15, 1999
Revised: April 24, 2000
Revised: February 5, 2004
Revised: March 24, 2011
Revised: July 21, 2011
Revised: November 6, 2012
Revised: August 5, 2013
Revised: August 11, 2014

Revised: October 13, 2005
Revised: December 18, 2006
Revised: January 22, 2007
Revised: March 24, 2008
Revised: March 12, 2009
Revised: June 15, 2009
Revised: April 6, 2010
Revised: July 14, 2011
Revised: October 21, 2011
Revised: January 30, 2013
Revised: March 20, 2013

KCCC INTERNAL OPERATING PROCEDURES	NUMBER 13.5	PAGES 6
APPLICABILITY Correctional Treatment Unit	REFERENCES ACA: 3-ACRS-3D-07	
CHAPTER Twelve (12) Justice	SECTION B Offender Complaint/Grievance Procedure	
EFFECTIVE March 1, 2009	APPROVED  APPROVED 	

I. POLICY

It is the policy, practice, and custom of the Kansas City Community Center that offenders shall have the opportunity to initiate grievance procedures on any condition or action within the Correctional Treatment Unit without being subject to any adverse action.

II. DISCUSSION

Offenders should have the opportunity to express themselves regarding *problems they are having with the program without being subject to any adverse action*. The ability to express personal complaints provides staff with opportunities to review agency procedures and consider alternatives that may improve the program. It provides offenders an opportunity to ventilate feelings in a formal manner and thereby acts to minimize the frustrations that may be associated with community transition. The formal grievance process enables constructive two-way communication between staff and offenders, and as such, *should not be discouraged*. Though this IOP addresses the offender's formal grievance and appeal process, informal grievance problem solving remains the preferred method of the remediation of complaints or grievances.

III. DEFINITIONS

None

IV. PROCEDURES

A. The offender will be apprised of the grievance/complaint procedure by his or her case manager/designee during the intake orientation process. The case manager will maintain a supply of the Offender Complaint/Grievance form available for distribution to the offender in their office. This form will also be maintained and available at a location accessible to the offender. Offender's requesting a grievance form will be given one.

B. Submission of a Complaint

The offender shall first discuss the problem with his or her assigned case manager. The offender may also file his or her complaint by inserting it into the locked "Grievance Box" located on the first floor of the facility thereby bypassing the case manager. The "Grievance Box" is checked daily during the business week by the CTU administrative assistant who records the grievance and forwards it to the program director. If a satisfactory response is not received from the case manager, then the offender shall, in writing, complete an Offender Complaint/Grievance form (Attachment A) and forward it to the program director. The Offender Complaint/Grievance form (page 1) should include the following:

1. Identifying offender information.
2. The nature of the complaint – This statement shall be specific, including the date, time, and location where the incident occurred, other persons involved, and how the situation has affected the resident.
3. Rules, regulations, policies, or circumstances about which the resident is filing the complaint.
4. Action the offender believes ought to be taken.
5. Date the complaint was filed.
6. Signature of the offender.

C. Program Director Response

1. The program director shall respond to the offender complaint within 3 working days of receiving the complaint. If the program

director is not available, the chief of security shall process the complaint/grievance form. The CTU administrative assistant will maintain a grievance file folder in her or his office that is available for review by the state agency. The program director shall also give a copy of the complaint to the respective liaison officer. Upon receipt of an Offender Complaint Grievance form, the CTU administrative assistant will record the grievance/complaint in grievance/complaint file folder. The program director will interview the offender and attempt to resolve the grievance. If more time is needed by which to resolve the grievance/complaint, the program director shall notify the offender of such and make notation on the complaint of the time extension.

2. The program director will investigate the complaint/grievance and take, if required, appropriate remedial action. The program director's written response shall contain findings of fact, conclusions drawn, and the action taken. The program director will make his or her entries in the appropriate space on page two of the grievance forms. The program director shall discuss his or her findings with the offender.

D. Appeal Process

Should the offender be dissatisfied with the findings of the program director, the offender can appeal the program directors' decision/findings to the offender's liaison officer.

1. If the response of the program director is not satisfactory to the offender, the offender may make an appeal to his or her liaison parole officer (page 2 of the form).
2. The offender shall state, in writing, why the response is not satisfactory and what action the offender believes the program director should take.
3. Upon receipt of the appeal the liaison office shall review the situation within 5 working days and make the appropriate recommendation (page 2 of the form). In those circumstances in which the program director and the liaison officer disagree about the issue at hand, the grievance will be referred to the executive director and to the liaison officer supervisor for final disposition. This will occur within 5 working days of these two individuals being

notified about a difference of opinion regarding an offender complaint. The decision reached by the executive director and the liaison officer supervisor is final. The offender will be notified in writing about the final decision reached.

4. All correspondence concerning the complaint will be entered into the offender file.

E. Limitations

1. An offender may submit an Offender Complaint/Grievance form for any issue affecting the offender whose signature is on the form.
2. Offender Complaint/Grievance forms will not be accepted for complaints about state agency liaison staff, or parole board decisions.
3. Complaints concerning individual liaison officers should be submitted to the liaison officer supervisor. Complaints concerning parole board decisions should be submitted to the Parole/Probation Board. The Program director will direct the offender as to how to route these types of complaints/grievances.

F. Inter-agency Cooperation

The Program director shall cooperate with the state agency in completion of any inquiries and complaints being conducted by the state agency.

V. **ATTACHMENTS/FORMS**

- A. Offender /Complaint Grievance Forms

VI. **HISTORY**

Original: May 1, 2000

Revised: March 1, 2009

OFFENDER COMPLAINT/GRIEVANCE
If additional information is needed – attach to this form.

Offender

Name _____ Number _____

Registration Number _____ Date ____/____/____

OFFENDER GRIEVANCE/REQUEST

Offender _____ Signature _____

Date

FACILITY PROGRAM DIRECTOR RESPONSE

Date Received ___/___/___ Date Reviewed ___/___/___ Director's
Signature _____

I accept the decision made on ___/___/___ Offender
Signature _____
(date)

I wish to appeal the decision made on ___/___/___ Offender
Signature _____
(date)

Offender Response

Offender Signature _____
STATE AGENCY REPRESENTATIVE RESPONSE

Date Received ___/___/___ Date Reviewed ___/___/___
Signature _____

I have received and reviewed the response of the Department on
___/___/___ (date)

Offender Signature _____

**HEARTLAND
CENTER**
for behavioral change

Correctional Transition Unit
CTU

Resident Handbook

CORRECTIONAL TRANSITIONS UNIT (CTU) RESIDENTIAL PROGRAM

INTRODUCTION

Welcome to the Heartland Center for behavioral change (HCBC), Correctional Transitions Unit (CTU) Residential Program. We wish you every success in your stay here.

The CTU Residential Program is designed to offer you assistance. Although each of you may arrive here for a different reason, all of you are here for some type of help. It is our hope that while you are here, you encounter caring staff and obtain the help you need to prepare you for success in the community.

The residential program is a program funded by the Missouri Department of Corrections. Our rules are designed to meet the requirements of the Department. It is important that you read and understand these rules.

The majority of residents assigned to CTU have problems related to alcohol and drug abuse, and all have legal problems. The staff at CTU are professionally trained to support you in your efforts to become free of chemical dependency, and ultimately, the criminal justice system. However, the decision to succeed rests with you. You must have the desire and willingness to succeed.

The program is designed with a length of stay of 30-90 days, dependent on satisfactory adjustment.

Upon arrival to the center you will be given a tour of the facility, a handbook which explains the rules and regulations, and a summary of the overall program. You will meet with a staff member who will further explain the program and assist you in completing your initial paperwork.

Our program is described in detail in the remainder of this booklet. Services and requirements are listed alphabetically.

Good luck to you, we wish you every success.

**HEARTLAND CENTER for behavioral change
CORRECTIONAL TRANSITION UNIT**

AUTHORIZED PROPERTY LIST

ITEM	QUANTITY	COMMENTS
Alarm Clock	1	No clock radios
Cloth Tote-No Pockets	1	See through plastic or mesh
Belt	2	No chains
Blanket	1	Twin size single Center will provide.
Blowdryer	1	
Cell Phone	1	Must be approved by case manager and not have internet or camera.
Clothing	10	Tops (Including Uniforms) no spaghetti straps or strapless. No low cut exposing cleavage or backless
	10	Bottoms (Including Uniforms)
	10	Pair of hosiery (socks, knee highs etc)
	10	Underwear
	4	Pair of Shoes (This includes shower)
	2	Coats/Jackets
Coffee and Creamer than	1 ea	Instant coffee and a creamer no larger than 16 oz.
Cup/Drinking Container	2	Plastic 16oz. max
Hygiene Products		Must fit in 1 shoebox size plastic container that is stored in foot locker. This includes shampoo, gel, toothpaste etc.
Curling Iron	1	
Electric Razor/Trimmer	1	
Fan	1	Not larger than 12 inches
Hangers	10	
Headgear	2	This includes religious
MP3 Player	1	Cannot access internet or have video
Mesh Bag for Dirty Laundry	1	
Photo Album	1	
Plastic Container	1	Shoebox size only. Stored in footlocker containing hygiene products.
Purse	1	Max 10 inches wide
Reading Lamp Clip on only	1	
Reading Material-Books	(4?)	No more than will fit in the space provided.
Reading Material-Mag/Newspaper	3	No censored material.
Sewing Kit	1	Blunt scissors only
Sheets	2	Center will provide.
Sunglasses	1pr.	
Surge Protector Extension Cord	1	Must be UL rated
Towels and washcloth		2 towels and 2 washcloth Center will provide.
Umbrella	1	Must be collapsible
Wallet	1	No chains

Amended 08/04/2014

ALCOHOL/DRUG TESTING

Alcohol or drugs may not be used, sold, traded, taken, or given away, on or off the premises of CTU.

Drinking or possession of alcohol, use of drugs or possession of drugs, on the premises may result in your automatic termination from the program (and arrest when applicable).

CTU reserves the right to administer a breathalyzer (BA) test or take a urine (UA) sample at any time. Residents are given two (2) hours to provide a urine sample. If you fail to produce a sample within the allotted time, a violation is written. A refusal to comply with a request to submit to a BA or a UA test is considered an admission of guilt and may result in termination from the program.

ARREST AND OLD WARRANTS

You are required to ***immediately*** report any contact with police, a new arrest, or difficulty with an old warrant to your case manager ***and*** probation/parole officer.

You are not permitted to associate with any convicted felons or misdemeanants outside of the center, including other residents of the program, without the expressed permission of your probation or parole officer.

BADGES

All residents must wear a picture identification badge. This badge **must be worn near the chest area with your picture facing out at all times.**

BOUNDARIES

While a resident of CTU, you must remain within certain building boundaries. You are never allowed to visit residents on other units. All residents going to dining room or gym must leave the unit together and return together accompanied by staff.

There are also outer boundaries. You are permitted to congregate near the main center only in the area where the picnic tables are located. Residents are never permitted to congregate or loiter on the steps of the building, near the adjacent building located at 1534 Campbell, in the rear parking lot, or in any areas other than the designated area on the north side of the building.

BUILDING/HOUSEKEEPING DUTIES

The residential center is a community where many people live. To maintain an orderly and clean environment it is necessary for all that live in the building to take part in cleaning it. You are required to maintain your belongings, bed and living area in a neat and orderly manner. All beds must be properly made and all belongings neatly stored daily before leaving the premises. You may also be required to complete a daily unit task before leaving the premises. Area must be checked before signing out on job search.

Staff inspections are conducted daily. If your area is in an unacceptable condition you may be written a violation and/or not allowed to sign out until area is compliant with room condition requirements. Please review the Room Condition requirements, which are included in this booklet.

Total building clean-ups are conducted monthly when all residents work together as a team to ensure the entire building and yard is cleaned.

CONTRABAND

We cannot allow you to possess any items which present a danger to others, which serve as a fire safety hazard, or which would offend or annoy others living in this environment.

Dangerous items of any type are prohibited, including but not limited to: weapons, knives, ice picks, brass knuckles, guns, etc. **You may be immediately terminated from the program and arrested if any of these items are found in your possession or on your person.**

Possession of alcohol and/or drugs will result in your unsuccessful termination.

Possession of drug paraphernalia, such as roach clips, hemostats, syringes, is considered a serious infraction and may result in your immediate termination.

Possession of an **unauthorized** cell phone will result in your cell phone being confiscated and the **loss of cell phone privileges for your entire stay.**

Possession of tobacco products and/or lighters will result in those items being removed and disposed of.

Only items listed on Authorized Property List are allowed. Any items not on this list will be confiscated and disposed of.

A property removal form and/or Conduct Violation will be written when property is removed.

CONDUCT

CTU and the Missouri Department of Corrections establish the Rules of Conduct. Rules are necessary to maintain a safe and orderly environment and to offer you an opportunity to prepare for successful release. The Rules of Conduct and sanctions are included as an attachment to this booklet.

CURFEW

All residents may be eligible for free time. If granted, you must report back to the center by 9:45 p.m. In the event you cannot return on time, you must contact the center immediately. Although you may notify the center, late returns are considered a conduct violation and as such we are required to report them.

Please note: If you are more than three (3) hours late, you are subject to arrest.

DELIVERIES

You are allowed to receive packages from friends and relatives. **All packages brought inside the building will be searched, regardless of who brings it in, family, friends, or yourself.** Packages and property from friends and relatives are accepted on visitation times only. Special arrangements to bring property in outside of those times will need to be arranged in advance with the program staff. **All packages must be brought to the front desk.**

Packages accepted outside of the building will not be allowed and can result in a violation. All packages will be kept at the Front Desk until they have been properly searched. Property must be approved in advance by case manager. NO FOOD DELIVERIES.

DORM MEETINGS

Dorm meetings are held at a minimum of once a month. These meetings are conducted to allow the residents to voice their concerns and also to update the residents on any changes or upcoming events (i.e. extended pass time for holidays, etc.)

DRESS CODE

HCBC facilitates programs for both men and women, and we employ both men and women. As such, proper dress and behavior is expected of all residents at all times. It is unacceptable to enter any common area of the building undressed or in any type of nightwear. Promiscuous or suggestive clothing is not acceptable. Clothing should cover the body. No sagging, low cut jeans or revealing tops. No baseball hats, hoodies, doorags or any other head covering, while in the facility. If you are unsure of whether your clothing is acceptable it probably isn't. When leaving your room, you must be fully dressed. Shirts and shoes must be worn at all times. Pajamas and robes are not appropriate when out of your room. Clothing which depicts racist statements, promotes drug or alcohol use, is profane or offensive, or is revealing, is not permitted.

DRIVING PRIVILEGES

Residents on Non-Inmate Status (e.g., parole, probation, conditional release):

- You are not allowed to drive a motor vehicle without permission from your probation or parole officer. Ordinarily, permission would permit you to drive at work **ONLY (NOT TO AND FROM WORK)**. If granted permission to drive at work you may not drive your private vehicle. The company vehicle assigned to you must be fully insured and proof of that insurance must be given to your probation/parole officer and case manager.
- You will be allowed to renew a current license to prevent expiration.

EMERGENCY PROCEDURES

ALL RESIDENTS SHOULD FOLLOW THIS PLAN FOR EXITING THE BUILDING SAFELY

FIRE

Get to the appropriate stairway and move as quickly as possible down the stairs and out of the building. All residents should gather at the southeast corner of 16th and Campbell.

REMEMBER THE FOLLOWING POINTS:

- When the fire alarm sounds, don't waste time gathering personal items or locking your door....**LEAVE THE BUILDING IMMEDIATELY!**
- If your door is closed at the time the fire alarm sounds, place your hand on the door before opening it to determine if it is hot. A hot door may mean that hot, toxic gasses may have already spread to the hallway. Open the door cautiously before entering the hallway.
- When exiting the building, stay as close to the wall as possible. Firemen may be coming up the stairway with equipment. **You must stay out of their way.**

A copy of the center's residential floor plan, with escape exits and fire extinguishers designated are located on the walls throughout the building.

SEVERE WEATHER

A. Tornado

In the event of a tornado, go quickly to the basement to the long hallway located on the west side of the gymnasium. Stay out of the gymnasium. The Shift Supervisor will announce over the intercom that a tornado alert is in effect, and will also secure the sign-in/sign-out books so that an accurate head count can be conducted.

B. Flood

In the event of a flood, all residents will be kept on the upper floors in their rooms. The Shift Supervisor will secure the sign-in/sign-out books so an accurate head count can be conducted.

C. Earthquake

In the event of an earthquake, follow this plan:

- Drop, cover your head and neck with your hands and hold on to a piece of furniture if available.

FEES and SAVINGS

You may be required to pay intervention fees while you are a resident of CTU. Your P.O. will explain the process for submitting your fees to the state.

Each resident who is employed will be responsible for figuring the amount of savings she owes. Savings are **50% of gross wages**. Residents who receive disability check(s) will be required to save **50% of their check(s)**.

Upon receipt of your paycheck, a copy of the check must be made and the **original** check stub must be submitted. You are responsible for cashing your check and obtaining a money order or cashier's check made out to the Heartland Center for behavioral change, for the total amount due for savings. A pass to cash your check must be obtained from your case manager.

Savings is calculated on the gross NOT the net (take home) wages.

Your case manager will be available to assist you with any questions you may have. The resident is responsible for insuring that her savings are paid in a timely manner. Failure to pay savings will result in a major violation and immediate restriction.

JOB SEEKING AND EMPLOYMENT

- You are expected to seek and obtain employment. Time away from the center is provided to help you achieve this goal.
- You are expected to dress appropriately when job searching.
- Job search forms must be completed and turned in upon your return to the facility. Job search forms are available at the Front Desk. Failure to turn in job search forms will result in an AWOL violation.

- Thirty-five hours per week is considered full-time. Sixty hours per week is the maximum number of hours you may be signed out to work without permission from your case manager or liaison officer.
- Your case manager must approve acceptance of a job and an Employment Form must be completed. Once employed you will not be allowed to sign out to search for a "better" job without the permission of your case manager, and then only to a specific job site.
- You may be banned from working for certain employers/companies.
- You must provide your own transportation.
- Savings should be received from you on the day you are paid by your employer, or within forty-eight hours. Failure to pay savings will result in a major conduct violation and immediate restriction.
- You may not quit a job without your PO/case manager's permission. You must report any change in your employment status to your case manager/PO immediately. If you lose your job, you are to report directly back to the center and immediately report the incident to your case manager.

LAUNDRY, LINEN AND LOCKS

You will, upon arrival, be issued linen, (2) sheets, (2) towels, (2) wash cloths, (1) pillowcase, (1) blanket, (1) pillow and one (1) combination lock. You are responsible to launder your linen and clothing once a week during assigned days and times. A laundry sign-up sheet is located at the front desk for you to sign to verify that your linens have been washed. ***Failure to launder your linens weekly will result in a violation.***

Detergent and bleach are furnished. Your dirty clothes and laundry must be kept in a mesh bag. ***(No cardboard boxes)***

In an effort to ensure equal access to the laundry facilities, a room by room schedule will be located at the front desk.

Laundry can not be started after 8pm.

Upon discharge from the program, you must turn in all linen (2 sheets, 2 towels, 2 wash cloths, 1 pillowcase, 1 blanket and 1 pillow) and your combination lock to the front desk to avoid being charged for them. Like property, linen is your responsibility. If linens are stolen, damaged, badly soiled, lost or for whatever reason, not turned in upon your discharge from the program, you will be charged for the linen and the lock you were issued.

You may not bring in and use personal linens. Personal locks are allowed if the combination is given to the chief of security.

LIGHTS OUT

You are to be in your room at 10:45 pm – lights out 11:00 pm on weekdays. Weekends you are to be in your room at 11:45 p.m. – lights out 12:00 Midnight.

Weekdays are considered Sunday through Thursday, and weekends Friday and Saturday. As a courtesy to those who have to rise early for work, you are not to engage in excessive talking after lights out.

MEALS

Your scheduled meal times are:

Breakfast: 6:00 am to 6:30 am
Lunch: 12:00 pm – 12:30 pm
Dinner: 4:30 pm – 5:00 pm

This schedule is effective 7 days a week. On holidays or special occasions a substitute schedule may be followed.

A sack lunch sign-up sheet is posted at the front desk if you know you are going to be at work, job searching, appointments etc. during lunch time.

A late dinner sign-up sheet is located at the Front Desk if you are returning to the facility after serving hours due to employment or other required activities.

Special dietary needs will require a doctor's confirmation in writing. You should provide this documentation to your case manager. Your case manager will notify the culinary staff.

MEDICAL/DENTAL CARE

As a resident of HCBC, **you are financially responsible for any medical or dental care needs.** If you do not have a personal care physician or dentist, we generally refer clients to the following agencies for care:

Truman Medical Center
2301 Holmes
Kansas City, Missouri
Telephone: (816)404-1000

**Truman Medical Center is a provider of SAFE/SANE
Victim Advocate/Rape Crisis Services.**

Swope Parkway Health Center
3801 Blue Parkway
Kansas City, Missouri
Telephone: (816)923-5800

Samuel Rodgers Community Health Center
825 Euclid
Kansas City, Missouri
Telephone: (816)474-4920

For residents requiring mental, behavioral or emotional needs, we generally refer the residents to the following agencies:

T.M.C. Behavioral Health
300 West 19th Terrace
Kansas City, Missouri
Telephone: (816)404-5700

Notify your case manager or, in the case manager's absence, the security shift supervisor. They will assist you in making arrangements for medical attention. In a medical emergency, an ambulance will be called and you will be transported to Truman Medical Center.

MEDICATIONS

No medication can be brought into HCBC and retained by you. Under no circumstances may you keep your own medication. **All medication must be retained in its original packaging and checked in at the front desk.**

It is your responsibility to inform your doctor that you reside in a drug free facility and must be prescribed a nonnarcotic medication if available.

You will be assigned a number to a bin in the medication cart and a key to secure your medications. The key will be kept in a secure place in the medication room.

Medications are distributed at the following times: 5-5:30 am, 11-11:30 am, 6-6:30 pm, and 9-10 pm.

All over-the-counter medication must be retained in its original packaging and checked in at the front desk. However, any product that contains alcohol will not be permitted. Possessing products containing alcohol (i.e., cough syrup, mouthwash, etc.) will result in you receiving a conduct violation for contraband and the products will be disposed of. If you are unsure, discuss the matter with your case manager or security staff.

ORIENTATION

The initial orientation will begin upon your arrival. This will include a tour of the facility, an overview of the program, emergency procedures, financial procedures, medical procedures, pass/free time procedures, meals and sack lunch procedures, program expectations and requirements. You will also be required to attend a one time orientation in a group setting. This orientation occurs twice weekly. Present at this orientation will be a liaison officer (PO), a case manager, and a security officer. This orientation is to provide you the opportunity to ask any questions and receive further information about the program. You will be notified of your orientation time/day upon your arrival and at your first meeting with your case manager.

In compliance with the federal Prison Rape Elimination Act (PREA) orientation will include information regarding PREA. This knowledge will consist of at a minimum:

- an explanation of PREA
- ways to report an incident(s) of sexual harassment/sexual abuse
- where to receive appropriate care if a victim of these types of abuse (See Medical Care, SAFE/SANE Victim Advocate/Rape Crisis Service Provider, pg 8 of this handbook)
- clarification of your rights to be free from sexual abuse/sexual harassment, as well as freedom from retaliation for reporting incidents of this nature.

Orientation is mandatory.

PASSES/FREE TIME

Passes and free time may be available for you after meeting the following conditions:

1. Full-time employment of 35 hours during a seven-day pay period and
2. Savings current and paid and
3. No major violations and/or
4. Approval from either your case manager, PO or both.

The following guidelines will be used to determine the amount of pass/free time available:

- Completion of employment week #1 – three (3) hours free time
- Completion of employment week #2 – six (6) hours free time and one (1) 48-hour pass.
(Free time may only be given in increments of 3 hours or less. Any time over 3 hours will require an extended pass request form and PO approval)
- Extended pass forms are located at the front desk.

NOTE: Criteria for verification of required employment hours are met through the submission of paychecks and paycheck stubs.

- All passes are considered ***on a case by case basis***. Listed below are the general guidelines:
- Pass requests must be turned in the Tuesday prior to the dates of the pass.
- Signature and approval of case manager and probation/parole officer must be obtained before an extended pass may be granted.
- Verification of pass with the name of the person verifying the pass.
- **Disabled residents** will be considered for passes on a case by case basis.
- You will be contacted at your pass destination during the course of the pass. Phone numbers listed on the pass form should include the area code, if different than the local one (816), and should indicate if the call will be a toll call. ***If you are not at your pass address at the time verification is attempted, your pass will immediately be cancelled and you will be required to report back to the Center within one (1) hour. You will also be counted as AWOL and a conduct violation will be written.***
- If you are granted a pass to a residence requiring a long distance call for verification, you must accept the call. Passes to residences with collect call blocks are not permitted. ***(You may leave a calling card with your pass)***
- The residence where you take the pass must have a landline. Cell phones numbers will not be accepted.
- All pass/free time must be approved in advance by your assigned case manager.
- Free time is to be used for any constructive purpose as well as personal enjoyment. Free time may not be used when mandatory house activities are taking place. Free time can be taken in three-hour increments, or less. Any time over three hours will require an extended pass form being completed.

PERSONAL PROPERTY

The amount of personal property you may keep is ***limited*** to the storage area we provide you in your room.

You may maintain personal property that is listed on the Authorized Personal Property List. Your property must be kept in the space allotted to you which consists of one drawer, a

footlocker and approximately one foot of hanging space in an armoire. Hygiene/cosmetics must not exceed what fits into a shoebox size plastic box, stored in your footlocker.

You may listen to your hand held personal stereo, etc., but only with headphones. Otherwise the noise producing equipment will be confiscated. No such equipment may be played after "lights out".

You are allowed a maximum of three (3) plug-in appliances. Space heaters, air conditioners, coffeepots, water heaters (stingers) and hot plates are **prohibited**.

You are encouraged to mark your personal items and clothing for identification since HCBC accepts "**no responsibility**" for your possessions. Personal property that is not properly identifiable and is confiscated due to a dispute of ownership will be donated to a charitable organization or disposed of.

All personal property should be logged on a personal property list. This list should be updated as you acquire more or remove belongings. It is your responsibility to keep this list current. Any property found in your possession or living area that is not on your personal property list will be confiscated and disposed of.

If you arrive without clothing, you may have relatives/friends bring clothes to you at the Center. The amount of clothing cannot exceed the amount listed on the Authorized Property List. If you are without these resources, Center staff will assist you in obtaining clothes from area resources. If you have this need, let your case manager know as soon as possible.

You are allowed to bring the following items into the facility:

- Clothing – Not to exceed what is listed on Authorized Property List. Clothing must be free of vulgar slogans, insults of any kind, or references to drugs or alcohol. All clothing worn inside CTU must be reasonably modest and appropriate for a coed setting. Suggestive clothing; halter-tops, tube tops, sports bras, tight clothing, strapless, etc. are examples of inappropriate clothing. Clothing which is believed to be gang associated will not be allowed.
- Reading and writing material is permitted. Pornographic materials are not allowed.
- One plastic shoebox sized container used for hygiene/cosmetics.
- You may bring your personal jewelry-unless staff determines the jewelry is inordinately expensive, destructive, or disruptive to the order of the facility. Please remember that CTU is not responsible for your belongings. Be careful not to bring expensive items.
- Once you receive your first paycheck you are required to have an alarm clock.
- You may carry your own green money and personal identification on your person or in your wallet.
- See Authorized Property List for entirety.

DISPLAYING PERSONAL PROPERTY

No wall hangings or pictures hung on walls etc.

Please remember that you are responsible for all items in your storage area, bed, mattress, etc. ***All items are subject to search at any time.***

ROOM CONDITION REQUIREMENTS

There are many people living at HCBC, each with personal habits of cleanliness. We must enforce standards of building condition-cleanliness to ensure that all residents are provided with a reasonable, well-ordered and sanitary environment.

You are expected to comply with our room condition standards. Room inspections are done daily. Failure to meet expectations and/or excess of property will result in a conduct violation being written and excess property being confiscated.

Room Cleanliness

- Bed – Sheets straightened and tucked in. Bedspread or blanket covering the entire bed – straightened and tucked in. Nothing blocking the view of the bed.
- Floors – Floors swept daily and mopped.
- Trash – Trash emptied daily and liners replaced.
- Clothing Storage – All clothes either hung neatly in hanging space or folded and placed in drawers or footlockers. Shoes neatly lined up under bed. Dirty clothes placed in mesh laundry bag. **NO CARDBOARD BOXES.**
- Food – No food in the rooms.
- Dressers – Dressers and footlockers dusted.
- Electrical Appliances – All electrical appliances must be turned off when room is unoccupied. Extension cords are not allowed. A surge protector may be used.
- Blinds – Window ledges and blinds must be kept clean and dusted.
- Fire Hazards – No fire hazards, all curling irons should be unplugged when not in use.
- Lights – Turn off room lights when they are not needed.

SEARCHES

Personal searches – You may be stopped and pat searched at any time. A pat search consists of emptying your pockets, turning them inside out, removing shoes and allowing a staff member to frisk the outside of your clothing. Unless special circumstances exist, members of the same gender of the resident will conduct pat searches.

You must submit to pat searches under risk of a major conduct violation.

Room Searches – Rooms will be searched at least once a month. If your room needs to be searched, it will be, whether you are present or not.

Strip Searches – You may be strip-searched for reasonable cause. These searches will be conducted in a private area with two staff members of the **same gender**. You will be directed to remove all clothing so the clothing can be searched as well as a visual search of the body.

SEXUAL MISCONDUCT

HCBC Community Transitions Unit has **zero tolerance** for sexual misconduct. Residents participating in sexual activities in the facility whether consensual or not will be recommended for unsuccessful termination from the facility.

SIGNING IN/OUT

You must sign in and out when you leave or arrive at the facility. You must have permission from a staff member to leave HCBC property. If you depart without permission or **are not at the destination you are signed out to**, you will be considered absent without leave (AWOL) status and a warrant may be issued for your arrest.

Sign-in/out books are located at the security Front Desk. You have your own sheet in the book. The sign-in/out sheet must be filled out completely, destination, address, phone number, time-out, date, and expected return time. Upon return to the facility you must list actual return time and date, and submit to a BA. Staff will record BA results and initial your return on your sheet.

Signing out for free time, outpatient treatment, AA/NA, court, job search (when already employed), etc. requires prior **written approval** from your case manager.

SUNGLASSES

Sunglasses may not be worn inside the Center unless a doctor has given written permission.

TELEPHONE SERVICE

Pay phones are provided as a convenience to residents, but a limit of 15 minutes per resident is imposed due to the number of residents in the facility. ***Under no circumstances do residents receive calls through the Center's business number.***

TRANSITION PLAN

The plan will serve as a guideline for the resident to ensure successful completion of the program and the resident's requirements to the Department of Corrections. All residents must meet with their case managers on a weekly basis to review their progress. Your case manager will set up a day and a time for your weekly meeting. Residents are also required to report to their probation/parole officer biweekly. The report days will be posted at the front desk.

VISITORS

Visiting is permitted in the Cafeteria only. Visiting hours are 6:30 pm – 9:30 pm, Sunday and Saturday. Holiday visiting hours will be posted prior to the holiday. Only four (4) visitors per resident per day are allowed.

All visitors must have prior approval from PO and case manager.

Your case manager will provide you with a visitor request form. No more than four visitors are allowed on resident's visitor list.

VISITING DURING OTHER TIMES OR OUTSIDE OF THE CAFETERIA WITHOUT PRIOR APPROVAL, WILL RESULT IN A VIOLATION.

Children under the age of 18 must be accompanied by an adult. All children must be kept under an adult's supervision at all times.

All visitors must sign-in for visits from 6:30 pm – 7:30 pm only. Visitors arriving before or after this time will be refused admittance, unless prior staff approval has been granted. Professional visitors and AA/NA sponsors may come with advance clearance and case manager approval.

Visitors will be asked to remove the contents of their pockets and have any packages searched. Purses will be examined for contraband. Failure to submit to these requests will result in the visitor being denied visitation rights on HCBC property.

You are not allowed to kiss, touch or engage in any form of sexual activity within the Center. A brief welcoming and departing hug and kiss is allowed.

Visitors may not leave and return the same evening. This includes going to their car for any reason. Former staff and former residents of HCBC cannot visit unless prior approval is granted from your PO or case manager.

HEARTLAND CENTER FOR BEHAVIORAL CHANGE CORRECTIONAL TRANSITIONS UNIT

RULES OF CONDUCT

It is necessary for CTU to establish Rules of conduct to maintain a safe and orderly environment. Our rules are comprised of Major, Medium and Minor violations. Please review these closely.

MAJOR (1-10) – Major conduct violations are those that threaten the safety, security or the integrity of the program. Major violations will be reviewed by your case manager and your PO. Generally the consequences imposed are severe. Your consequences may include restriction or discharge from the program.

1. Laws:

- New law violation of any kind
- Failure to report arrest to probation/parole officer and case manager.
- Failure to abide by conditions of probation/parole or courts (i.e., crossing state lines or driving without permission).

2. AWOL:

- Unauthorized leave from Center for any reason including failure to return from work, free time or pass time at estimated arrival time.
- Failure to be at destination indicated on the sign in/out sheet.
- Failure to turn in job search forms when job searching.
- Failure to provide proof of whereabouts when returning from a pass to the store, show, etc.

3. Violence or Threatening Behavior:

- Striking, pushing, or fighting with another, or engaging in verbal threats.

4. Illicit Use of Substances:

- Possession of alcohol or non-authorized drugs, paraphernalia or mind altering drugs – K2
- Use of alcohol and/or drugs
- Refusal to submit to a BA/UA test.
- Refusal to submit to a search.
- Failure to provide a UA sample within 2 hours
- Smoking cigarettes in the building (Safety hazard, State Law).

5. Sexual Misconduct:

- Engaging in sexual activity with other residents or staff, on or off property
- Sexual harassment of other residents and/or staff.
- Engaging in sexual activity with visitors on property.
- Possession of sexually explicit materials (i.e. videos, pictures etc)

6. Weapons:

- Possession of gun, knives, brass knuckles or similar instruments designed to cause harm.
- Refusal to submit to a search.
- Refusal to relinquish cell phone or any other piece of property.

7. Stealing or theft:

- Stealing or taking possession of property belonging to another without permission.
- Destroying HCBC property.

8. Employment: Failure to meet requirements related to employment including:

- Termination from work (resident's fault)/Quitting without permission.
- Failure to maintain full-time employment.
- Failure to pay savings.

1st violation will result in restriction until savings is paid. 2nd violation will result in a minimum of 2 weeks restriction. Restriction may extend beyond the two weeks if savings is not paid. 3rd violation may result in further consequences up to and including discharge from the program.

9. Accumulation of Conduct Violations:

- Continued infractions of minor and/or medium conduct violations

10. Treatment:

- Failure to meet requirement or hours of required treatment.
- Absent from individual case manager or PO appointment.
- Failure to attend mandated counseling, (outpatient, AAVNA, mental health appointments, etc.).

MEDIUM (11-15) – Medium conduct violations are those which create disorder in the program. Consequences may include restriction, extra duty, and/or a learning experience. Medium violations will be reviewed by your case manager.

11. Property:

- Possession of unauthorized property (contraband), (e.g., tattoo equipment, unauthorized over the counter medication, cigarettes, lighter etc.)
- Unauthorized cell phone
- Excessive property
- Destruction of property
- Loaning, selling, or trading items.

12. Disobeying Orders/Manipulation of Staff:

- Failure to comply with staff orders.
- Knowingly giving false information to staff.
- Visiting outside of the visitation times without prior authorization.

13. Insulting Behavior or Intimidation:

- Insulting language or offensive/insulting behavior.
- Attempt to intimidate others through gestures, posture, or language.

14. Late:

- Late return to Center from work if less than one hour. No late returns from pass or free time.

15. Out of Bounds:

- Failure to remain within unit boundaries (i.e., in restricted area, etc.)
- Being in another resident's room.

MINOR (16-23) – Minor conduct violations are violations that affect the CTU environment. These violations will be discussed with your case manager. Consequences may include extra duty loss of free time/ pass time and/or a learning experience.

16. Disturbance

- Disturbing others with loud noises.
- Arguing or engaging in horseplay

17. Malingering/Loitering

- Pretense of illness to avoid responsibility
- Failure to abide by curfew rule
- Loitering at the Front Desk, in hallways, or in dining room

18. House Tasks

- Failure to complete assigned in-house task on time.

19. Sanitation Violation

- Dirty or disorderly room, clothing, linens, or failure to attend to personal hygiene.
- Failure to do linens weekly.

20. Gambling

- Engaging in betting competition for money or goods.

21. Tattooing/Body Piercing

- Engaging in tattooing/body piercing of self or others on HCBC property

22. Unit Rules

- Failure to abide by unit rules, including such things as eating in dorm room, dress code, etc.
- Unauthorized cell phone usage. No using phone in day room area, dining room, PO/CM office or after lights out. *(1st violation will result in a two week restriction from using cell phone. 2nd violation will result in phone being confiscated till discharge).*

History

Original February 1, 1995

Revised: November 1, 1995

Revised: February 15, 1996

Revised: November 13, 1997

Revised: November 15, 1998

Revised: June 15, 1999

Revised: April 24, 2000

Revised: February 5, 2004

Revised: March 24, 2011

Revised: July 21, 2011

Revised: November 6, 2012

Revised: August 5, 2013

Revised: August 11, 2014

Revised: October 13, 2005

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Revised: January 22, 2007

Revised: March 24, 2008

Revised: March 12, 2009

Revised: June 15, 2009

Revised: April 6, 2010

Revised: July 14, 2011

Revised: October 21, 2011

Revised: January 30, 2013

Revised: March 20, 2013



**HEARTLAND CENTER FOR BEHAVIORAL CHANGE
MISSOURI**

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civil and/or criminal penalties and enforcement.

Proposed 8/13
Minimum 3200 Calories Per Day

Week:	1	THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY
Meal Name: Breakfast	Sweetened Farina 1 1/2 cup	Sweetened Whole Grain Oatmeal 1 1/2 cup	Fruit (1 @ or 1/2 cup) 1 portion	Fruit (1 @ or 1/2 cup) 1 portion	Sweetened Cinnamon Oatmeal 1 1/2 cup	Sweetened Farina 1 1/2 cup	Fruit (1 @ or 1/2 cup) 1 portion	Sweetened Cinnamon Oatmeal 1 1/2 cup
Breakfast Sausage 1 oz w	Sweetened Whole Grain Oatmeal 1 1/2 cup	Sweetened Whole Grain Oatmeal 1 1/2 cup	Corn Grits 1 1/2 cup	Hard Cooked Egg 1 each	Baked Pancakes 1 each	Baked Pancakes 1 each	Bran Flakes Cereal 1 1/2 cup	Scrambled Eggs 3 oz w
Baked Pancakes 1 each	Scrambled Egg w/ Cheese 3 oz w	Scrambled Egg w/ Cheese 3 oz w	Creamy Country Gravy (1 oz*) 6 oz w	Calum Potatoes 1 cup	Syrup 3 fl oz	Syrup 3 fl oz	Creamy Country Gravy (1 oz*) 6 oz w	Hash Brown Potatoes 3/4 cup
Syrup 3 fl oz	Salsa 1 fl oz	Salsa 1 fl oz	Cottage Fries 3/4 cup	Coffeecake (1/54 2 @) 1/27 cut	T. Ham 1 oz w	T. Ham 1 oz w	Lyonnais Potatoes 3/4 cup	Blueberry Muffins (1/54 2 @) 1/27 cut
Whipped Margarine 1/2 oz w	O'Brien Potatoes 1 cup	O'Brien Potatoes 1 cup	Bakery Biscuit (1/54 2 @) 1/27 cut	Whipped Margarine 1/2 oz w	Whipped Margarine 1/2 oz w	Whipped Margarine 1/2 oz w	Bakery Biscuit (1/54 2 @) 1/27 cut	Whipped Margarine 1/2 oz w
1% Milk (Half Pint) 1 each	Flour Tortilla (6") 2 each	Flour Tortilla (6") 2 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each
Coffee 1 cup	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	Coffee 1 cup	Coffee 1 cup	Coffee 1 cup	Coffee 1 cup	Coffee 1 cup	Coffee 1 cup
Sugar 1 packet	Coffee 1 cup	Coffee 1 cup	Sugar 1 packet	Sugar 1 packet	Sugar 1 packet	Sugar 1 packet	Sugar 1 packet	Sugar 1 packet
Meal Name: Lunch	Home-style Scalloped Potatoes (2 oz*) 12 oz w	Home-style Scalloped Potatoes (2 oz*) 12 oz w	Tex-Mex Taco Filling (2 oz*) 3 oz w	Roast Turkey 2 oz w	T. Bologna 2 oz w	T. Bologna 2 oz w	T. Hot Dogs (1.5 oz each) 2 each	Farmhouse Stew (2 oz) 12 oz w
Mustard & Ketchup (1/3 oz each) 1 serving	Peas & Carrots 1/2 cup	Peas & Carrots 1/2 cup	Rice 1/2 cup	Gravy 2 fl oz	Mustard 1/3 fl oz	Mustard 1/3 fl oz	Green Beans LF 1/2 cup	Green Beans LF 1/2 cup
Enriched Bread 2 slice	Coleslaw Vinaigrette 3/4 cup	Coleslaw Vinaigrette 3/4 cup	Refried Pinto Beans 1/2 cup	Mashed Potatoes 3/4 cup	Enriched Bread 2 slice	Enriched Bread 2 slice	Garden Salad 1/2 cup	Garden Salad 1/2 cup
Oven Browned Potatoes 1 cup	Bakery Biscuit 1/54 cut	Bakery Biscuit 1/54 cut	Shredded Lettuce 1/2 cup	Bread Dressing 3/4 cup	Augrain Potatoes 1 cup	Augrain Potatoes 1 cup	Baked Beans 3/4 cup	Baked Beans 3/4 cup
Kettle Blend Mixed Vegetables 1/2 cup	Whipped Margarine 1/2 oz w	Whipped Margarine 1/2 oz w	Corn Tortilla (6") 2 each	Irish Stewed Vegetables 1/2 cup	Cabbage w/ Tomato 1/2 cup	Cabbage w/ Tomato 1/2 cup	Carrots LF 1/2 cup	Fresh Baked Roll 2 oz w
Ice Cake 1/54 cut	Fresh Baked Cookie 2 oz w	Fresh Baked Cookie 2 oz w	Cheese Sauce 1/2 fl oz	Fudge Brownie 1/54 cut	Fresh Baked Cookie 2 oz w	Fresh Baked Cookie 2 oz w	Ice Cake 1/54 cut	Whipped Margarine 1/2 oz w
Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Lemon Square 1/54 cut	Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Fresh Baked Cookie 2 oz w
Meal Name: Dinner	BBQ Chicken Quarter 12 oz w	BBQ Chicken Quarter 12 oz w	Savory Stroganoff w/ Noodles (2 oz*) 12 oz w	Stuppy Joe (2 oz*) 3 oz w	Baked Meatloaf 3 oz w	Baked Meatloaf 3 oz w	Peppery Picadillo (2 oz*) 12 oz w	Meatballs (1/2 oz each) 6 each
Cabbage 1/2 cup	Macaroni & Cheese 1 cup	Macaroni & Cheese 1 cup	Green Beans 1/2 cup	BBQ Pinto Beans 1 cup	Gravy LS 2 fl oz	Gravy LS 2 fl oz	Kettle Blend Mixed Vegetables LF 1/2 cup	BBQ Sauce (scratch) LS 1 fl oz
Garden Salad 1/2 cup	Greens w/ Onions 1/2 cup	Greens w/ Onions 1/2 cup	Calico Colelaw 1/2 cup	Carrots 1/2 cup	Parsley Rice 1 cup	Parsley Rice 1 cup	Coleslaw Vinaigrette 1/2 cup	Rice 1 cup
LF Salad Dressing 1/2 fl oz	Garden Salad 1/2 cup	Garden Salad 1/2 cup	Southern Cornbread 1/54 cut	Hamburger Bun 1 each	Broccoli 1/2 cup	Broccoli 1/2 cup	Fresh Baked Roll 2 oz w	Peas & Carrots 1/2 cup
Fresh Baked Roll 2 oz w	LF Salad Dressing 1/2 fl oz	LF Salad Dressing 1/2 fl oz	Whipped Margarine 1/2 oz w	Fresh Baked Cookie 2 oz w	Bakery Biscuit 1/54 cut	Bakery Biscuit 1/54 cut	Whipped Margarine 1/2 oz w	Southern Cornbread 1/54 cut
Whipped Margarine 1/2 oz w	Fresh Baked Roll 2 oz w	Fresh Baked Roll 2 oz w	Sweetened Tea 2 oz w	Sweetened Tea 2 oz w	Whipped Margarine 1/2 oz w	Whipped Margarine 1/2 oz w	Fresh Baked Cookie 2 oz w	Whipped Margarine 1/2 oz w
Fresh Baked Cookie 2 oz w	Whipped Margarine 1/2 oz w	Whipped Margarine 1/2 oz w	Sweetened Tea 1 cup	Sweetened Tea 1 cup	Ice Cake 1/54 cut	Ice Cake 1/54 cut	Sweetened Tea 1 cup	Frosted Brownie 1/54 cut
Sweetened Tea 1 cup	Fruity Oatmeal Bar 1/54 cut	Fruity Oatmeal Bar 1/54 cut	Sweetened Tea 1 cup	Sweetened Tea 1 cup	Sweetened Tea 1 cup	Sweetened Tea 1 cup	Sweetened Tea 1 cup	Sweetened Tea 1 cup

SALT & PEPPER SHAKERS PROVIDED EACH MEAL
HOT SAUCE PROVIDED DAILY ON SALAD BAR
PEANUT BUTTER & JELLY SANDWICH ALTERNATE ENTRÉE AVAILABLE UPON REQUEST

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Week: **2**

THURSDAY **FRIDAY** **SATURDAY** **SUNDAY** **MONDAY** **TUESDAY** **WEDNESDAY**

Meal Name: Breakfast

Fruit (1 @ or 1/2 cup)	1 portion	Sweetened Fatina	1 1/2 cup	Fruit (1 @ or 1/2 cup)	1 portion	Sweetened Fatina	1 1/2 cup	Fruit (1 @ or 1/2 cup)	1 portion
Sweetened Whole Grain Oatmeal	1 1/2 cup	T. Ham	1 ozw	Bran Flakes Cereal	1 1/2 cup	Breakfast Sausage	1 ozw	Scrambled Eggs w/ Onions & Peppers	3 ozw
Hard Cooked Egg	1 each	French Toast Bake (2@1760)	2 each	Creamy Country Gravy (1 oz*)	6 ozw	Baked Pancakes	1 each	Cottage Fries	1 cup
Colifacake (1/54.2 @)	1/27 cut	Syrup	3/4 cup	Cottage Fries	3/4 cup	Syrup	3 fl oz	Bakery Biscuit (1/54.2 @)	1/27 cut
Whipped Margarine	1/2 ozw	Whipped Margarine	1/2 ozw	Bakery Biscuit (1/54.2 @)	1/27 cut	Whipped Margarine	1/2 ozw	Jelly	1/2 fl oz
1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each
Coffee	1 cup	Coffee	1 cup	Coffee	1 cup	Coffee	1 cup	Coffee	1 cup
Sugar	1 packet	Sugar	1 packet	Sugar	1 packet	Sugar	1 packet	Sugar	1 packet

Meal Name: Lunch

T. Bologna	2 ozw	Cheesy Broccoli Noodle Casserole (2 oz*)	12 ozw	T. Sateini	2 ozw	Spaghetti & Italian Tomato Sauce (2 oz*)	12 ozw	Sloppy Joe (2 oz*)	3 ozw
Mustard	1/2 fl oz	Green Beans	1/2 cup	Mustard	1/2 cup	Kettle Blend Mixed Vegetables	1/2 cup	Hamburger Bun	1 each
Enriched Bread	2 slice	Garden Salad	1/2 cup	Enriched Bread	2 slice	Garden Salad	1/2 cup	Ranch Pinto Beans LS	3/4 cup
Parsley Potatoes	1 cup	LF Salad Dressing	1/2 fl oz	Cajun Potatoes	1 cup	LF Salad Dressing	1/2 fl oz	Vinaigrette Calico Colestlaw	1/2 cup
Colestlaw Vinaigrette	1/2 cup	Fresh Baked Roll	1/2 ozw	Broccoli	1/2 cup	Fresh Baked Roll	2 ozw	Lemon Square	1/54 cut
Iced Cake	1/54 cut	Whipped Margarine	2 ozw	Fudge Brownie	1/54 cut	Whipped Margarine	1/2 ozw	Fruit Drink w/ Vitamin C	1 cup
Fruit Drink w/ Vitamin C	1 cup	Frosted Brownie	1/54 cut	Fruit Drink w/ Vitamin C	1 cup	Iced Cake	1/54 cut	Fruit Drink w/ Vitamin C	1 cup

Meal Name: Dinner

Chili con Carne w/ Beans (2 oz*)	12 ozw	Salsbury Steak	3 ozw	Noodles & Gravy Casserole (2 oz*)	12 ozw	Charbroiled Beef Pattie	3 ozw	Glazed BBQ Pattie	3 ozw
Rice	1 cup	Gravy LS	2 fl oz	Peas LF	1/2 cup	Mustard	1/3 fl oz	Oven Browned Potatoes	1 cup
Garden Salad	1/2 cup	Mashed Potatoes	1 cup	Creamy Colestlaw LF	1/2 cup	BBQ Pinto Beans	3/4 cup	Cabbage	1/2 cup
LF Salad Dressing	1/2 fl oz	Irish Blend Vegetables	1/2 cup	Southern Cornbread	1/54 cut	Garden Salad	1/2 cup	Southern Cornbread	1/54 cut
Fresh Baked Roll	2 ozw	Bakery Biscuit	1/54 cut	Whipped Margarine	1/2 ozw	LF Salad Dressing	1/2 fl oz	Whipped Margarine	1/2 ozw
Whipped Margarine	1/2 ozw	Whipped Margarine	1/2 ozw	Fresh Baked Cookie	2 ozw	Fresh Baked Roll	2 ozw	Fresh Baked Cookie	2 ozw
Fresh Baked Cookie	2 ozw	Fresh Baked Cookie	2 ozw	Sweetened Tea	1 cup	Iced Cake	1/54 cut	Sweetened Tea	1 cup
Sweetened Tea	1 cup	Sweetened Tea	1 cup	Sweetened Tea	1 cup	Sweetened Tea	1 cup	Sweetened Tea	1 cup

SALT & PEPPER SHAKERS PROVIDED EACH MEAL
HOT SAUCE PROVIDED DAILY ON SALAD BAR
PEANUT BUTTER & JELLY SANDWICH ALTERNATE ENTRÉE AVAILABLE UPON REQUEST

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HEARTLAND CENTER FOR BEHAVIORAL CHANGE MISSOURI



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civil and/or criminal penalties and enforcement.

Minimum 3200 Calories Per Day

Week: 3
THURSDAY
Meal Name: Breakfast

	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY
Sweetened Farina	1 1/2 cup	Cheesy Grits	1 1/2 cup	Sweetened Cinnamon Oatmeal	1 1/2 cup	Fruit (1 @ or 1/2 cup)
Breakfast Sausage	1 ozw	Scrambled Eggs	3 ozw	Hard Cooked Egg	1 each	Toasted Oats Cereal
Baked Pancakes	1 each	Hash Brown Potatoes	3/4 cup	Cajun Potatoes	3/4 cup	Creamy Country Gravy (1 oz*)
Syrup	3 fl oz	Bakery Biscuit (1/54 2@)	1/27 cut	Whipped Margarine	1/2 ozw	Lyonnaise Potatoes
Whipped Margarine	1/2 ozw	1% Milk (Half Pint)	1 each	1% Milk (Half Pint)	1 each	Bakery Biscuit (1/54 2@)
1% Milk (Half Pint)	1 each	Coffee	1 cup	Coffee	1 cup	1% Milk (Half Pint)
Coffee	1 cup	Sugar	1 packet	Sugar	1 packet	Coffee
Sugar	1 packet					Sugar

Meal Name: Lunch

T. Salami	2 ozw	T. Hot Dogs (1.5 oz each)	2 each	Meatballs (1/2 oz each)	6 each	T. Bologna	2 ozw	Av. Grain Potatoes (2 oz*)	12 ozw	Crunchy Country Pattie	3 ozw
Mustard	1/3 fl oz	Mustard	1/2 cup	Italian Tomato Sauces	4 fl oz	Mustard	1/3 fl oz	Green Beans LF	1/2 cup	Cream Gravy LS	2 fl oz
Enriched Bread	2 slice	Enriched Bread	1/2 cup	Noodles	3/4 cup	Enriched Bread	2 slice	Garden Salad	1/2 cup	Noodles	3/4 cup
Macaroni & Cheese	1 cup	Pinto Beans	1 cup	Garden Salad	1/2 cup	Parsley Potatoes	1 cup	LF Salad Dressing	1/2 fl oz	Cabbage	1/2 cup
Green Beans	1/2 cup	Creamy Coleslaw	1/2 cup	LF Salad Dressing	1/2 fl oz	Kettle Blend Mixed Vegetables	1/2 cup	Southern Cornbread	1/54 cut	Fresh Baked Roll	2 ozw
Frosted Brownie	1/54 cut	1% Milk (Half Pint)	1 each	Fresh Baked Roll	1/54 cut	iced Cake	2 ozw	Whipped Margarine	1/2 ozw	Whipped Margarine	1/2 ozw
Fruit Drink w/ Vitamin C	1 cup	Coffee	1 cup	Whipped Margarine	1/2 ozw	Fruit Drink w/ Vitamin C	1 cup	Fresh Baked Cookie	2 ozw	Frosted Pink Cake	1/54 cut
		Sugar	1 packet	Fresh Baked Cookie	2 ozw	Fruit Drink w/ Vitamin C	1 cup			Fruit Drink w/ Vitamin C	1 cup
				Fruit Drink w/ Vitamin C	1 cup						

Meal Name: Dinner

American Goulash (2 oz*)	12 ozw	New Mexico Green Chili Stew (2 oz*)	12 ozw	Charbroiled Beef Pattie	3 ozw	Chili con Carne w/ Beans (2 oz*)	12 ozw	Honey Lemon Chicken 1/4 LF	1 each	Cajun Jambalaya (2 oz*) LS	12 ozw
Cabbage	1/2 cup	Corn & Carrots	1/2 cup	Mustard	1/3 fl oz	Rice	1/2 cup	Gravy LS	2 fl oz	Pinto Beans	3/4 cup
Carrot Salad	3/4 cup	Garden Salad	1/2 cup	Enriched Bread	2 slice	Garden Salad	1/2 cup	Rice	1/2 cup	Garden Salad	1/2 cup
Fresh Baked Roll	2 ozw	LF Salad Dressing	1/2 fl oz	Lyonnaise Potatoes	3/4 cup	LF Salad Dressing	1/54 cut	Broccoli LF	1/2 cup	LF Salad Dressing	1/2 fl oz
Whipped Margarine	1/2 ozw	Southern Cornbread	1/54 cut	Pasta	1/2 cup	Fresh Baked Roll	1/2 ozw	Fresh Baked Roll	2 ozw	Southern Cornbread	1/54 cut
Fresh Baked Cookie	2 ozw	Whipped Margarine	1/2 ozw	Fruity Oatmeal Bar	1/54 cut	Whipped Margarine	1/2 ozw	Whipped Margarine	1/2 ozw	Whipped Margarine	1/2 ozw
Sweetened Tea	1 cup	Fresh Baked Cookie	2 ozw	Sweetened Tea	1 cup	Fresh Baked Cookie	2 ozw	Lemon Square	1/54 cut	Fruit (1 @ or 1/2 cup)	1 portion
		Sweetened Tea	1 cup	Sweetened Tea	1 cup	Sweetened Tea	1 cup	Sweetened Tea	1 cup	Sweetened Tea	1 cup

SALT & PEPPER SHAKERS PROVIDED EACH MEAL
HOT SAUCE PROVIDED DAILY ON SALAD BAR
PEANUT BUTTER & JELLY SANDWICH ALTERNATE ENTREE AVAILABLE UPON REQUEST

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HEARTLAND CENTER FOR BEHAVIORAL CHANGE MISSOURI

Minimum 3000 Calories Per Day



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Week: 4

THURSDAY

Meal Name: Breakfast

	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY
Fruit (1 @ or 1/2 cup)	1 portion	1 1/2 cup	1 portion	1 1/2 cup	Sweetened Flan	1 1/2 cup
Sweetened Whole Grain Oatmeal	1 1/2 cup	3 ozw	1 1/2 cup	Breakfast Sausage	Scrambled Eggs w/ Onions & Peppers	Cheesy Grits
Hard Cooked Egg	1 each	2 each	3/4 cup	Baked Pancakes	Olefin Potatoes	Creamy Country Gravy (1 oz*)
Coffeecake (1/54 @)	1/27 cut	1/27 cut	3/4 cup	Syrup	Bakery Biscuit (1/54 2@)	Hash Brown Potatoes
Whipped Margarine	1/2 ozw	1 cup	1/27 cut	Whipped Margarine	Jelly	Bakery Biscuit (1/54 2@)
1% Milk (Half Pint)	1 each	1/2 ozw	1 each	1% Milk (Half Pint)	1% Milk (Half Pint)	1% Milk (Half Pint)
Coffee	1 cup	1 each	Coffee	Coffee	Coffee	Coffee
Sugar	1 packet	1 cup	Sugar	Sugar	Sugar	Sugar
		1 packet	1 packet	1 packet	1 packet	1 packet

Meal Name: Lunch

Peppery Picadillo (2 oz*)	12 ozw	2 ozw	BBQ Chicken Quarter	Spicy Rice Casserole (2 oz*)	Crispy Chicken Pattie	Stippy Joe (2 oz*)
Garden Salad	1/2 cup	1/3 fl oz	Cabbage	Green Beans	Mayo-Type Dressing	Hamburger Bun
LF Salad Dressing	1/2 fl oz	2 slice	Garden Salad	Garden Salad	Fresh Baked Roll	BBQ Pinto Beans
Green Beans	1/2 cup	1 cup	LF Salad Dressing	LF Salad Dressing	Cottage Fries	Carrots
Fresh Baked Roll	2 ozw	1/2 cup	Southern Cornbread	Southern Cornbread	Peas & Carrots	Fudge Brownie
Whipped Margarine	1/2 ozw	1/54 cut	Whipped Margarine	Whipped Margarine	Fresh Baked Cookie	Fruit Drink w/ Vitamin C
Fresh Baked Cookie	1/2 ozw	1/54 cut	Fresh Baked Cookie	iced Cake	Fruit Drink w/ Vitamin C	
Fruit Drink w/ Vitamin C	2 ozw	2 ozw	Fruit Drink w/ Vitamin C	Fruit Drink w/ Vitamin C		
	1 cup	1 cup				

Meal Name: Dinner

T. Hot Dogs (1.5 oz each)	2 each	12 ozw	Oven Fried Breaded Fish Pattie	Cheesy Broccoli Noodle Casserole (2 oz*)	Mac & Cheese Casserole (2 oz*)	Meatballs (1/2 oz each)
Mustard	1/2 fl oz	1/2 cup	Tamar Sauce	Carrots LF	Greens	Sweet & Sour Sauce
Enriched Bread	2 slice	1/2 cup	Baked Beans	Garden Salad	Creamy Coleslaw	Rice
Ranch Pinto Beans LS	1 cup	1/2 fl oz	LF Blend Vegetables LF	LF Salad Dressing	Bakery Biscuit	Kettle Blend Mixed Vegetables
Creamy Coleslaw	1/2 cup	1/54 cut	Southern Cornbread	Whipped Margarine	Whipped Margarine	Fresh Baked Roll
Frosted Pink Cake	1/54 cut	1/2 ozw	Whipped Margarine	iced Cake	iced Lemon Cake	Whipped Margarine
Sweetened Tea	1 cup	2 ozw	Sweetened Tea	Sweetened Tea	Sweetened Tea	Fresh Baked Cookie
		1 cup				Sweetened Tea

**SALT & PEPPER SHAKERS PROVIDED EACH MEAL
HOT SAUCE PROVIDED DAILY ON SALAD BAR
PEANUT BUTTER & JELLY SANDWICH ALTERNATE ENTRÉE AVAILABLE UPON REQUEST**

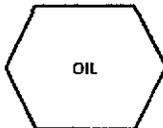
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ENHANCED SALAD BAR



ARAMARK (4) WELL SALAD BAR DESIGN						
JALAPENO PEPPERS	CHERRY PEPPERS	CHOPPED EGGS	BLACK OLIVES	SLICE MUSHROOM	BEET SALAD	ROMAINE LETTUCE / GARDEN HEAD LETTUCE
DICED GREEN PEPPERS	CHOPPED ONIONS	SHREDDED CARROTS	DICED HAM	SUNFLOWER SEEDS	POTATO SALAD PASTA SALAD COLE SLAW	
ITALIAN DRESSING	FRENCH DRESSING	RANCH DRESSING	BACON BITS	HOME MADE CROUTONS	GARBANZO BEANS	SPRING GARDEN MIXED GREENS



PROPOSED MENUS

1) Proposed Inmate Menu: 3,200 Calories

Hot Breakfast

Hot Lunch

Hot Dinner

2) Enhanced Salad Bar

3) Spirit Lifter / Holiday Meals (12 each)

4) Weekly Nutritional Analysis

- Facility survey observations
- Items best suited to facility kitchen storage areas, equipment, and service areas
- Each meal's appearance on the service tray
- Consistency of quantity of food for each meal

OFFENDER ACCEPTABILITY IS IMPORTANT.

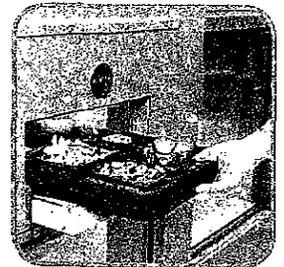
We have used taste-tested, offender-acceptable products and recipes to develop your menu. The ARAMARK dietitian, front-line manager, and district manager consistently review offender acceptability. Menu changes may be necessary from time to time.

- **Recommendations will be discussed with you.** We require facility approval before any changes are made. This partnership requires your guidance to meet our goals.
- **Administration menu change requests** can be made at any time throughout the contract period.
- **Some change requests may require price adjustments** unless food of equal value is exchanged.

The appearance of the meal is critical. We understand the psychological aspects of tray presentation. A skillful presentation increases interest in the food. Our menus combine items that add color variation and are arranged attractively on the tray.

MEDICAL AND RELIGIOUS DIETS

Unique diets must be integrated into the program with cooperative efforts by the food staff, medical staff, and administration. ARAMARK Correctional Services' Diet Program has been developed to meet the unique needs of corrections facilities.



MEDICAL DIETS

Balancing medical needs and cost is important to meet your goals and still deliver the healthcare required for your population. Immediate availability of our dietitian team allows timely relay of special instructions for consultations with medical staff. Our medical menu design includes:

- **Our medical diet manual** is a written diet procedure established with your Medical Department and administration and documented for compliance.
- **Detailed diet meal plans** developed by registered dietitians are documented and maintained in the medical diet manual.
- **Appropriate administration authorization** is required for all medical diets to protect you from excessive cost and unnecessary diet assignments.

- **Our record-keeping and documentation system** helps protect you from litigation.
- **A labeling system** ensures the correct diet is distributed to the correct offender.
- **Medical diet nourishments** include night nourishments for diabetics, pregnant offenders, and other offenders with special needs—all included in planning and execution.
- **Isolation trays** are included, as required and authorized.
- **Diet pickup records** are available for review.

RELIGIOUS ORDER DIETS

ARAMARK provides religious diets based on contract specifications and policies of the facility. These include:

- Lacto-ovo vegetarian
- Vegan (total vegetarian, excluding milk and eggs)
- Pork-free diets
- Other religious meals, such as prepackaged meals, provided at mutually agreed-on pricing

To maintain control and compliance, religious diet orders should only be authorized by:

- Administration staff
- Classification officer
- Chaplain

Due to significant expense and security risks, religious diets should not be ordered for personal food preferences. To maintain control, we recommend the following protocol:

- Proper verification will ensure the offender is practicing dietary laws for established religious purposes.
- Medical staff cannot order religious diets.
- Offenders are not permitted to alternate between religious diets and standard diets.
- Religious transmittal diet orders are issued on completed forms to food service, classification, and, if appropriate, correctional officers in housing areas. This information includes:
 - Correct diet terminology*
 - Date of transmittal*
 - Authorization signature*
 - Housing area*
 - Offender name and classification number, unless a no-name system is used*

Heartland Center for Behavioral Change Sample To-Go Menus

Breakfast

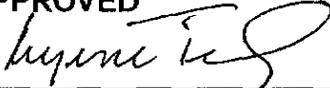
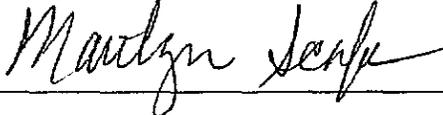
Fresh Fruit
Toasted Oat Cereal, 1 cup
Streusel Coffeecake, 1/48 slice
Enriched White Bread, 2 slices
Margarine, 2 each
Jelly, 1 each
Sugar, 2 pkt
Low-fat Milk, 8 oz

Lunch

Turkey Ham, 3 ozw
American Cheese, 1 ozw
Enriched White Bread, 4 slices
Mustard/Mayonnaise Packets 2 ea.
Potato Chips, 1 oz
Fresh Fruit
Fresh Baked Chocolate Cookie, 2ozw
Fruit Drink, 8 oz

Dinner

Turkey Bologna, 3 ozw
American Cheese, 1 ozw
Enriched White Bread, 4 slices
Mustard/Mayonnaise Packets 2 ea.
Corn Chips, 1 oz
Fresh Fruit
Fresh Baked Cookie, 2ozw
Fruit Drink, 8 oz

HCBC	POLICY AND PROCEDURES	NUMBER 13.1	PAGES 5
APPLICABILITY Agency Wide	REFERENCES DMH: 9 CSR 30-3.100 (11) ACA: 4-ACRS-5A-09 BOP: Chapter 11 (2)		
CHAPTER THIRTEEN (13) Program Requirements	SECTION ONE (1) Urinalysis Surveillance and Breathalyzer Testing Program		
EFFECTIVE October 17, 2013	APPROVED 		
DATE OF BOARD REVIEW 10/17/2013	BOARD MEMBER SIGNATURE 		

I. POLICY

A urinalysis surveillance and breathalyzer testing program shall be established at all program sites. The program shall be used to gauge consumer progress in treatment and rehabilitation services and to detect and deter the illegal introduction and use of drugs and alcohol at facility sites. Minimum requirements for the urinalysis surveillance and breathalyzer testing programs have been established by Heartland Center for Behavioral Change (HCBC) and are stated herein. Each program shall establish clearly written procedures (internal operating procedures) for the administration of the program that are based on this policy.

II. DISCUSSION

Urinalysis surveillance and breathalyzer testing is an effective way to deter and detect the use of drugs and alcohol by persons served. Such programs promote rehabilitation while deterring the introduction of illegal drugs and alcohol at program sites. Appropriate precautions must be taken to ensure that such programs are fair and impartial, and that procedures are established to ensure reliable and accurate test results.

III. DEFINITIONS

NONE

IV. PROCEDURES

A. Urinalysis Surveillance and Breathalyzer Testing Program¹

A written, comprehensive and planned urinalysis and breathalyzer testing program shall be developed and implemented at each service location to deter and detect the introduction and use of illegal drugs and alcohol by persons served.

1. The program shall conform to the requirements of regulators and contractors.
2. Internal operating procedures shall be developed and implemented to ensure staff conformance to the requirements.
3. Designated staff shall be identified at each location to coordinate the urinalysis/breathalyzer testing program.
4. Urinalysis/ breathalyzer testing shall consist of both random and targeted (i.e., when suspicion of use is suspected), testing.
5. Under no circumstances shall urinalysis and/or breathalyzer testing be used as punishment.
6. Only trained staff shall conduct urinalysis/breathalyzer testing.
7. Each program shall develop written procedures that identify the interpretation of results and actions to be taken when the presence of alcohol and/or drugs has been determined.
8. Test results shall be shared with the person served after the results become available.
9. Each consumer shall be provided information that describes the urinalysis surveillance and breathalyzer testing program. The description shall include an identification of the sanctions that may be imposed when there is a positive test result.

B. Urinalysis Testing

The urinalysis surveillance program implemented at each location shall conform to the following:

1. Urinalysis testing shall be conducted on an unscheduled basis.

¹ 9 CSR 30-3.100

2. Laboratories used to analyze specimens must demonstrate proof of conformance to applicable state and federal laws and regulations.
3. Urinalysis tests/collections shall be conducted by persons who are properly trained in the collection of urine specimens and chain of custody procedures.
4. Urinalysis samples shall be obtained from consumers by persons of the same gender.
5. A private area shall be used for the collection of urine samples.
6. Urine or specimens shall be collected in a manner that communicates respect for the persons served while taking reasonable steps to prevent the falsification of samples.
7. Staff shall use universal precautions and wear latex gloves during collection and handling procedures.
8. Staff shall maintain custody and control of urine samples.
 - a. The urine sample shall remain in the possession of HCBC staff from collection through testing or submission to a laboratory.
 - b. Documentation of the custody and control of urine samples shall be maintained by the designated urinalysis coordinator.
 - c. Samples collected for full screen testing shall be immediately labeled, secured, stored, refrigerated (when necessary), and submitted in accordance with the laboratory instructions.
9. All instances of urinalysis testing and the results of the urinalysis tests shall be recorded in the consumer record.
10. A perpetual record (log) shall be maintained of urinalysis tests that includes the following information:
 - Persons tested
 - Name and signature or initials of staff performing the test
 - Date, time, and type of test administered
 - Test results

- *Notation of any refusal by the consumer to cooperate*

The urinalysis testing coordinator shall maintain the log.

11. *All Positive test results or any refusal by the consumer to cooperate in the testing program shall be reported to contractors as required and shall be recorded in the consumer record.*
12. *Action taken as a result of a positive test result shall be recorded in the consumer record.*

C. Breathalyzer Testing

The breathalyzer testing program implemented at each location shall conform to the following:

1. *A reliable breathalyzer testing instrument shall be used to detect the use of alcohol by persons served.*
2. *The instrument shall be calibrated at the intervals identified by the manufacturer and such calibrations shall be documented in a log maintained by the designated urinalysis surveillance program coordinator.*
3. *Breathalyzer testing shall be conducted by persons who have been trained in the use of the instrument and requirements of the breathalyzer testing policy.*
4. *Breathalyzer tests shall be recorded on a log when administered.*
5. *A log shall be maintained that includes the following information:*
 - *Persons tested*
 - *Name and signature or initials of staff performing the test*
 - *Date, time, and type of test administered*
 - *Test results*
 - *Consumer signature*
 - *Notation of any refusal by the consumer to cooperate*
6. *Positive test results or any refusal by the consumer to cooperate in the testing program shall be reported to contractors as required and shall be recorded in the consumer record.*

7. Action taken as a result of a positive test result or refusal to cooperate in the testing program shall be recorded in the consumer record.

D. Training

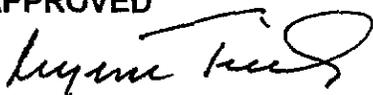
1. All persons conducting urinalysis and breathalyzer testing shall be appropriately trained.
2. At a minimum the training shall include:
 - Custody of urinalysis samples
 - Use of universal precautions
 - Direct observation process
 - Approved locations for testing
 - Same gender observation requirements
 - Calibration and use of breathalyzer testing instrument
 - Record keeping requirements
3. Evidence of training shall be maintained in the training record of the staff.

V. **ATTACHMENTS/FORMS**

NONE

VI. **HISTORY**

Original: April 1, 1994
Revised: July 1, 2000
July 1, 2001
November 1, 2002
Reviewed: October 22, 2004
Revised: March 1, 2008
March 1, 2009
Reviewed: March 1, 2010
Revised: September 20, 2012
October 17, 2013 (RENUMBERED FROM #13.2)

HCBC	POLICY AND PROCEDURES	NUMBER 10.2	PAGES 10
APPLICABILITY Agency - Wide	REFERENCES ADA: 9 CSR 10-7.070; 9 CSR 10-5 ACA: 4-ACRS-4C-12; 4-ACRS-4C-13 CARF: 2.E.1, 2.E.2, 2.E.3, 2.E.6, 2.E.10		
CHAPTER TEN (10) Medical Care and Health Services	SECTION TWO (2) Medication Management		
EFFECTIVE September 19, 2013	APPROVED 		
DATE OF BOARD REVIEW 9/19/2013	BOARD MEMBER SIGNATURE 		

I. POLICY

It is the policy, procedure, and practice of the Heartland Center for Behavioral Change (HCBC) to have an established system for the storage, self-administration, and disposal of prescription and over-the-counter medication belonging to consumers.

II. DISCUSSION

HCBC is dedicated to following applicable state and federal laws and regulations and to utilize sound clinical practices in its programs. In a residential program all medications must be kept in a secure area for the protection and safety of all consumers. Medication should only be taken as prescribed or according to the directions on the package. Staff must maintain accurate records of the medications that consumers take to help the staff monitor client physical and emotional health, to promote recovery and desired treatment and service outcomes. It is important that staff recognize the necessity of appropriate medication compliance in order to create positive outcomes for client recovery and success. Consumers will not be denied service solely due to taking prescribed medications nor shall they be denied due to not taking their medication, unless the taking or non-taking of medication renders them unable to adequately participate in and benefit from the services offered.

III. DEFINITIONS

A. Prescription Medication

Any medication prescribed by a physician.

B. Over-the-Counter Medication

Any medication that can be purchased without a prescription for the express purpose of treating the symptoms of a disease, illness or physical condition.

C. Medication Profile

The Medication Profile is a written record of the client's name, age, weight, current diagnosis, current medication and dosage, prescribing physician, allergies to medication, non-prescription medication and supplements, medication compliance and other pertinent information including dates and times a client's medication has been provided to them for self-administration. The Profile also records the number of pills remaining after each time the medication is taken by the client and the staff and client's initials verifying the accuracy of the information.

D. Medication Use

The practice of handling, prescribing, dispensing, and/or administering medications to persons served in response to specific symptoms, behaviors, and conditions for which the use of medications is indicated and deemed effective. Medication use may include self administration, or be provided by personnel of the organization or under contract with a licensed individual. Medication use is directed toward maximizing the functioning of the person served while reducing their specific symptoms and minimizing the impact of side effects. Medication use includes prescribed or sample medications, and may include over-the-counter or alternative medications provided to the person served as part of the therapeutic treatment/service program. Alternative medications can include herbal or mineral supplements, vitamins, homeopathic remedies, hormone therapy, or culturally specific treatments.

E. Medication Control

The process of physically controlling, transporting, storing, and disposing of medications, including those self administered by the persons served.

F. Self-Administration

The application of a medication (whether by injection, inhalation, oral ingestion, or any other means) by the person served, to his/her body; and

may include the organization storing the medication for the person served, or may include staff handing the bottle or blister-pak to the person served, instructing or verbally prompting the person served to take the medication, coaching the person served through the steps to ensure proper adherence, and closely observing the person served self-administering the medication.

G. Controlled Substance

A controlled substance is a drug or other substance that comes under the jurisdiction of the Federal Controlled Substances Act of 1970. Narcotics, depressants, stimulants, hallucinogens and anabolic steroids are regulated by the Controlled Substances Act (CSA).

IV. PROCEDURES

A. Use of Medication

HCBC will provide for the appropriate use of medication by consumers receiving residential services.

1. Under no circumstances will staff implement medication practices that serve as:
 - a. Punishment
 - b. Convenience of staff
 - c. As a substitute for services or other treatment
 - d. *In quantities that interfere with the individual's participation in treatment and rehabilitation services.*
2. Consumers will be allowed to self-administer prescribed medications as directed by a healthcare professional.
 - a. Individuals will not be denied service due to taking prescribed medication as directed. If staff believe that the medication is subject to abuse or could be an obstacle to treatment, then staff shall collaborate with the prescribing physician or other physician in the treatment planning process.
 - b. Individuals will not be denied service solely due to not taking prescribed medication as directed. A consumer may be denied service if he or she is unable to adequately

participate in and benefit from the service offered due to not taking medication as directed. In such a case the referring agency will be notified as applicable.

3. If medication is a part of an individualized plan, staff shall document that the individual and, as indicated, family member understand the purpose and side effects of medications and the importance of medication compliance while in the facility.

B. Collection of Medication and Documentation of Medication Profile

1. At intake, consumers newly admitted to any residential unit will be asked to surrender all medication to staff for approval and the development of a medication record. Consumers who refuse to surrender their medication shall not be admitted and the referring agency shall be notified, as applicable.

2. Medication Profile and Administrative Record

A Medication Profile (Attachment A) will be completed. The Medication Profile shall contain, at a minimum, the following information:

- a. Client name
- b. Age
- c. Weight
- d. Current medical diagnosis
- e. Current medication and dosage
- f. Prescribing physician
- g. Allergies to medication
- h. Non-prescription medication and supplements
- i. Medication compliance
- j. Other pertinent information related to the individual's medication regimen

The medication profile will be placed in the medication log alphabetically according to the client's last name. Each self-

administration of medication shall be recorded. The staff member counting will record the first count on the top line and sign. If the medication is a controlled substance, the count shall be conducted with the client as a witness. The client will sign off on the count. *Staff shall conduct a medication count on each shift. The count shall be conducted by the shift supervisor or designee.*

3. Authorized Medication

Only prescriptions and over the counter drugs in original packaging that is properly labeled will be authorized.

Staff should check for the following information on the prescription label:

- a. Drug name
- b. Strength
- b. Dispense date and amount dispensed
- c. Directions of administration
- d. Expiration date
- e. Client's name
- f. Name of prescribing physician.

4. If a prescription has a warning sign on it indicating it should not be mixed with alcohol, such medication will not be provided to the client for self-administration if there is an indication of possible alcohol consumption until one of two things happens:

- a. The client has a negative B.A. (.000); or
- b. A physician gives his/her approval.

All units will follow the appropriate chain of command to answer any question which may arise regarding medication self-administration.

C. Medication Storage

All prescription medications will be placed in a locked medicine cabinet (or drawer) that provides suitable conditions regarding sanitation, ventilation, lighting and moisture. Ingestible medications shall be stored separately

from non-ingestible medications and other substances. HCBC will maintain a list of personnel who have authorized access to the locked medication and those staff who are qualified to observe consumers self-administer medication.

D. Self-Administering of Medication

Only designated, trained staff will be identified to observe consumers self-administering medications. This designated person will be responsible for properly recording dosages taken, how much, when, etc. If the designated person notices that a client has not taken his/her medicine, this information should be passed on to the program manager.

Consumers will be required to request medication from the designated HCBC staff person. This staff person will check the medication profile to see when the client last received medication and will check the client's photo identification to ensure the appropriate person is receiving the medication. If the client is due for another dose the designated person will observe the client taking the medication. The client will sign or initial the medication profile indicating they have taken the medication.

Each unit will devise procedures to assure that consumers are medication compliant. The primary care physician of the client, if any, or a licensed physician shall be informed of any ongoing refusal of medication.

E. Adverse Drug Reactions

Consumers shall be referred to their healthcare professional or to the emergency room when any adverse reactions to medications are reported or noted. The type of reaction, physician recommendation and subsequent action taken by the program shall be documented in the individual's record.

F. Medication Errors

If a client self-administers a medication or dosage different from that prescribed, the physician of record shall be contacted for advice as soon as the error is discovered. Staff shall document any reaction in the client's progress notes. A critical incident report should be completed and forwarded to the program manager. If the program is under the direction of the Missouri Division of Behavioral Health, a CIMOR EMT Event Report form will be completed as directed by standards in the case of moderate or serious medication errors.

1. Moderate medication errors are those that require treatment and/or intervention in addition to monitoring and observation.

2. Serious medication errors are life threatening and/or have permanent adverse consequences.

Reference material will be maintained on site related to medications, possible side effects, and adverse reactions of each medication under supervision.

G. Supervision of Medication

Each unit must identify a procedure for conducting a physical count of all medication at least once a day or shift depending on contractual/certification requirements. Discrepancies are to be brought to the attention of the program manager the same business day or as soon as possible the next business day.

The program manager (or designee) will be required to do a check of 10% of all client medicines monthly and record the results on the monthly report. This means physically counting a client's medicine and comparing the count with the medication profile.

The program manager (or designee) is likewise responsible for reviewing all medication profiles weekly to make sure the daily counts are being done. The medication profiles should be initialed by the manager (designee) indicating that such checks have been done. While making these checks, the manager (designee) will review the medication profiles for abandoned medication. Dangerous medication, i.e., narcotics, psychotropics, etc., that have been abandoned will be removed immediately by the manager.

H. Return of Medication upon Discharge/Release

Consumers leaving the program will report to a designated staff member and pick up their medications, if any. A notation will be made that the medicine was released to the consumer and both the consumer and staff will sign under the notation on the Medication Profile. The Medication Profile will then be taken from the medication log and given to the counselor/case manager of record (where applicable) for placement in the client's file.

Medication that is abandoned by consumers following their discharge will be immediately picked up by the residential monitor, counted and given to the manager. The manager will hold this medication for at least 14 days before disposal. Medications shall be disposed of following HCBC Policy #10.4, Disposal of Medications.

I. Disposal of Medications and Controlled Substance

The disposal of medications shall be in accordance with HCBC Policy #10.4, Disposal of Medications.

J. Sharps Disposal

The disposal of sharps shall be in accordance with HCBC Policy # 10.3, Sharps and Containers, Collection and Disposal.

K. Questionable Medication

Consumers in possession of questionable medication, i.e., outdated, not in the proper container, wrong name, etc., will not be given their medication. If medication cannot be identified it will be destroyed.

L. Training and Education¹

Staff will receive ongoing training related to medication monitoring and practices at HCBC residential locations and will maintain a book of reference material for consultation regarding medications and their actions, possible side effects and potential adverse reactions.

Personnel providing direct service to the consumers served at HCBC residential locations will be trained annually at a minimum, in the following areas:

1. How medication works
2. Risks associated with each medicine
3. Intended benefits, as related to behavior or symptoms targeted
4. Side effects
5. *Contraindications*
6. Potential implications between medications and diet/exercise
7. Risks associated with pregnancy
8. Importance of taking medications as prescribed, including the identification of potential obstacles to adherence
9. The need for laboratory monitoring

¹ CARF 2.E.2

10. The rational for each medication
11. Early signs of relapse related to medication efficacy
12. Signs of non-adherence to medication prescriptions
13. Potential drug reactions when combining prescription and nonprescription medications, including alcohol, tobacco, caffeine, illicit drugs, and alternative medications
14. Instructions on self-administration, when applicable
15. Wellness management and recovery planning
16. The availability of financial supports and resources to assist the persons served with handling the costs associated with medications
17. Training will be documented in the training file of each employee by Human Resources.

L. Internal Operating Procedures

Each residential program will create Internal Operating Procedures dealing with medication management. These IOPs should be available for review by all staff and contractual agencies.

V. **ATTACHMENTS/FORMS**

- A. Medication Profile

VI. **HISTORY**

Original: May 1, 1996
Revised: April 1, 1998
August 1, 1999
June 13, 2000
Reviewed: July 1, 2001
Revised: December 1, 2002
Reviewed: January 20, 2006
Revised: March 1, 2008
March 1, 2009
March 1, 2010
April 1, 2011
September 19, 2013

Bluford Library	3050 Prospect	701-3482
BP Gas Station	1500 Paseo	221-7889
Burlington Coat Factory	11910 E. Hwy 40	373-0775
Boost Mobile	2601 Independence Ave.	241-7474
Catholic Charities	3100 Main St.	561-1835
Church's Chicken	2515 E. 12th St.	483-9257
Commerce Bank	922 Walnut	234-2000
Consentino's	10 E. 13th St.	595-0050
City Union Mission	1310 Wabash	483-7685
Crown Center	2405 Grand	274-8444
CVS Pharmacy	921 Main St.	842-2514
Dollar General	3600 Broqadway	822-1115
Dollar General	5501 Truman Rd.	256-2113
Family Dollar	6003 Independence Ave.	231-0380
Family Dollar	4601 E. truman Rd.	231-4681
Family Dollar	3156 Troost	931-7788
Family Dollar	3017 Prospect	924-1455
Full Employment Council	1740 Paseo	471-2330
Gold Dome	1112 Broadway	842-0416
GED	2121 Charlotte	418-8202
Genx Clothing	3102 Prospect	921-7888
Goodwill Industries	1817 Campbell	842-7425
Grand Ave. Health Clinic	205 E 9th St.	842-3484
Greyhound Bus Station	1101 Troost	221-2835
Health Department	2400 Troost	513-6808/881-4424
St. Vincent's Holy Family House	3922 Troost	531-5484
Budget Mobile	3021 Swope Parkway	216-7647
Jackson County Courthouse	415 E. 12th St.	881-3000
Post Office/kcmo	2201 E. Truman Rd.	241-8081
KC City Hall	414 E. 12th St.	513-3600
Kansas City Metro	1200 E. 18th St.	221-0660
KC Central Library	14 W. 10th St.	701-3400
KC Municipal Court	1101 Locust	513-2700
KC Police Department	1125 Locust	234-5000
Westport Library	118 Westport Rd.	701-3488
Macellan Drug Treatment	4247 Walnut	506-0091
Metro Lutheran Ministry	3031 Holmes	931-0027
Outreach Center	1013 Truman	841-2521
Popeye's Chicken	3100 Prospect	921-3035
Plaza Library	4801 Main	701-3481
Price Chopper	5800 Wilson Rd.	483-6948
Rediscover	301 E. Armour Rd.	554-4380
Missouri Probation & Parole	330 E. 20th St.	889-7600
MO Public Defender's Office	324 E.11th St./20th floor	889-2098
Samuel Roger's Health Center	825 Euclid	474-4920
Social Security Office	2201 Independence Ave.	1-800-772-1213

Social Security Office	6320 Euclid	1-800-772-1213
MO State Office Building	615 E.13th St.	889-2000
St. Luke's Hospital	4401 Wornall	932-2000
St. Vincent's Depaul Thift	3922 Troost	531-5485
Swope Parkway Health Services	3801 Blue Parkway	923-5800
Total Gas Station	1704 Grand	221-9378
TMC Hospital	2301 Holmes	404-1000
TBH	1730 Prospect	404-1000
TBH ER	2211 Charlotte	404-5700
TBH West	300 W. 19th St.	404-5850
Snyder's	2620 Independence Ave.	483-4548
UMKC Dental School	650 E. 25th St.	235-2111
VA Hospital	4801 E. Linwood	861-4700
Walgreen's Pharmacy	2501 E. Linwood	861-4346
Wal-mart	11601 E.Hwy 40	313-6051
Journey 2 A New Life	3144 Troost	960-4808
CVS Pharmacy	6300 Prospect	444-2922
Salvation Army	3013 E. 9th St.	483-8484
Hope & Faith	705 Virigina	471-4673/283-8141
Redemptorist Services	3333 Broadway	561-3771
Alt-care/Rediscover	301 E. Armour	931-6500
Bishop Sullivan	6435 Truman Rd.	231-0984
Clay County		595-4200
Community Praise	3112 Troost	924-3225
Dismas House	301 E. Armour	531-6050
Downtown Library	14 W. 10th St.	701-3400
Full Employment	1740 Paseo	471-2330
Goodwill	1817 Campbell	842-7425
Goodwill Thrift Store	4824 N Oak Trafficway	453-9950
Gaudalupe	2600 Belleview	531-6911
Imani House	3950 E. 51st St.	929-2698
Jackson County Sheriff Office	1315 Locust	881-4350
Northeast AA	3020 E. 9th St.	214-8062
Recovery House		721-8861
Ren West	5840 Swope Parkway	333-2990
Salvation Army	3013 E. 19th St.	483-8484
State Building	615 E. 13th St.	889-2000
Yellow Cab		471-5000
KC Literacy	211 W. Armour	333-9332
Evagelist Center	1024 Truman Rd.	842-3698
Church of the Resurrection	1522 McGee	979-1330
Research Medical Center	2316 Meyer Blvd.	276-4000

Heartland Center for Behavioral Change CTU

JOB SEARCH

Client Name: _____ Day/Date: _____

Co. Name: _____ Results: _____

Co. Address: _____

Phone No: _____

Name of Person Spoken With: _____

Time Arrived: _____ Time Departed: _____

Co. Name: _____ Results: _____

Co. Address: _____

Phone No: _____

Name of Person Spoken With: _____

Time Arrived: _____ Time Departed: _____

Co. Name: _____ Results: _____

Co. Address: _____

Phone No: _____

Name of Person Spoken With: _____

Time Arrived: _____ Time Departed: _____

Co. Name: _____ Results: _____

Co. Address: _____

Phone No: _____

Name of Person Spoken With: _____

Time Arrived: _____ Time Departed: _____

Time Departed HCBC: _____ Staff Signature: _____

Time Returned to HCBC: _____ Approval: Yes _____ No _____

Client Signature: _____ Additional Contacts – enter on back

Original: Case Manager
Must be submitted by offender upon arrival back to HCBC from job search

HEARTLAND CENTER FOR BEHAVIORAL CHANGE
Correctional Transition Unit CTU

EMPLOYMENT FORM

Resident Name: _____ Date: _____

Social Security No: _____ Register #: _____

Room and Bed No: _____ Case Manager/PO: _____

Name of company employed with: _____

Company address: _____

Phone No: _____

Date of Hire: _____ Date Started: _____ Days Off: _____

Supervisor's name: _____ Daily Work Hours: _____

Means of transportation to work: _____ Pay Day: _____ Rate of Pay: _____

Frequency of pay days: _____ Date of first paycheck: _____

Will employer verify hours worked weekly with HCBC Staff? Yes _____ No _____

If employed while a resident of HCBC the last day worked, or last job was: _____

Comments: (i.e., job): _____

I acknowledge the understanding that I have one (1) hour for travel time to and from work. I also understand that failure to pay savings or not turning in a copy of my paycheck stub will result in a program violation and possible termination from the program.

Resident's Signature Date

Staff Witness Date

Original:
Cc: CM/PO

HEARTLAND
CENTER for behavioral
change

REBUILDING LIVES SINCE 1982

MANUAL
FOR
ASSOCIATES



REVISED: JULY 1, 2014

Heartland Center for Behavioral Change

Manual for Associates

Receipt and Acknowledgement

This Manual has been prepared to acquaint you more fully with the Heartland Center for Behavioral Change and your responsibilities. It includes basic information about Heartland Center policies and practices. It is not intended to cover every facet of the associate relationship. Nothing in this Manual is intended to create an employment relationship or contractual obligation for any definite duration and the statements made herein are simply general statements of Heartland Center policy. Heartland Center specifically reserves the right to (a) modify these policies, (b) apply them in a manner that retains discretion in Heartland Center, or (c) refrain from applying these policies at any time without notice. This information supersedes all verbal statements made at any time regarding employment or your relationship with HCBC and any written rules, statements, policies, or handbooks issued prior to this Manual. When policy changes occur, every effort will be made to notify you.

In this Manual when the term "Heartland Center" or "HCBC" is used it applies to the Heartland Center for Behavioral Change, Inc. When reference is made to "associate," it applies to employees, contractors, interns, and volunteers.

Please immediately complete the following and give it to Human Resources as instructed. Questions can be directed to your manager, supervisor, or Human Resources.

I have received a copy of the Heartland Center Manual for Associates and agree to abide by the statements and policies herein. I understand that nothing in this handbook is intended to create a contract for employment or services and that I remain an employee at-will.

Please **print** your name:

Name: _____

Please **sign** your name and date

Name: _____

Date: _____

Heartland Center for Behavioral Change Associates Manual

Heartland Center reserves the right to interpret, amend, discontinue, or change the summary of practices contained in this manual at any time.

Heartland Center for Behavioral Change

Manual for Associates

TABLE OF CONTENTS

SECTION I—ABOUT US

MISSION, VISION, AND VALUES.....	1
PHILOSOPHY STATEMENT	2
ORGANIZATIONAL HISTORY.....	2
TODAY’S PROGRAMS.....	3
OUR LOCATIONS.....	3

SECTION II—WORKPLACE POLICIES

ATTENDANCE.....	5
AT-WILL EMPLOYMENT.....	5
CLASSIFICATION OF EMPLOYEES.....	6
CODE OF ETHICS	7
COMMUNICATIONS.....	8
COMMUNITY SERVICE.....	9
COMPUTERS, ELECTRONIC MAIL, AND VOICEMAIL USAGE POLICY	9
CONFIDENTIAL INFORMATION.....	10
CONFLICT OF INTEREST.....	11
CORPORATE COMPLIANCE PLAN.....	11
CORRECTIVE ACTION.....	11
DISCRIMINATION AND HARASSMENT.....	13
DRESS CODE AND PERSONAL APPEARANCE.....	15
DRUG FREE WORKPLACE.....	16
EQUAL EMPLOYMENT OPPORTUNITY.....	17
EMPLOYEE ASSISTANCE PROGRAM (EAP).....	17
EMPLOYEE SUGGESTION PROGRAM (ESP).....	18
EMPLOYEE IDENTIFICATION CARD.....	18
EXPENSE REIMBURSEMENT.....	19
FRATERNIZATION.....	19
GRIEVANCE PROCEDURE.....	20
HOLIDAYS.....	20
HOURS OF OPERATION.....	21
MEAL PERIODS.....	21
MEDIA CONTACTS.....	21
NEPOTISM.....	21
PAID TIME OFF.....	22
PARKING.....	22
PERFORMANCE REVIEWS.....	22
PERSONAL PROPERTY.....	22
PERSONAL RELATIONSHIPS WITH CLIENTS.....	23
PERSONNEL ADMINISTRATION AND RECORD-KEEPING.....	23
PRIVACY OF PERSONNEL RECORDS.....	24
PROMOTIONS AND TRANSFERS.....	25
PROMOTION AND TRANSFER EVALUATION PERIOD.....	25
PROPERTY OF AGENCY.....	25

Heartland Center for Behavioral Change Associates Manual

Heartland Center reserves the right to interpret, amend, discontinue, or change the summary of practices contained in this manual at any time.

Heartland Center for Behavioral Change

Manual for Associates

SECTION II—WORKPLACE POLICIES (Continued)

RE-EMPLOYMENT.....	26
REPORTING ARREST AND CITATIONS.....	26
SAFETY.....	26
SEPARATION FROM EMPLOYMENT.....	27
SMOKING.....	28
SOFTWARE.....	28
SOCIAL NETWORKING.....	28
SOLICITATIONS AND DISTRIBUTIONS.....	29
TEAMWORK.....	30
TELEPHONES.....	30
THEFT.....	30
TIME CLOCK.....	30
TRAINING.....	31
USE OF A VEHICLE AT WORK.....	31
VIOLENCE IN THE WORKPLACE POLICY.....	32
WEAPONS.....	33
WORKER'S COMPENSATION AND WORKPLACE INJURIES.....	33
WORK SCHEDULE.....	34
WORKPLACE DIVERSITY.....	34

SECTION III—BENEFITS

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.....	35
HEALTH INSURANCE.....	36
HOLIDAYS.....	36
PAID TIME OFF.....	36
PROFESSIONAL DUES AND LICENSES.....	36
RETIREMENT – 401K.....	37
SUPPLEMENTAL INSURANCE.....	37
WORKER'S COMPENSATION.....	37

SECTION IV—COMPENSATION

BASIS FOR DETERMINING PAY.....	38
COMPUTING PAY.....	38
DEDUCTIONS FROM PAYCHECK.....	38
DIRECT PAYROLL DEPOSIT.....	38
ERROR IN PAY.....	39
GARNISHMENTS.....	39
HOLIDAY PAY.....	39
LUNCH PERIODS.....	39
OVERTIME PAY.....	39
PAY CYCLE.....	40
PAY REDUCTIONS.....	40
PAYCHECK DISTRIBUTION.....	41
PAY INCREASES – COMPENSATION REVIEWS.....	41

Heartland Center for Behavioral Change Associates Manual

Heartland Center reserves the right to interpret, amend, discontinue, or change the summary of practices contained in this manual at any time.

Heartland Center for Behavioral Change

Manual for Associates

SECTION V—CONFIDENTIALITY AND HIPAA PRIVACY AND SECURITY	
42 CFR PART 2	42
HIPAA PRIVACY	43
HIPAA SECURITY REQUIREMENTS	45
SECTION VI—CORPORATE COMPLIANCE	
CORPORATE COMPLIANCE	47
SECTION VII—PERSONAL LEAVE AND OTHER LEAVE PROVISIONS	
ATTENDANCE	49
TARDINESS	49
UNSCHEDULED ABSENCES	49
CORRECTIVE ACTION AND OCCURRENCES	50
PROVISIONS FOR LEAVE	51
BEREAVEMENT LEAVE	51
EXIGENCY AND MILITARY CAREGIVER LEAVE	51
FAMILY MEDICAL LEAVE (FMLA)	52
Application for Leave	52
During Leave	53
Following the Leave	53
HOLIDAYS	54
JURY DUTY	55
LEAVE FOR PROFESSIONAL DEVELOPMENT	55
LEAVE WITHOUT PAY (LWOP)	55
MILITARY LEAVE	55
PAID TIME OFF (PTO)	56
USE OF SCHEDULED PTO	56
EMERGENCY USE OF PTO	57
PTO ACCRUAL AT SEPARATION	58

Heartland Center for Behavioral Change Associates Manual

Heartland Center reserves the right to interpret, amend, discontinue, or change the summary of practices contained in this manual at any time.

Heartland Center for Behavioral Change

Manual for Associates

Dear Associate:

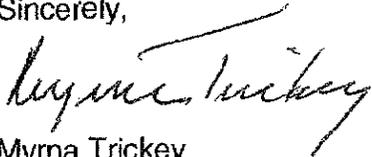
It is my pleasure to welcome you to the Heartland Center for Behavioral Change. I hope that you enjoy your new relationship with us and that you will find that helping others is personally rewarding.

At HCBC, we believe you are our greatest asset and that your work to help others rebuild their lives is important to everyone in the community. Our success in helping others hinges on the commitment of each associate. Your genuine concern for the welfare of others is at the cornerstone of our success. It is only through the personal efforts of each associate that it has been possible to deliver excellent services to tens of thousands of persons for more than thirty years. Together, our work saves lives and delivers new futures to those we serve.

This Associate Manual provides you with an abbreviated overview of Heartland Center's human resource policies. It is offered as a quick, convenient reference for you. Keep this Manual in a safe place so it is available whenever you need it. Our business is constantly changing and policies and procedures may change before you get an updated version of the Manual. When you need additional information or have a question about any policy or procedure, contact Human Resources or your supervisor, or check the intranet for detailed information on each of our policies.

We are happy to have you become a part of the Heartland Center team and look forward to working with you to make a difference in the lives of others.

Sincerely,



Myrna Trickey
President/CEO

SECTION I

ABOUT US

I. **MISSION, VISION, AND VALUES**

At the core of everything we do here at the Heartland Center is our mission. We exist to fulfill our mission. We are guided by our vision. It is what we hope to achieve in the community. The work we do each day is filtered by a set of values. Please take time to become familiar with the reason for your work and the principles that you should apply each day.

Mission

The Heartland Center for Behavioral Change provides behavioral healthcare and substance abuse services to help individuals and families lead healthier, happier, more productive lives.

Vision

HCBC envisions healthy individuals contributing to healthy communities.

Values

Our values at the Heartland Center are: Integrity, Respect, Diversity, Commitment, Excellence and Collaboration:

- **INTEGRITY** – We act in an ethical, honest, trustworthy, and transparent manner at all times.
- **RESPECT** – People are the focus of our work and we treat each person and each other with dignity.
- **DIVERSITY** – We respect the culture and values of others and emphasize and promote diversity in our ideas, our workforce, and the services and supports we provide.
- **COMMITMENT** – We take personal responsibility and we do what we say we will do, when we say we will do it.
- **EXCELLENCE** – Our work reflects pride, high professional standards, best practices, and is directed at producing the greatest possible results for those we serve.
- **COLLABORATION** – We produce the best results when we work with each other, the people and families we serve, with communities and other stakeholders.

AT THE HEARTLAND CENTER FOR BEHAVIORAL CHANGE, WE HELP PEOPLE REBUILD THEIR LIVES!

II. PHILOSOPHY STATEMENT

The Heartland Center **values each individual** regardless of what their past behavior may have been. We are committed to providing the highest level of professional services and to treating each person we serve with respect and dignity.

Although we offer a variety of programs and services that have very specific goals, in all programs **we believe in the healing power of collaborative and empowering relationships**. We know that “therapeutic relationship” is one of the most important components of successful services. Our practice of **acceptance, respect, and compassion** toward all, fosters the level of openness and honesty needed for personal healing and progress. Our goal is to build a positive relationship with those we serve beginning at the time services are started and to maintain this relationship throughout each person’s journey with us.

We also believe that we must encourage and **empower** each person to take full responsibility for their own attitudes, behaviors and choices, thereby actively participating in their own progress. We believe that this ownership goes a long way in helping others to regain self-confidence and in achieving the best results. People who have a more active role in guiding the delivery of services are more likely to be successful over the long-term.

III. ORGANIZATIONAL HISTORY

For more than three decades, fidelity to our mission has been the hallmark of our organization. Helping persons to rebuild their lives has always been, and continues to be, the reason for our existence. We have built upon the vision of our founder — to deliver hope, healing, and recovery to persons suffering from addiction to become an organization that provides a wide variety of rehabilitation and compassionate care services at locations throughout the state. Over the last 30 years, we have made a difference in the lives of tens of thousands of people. Today’s success is a reflection of our past success in restoring the lives of others.

Our history began with the dream of Shirley Johnson, who founded the Kansas City Community Center in 1982. With little funding but much passion, she opened a social setting detoxification program in Kansas City to help people who were no longer able to help themselves. Her success led to the opening of a residential treatment program for chemically dependent persons and soon to the opening of a halfway house for offenders referred by the State of Missouri. The success of each of these programs led to more programs and soon, the Kansas City Community Center was able to provide a wide array of substance abuse treatment services and correctional programs.

In 2013, we adopted a new organizational name, the Heartland Center for Behavioral Change, to better reflect what we have become over the last three decades... *an organization that provides a variety of behavioral healthcare services and reaches people at multiple locations in the State of Missouri. We are proud of*

our past as the Kansas City Community Center and remain committed to helping people "Rebuild Their Lives."

IV. TODAY'S PROGRAMS

Today, we offer a full range of programs including comprehensive substance abuse treatment services, court services, municipal court services, correctional residential treatment services, and in prison treatment. Our services include:

- Correctional Transitional Services for State offenders
- CSTAR and Primary Recovery Outpatient Treatment
- Drug Court services
- DWI Court services
- Free N Clean and OPTS case management services
- Medically Monitored Inpatient Detoxification Services
- Municipal Court programs (domestic violence, shoplifting, fathering)
- Residential Re Entry Services for the Federal Bureau of Prisons
- SATOP Services

V. OUR LOCATIONS

We have locations that are readily available to communities throughout the Greater Kansas City area and Southwest Missouri with our corporate headquarters located in Kansas City, Missouri.

Main Administrative Office

1730 Prospect Avenue, Ste 100
Kansas City, Missouri 64127

1514 Campbell Avenue, Kansas City, MO 64108

Our Correctional Transitions Unit (CTU) and Residential ReEntry Center (RRC) programs help adults referred for transitional community assistance by supervising correctional authorities. We provide residential care and case management assistance to each person to help each become successful in the community.

1534 Campbell Avenue, Kansas City, MO 64108

Our medically monitored inpatient detoxification unit and downtown Kansas City substance abuse outpatient treatment services are available at this Kansas City location.

1205 W. College Street, Liberty, MO 64068

We provide outpatient substance abuse treatment for persons residing in the Kansas City Northland at our convenient location in downtown Liberty. Services are also available at our location in Richmond, Missouri.

103 N. Main Street, Suite 100, Independence, MO 64050

A wide variety of services are available at our location in Independence, Missouri. Our multi-disciplinary team provides drug court, municipal court, substance abuse treatment outpatient substance abuse and SATOP services here. We are conveniently located across the street from the city and county courthouses in Independence.

840 S. Glenstone Avenue, Springfield, MO 65802

Drug court, DWI court, and outpatient substance abuse treatment services are provided at our location in Springfield, Missouri. We also provide drug court services in Bolivar and outpatient substance abuse treatment services at locations in Nixa, Bolivar,

1212 McGee Street, Suite 300, Kansas City, MO 64106

Heartland Center is the provider of comprehensive substance abuse treatment for the Jackson County Drug Court at this downtown Kansas City location. Services at 1212 McGee also include Transitional Drug Abuse Treatment and Transitional Mental Health Treatment.

100 W. 31st Street, Suite 200, Kansas City, MO 64106

Our Free and Clean and Opportunity To Succeed (OPTS) programs offer substance abuse treatment and case management services for persons referred by the Missouri Department of Corrections.

SECTION II

WORKPLACE POLICIES

The following section provides a summary of workplace policies that you should be expected to *read*. If you do not understand any part of this Manual you should ask for clarification during your orientation training or from your supervisor, a member of management, or a member of our administrative staff. You should also be aware that the Manual only offers a *summary* of a portion of our policies. All policies and procedures are available on the agency intranet and can also be obtained from supervisors, managers and administrators. All associates are expected to know and comply with the applicable requirements of policies and procedures.

Please note that we refer to the Heartland Center for Behavioral Change as "Heartland Center" and "HCBC" throughout this Manual. When the term "associates" is used in this Manual, we are referring to Heartland Center employees, contractors, interns, and volunteers.

1. **Attendance**

All associates are expected to attend work as scheduled, to be on time and to be available for duty as assigned. At the time of your engagement with the Heartland Center, your work schedule was provided. You are expected to attend work as scheduled at all times UNLESS you have the advance approval of your supervisor to be absent or modify your schedule. Frequent tardiness and/or absence from duty will be cause for your separation from the Heartland Center. Please refer to Section VII of this Manual, "*Personal Leave and other Leave Provisions.*" for more specific information about our expectations for attendance. You may also find more information about our attendance expectations in our Policy #3.7, *Employee Time and Attendance* which is available on the intranet.

2. **At-Will Employment**

Your employment with Heartland Center is at-will. This means that neither you nor the Heartland Center for Behavioral Change has entered into a contract regarding the duration of your employment. You are free to terminate your employment with Heartland Center at any time, with or without reason. Likewise, the Heartland Center for Behavioral Change has the right to terminate your employment, or otherwise discipline, transfer or demote you at any time, with or without reason, at the discretion of the Heartland Center for Behavioral Change. Any agreement with you altering your at-will status must be in writing and signed by the President/CEO of the Heartland Center for Behavioral Change.

Other than the President/CEO of the Heartland Center for Behavioral Change, no supervisor, manager or other person, irrespective of title or position, has authority to alter the at-will status of your employment or to enter into any contract for a definite period of time with you. Only the President/CEO has authority to enter into agreements and contracts. Any agreement must be set forth in a written document signed by the President/CEO.

3. Classification of Employees

Your employment classification has bearing on how you are compensated and is based on the requirements of the Department of Labor. The Department of Labor identifies persons as *exempt*, meaning *exempt from overtime pay* and *non-exempt* which means the employee is *entitled to overtime pay* when the number of hours worked in a workweek exceed forty (40) hours. The classification is determined by a number of factors that are established by federal regulations.

Exempt employees are executives, certain administrative employees, professionals, technical staff, and others who have been identified as "exempt" from overtime pay provisions by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. Exempt employees are paid an established bi-weekly salary.

Non exempt employees are paid on an hourly basis and receive pay at a rate of time and a half for hours worked over forty (40) in a work week.

Employees are also classified as full time, part time, or PRN (as needed). This classification is used to identify eligibility for certain HCBC benefits. Only persons who are scheduled to work as a "full time" employee or "part time with benefits" employee are eligible for HCBC benefits. Volunteers, interns, and contractors are not considered employees of HCBC and do not receive any benefits. The classifications used at HCBC are described below.

Full-time employees are those employees who are regularly scheduled to work at least 40 hours in a workweek and are eligible for all benefits described in this Associate Manual.

Part-Time employees with benefits are employees who are regularly scheduled to work twenty (20) or more hours, but less than forty (40) hours in a work week. Part time employees with benefits are eligible for a reduced benefit package including paid time off (PTO) which is offered at a rate that is one half the accrual rate of full time employees.

Part-Time employees without benefits are employees who are regularly scheduled to work less than twenty (20) hours in a workweek. They are ineligible for agency benefits.

PRN employees are “as needed” employees who are available for work when work is needed. There is no guarantee of the number of hours that the employee will be asked to work or when the employee will be asked to work. No benefits are available to PRN employees.

Temporary employees are employees who are hired for a limited amount of time to complete a specific project or to provide temporary assistance. An employee hired under these conditions is considered a temporary employee. The job assignment, work schedule and duration of the position are determined on an individual basis. Unless specifically extended by a written agreement. A temporary does not become a regular employee by being employed longer than the agreed upon specified period.

Temporary employees are not eligible for benefits described in this Manual, except to the extent required by provision of state and federal laws.

4. Code of Ethics

All associates are expected to comply with the professional Code of Ethics established by applicable licensing and certification bodies for their profession. We have also adopted the following Code of Ethics:

- a. I shall give precedence to my professional responsibility over my personal interests and will uphold the dignity and honor of my professional position.
- b. I shall show respect for each consumer and colleague by maintaining an objective professional relationship at all times. I will not engage in any activity that could be construed as exploitation of consumers for personal gain, be it sexual, financial or social.
- c. I shall adhere to a strict policy of nondiscrimination. I will deliver kind and humane treatment to all consumers regardless of race, creed, reproductive status, gender, disability, age, sexual orientation or economic condition. I will work toward the prevention and elimination of such discrimination in rendering services and overall employment practices.
- d. I shall respect the basic human rights of all consumers, including their right to make decisions, to participate in any plan made in their interest, even to reject the services being offered.
- e. I shall remain aware of my own skills, limitations, and job duties. I will never attempt to counsel or advise clients on matters outside my “job description”. I will recognize when it is in my best interest to refer the client to another staff member, another program, or another professional.

- f. I shall accept responsibility for my continuing education and professional development as part of my commitment to providing quality care for persons who are consumers of HCBC.
- g. I shall adhere to a strict policy of professional respect for the views, actions, and findings of colleagues and members of other professions and programs. I will always use appropriate practices when expressing agreement or disagreement in judgment on such matters.
- h. I shall respect program policies and procedures and cooperate with management functions. When in the course of my employment, policies and procedures or management functions are changed; I will make a decision to continue to stay with the agency or leave. If my decision is to stay, I realize I am ethically obligated to conform to the new set of agency expectations. I will not discuss the merits of agency policy and procedure or management functions with consumers.
- i. I shall provide an appropriate setting for contact with the consumers and will provide a supportive environment for all consumers searching for recovery and a crime-free lifestyle.
- j. I shall abstain from the non-medical use of any mood altering chemicals while on the job, and will abstain from illegal substances. I shall abstain from engaging in criminal activity. I will serve as a responsible role model for consumers, associates, and the community.
- k. I shall not degrade other professionals nor engage in false or misleading communications about my own or other professionals' abilities, training, and/or experience.
- l. I accept that it is my duty to report violations of these ethical standards to my immediate Supervisor/Manager or a Vice President.

5. Communications

Successful working conditions and relationships depend upon successful communication. Not only do you need to stay aware of changes in procedures, policies and general information, you also need to communicate your ideas, suggestions, personal goals or problems as they affect your work. We encourage open, two-way communication among all associates among all ranks within the organization.

At HCBC we exchange information in a number of ways: Manual for Associates, agency policy and procedure, formal and informal team and supervisory discussions, committee meetings, memoranda, staff meetings, newsletters, training sessions, e-mail and intranet. You may receive letters from HCBC from time to time that offer important information or instruction about the Agency, your employment or

relationship with HCBC and other related matters. You will also receive information from our benefit providers.

6. Community Service

Managers are expected to have involvement in and to collaborate with, organizations in the community that support the mission of the Heartland Center. All associates are expected to serve as ambassadors of the Heartland Center for Behavioral Change in promoting our mission in day to day work. However, associates are not permitted to officially represent Heartland Center in community meetings, events, or related activities without the authorization of management. Under no circumstances are associates permitted to represent or state Heartland Center's official position without management authorization.

7. Computers, Electronic Mail and Voicemail Usage Policy

The Heartland Center for Behavioral Change makes every effort to provide the best available technology for associates by making equipment such as computers, electronic mail and voicemail available. The following section offers our expectations for the use of our business equipment.

HCBC property, including computers, cell phones, electronic mail and voice mail, should only be used for conducting Agency business. Incidental and occasional personal use of our computers, cell phones, voice mail and electronic mail systems is permitted, but the information and messages stored in these systems is treated no differently than other business-related information and is considered to be the property of HCBC.

Our equipment may not be used to solicit others for personal or commercial ventures, religious or political causes, or other non-job related solicitations. Furthermore, it is prohibited to use HCBC equipment to intimidate, harass, or transmit messages that are offensive to others or that disrupts the work of others. Transmitting any messages with sexual content, or that contain disparaging remarks or make jokes about someone's race, age, sexual orientation, religious or political beliefs, national origin or disability, is PROHIBITED. In addition, associates may not use HCBC equipment to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information or similar materials without prior management authorization.

Although we use codes and passwords to restrict access to computers, voicemail and electronic mail to protect these systems against external parties or entities obtaining unauthorized access, associates should understand that these systems are intended for business use, and all computer information, voice mail and electronic mail messages are agency records and property.

From time to time, we may need to respond to requests by third parties in legal proceedings which may require us to divulge electronically-stored information. Therefore, we must and do, maintain the right and the ability to enter into any of

these systems and to inspect and review any and all data recorded in those systems. Because HCBC reserves the right to obtain access to all voicemail and electronic mail messages left on or transmitted over these systems, associates should not assume that such messages are private and confidential or that the agency or its designated representatives will not have a need to access and review this information. Individuals using our business equipment should also have no expectation that any information stored on their computer - whether the information is contained on a computer hard drive, computer disks or in any other manner - will be private.

HCBC has the right to, but does not regularly monitor voicemail, electronic mail messages, cell phones and long distance charges. We will, however, inspect the contents of computers, voice- mail, electronic mail, cell phones or long distance charges in the course of an investigation triggered by indications of unacceptable behavior or as necessary to locate needed information that is not more readily available by some other less intrusive means.

The contents of computers, voicemail and electronic mail, properly obtained for some legitimate business purpose, may be disclosed by HCBC, if necessary, within or outside of the agency.

8. Confidential Information

As an associate of HCBC, you were asked to sign a Confidentiality Oath, which generally provides that you will not disclose or use any Heartland Center for Behavioral Change confidential information, either during or after your relationship with our organization. Confidential information includes information about consumers as well as about the agency. We sincerely hope that our relationship will be long-term and mutually rewarding; however, your association with HCBC requires you to maintain the confidentiality of the information that you have come into contact with....even after you no longer have a relationship with HCBC.

HIPAA Privacy regulations and 42 CFR Part II prohibit the disclosure of consumer information to others, except to those persons who have a "right to know" and a "need to know." Failing to maintain the privacy of consumer information can result in your separation, fines, and criminal penalties. Section V, *Confidentiality and HIPAA Privacy and Security*, provides additional information about the requirements of all associates to maintain the privacy of the persons we serve.

HCBC business information is also confidential information. HCBC requires all associates to maintain the confidentiality of information received about or from the agency. No one is permitted to remove or make copies of any HCBC records, reports or documents without prior management approval. Disclosure of confidential information could lead to separation from HCBC and possible legal action. Examples of confidential business information are:

- Contracts
- Information about consumers
- Consumer lists/rosters
- Salary and personnel information
- Marketing plans and lists
- Legal documents
- Business plans, strategies, and/or financial information
- Pending projects and/or proposals
- Information obtained from the personnel file of others

If you are asked to provide confidential information by persons who do not have a “need to know” the information requested, or if at any time you are concerned about the confidentiality of information that you have been asked to share, you should immediately contact your supervisor or the HIPAA Privacy Officer.

The safeguarding of HCBC information is the responsibility of all associates. No associate may use information obtained in the course of duty for actual or anticipated gain.

9. Conflict of Interest

Associates are prohibited from engaging in activities that present a conflict of interest. A “conflict of interest” exists when an associate is in a position to influence a decision that may result in a personal gain for that associate or any relative of the person. If an associate has any influence on transactions involving a purchase, contracts, leases, services, or other matters that would result in a benefit to the associate or his/her relatives, the associate must disclose the potential for a conflict of interest to the Corporate Compliance Officer.

10. Corporate Compliance Plan

The Heartland Center has adopted a Corporate Compliance Plan. It establishes expectations for professional, business, marketing, and clinical practices and prohibits waste, fraud, and abuse. Fundamentally, our plan requires all associates to conduct all business activities with integrity and to report any integrity violations immediately. All associates are expected to receive training in, and know and comply with the Heartland Center Code of Conduct which is contained in the Plan. A summary of our Corporate Compliance Plan and Code of Conduct is provided in Section VI.

11. Corrective Action

Under most circumstances, when associates are having difficulty in achieving the level of performance expected, corrective action will be taken to help the associate bring his/her performance to an acceptable level. Corrective action that may be taken includes: Consultation between the supervisor and associate; oral or written warnings; a written corrective action plan; a suspension without pay, or other action that will bring the deficiency to the attention of the associate and help improve performance. Because some circumstances are more serious than others, the

HCBC may investigate complaints or concerns expressed about associates. When an investigation is conducted, associates are expected to fully cooperate including offering written statements and/or producing documents. During an investigation, an associate may be placed on a period of leave without pay until the matter is resolved. In the event the investigation fails to find any misconduct by the suspended associate, s/he may be paid for the working hours that were withheld during the period of suspension.

12. Discrimination and Harassment

We are committed to providing a work environment that is pleasant, professional and free from discrimination, illegal intimidation, hostility or other offenses that may interfere with your work performance. Illegal harassment of any sort—verbal, physical and visual—is not tolerated.

Discrimination is conduct that deprives an individual of a benefit of employment or unfair treatment on the basis of race, color, religion, sex (including pregnancy, sexual orientation, national origin/ancestry, age (40 through 69), disability, protected veteran status, or any other characteristic protected by law.

- Recruitment
- Applicant screening
- *Employment interviews*
- Hiring
- Promotions
- Transfers
- Discipline
- Compensation
- Terms of work
- Conditions of work
- Employment benefits and privileges
- Setting any term or condition of employment

Illegal workplace harassment can take many forms. It includes, but is not limited to: words, written materials, notes, photographs, offensive jokes, cartoons, pictures, posters, e-mail jokes or statements, or other verbal or physical contact directed at an individual or group of individuals on the basis of race, color, religion, sex (including pregnancy, sexual orientation, national/origin/ancestry, age (40 through 69), disability, protected veteran status, or any other characteristic protected by law, that has the effect of interfering with an individual's work performance creating an intimidating, hostile, or offensive working environment. It may take the form of derogatory statements not directed to the targeted individual but taking place within his or her hearing. Other prohibited conduct includes taking retaliatory action against an employee for discussing or making a harassment complaint.

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature when such conduct

creates an offensive, hostile or intimidating working environment and prevents an individual from effectively performing the duties of his/her position. It also encompasses such conduct when it is made a term or condition of employment or compensation, either implicitly or explicitly or when an employment decision is based on an individual's acceptance or rejection of such conduct.

Generally, two categories of sexual harassment exist. The first, "quid pro quo," is defined as an exchange of sexual favors for improvement in working conditions and/or compensation. The second category, "hostile, intimidating, offensive working environment," is when unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature when such conduct creates an intimidating or offensive environment. Examples of a hostile, intimidating, and offensive working environment include, but is not limited to, pictures, cartoons, symbols, or apparatus found to be offensive and which exist in the workspace of an employee. It is also against HCBC policy to download inappropriate pictures or materials from computer systems.

All HCBC employees and managers have a responsibility for keeping our work environment free of workplace discrimination and harassment. Associates who believe they have been subjected to harassment, or any form of discrimination, have the responsibility to bring their concerns to the immediate supervisor, member of management in their chain of command, the Human Resources Department, or through the Employee Grievance procedure. The mode of such communication may be in writing or verbally. Additionally any associate who becomes aware or is reasonably aware of sexual harassment or discrimination has the responsibility to make a report to a member of management or the Human Resources Department.

When management becomes aware of the existence of harassment, it is obligated by law to take prompt and appropriate action, whether or not the victim wants HCBC to do so. No adverse employment action will be taken for any employee making a good faith report.

All complaints of illegal discrimination or harassment will be promptly investigated and resolved with prompt and appropriate action. The objective of the investigation shall be to determine to the extent possible, what happened; resolve the situation appropriately; and bring any such conduct to an end. The investigation will be handled in a confidential manner by Human Resources, or designee, if appropriate. The initial report and information subsequently collected will be restricted to only those few individuals in the workplace who have need for involvement in the investigation and/or discipline process.

Any associate who engages in discriminatory behavior including the illegal harassment of another associate will be subject to serious disciplinary action up to and including separation from HCBC. HCBC will also take any additional action necessary to appropriately remedy the situation. HCBC prohibits associates from retaliating in any way against anyone who has raised any concern about the

harassment or discrimination of another individual. No adverse action will be taken against an associate for making a good faith report of alleged harassment.

HCBC accepts no liability for the harassment of one associate by another associate. The associate who makes unwelcome advances, threatens or in any way harasses another associate bears full personal liability for such actions and their consequences. HCBC may or may not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed.

Our policy that prohibits discrimination and harassment is available on the intranet as Policy #3.2, "*Discrimination, Harassment, and Retaliation.*"

13. Dress Code and Personal Appearance

You are expected to dress and groom according to accepted business standards and to be aware that your appearance reflects HCBC. Because personal appearance contributes to the public's image of our agency, we ask that each associate closely abide by our dress code. If your appearance falls below the accepted business standard, your supervisor may ask that you return home to change or that you improve grooming. Please keep in mind the discomfort that you and your supervisor might experience through such a discussion.

It is important you to maintain good hygiene when at work. Hair should be neat, clean and tastefully styled. Facial hair must be neatly groomed. You are expected to be free of body odor, bad breath, and the excessive use of perfume or cologne (which may be offensive to coworkers and to the public).

Associates are expected to arrive at work dressed and groomed in accordance with applicable policy and the job duties of the position. Associates must wear acceptable work clothing and attire during scheduled work hours and work related activities. We provide security and maintenance staff with shirts that must be worn at all times while on duty. Nursing staff is expected to wear scrubs at all times.

The following standards have been established for associate dress while on duty at HCBC:

1. Clothing should be sized proportionately, be clean, pressed, and free of tears or holes.
2. Blue Jeans or other denim pants are permitted by associates, but can only be worn on Fridays.
3. The following is considered unacceptable dress for all associates during work hours:
 - Clothing that is stained, wrinkled, frayed, torn, or revealing including low necklines, midriff or halter tops, short skirts or dresses;

- Clothing containing obscene, profane, discriminatory, provocative or inflammatory words, logos, pictures, and/or symbols;
- Clothing advertising alcoholic beverages, drugs, drug paraphernalia, gambling, or tobacco
- Clothing advertising political messages
- Attire associated with gang apparel or symbols;
- Blue jeans or other denim pants (except on Fridays);
- Skirts and dresses that are more than four inches above the knee, tube tops, halter tops with spaghetti straps, bare midriffs, bare back dresses or tops;
- Off-the-shoulder tops;
- Tank tops and muscle shirts, low-cut blouses and pants;
- Athletic wear, workout clothes, sweatshirts (except on Fridays)/sweatpants, leggings;
- Shorts, cutoffs, or Capri pants
- Spandex and yoga pants or Lycra such as biker shorts;
- Extremely baggy shorts or pants;
- Pool/beach attire including beach sandals and loose footwear;
- Undergarments as outerwear;
- Evening wear; and
- Worn out tennis shoes

The items listed are intended as an illustration of the various types of items that are not acceptable attire. Additional requirements may be imposed by individual programs. The dress code is subject to change as deemed necessary by HCBC.

14. **Drug Free Workplace**

HCBC is a “Drug Free Workplace.” This means we are an alcohol/ drug-free workplace that prohibits the unlawful manufacture, distribution, dispensing, possession or use of alcohol, controlled substances, unauthorized drugs, intoxicants, drug paraphernalia or any combination thereof on agency premises or worksites, including agency vehicles and private vehicles parked on agency premises or worksites.

All associates are required to participate in *pre-employment drug testing*. While any applicant has the right to refuse a test, we will not consider an applicant who refuses to participate in testing or to promptly proceed for a test when notified. Additionally, if there is evidence of the use of illegal drugs, the pre-employment process will be terminated.

Individuals who become associates of HCBC are also required to participate in alcohol or drug testing when requested to do so by Human Resources. We conduct both random and targeted alcohol/drug tests. Each month, associates are randomly selected for drug testing. We may also require associates to participate in drug/alcohol drug testing when:

- There has been a workplace accident or unsafe practice incident
- Whenever there is reason to believe that the associate may be under the influence of drugs or alcohol
- For any reason necessary to maintain a drug free workplace.

Drug testing is coordinated by the Human Resources Department. A refusal to participate in the testing or a positive test result is cause for separation from HCBC. All testing is conducted by an independent laboratory.

Associates are also expected to promptly notify their supervisor in writing when they have been arrested for a violation of any alcohol or drug statute.

We reserve the right to search and inspect all Agency areas to maintain a safe workplace.

The policy and procedures of HCBC # 3.15 *Drug-Free Workplace* may be accessed on the intranet.

15. Equal Employment Opportunity

At Heartland Center we prohibit discrimination in any form. HCBC is an Equal Employment Opportunity Employer. All qualified applicants receive consideration for employment without regard to race, color, religion, sex, national origin, or other protected status. Employment decisions are based on merit and business needs, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation or any other factor protected by law.

Equal Employment Opportunity notices are posted near employee gathering places as required by law. These notices summarize the rights of employees to equal opportunity in employment and list the names and addresses of the various government agencies that may be contacted in the event that any person believes he or she has been discriminated against.

Please see our Policy #3.1, *Equal Employment Opportunity* for more information.

16. Employee Assistance Program (EAP)

We offer an Employee Assistance Program (EAP) for our employees to help when an employee is experiencing a crisis or needs immediate assistance. Employees should contact the EAP whenever they need some help with a personal problem. Additionally, supervisory staff may require an employee to obtain assistance when a problem appears to be interfering with work performance. Our EAP program is operated by an independent provider and those accessing the program can be assured of confidentiality.

The identification card also is used for employee timekeeping purposes. Employees must notify the Human Resource or the Payroll Coordinator if the card is lost, stolen or damaged.

19. Expense Reimbursement

HCBC reimburses employees for the cost of using a personal vehicle for approved agency business by offering mileage reimbursement. Mileage reimbursement is a set amount of reimbursement for each mile driven.

HCBC also reimburses employees for certain reasonable, approved expenses incurred for the benefit of HCBC. To be eligible for expense reimbursement, the employee must have the authorization of the supervisor to incur a business related expense, (usually by way of a requisition or purchase order) prior to incurring the expense.

Employees requesting reimbursement must submit the claim for reimbursement on an agency approved "Expense Report" form. Receipts for expenses must be attached. Expense reports must be submitted monthly. Claimants with nominal expense reimbursement claims may submit claims for multiple months.

Refer to HCBC policy #3.20 *Expense Reimbursement* for additional information.

20. Fraternalization

"Fraternalization" is defined as: A dating, marital, romantic relationship, or a significant business/financial relationship. A business/financial relationship exists when associates share living arrangements, start or own a business together, or a lender/borrower agreement exists.

While HCBC does not wish to interfere with the off-duty and personal conduct of its associates, certain types of off-duty conduct and relationships may interfere with HCBC's legitimate business interests. To prevent unwarranted sexual harassment claims, uncomfortable working relationships, morale problems among other employees, and even the appearance of impropriety, managers and supervisors of HCBC are strictly prohibited from engaging in consensual romantic or sexual relationships and significant business and/or financial relationships with any managers, supervisors, or lower level employees of HCBC.

- Fraternalization between a supervisor and an associate is prohibited. This includes situations where one associate has an evaluative role over the other associate.
- Fraternalization between associates even where a supervisory or evaluative relationship does not exist is *strongly discouraged*.
- Flirtatious and/or suggestive conversations and behavior are inappropriate between associates in the workplace regardless of position and are prohibited.

If any HCBC associate enters into a relationship that falls into the category of fraternization, as described above, with another HCBC associate and where one of the two individuals supervises the other, both employees, (i.e., the supervisor and the supervised), are required to immediately report the relationship to Human Resources and the appropriate senior leader in that supervisory chain. Failure to inform Human Resources and management of the relationship will lead to the discipline of both associates, up to and including termination of both.

Violation of the prohibition against fraternization will result disciplinary action up to and including termination. See HCBC Policy #3.24.

21. **Grievance Procedure**

We encourage you to discuss any issue or concerns you may have directly with your co-worker or your supervisor as soon as possible. Problems, miscommunications, and concerns are much easier to address when people promptly identify them and work cooperatively toward a resolution. If a resolution is not reached, you should *arrange a meeting with your supervisor or a member of management to discuss any concerns, problems or issues that arise during the course of your employment with HCBC.*

We also offer a formal grievance procedure for employees who are not able to resolve complaints successfully through informal means. No adverse employment action is taken against any employee making a complaint using the grievance process. The grievance process is available to address work-related issues. Failure to extend employment beyond a previously established term or your separation from employment is not reviewable under these procedures. We also cannot address *complaints that are not within our purview to resolve.* Examples are the requirements of contractors, legal regulations, insurance requirements, etc.

*If you have a complaint that you have not been able to resolve informally, you should submit your written complaint to your supervisor/manager following an established timeframe. It is important that you submit your complaint promptly. The complaint process is immediately stopped if the employee is dismissed or resigns; or the employee pursues resolution through an external mechanism. The steps for filing a grievance are available in Policy #3.9, *Employee- Management Relations and Grievances.* This policy can be accessed on the intranet.*

22. **Holidays**

Full time and benefit eligible part time employees are provided time off in observance of HCBC recognized holidays. HCBC observes eight (8) holidays:

New Years Day	Martin Luther King Jr. Day
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Christmas Day	Day after Thanksgiving Day

Employees performing work under federal contracts observe the holiday schedule for federal employees.

All full time employees receive regular straight time compensation for each holiday. Benefit eligible part time employees receive pay for the designated holiday at a 50% rate. Hourly, non-exempt employees required to work a holiday receive eight (8) hours of holiday pay plus payment for all hours worked on the holiday.

23. Hours of Operation

The regular business hours of the HCBC Administrative Office are from 8:30 AM to 5:00 PM, Monday through Friday. Our residential locations operate twenty four (24) hours daily. The hours of operation for each clinic location vary to meet the needs of HCBC and consumers and are subject to change.

24. Meal Periods

Employees who are scheduled to work six (6) or more hours per day may be allowed a thirty (30) minute uncompensated meal period. The time clock is set to automatically record an uncompensated lunch period for such employees. If you are an employee that is provided an uncompensated lunch period and you perform work during your lunch period, you must notify your supervisor to correct the time clock entry so that you can be compensated for the meal period.

You must seek the advance approval of your supervisor to take a meal period that exceeds thirty (30) minutes.

25. Media Contacts

Any contacts from the media or requests for interviews must be directed to the HCBC Media Coordinator, the Director of Community Relations, or to the President/CEO. Associates are prohibited from participating in interviews or responding to media requests unless approved to do so by the President/CEO.

26. Nepotism

While HCBC does not prohibit the employment of relatives, in no circumstance will associates be placed in a position that creates the appearance or possibility of favoritism or conflicts, or in positions where a possibility of management disruptions exist. No relative of any HCBC associate may be appointed to a position at HCBC where:

- One relative would have the authority or practical power to supervise, appoint, remove, evaluate, or discipline another;
- One relative would be responsible for reviewing or auditing the work of another; and/or
- The relationship would create an actual or perceived conflict-of- interest.

Applicants and employees at HCBC must disclose to Human Resources their relationship with other associates of HCBC. Failure by an applicant or employee to notify HCBC of a relationship with another HCBC associate may result in a withdrawal of an offer of employment, appointment to a position, or actual discharge from employment. Associates who fail to advise Human Resources of the existence of a conflict with this policy are subject to discharge.

Associates employed by HCBC prior to the adoption of the nepotism policy on May 23, 2013 who are in conflict with this policy, must immediately notify Human Resources about the relationship.

27. Paid Time Off

HCBC offers eligible employees paid time off (PTO). Paid time off is awarded to employees monthly and accrued in a PTO "bank." When employees want time away from work, they must request the approval of the supervisor for the absence. If PTO is available in the employee's PTO bank, they receive pay while absent by drawing hours of pay from the PTO bank. PTO may be used for any reason... e.g. illness, injury, vacation, or personal emergencies. (See Section VII of this Manual).

28. Parking

Parking is available at all HCBC locations, but HCBC does not accept any responsibility for damage, theft, or loss that may result from using the available parking at an HCBC site.

29. Performance Reviews

Your performance will be regularly reviewed during your association with HCBC. At least annually, a formal performance review will take place. Your performance review session is an opportunity for collaborative, two-way communication between you and your supervisor. This is a good time to discuss your interests and future goals. It is an opportunity for your supervisor to provide you with constructive feedback about your performance as well as to suggest ways for you to advance at HCBC.

Your performance review is very important. The results may be used to determine your eligibility for a bonus, incentive, or salary increase when such financial rewards are available. Alternatively, if your performance is not satisfactory, the performance review may result in a requirement that you improve your performance by completing a corrective plan of action. If your evaluation suggests that your performance is unsatisfactory, you may be separated.

See our Policy #3.5, *Employee Evaluation System* for more information.

30. Personal Property

All associates are responsible for any personal property brought to HCBC worksites and should take reasonable precautions to protect anything of value. We ask that

you limit the amount of money that you have in your possession and refrain from bringing valuable personal property to the worksite. HCBC is not responsible for any personal property that is lost, damaged, or stolen from associates.

31. Personal Relationships with Clients

You are expected to maintain a professional relationship with consumers at all times whether the person is presently receiving services or has been a consumer of HCBC within the past 5 years. Personal relationships with consumers are prohibited.

DO NOT-

1. Meet consumers off HCBC premises for any social or personal activity
2. Invite consumers to any offsite activities/events
3. Loan or give consumers money, gifts or personal property of any kind
4. Accept money, gifts, or personal property from consumers
5. Purchase any items from consumers
6. Sell any items to consumers
7. Borrow any items from consumers
8. Loan any items to consumers
9. Ask consumers to do personal favors (e.g. wash cars, repair cars, assist in moving, renovate or repair personal household items, etc.)
10. Give rides to consumers except when it is an authorized duty
11. Provide consumers your personal phone numbers or personal information
12. Contact consumers except when it is an authorized HCBC duty
13. Visit current consumers who may be on pass, in jail, in the hospital, at work or otherwise out of the facility unless a required job duty
14. Phone, write or otherwise communicate with current consumers inside or outside the facility on matters other than routine HCBC business
15. Permit any consumers in your residence or the residence of a family member
16. Attend the funeral of a consumer or knowingly attend the funeral of the family member of a consumer
17. Knowingly do any of the above with consumers who have escaped or on absconder status from HCBC except as required as part of your duties
18. Knowingly do any of the above with consumers who reside in or who are on escape/abscond status from any other halfway house

The above prohibitions apply to any current consumers as well as past consumers who have received any form of HCBC services during the past five (5) years.

32. Personnel Administration and Record-Keeping

Our Human Resources Department is responsible for your personnel records and personnel administration functions. The interpretation of personnel policies, concerns about your employment, assistance in accessing our EAP, questions about your benefits, and complaints that you may have should be directed to our Human Resource Department.

Please help us keep your personnel record up-to-date. If you have a change in family status, address, dependents, etc., please notify Human Resources (HR) as soon as possible. Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the items listed below, please contact HR as soon as possible.

- Legal name
- Home address
- Home telephone number
- Person to call in case of emergency
- Number of dependents
- Marital status
- Change of beneficiary
- Driving record or status of driver's license
- Military or draft status (as applicable)
- Exemptions on your W-4 tax form
- Professional License

33. Privacy of Personnel Records

Your privacy is protected at HCBC. Employee privacy is protected by restricting personnel data to persons who have a right to access your information for business, legal or contractual purposes; by limiting internal access to supervisory personnel with a need to know; by releasing information from the personnel files only with the employee's consent; and by limiting disclosures from your file to outside agencies only when necessary to meet legal or contractual requirements.

Only authorized employees with a valid work-related reason may have access to and use of employee personnel records. Access is generally limited to the employee's supervisor and those higher in the direct chain of command, human resources and payroll staff. Your personnel record may also be accessed by supervisors who are considering you for a promotion or transfer when you have expressed an interest in a promotion or transfer to that supervisor's program. Anyone other than those listed above must have authorization from the human resources department based upon a valid need to review the file.

HCBC participates in contract and government required audits where we must make information from your employment record available to such auditors. We also may receive employment inquiries about you from external organizations or persons. When we receive requests about your employment from external organizations we only provide information about your date of employment and your position. Other information requested from your personnel file is released to external sources only through Human Resources with your written consent.

You may view your personnel file by scheduling an appointment with Human Resources at a mutually convenient time. The file must be viewed in the presence of the Human Resources' representative. Any question about the accuracy of any information contained in the file should be directed to the Human Resources representative.

Individuals who have resigned or those who have been dismissed are no longer considered employees after the effective date of the termination. Because the personnel record is HCBC property, prior employees are not granted access to these records except when required to do so as part of a legal process.

34. Promotions and Transfers

HCBC has a policy of providing our employees with every opportunity to advance to other positions within the Agency. It is our policy to advise all employees about advancement and other employment opportunities by posting job vacancies routinely on the intranet and in our Human Resources department. You should submit your resume and request for consideration to the Human Resources department should you have interest in an available position. All qualified applicants will receive consideration for employment, promotions, and transfers without regard to race, color, religion, sex, national origin or other protected status.

HCBC may also transfer or re-assign employees when it is in the best interest of the organization to do so and retains the right to re-assign employees at any time.

35. Promotion and Transfer Evaluation Period

When you are promoted or transfer to a new position you must begin a new formal performance evaluation period.

36. Property of Agency

HCBC computers, cell phones, pagers, and other equipment are not intended for personal use and may not be borrowed for personal use.

All employees' work output is subject to review by HCBC whether it is stored electronically, on paper or in any other form. In addition, business equipment (such as and including the telephone system, voice mail, email, computers, file cabinets, desks, etc.) belongs to HCBC and is subject to review and search by HCBC management and administrative staff.

37. Re-Employment

Depending on the circumstances, HCBC may consider a former employee for re-employment. In such a case, the former employee is subject to HCBC's usual pre-employment procedures. To be considered for re-employment, the applicant must have been in good standing when s/he separated from HCBC.

38. Reporting Arrests and Citations

Employees must report within one business day, any arrest for a misdemeanor or felony offense, including traffic violations while using an agency vehicle or while conducting agency business. The report must be made to both the Program Manager and the Human Resources Department. A copy of the citation must be submitted to Human Resources, as well as additional documentation of proceedings relating to arrest, when received by the employee, (e.g. notice of scheduled hearings, final disposition of the charge). While an arrest may not lead to a conviction, HCBC does require prompt reporting and reserves the right to alter the conditions of employment when an arrest and/or conviction has taken place.

Minor traffic citations need not be reported unless the citation resulted when driving a personal vehicle on official duty or when driving an agency vehicle. However, if a Heartland Center employee loses their driving privilege or is suspended from driving, this occurrence must also be reported as described in the above.

Failure to promptly report arrests may be cause for serious discipline including the separation of the employee.

Please note that HCBC is unable to allow any associate on agency premises who has an active warrant issued by Federal, State, County, and/or City officials. We are also not able to retain any associate who is under the current supervision of a Federal, State, County, and/or City Corrections Department. We cannot consider an applicant for employment who has been under the supervision of a Federal, State, County, and/or City Corrections departments in the prior two (2) years.

See HCBC Policy #3.14, *Employee Reporting of Criminal Conduct* for more information.

39. Safety

Providing a safe work environment is one of our priorities. We rely on you to keep our workplace safe. You are expected to identify any safety concerns by immediately bringing them to the attention of your Safety Coordinator and your supervisor. If the problem is not resolved, please bring your concern to the attention of a member of management.

Our Safety Handbook identifies our safety requirements. A Safety Coordinator at each location is available to answer your questions. Please take safety seriously and help us prevent accidents and injuries.

40. Separation from Employment

HCBC operates under the principle of *at-will employment*. This means that neither you nor HCBC has entered into a contract with you regarding the duration of your employment. You are free to terminate your employment with HCBC at any time, with or without reason. Likewise, HCBC has the right to terminate your employment, transfer, or demote you at any time, with or without reason.

HCBC will consider you to have *voluntarily terminated* your employment if you do any of the following:

- Resign
- Fail to return from an approved leave of absence on the date specified or
- Fail to report to work or contact your supervisor for three (3) or more consecutive work days.

You may resign from HCBC at any time, for any purpose. We ask that you provide written notice of your resignation to both your direct supervisor and Human Resources. The notice should indicate your last day of work. If you resign in *good standing* you will be compensated for up to 160 hours of accrued, unused personal time off (PTO). **To resign in good standing you must meet the following requirements:**

1. Provide reasonable notice which is defined as:
 - Four (4) weeks notice in advance of the last day of employment if you are an exempt employee; or
 - Two (2) weeks notice in advance of the last day of employment if you are a non-exempt (hourly) employee.
2. Attend work as scheduled up to and including the last day of work.
3. Meet all expectations in performing work during the resignation period.
4. Return all property of HCBC, (e.g., keys, identification cards, phones, credit cards, tools, supplies, equipment, etc.), to Human Resources by the last day of employment

When you separate from our service, you will be asked to participate in an *Exit Interview* with our Human Resources Department. The purpose of this is to discuss the reasons for your resignation and your suggestions for improvement. It is suggested that you return all property at the time of your exit interview.

2. Be respectful in all communications related to or referencing HCBC, it's consumers, and employees.
3. Adhere to HCBC rules relating to confidentiality.
4. Employees are prohibited from communicating with any past or present consumer of HCBC.
5. Employees are prohibited from any negative portrayal of HCBC, or actions that are damaging to the HCBC reputation.
6. HCBC prohibits employees from using personal blogs and web sites to harass, bully, or intimidate other employees.

Sanctions for failing to abide by the HCBC policy on Social Networking is cause for actions ranging from reprimand or suspension to dismissal.

See HCBC Policy #3.18, *Social Networking* for more information.

44. Solicitations and Distributions

Solicitation for any cause during working time and in working areas is not permitted. Associates are not permitted to sell chances, merchandise or otherwise solicit or distribute literature. Persons not employed by HCBC are prohibited from soliciting or distributing literature on HCBC property.

Solicitation includes, but is not limited to: distributing literature or information; product sales regardless of source or beneficiary; sale of fundraising items sponsored by churches, schools, fraternal organizations, athletic organizations, booster organizations, etc. Specific examples of prohibited solicitations include, but are not limited to:

1. The selling of Girl Scout cookies, candy bars for school activities or other sales of products to support organizations or groups not affiliated with HCBC.
2. The distribution of political, religious, or any other literature not specifically authorized by HCBC. This would include literature for the purpose of selling goods, products or services; literature that is intended as fundraising through donations; or literature to promote an organization not affiliated with HCBC.
3. The selling of personal property, goods, or services during work hours and/or while at on HCBC premises. This may include the selling of real property such as a vehicle, television etc. or the sales of services such as sewing, lawn care, etc.
4. The solicitation of funds for charitable organizations through direct donations or through events such as walk-a-thons.

See HCBC Policy #3.22, *Personal Solicitations*.

45. Teamwork

We expect all associates to work together in harmony as a team and to promote our value of teamwork. Being negative and gossiping about an associate, spreading rumors, passive aggressive behavior, making excessive personal phone calls, and loitering at work, are examples of conduct that interfere with a positive, collaborative work environment. When you have a problem working with another associate, you are asked to voice your concern with the colleague or with your supervisor so that the problem can be resolved.

46. Telephones

You may use the agency telephone for occasional personal business and you may have a personal telephone at work. However, you are expected to refrain from using your agency or personal cell phone for personal business during the workday except during breaks and lunch periods. No Personal headset, earpiece, or Bluetooth is allowed while on duty.

47. Theft

Stealing or any act of dishonesty at HCBC is prohibited. No materials, equipment, supplies or items belonging to other associates or consumers may be removed from the premises. You are also prohibited from removing materials, equipment, supplies, or products owned by HCBC unless you have been expressly authorized to do so by the Program Manager or higher official for a valid work related reason. The act of giving away something that is not yours is also considered theft.

48. Time Clock

By law, we are obligated to keep accurate records of the time worked by employees. We use a time clock record of attendance for this purpose at most of our locations. At the locations where a time clock is provided, employees are required to clock their daily attendance for the purpose of record keeping and compensation. A daily attendance record is maintained for this purpose at locations which are not time clock enabled. When business requirements preclude employees from clocking in / out, (i.e. away from the office at the beginning or ending of the day) employees are expected to contact their supervisor (or designee) to enter the attendance or to clock in/out at an HCBC location where a time clock is available.

The time clock records are used for payroll purposes and are available on the intranet for employees to review. Employees are expected to review their time clock records the Monday prior to payday to ensure that the entries are accurate. Discrepancies must be immediately reported to the supervisor or the employee may experience a delay in being paid.

Each employee is responsible for making accurate time and attendance entries into the time clock system. Clocking in/out for another employee is in violation of agency policy and is grounds for corrective action which may include separation of both employees.

49. Training

We provide a number of training opportunities for staff including orientation training, core training, monthly in service training, as well as training using our E-Learning program. Specialized training is offered as needed for various locations and programs. Employees who must maintain certification or licensure can apply for up to forty (40) hours of “allowed leave” annually to attend appropriate training. When leave is requested, the employee is expected to provide documentation of attendance to the supervisor and agency Training Coordinator.

See our Policy, #3.13, *Training and Staff Development*, for more information.

50. Use of a Vehicle at Work

If you are authorized to operate an HCBC vehicle in the course of your assigned work or if you operate your own vehicle in performing your job, you must possess a current operator’s license, appropriate insurance coverage, have a safe driving record, be insurable by the Agency insurance provider, and be approved by Human Resources. Only authorized employees may drive an agency vehicle or operate a personal vehicle for the purpose of transporting consumers. No employee is authorized to drive unless approved by the HR Department.

Any person who operates an agency vehicle or who is engaged in transporting consumers in personal vehicles must adhere to the following:

- a. You must maintain mileage reports
- b. You are responsible for any fines, moving or parking violations incurred
- c. You must keep the vehicle clean
- d. Persons not authorized or employed by HCBC cannot operate or ride in an Agency vehicle
- e. You must report the following to your supervisor and the HR Department:
 - All moving traffic violations;
 - All traffic accidents that occur while using an agency vehicle or while transporting consumers;
 - Any suspension of driving privileges;
 - Changes in your automobile insurance coverage including loss of coverage; and
 - Any malfunctions noticed if using an agency vehicle.

Policy #8.6, *Vehicle Operation and Maintenance* offers more information.

51. **Violence in the Workplace Policy**

HCBC prohibits workplace violence. Any threat or act of physical violence on the premises by an associate will be cause for the immediate removal of the associate from the premises and separation.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect the agency or which occur on HCBC premises are prohibited. Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at HCBC or to create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

- a. All threats or acts of violence occurring on HCBC's premises, regardless of the relationship between HCBC and the parties involved.
- b. All threats or acts of violence occurring off HCBC's premises involving someone who is acting in the capacity of a representative of HCBC.

Specific examples of conduct which are prohibited include, but are not limited to, the following:

- Hitting or shoving an individual
- Threatening an individual or his/her family, friends, associates, or property with harm
- Intentional destruction or threatening to destruct HCBC's property
- Making harassing or threatening phone calls
- Harassing surveillance or stalking (following or watching someone)
- Unauthorized possession or use of firearms or weapons

HCBC's prohibition against threats and acts of violence applies to all persons involved in HCBC's operation, including but not limited to personnel, contract, temporary workers and anyone else on HCBC property. Violations of this policy by any individual on HCBC property will lead to serious disciplinary action, including termination and/or legal action as appropriate.

Every associate is required to immediately report incidents of threats or acts of physical violence of which he/she is aware. The report should be made to your supervisor.

52. Weapons

HCBC prohibits any associate from possessing or carrying weapons of any kind on agency property, including personal vehicles. You do not have a right to carry a weapon on HCBC property even if you are licensed to do so under State law. This includes:

- Any form of weapon or explosive
- All firearms
- Lasers
- Any knives

If an associate is unsure whether an item is covered by this policy, please contact Human Resources. Employees are responsible to ensure that any item they possess is not prohibited by this policy.

Human Resources or a member of management must be immediately contacted when there is reason to believe that a person is carrying a weapon, (whether concealed or not, whether authorized to carry a concealed weapon or not) on HCBC property.

Unless an authorized law enforcement person, no one carrying a weapon should be permitted onto agency property. The associate should ask the person to leave the premises or immediately summon a supervisory person who will ask the person to leave. Law enforcement assistance should be requested if the individual refuses to leave and a request should be made to arrest the person for trespassing.

Persons who fail to abide by the HCBC policy will be subject to immediate removal from any agency premises. Associates found in non-compliance of the policy will be subject to discipline that may include immediate termination.

While HCBC has a policy prohibiting weapons, nothing in this policy shall be construed as creating any duty or obligation on the part of the agency to take any actions beyond those required of an employer by existing law.

Please see Policy #8.4, *Weapons and Concealed Firearms* for more information.

53. Worker's Compensation and Workplace Injuries

We provide Workers' compensation benefits. All injuries or illnesses arising out of the scope of your employment must be reported to your supervisor immediately. Failure to submit an immediate report of the injury or illness could affect your eligibility for benefits. Prompt reporting is the key to prompt benefits. Benefits are automatic, but nothing can happen until your employer knows about the injury. Ensure your right to benefits by reporting every injury, no matter how slight.

All employees are required to immediately report all on the job injuries immediately to management and to Human Resources as soon as possible during normal business hours. The immediate supervisor and the employee must complete an accident report form that is submitted to Human Resources. Failure to make an immediate report and complete all required accident report forms may result in the rejection of any claim by the employee for benefits under Worker's Compensation.

Human Resources is responsible to refer all injured employee to the HCBC Worker's Compensation medical clinic when the injury occurs during normal business hours. Employees injured when the HR office is closed must be referred by the supervisor to either Truman Medical Center in Kansas City or Cox Medical Center when the injury occurs at a location in Southwest Missouri. In such an event, HR must be notified as soon as possible that the employee was referred during non business hours so that a follow up report can be obtained and submitted to Worker's Compensation.

Employees are not authorized to use private physicians or clinics for treatment of injuries occurring at work. Unless the care and treatment has been authorized by HCBC, the employee is responsible for the cost of all care rendered.

Employees returning to work after being absent due to a work-related injury must report to the Human Resources department before beginning work. A written authorization must be provided from the attending Worker's Compensation physician that indicates the employee is fully capable of returning to duty. Employees will not be allowed to return to work without such written authorization.

54. Work Schedule

The HCBC work schedule varies from location to location. Your work schedule is determined by the consumer service needs, contract requirements, and HCBC business needs. Your schedule will be identified with you when you begin work with HCBC. However, your schedule may change in accordance with our business needs. You are not permitted to modify your schedule without the approval of your immediate supervisor.

55. Workplace Diversity

HCBC values diversity in the workplace and promotes activities that bring together a team represented by all races, genders, age, religions, disability status, ethnicity, sexual orientation, marital status, national origin, and veterans' status.

SECTION III

BENEFITS

HCBC provides a generous benefits' package for employees. Our large investment in benefits represents our commitment to our greatest resource... our employees.

In addition to our generous paid time off and provisions for holidays, we offer employees the opportunity to participate in the agency's insurance and 401K retirement programs. Your eligibility for benefits at HCBC depends upon your benefit status. If you are a full time employee you will enjoy all of the benefits described in this Manual as soon as you meet the eligibility requirements. Part time employees who are scheduled to work 20-29 hours per week are eligible for some, but not all benefits. Employees who are regularly schedule to work less than twenty (20) hours per week are not eligible for any benefits.

Employees may participate in the following benefit products after meeting all waiting and eligibility requirements:

- Accidental Death and Dismemberment Insurance
- Health insurance
- Dental insurance
- Vision insurance
- Life insurance
- Supplemental Insurance
- 401k Retirement Plan

The first day you report to work is your "official" anniversary date. Your anniversary date determines your eligibility for benefits described in this Manual.

We review our benefit package each year and make modifications based on changes in regulations and the healthcare industry. We reserve the right to modify, add or eliminate the benefits that we provide employees.

Accidental Death and Dismemberment Insurance

If you are a full time employee, you may participate in a Life, Accidental Death or Dismemberment insurance program. These are voluntary programs available to you during open enrollment periods. HCBC provides all full time employees with a \$10,000 life insurance policy and employees have the option of purchasing additional life insurance. Full time employees may also purchase insurance for accidental death and dismemberment. You may change the beneficiary of your policies whenever you wish by submitting the appropriate documents to the Human Resources department. Refer to the literature provided by our insurance company for details on your life insurance coverage.

Health Insurance

Today, many health insurance plans and options can be confusing and complicated. That is why HCBC has taken the time to carefully review the coverage and plans available. We have selected the plans we feel provide the best value in terms of cost and coverage for our employees. Full time employees are eligible for health insurance. HCBC pays a portion of the cost of health insurance for all employees. Your portion is paid through automatic payroll deduction. Refer to the literature provided by our insurance company for details on your health coverage.

According to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, in the event of your termination of employment with HCBC or loss of eligibility to remain covered under our group health insurance program, you and your eligible dependents may have the right to continued coverage under our health insurance program for a limited period of time at your own expense. Consult the Human Resources' department if you have questions about your COBRA rights.

Holidays

Full time and benefit eligible part time employees are provided time off in observance of HCBC recognized holidays. HCBC observes eight (8) holidays:

New Year's Day	Martin Luther King Jr. Day
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Christmas Day	Day after Thanksgiving Day

Employees at institutional sites observe the institutional holiday schedule and employees performing work under federal contracts observe the holiday schedule for federal employees.

All full time employees receive regular straight time compensation for each holiday. Benefit eligible part time employees receive pay for the designated holiday at a 50% rate. Hourly, non-exempt employees required to work a holiday receive double time payment for the hours worked.

Paid Time Off

HCBC offers eligible employees paid time off (PTO). Paid time off is earned by employees on a monthly basis and is accrued in a PTO "bank." When employees want time away from work, they must request the approval of the supervisor for the absence. If PTO is available in the employee's PTO bank, they receive pay while absent by drawing hours of pay from the PTO bank. PTO may be used for any reason...e.g. illness, injury, vacation, or personal emergencies. (See Section VII of the Manual).

Professional Dues and Licenses

Employees who are required by the agency to maintain licenses and professional credentials may be reimbursed for payments up to a maximum of \$150.00 per calendar year.

Retirement - 401K

HCBC offers a 401 K retirement plan for eligible full time employees who have completed at least 1,000 hours of service. Full time employees who are at least twenty-one (21) years of age are eligible to participate; however, participation does not begin until the January 1 or July 1 of the year following completion of one (1) full calendar year of employment. HCBC matches a pre-established percentage of each employee's contribution up to a maximum threshold established each fiscal year as part of the budgeting process.

As a participant of HCBC's Plan, you are entitled to certain rights and protections under the Employment Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan members are entitled to:

- Examine all plan documents at the plan administrator's office without charge. This includes insurance contracts and copies of all documents filed by the plan with the U.S. Department of Labor. Examples of this include detailed annual reports and plan descriptions.
- Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may charge a reasonable fee for the copies.
- Receive a summary of the plan's financial report. The plan administrator is required by law to furnish each member with a copy of this summary annual report.

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor. Details regarding HCBC employee contributions, vesting, administration, and investments are provided in the Summary Plan Description.

Supplemental Insurance

If you are a benefit eligible part time or a full time employee, you may participate in the Accidental, Short Term Disability, Critical Illness or Cancer Indemnity insurance products. This is a voluntary program that is available to you after eligibility requirements are met. Consult with the Human Resources department for more information.

Worker's Compensation

All employees are entitled to Workers' Compensation benefits. This coverage is automatic and immediate and is paid for by HCBC. If you cannot work due to a job-related injury or illness, Workers' Compensation insurance pays your medical bills and provides a portion of your income until you can return to work. An on-the-job injury is defined as an accidental injury suffered in the course of your work, or an illness which is directly related to performing your assigned job duties. Work related injuries must be reported to Human Resources immediately. Human Resources coordinates all benefits arising under Worker's Compensation.

SECTION IV

COMPENSATION

The goal of HCBC's compensation program is to attract potential employees, meet the needs of all current employees and encourage well-performing employees to stay with our organization. With this in mind, our compensation program is built to balance both employee and HCBC's needs. HCBC applies the same principles of fairness to all employees, regardless of organizational level, race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation or any other factor protected by law.

Basis for Determining Pay

Several factors may influence your rate of pay. Some of the considerations for pay include your education and prior experience, the nature and scope of your job, what other employers pay their employees for comparable jobs (external equity), what HCBC pays their employees in comparable positions (internal equity) and our ability to offer competitive pay based on our fiscal performance.

Computing Pay

Pay for non-exempt (hourly) employees is based on actual time worked as computed via time clock entries. Exempt employees are paid on a bi-weekly salaried basis.

Deductions from Paycheck

HCBC is required by law to make deductions from your paycheck including federal, state and local income taxes and your contribution to Social Security as required by law. These deductions will be itemized on your check stub. The amount of the deductions will depend on your earnings and on the information you furnish on your W-4 form regarding the number of exemptions you claim. If you wish to modify this number, please request a new W-4 form from the Human Resources department immediately. Only you may modify your W-4 form. Verbal or written instructions are not sufficient to modify withholding allowances. The W-2 form you receive annually reflects how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered garnishments, will be explained whenever HCBC is ordered to make such deductions.

Direct Payroll Deposit

As a condition of employment you must use direct deposit. Direct payroll deposit is the automatic deposit of your pay into the financial institution account(s) of your choice. Contact the Human Resources department for details and the necessary authorization forms.

Error in Pay

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, tell your supervisor immediately. S/he will take the necessary steps to research the problem with the payroll unit.

Garnishments

We hope you will manage your financial affairs so that we will not be obligated to execute any court-ordered wage garnishments. However, when court-ordered deductions are to be taken from your paycheck, you will be notified. HCBC acts in accordance with the federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from your paycheck.

Holiday Pay

Holiday pay is provided to employees during HCBC recognized holidays. It is available only to employees who work as scheduled or are on pre-approved PTO status the day prior to and day after the holiday. Persons who "call-in" requesting unscheduled time off on the day before or the day after an HCBC holiday are not eligible for holiday pay. Non-exempt employees working on a designated holiday are paid eight (8) hours for the holiday and are also paid for any hours worked.

Lunch Periods

Depending upon the unique duties of employees, the workload and staffing level of departments, employees may be provided an uninterrupted and scheduled thirty (30) minute meal period for each six (6) hours worked. Meal periods are unpaid for non-exempt employees and are automatically deducted by the time clock reporting system. In the event a non exempt employee is not completely relieved from duty during the thirty (30) minute meal period, the meal period is compensable. In the event it is necessary for the employee to deviate from the established meal period, or the non exempt employee was not completely relieved during the meal period, s/he must notify the supervisor to make a corrected entry into the time clock record to ensure that the compensation is correct.

Overtime Pay

Occasional overtime work is considered to be a reasonable condition of employment and work in excess of forty (40) hours per week may be required by all employees. Exempt employees are expected to work the hours required to perform their job and do not receive additional compensation for hours worked over forty (40). Non exempt employees are eligible for overtime pay when more than forty (40) hours are worked in a workweek. Non exempt employees receive overtime pay at a rate that is one and one-half (1 1/2) times the hourly wage for approved hours **worked** over forty (40) hours in one (1) work week. Time away from work for jury duty, PTO, or other reasons are not considered to be hours worked when calculating overtime pay.

- Overtime worked by non-exempt employees requires the advance authorization of the supervisor or the supervisor's designee if s/he is not available and an urgent decision is needed.

- All overtime worked by non-exempt employees is paid whether the work was authorized or requested by the supervisor. Repeated incidents of unauthorized overtime work by non-exempt employees however, is cause for corrective action.
- Non exempt employees may be permitted or required to take time off during the week to eliminate or reduce the amount of overtime they might otherwise work during that week. However, that time off must occur during the same workweek the “extra” time was worked to eliminate or reduce the obligation to pay overtime pay.
- The rate paid for overtime shall be based on the employee’s regular rate of pay. This includes all compensation paid by HCBC to the employee during the period covered, (e.g., added pay, production bonuses, etc). The overtime rate shall be calculated by the payroll department following the guidelines established under the FLSA.

There are a number of regulations that apply to overtime and you should direct any questions or concerns to your direct supervisor or the payroll department.

Pay Cycle

The bi-weekly pay schedule is made up of twenty-six (26) pay periods per year and payday is every other Friday for time worked beginning at 12:01 AM on Sunday through 12:00 Midnight on Saturday, in the preceding week.

Pay Reductions

Exempt employees are paid a regular bi-weekly salary for work. The pay of an exempt employee may be reduced only under certain circumstances that include:

- For an absence of a full day because of sickness or disability, if there is no accrual of PTO.
- For an absence of a full day or any increment of a full day under the Family and Medical Leave Act, when the employee does not have an accrual of PTO. Pay will be reduced for the hours of work that are missed.
- For an absence of a full day for personal reasons other than sickness or disability, if there is no accrual of vacation leave or PTO.
- Exempt employees who are absent from work for jury duty, attendance as a witness at a trial, or temporary military leave, who do not use PTO benefits and are not otherwise eligible for paid leave under HCBC policy, may have their pay reduced by the amount of payment they receive in the form of jury fees, witness fees or military pay. Their pay will not be reduced by the number of hours or days they are absent from work unless they perform no work in a given week.
- If an employee violates a safety rule of major significance, reduction in pay may be authorized as penalty for that violation following the HCBC policy regarding the corrective action process.

- Exempt employees may be suspended in increments of one day for workplace misconduct following the HCBC policy regarding the corrective action process.
- The weekly pay of an exempt employee may be prorated during the employee's initial or terminal week of employment if the employee does not work the full week.

Paycheck Distribution

Paychecks are directly deposited to your designated financial institution on payday. Paycheck receipts are distributed directly to you at work or mailed to your home address if you are unavailable on payday. Paycheck receipts cannot be given to other designated individuals without your prior, written authorization.

Pay Increases – Compensation Reviews

Your compensation may be adjusted when you change positions, are promoted, when cost of living adjustments are made available, or when your performance merits an increase and sufficient funds are available for performance adjustments.

SECTION V

CONFIDENTIALITY AND HIPAA PRIVACY AND SECURITY

We are required to comply with both federal and state laws that protect the confidentiality of consumer information. These laws prohibit the disclosure of protected health information and require that Heartland Center and each associate comply with very stringent requirements. A failure to comply with the laws that have been established is **cause for sanctions, penalties and fines that can be assessed against** not only against HCBC, but also **each of the associates** who made or permitted the improper disclosure of consumer information. There are severe federal and civil penalties for non-compliance that include imprisonment.

The following section is intended to summarize the requirements that protect consumer information. You will receive training and additional written information to help you understand your individual responsibilities and duties in protecting consumer information against an improper disclosure.

42 CFR Part 2

42 CFR Part 2 is a federal law that requires each associate to protect the confidentiality of persons who receive substance abuse treatment. It is a very stringent requirement that has been established to guard consumers' rights to privacy and to protect against the stigma that might cause consumers to avoid treatment. In the substance abuse field, confidentiality is governed by federal law (42 U.S.C. § 290dd-2) and regulations (42 CFR Part 2) that outline under what circumstances information about a consumer's treatment may be disclosed with and without the consumer's consent. 42 CFR Part 2 applies to any program that involves substance abuse education, treatment, or prevention and is regulated or funded by the federal government.

Under 42 CFR Part 2, information about consumers can only be shared if the consumer offers a written consent. The written consent must include the following elements:

1. The name of the programs making the disclosure
2. The name of the individual or organization that will receive the disclosure
3. The name of the consumer who is the subject of the disclosure
4. The specific purpose of the disclosure
5. A description what kind of information will be disclosed
6. A statement on the consumer's right to revoke the consent in writing and the exceptions to the right to revoke or, if the exceptions are included in the program's notice, a reference to the notice
7. The program's ability to make signing the consent a condition treatment, payment, or enrollment in services
8. The date, event, or condition upon which the consent expires if not previously revoked

9. The signature of the consumer
10. The date on which the consent is assigned

When used in the criminal-justice setting, expiration of the consent may be conditioned upon the completion of, or termination from, a program *instead of a date*.

42 CFR Part 2 allows for disclosure where the state mandates child-abuse-and neglect reporting when cause of death is being reported; or with the existence of a valid court order.

Programs are also permitted to disclose patient-identifying information in cases of medical emergency, in reporting crimes that occur on program premises or against staff, to entities having administrative control (such as the entity that is contracting with HCBC), and to outside auditors, evaluators, central registries, and researchers.

HIPAA Privacy

Federal law has also established regulations to protect the confidentiality of consumers who receive healthcare services. The Health Insurance Portability and Accountability Act (HIPAA) of 1996 is federal legislation covering three areas:

- Insurance portability: ensures that individuals moving from one health plan to another will have continuity of coverage under pre-existing conditions clauses.
- Accountability: increases the federal government's fraud enforcement authority in many different areas.
- Administrative simplification: reduction of health care costs. This area also contains the privacy and security rules that require organizations to protect their consumer's privacy and confidentiality of protected health information.

As a provider of healthcare, we are required by law to comply with the provisions of the HIPAA Privacy and HIPAA Security regulations. Confidential information under HIPAA is referred to as Protected Health Information (PHI).

Federal privacy regulations require that we protect the individually identifiable health information of those we serve. Generally, you may not disclose this information without the written authorization of the consumer. Staff may use/disclose protected health information **only** as specifically authorized by the agency.

We have established policies in each of the following areas to ensure that there are appropriate protections in place to comply with the HIPAA Privacy provisions. The following is a summary of our practices:

- Privacy Notice
All Heartland Center consumers must be informed of their right to control the use and disclosure of their protected health information. A Heartland Center approved Privacy

Practices Notice is provided to consumers no later than the date of first service delivery.

- Verification of Identity
Associates must take necessary steps to verify the identity and legal authority of persons requesting disclosure of protected health information.
- Consumer Right to Access Protected Health Information (PHI)
Individuals or their personal representatives have the right to access, inspect, amend and obtain a copy of their protected health information in a timely and professional manner.
- Requests for Information
Routine requests for information are handled by the program's records custodian. Non-routine requests must be referred to the HIPAA Privacy Officer.
- Consumer Right to Amend Protected Health Information (PHI)
An individual has the right to request that Heartland Center amend his or her protected health information that is maintained about the individual in a designated record set. All requests should be referred to the Privacy Officer.
- Record Retention
We must maintain program documents and designated record sets that are subject to access by individuals for a period of at least seven years from the date when it was last in effect.
- Associate Access to Protected Health Information (PHI)
Associates may only access that information necessary to perform assigned job responsibilities. In this regard, the level of access to protected health information is controlled through role-based access levels that have been established for each position in the agency. This level of access or "PHI level" is noted on each job description and the identification card of each associate. The following defines the levels of access that associates have to protected health information:
 - Level I—Unlimited access to agency-wide consumer PHI
 - Level II—Access to all PHI of consumers assigned to a Program
 - Level III—Access to a portion of the PHI generated in a program as necessary to complete job duties
 - Level IV—No access to any PHI
- Accounting of Disclosures of Protected Health Information (PHI)
Individuals have the right to request an accounting of certain types of disclosures of their protected health Privacy Regulations. This accounting is the responsibility of the HIPAA Privacy Officer.

- Restrictions on Uses of Protected Health Information (PHI)

Consumers have the right to request restrictions to the use and disclosure of their protected health information, as well as the right to request and to receive confidential communications regarding their protected health information in a means and at a location that the individual feels is safe from unauthorized use or disclosure. All requests shall be submitted in writing and routed to the Privacy Officer.

- Breach of Confidentiality and Sanctions

Associates are required to adhere to agency regulations relating to confidentiality and to make report of any breach to the supervisor, a manager or the Privacy/Corporate Compliance Officer. Disciplinary sanctions will be imposed against associates involved in a breach of confidentiality. A breach of confidentiality may occur through carelessness, curiosity, for personal gain or with malicious intent.

- Non Retaliation

No associate shall intimidate, threaten, coerce, discriminate against or take other retaliatory action against any individual who exercises his or her rights under this regulation.

- HIPAA Training

Each associate must be trained in HIPAA regulations and comply with the Privacy requirements. At orientation and annually thereafter, training is provided which covers the major requirements for the protection of health information and the agency's policies and procedures concerning privacy and security.

HIPAA Security Requirements

The HIPAA Security rules mandate that all associates take steps to ensure that the PHI of consumers is not shared with others. Heartland Center's security rules include:

- Not sharing passwords to electronic equipment and changing passwords often
- Ensuring that incoming faxes containing PHI are protected from the unauthorized view of others
- Ensuring that no PHI is left in copy machines where unauthorized persons can view the document
- Securing records from the unauthorized viewing of others
- Transmitting electronic data only through secure systems
- Protecting records and documents from the unauthorized access of others

Heartland Center's security rules include:

- Password Management

Initial passwords are issued by the IT department and associates are required to change their password upon first accessing the system. Associates are prohibited from sharing passwords. It is a violation of policy #14.3.1 and may result in serious disciplinary action.

Do not allow anyone to observe you enter your password. You are prohibited from putting your password in writing where it is visible or accessible to others. Suspected password compromises must be reported to the Security Officer.

- Protecting Paper Files and Documents

The disclosure and receipt of Protected Health Information (PHI) using a facsimile has specific restriction. Associates are required to use a coversheet and ensure through verification of the destination. Facsimile machines in offices should be kept secured. No documents may be left on the machine for the viewing of others. This same practice holds true for the use of photocopiers and personal printers, i.e. documents must be secured and not left on machines for others to view. Specific information on the HCBC policy regarding protecting paper files and documents can be found in Policy #15.11.

- Protecting Workstations

Workstations are for business use only and must be password protected. Computer screens should be situated in such a way as to prevent viewing from others. All HCBC workstations are set up to require the user to log on after 15 minutes of inactivity. Specific information on the HCBC policy regarding protecting workstations can be found in Policy #14.2.2.

- Electronic Transmission of Protected Health Information (PHI)

Sending PHI electronically, such as email, requires that the information be protected through encryption. It is the responsibility of each associate to ensure that emails containing PHI are encrypted. HCBC uses sendinc.com to encrypt outgoing emails containing PHI. More detailed information on this procedure can be found in policy #14.3.1.

Any associate having questions about protecting consumer PHI should contact the HIPAA Security Officer for more information. Protecting the Privacy Rights of consumers is a fundamental practice at HCBC and everyone is responsible for understanding the regulations.

SECTION VI

CORPORATE COMPLIANCE

The Heartland Center for Behavioral Change business operations are subject to a number of legal, regulatory, and professional requirements. These legal, regulatory, and professional requirements apply not only to the Heartland Center but also to you personally and **non compliance can result in fines and sanctions against HCBC and you personally**. It is essential that you know, understand, and apply the requirements of the Heartland Center Corporate Compliance Plan and the Code of Ethics.

It is our policy to ensure that all of our business and other practices are conducted at all times in accordance with all applicable laws and regulations. We expect that each of our associates adhere to professional standards/practices of the industry and to those established by HCBC. The laws, regulations, and rules that govern or affect our business activities are too numerous to list, but fundamentally, we expect that all associations of HCBC conduct all business activities honestly and fairly. Any form of lying, cheating, or misrepresentation is forbidden.

The Heartland Center has established a Corporate Compliance Plan and Code of Conduct to prevent, detect, report, and investigate incidents that are in violation of federal, state, or local laws or business and professional ethics. You will receive written materials about our Corporate Compliance Plan and Code of Conduct and will be trained in our expectations for integrity in all activities. A Corporate Compliance Officer has been assigned the responsibility of coordinating the Corporate Compliance Plan and is expected to respond to reports of violations, and to conduct regular audits and monitoring of our programs and the services to ensure that all associates and each program complies with applicable laws, regulations, and professional standards.

All associates of the Heartland Center are **required to know and follow** our Corporate Compliance Plan, Code of Conduct, and applicable internal policies and procedures. Associates who become aware of any instance of waste, fraud, abuse, questionable activity, or prohibited conduct must report such conduct to the Heartland Center management or the Corporate Compliance Officer. If an associate is uncertain whether specific conduct is prohibited, that associate must contact management or the Corporate Compliance Officer for clarification. Disciplinary actions, including termination, may result for associates who fail to report an offense.

Individuals may make such reports to management or directly to the Corporate Compliance Officer in person, by telephone, or in writing. Reports may be made anonymously but sufficient information should be provided to cause an investigation.

If you suspect violations of law, regulations, ethical standards or policies you are required to report it to a member of management or our Corporate Compliance Officer. An employee may call the Heartland Center Corporate Compliance office line at; **816 421-6670 Ext.1296**. Anonymous written reports may be sent to:

Corporate Compliance Officer
Heartland Center for Behavioral Change
P.O. Box 270140
Kansas City, Missouri 64127

Or placed in a drop box located at the administrative offices:

Heartland Center for Behavioral Change
1730 Prospect Avenue, Suite 100
Kansas City, Missouri 64127

Every effort will be made to maintain the anonymity of individuals who report compliance concerns and no individual who in good faith reports a Code of Conduct Violation will be disciplined or punished in any way for making the report.

Reports of employee misconduct will be investigated. Associates are required to fully cooperate in the investigative process including providing formal written statements and/or producing requested documents.

- All Corporate Compliance reports of violations are reviewed by the Corporate Compliance Office, supervising Executive, and the President/CEO
- The Corporate Compliance Officer investigates corporate compliance violations and refers other personnel issues to the appropriate Executive for resolution
- Investigations may include the questioning of witnesses and others who may have knowledge of the incident, and a review of all documents, records, and video surveillance tapes necessary to reach conclusions
- Associates may be suspended from duty during the course of an investigation
- The results of each investigation are reviewed by the supervising Executive and a corrective plan of action, developed
- The President/CEO reviews/approves the corrective action
- Corporate Compliance investigations and the corrective action taken is summarized and reported to the Corporate Compliance Committee and the Board of Directors. Matters reported but not investigated, if any, are also reported.

Because we take Corporate Compliance seriously, you should seek advice as soon as possible from the Corporate Compliance Officer, Human Resources, or a member of management if you have any question about a business conduct situation.

SECTION VII

TIME AND ATTENDANCE, PERSONAL LEAVE, AND OTHER LEAVE PROVISIONS

Attendance

Time clocks are used to record attendance at most HCBC locations. A manual record of attendance is used for attendance reporting, where time clocks are not available. Employees are provided an employee identification card that is used for time clock attendance reporting. Employees must use the timecard (or attendance reporting form), to record his/her arrival and departure time at work each day. A failure to make time clock entries by an employee may result in an occurrence of tardiness.

The time clock entries of employees are recorded in the time-clock section of the HCBC website and should be checked frequently by employees to ensure accuracy. Employees must bring any discrepancies in attendance records immediately to the attention of the supervisor. Compensation to employees is based on time clock entries (or attendance reporting form, where time clocks are not available).

Tardiness

Employees are expected to attend work as scheduled. An occurrence of tardiness by non-exempt employees is defined as failure to report to duty as scheduled and/or failure to return to work, back from lunch, or back from an authorized break. In areas where time clocks are used, failure to clock in or out may also be considered to be an incident of tardiness.

Each incident of tardiness or failing to clock in to work is treated as an occurrence that may be cause for corrective action taken against the employee by the supervisor.

Supervisors have the discretion of approving an employee's use of leave and determining whether the leave is with or without pay.

Unscheduled Absences

Employees may request unscheduled absences due to illness or emergency; however, use of unscheduled absences by employees is discouraged and the supervisor has the discretion to approve or deny the request as well as the discretion to approve or deny the use of PTO.

Employees who request unscheduled leave must notify the supervisor at least one (1) hour in advance of the leave. In the event the supervisor cannot be reached, the employee must leave a voice mail message that includes a contact number and a description of the need for the unscheduled leave. Unless an emergency situation dictates otherwise, messages may not be left by third parties (i.e. friends, relatives, etc.) or left with a co-workers except when the immediate supervisor has designated that individual to receive absence notifications.

Each incident of an unscheduled absence is treated as an occurrence that can result in corrective action unless the unscheduled leave was taken for covered events, approved by Human Resources under FMLA, Family Military Leave, Worker's Compensation, or for jury duty.

An employee making frequent requests for leave due to illness or requesting leave for a period more than three (3) days due to his/her illness or that of a family member under his/her care, will be required to contact Human Resources for a determination of the employee's eligibility for leave under the Family and Medical Leave Act (FMLA). The employee may be required to provide a Healthcare Provider Certification of the nature of the illness, prognosis, and timeframe that the leave was necessary regardless of whether the employee is eligible for FMLA or not.

Prior to the employee's return to duty, the employee must provide Human Resources with the certification of a Healthcare Provider that the time off was necessary and that the employee is able to return to full duty. The employee may not return to duty until such certification is provided to Human Resources. A failure by the employee to provide such certification may be cause for the employee's separation. The employee's supervisor will be notified by Human Resources when the employee is approved to return to duty.

In the event the employee requests "light or modified duty," s/he must submit a request for modified duty to Human Resources. Such requests must be provided by the employee's Healthcare Provider. The request must identify the need for modified duties, the duration of the request, and type of modified duties requested. The approval of modified duties will be considered on a case by case basis by Human Resources and the supervising Vice President. The employee's supervisor will be notified by Human Resources when the employee is approved to return to duty and what modifications must be made in the employee's duties.

Employees must contact the supervisor each day of an unscheduled absence. Employees who are absent from scheduled work for three (3) consecutive days without contact (i.e., no call/no show), shall be treated as having voluntarily resigned and to have abandoned the job.

Corrective Action and Occurrences

Tardiness and unscheduled absences are treated as occurrences unless the absence or tardiness has been approved as a covered event by Human Resources under Family and Medical Leave, Military Leave, Worker's Compensation, or jury duty.

Each instance of tardiness by non exempt employees is treated as an occurrence.
(Failing to clock in/out shall be treated as tardiness).

- Ten (10) occurrences of tardiness in a rolling 180 day period will result in written notification to the employee that continued tardiness will be cause for dismissal.

- *Fifteen (15) occurrences of tardiness in a rolling 180 day period will be cause for dismissal.*

Each instance of an unscheduled absence by employees is treated as an occurrence.

- *Five (5) unscheduled absences in a rolling 180 day period will result in written notification to the employee that continued unscheduled absences will be cause for dismissal.*
- *Eight (8) unscheduled absences in a one (1) year period will be cause for dismissal.*
- *Consecutive days off for illness are treated as one (1) occurrence.*

PROVISIONS FOR LEAVE

Bereavement Leave

Bereavement leave is available to full time employees in the event of the death of a family member. In the event of the death of an employee's spouse, child or step-child, parent or step-parent, sibling, grandparent, grandchild, mother-in-law, or son- or daughter-in-law, the employee will be granted up to three (3) days off work with pay. The days may be taken immediately before, during or immediately after the funeral. The requested time off must fall during the employee's regularly scheduled workweek. Bereavement leave is not available if the employee is not scheduled to work and is not compensable as an addition to the regular weekly pay of the employee. The employee may request the use of PTO if any additional time off is needed. Bereavement leave may be taken before, during or immediately after the funeral.

Requests for bereavement leave must be made directly to the employee's immediate supervisor who will make the appropriate time-clock entry for the employee's absence. The employee is responsible to secure immediate supervisor/program manager approval prior to taking time off, and provide verification of the need for the leave by providing a funeral program or newspaper obituary

Exigency and Military Caregiver Leave

Under the National Defense Authorization Act of 2008 eligible employees are entitled to up to 12 weeks of leave because of any qualifying exigency arising from the active duty or impending call to active duty status by a spouse, son, daughter or parent of the employee, in support of a contingency operation. In addition an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of active duty is entitled up to 26 weeks of leave in a rolling 12-month period to care for the service member.

More information about the availability of Military family Leave is available in policy #3.19, "Family and Medical Leave."

Family and Medical Leave (FMLA)

Family and Medical Leave provides unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Additionally, Military Family Leave is also available under FMLA (see Military Leave) to permit eligible employees who are family members of a covered military member, to take FMLA leave to address the most common issues that arise when a covered military member is deployed to duty.

Employees may be eligible for leave if the following criteria have been met:

1. Worked for HCBC for at least 12 months (which do not have to be *consecutive*), *and*
2. Worked at least 1,250 hours during the preceding 12 month period, *and*
3. Worked at a location where HCBC employs 50 or more employees within a 75 mile radius.

Up to twelve (12) weeks of FMLA leave is available to eligible employees. FMLA leave, when taken is calculated on a “rolling backward” year based on the employee’s use in the preceding twelve (12) months.

The reasons that an employee may request FMLA leave are:

1. Birth and care of the employee’s child, within one year of birth*,
2. Placement with the employee of a child for adoption or foster care, within one year of placement*,
3. Care for an immediate family member (spouse, child, parent) who has a serious health condition,
4. For the employee’s own serious health condition that make the employee unable to perform the essential functions of his/her job,
5. Any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty or has been notified of an impending call or order to active duty in the U.S. National Guard or Reserves in support of a contingency operation.

*The entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve months from the date of birth or placement.

If the leave is requested for an employee’s own serious health condition, the employee may use any and all accrued PTO, if requested.

Application for Leave:

All requests for leaves of absence must be promptly submitted in writing to the Human Resources Department using agency approved request forms. Each request must provide sufficient detail for a proper evaluation.

An employee planning to take family and medical leave because of an expected birth or placement or a planned medical treatment must submit the “Family and Medical Leave Request” *at least* thirty days *before* the leave is to begin. If the leave is to begin *within*

thirty days, the employee must provide notice to Human Resources as soon as the employee becomes aware of the need for leave. HCBC reserves the right to initiate FMLA in behalf of the employee under certain circumstances.

All employees requesting leave must complete the "Family and Medical Leave Request" form in its entirety specifying the reason for the leave, duration of the leave and the starting and ending dates of requested leave. This form must be provided to Human Resources.

An application for leave based on the serious health condition of the employee or the employee's spouse, child or parent, must be accompanied by the federal form WH-380, Certification of Health Care Provider. Certification that the employee qualifies for FMLA leave is required from the healthcare provider. This form must be completed by a health care provider and returned to Human Resources within fifteen days. This statement may also accompany the initial request for leave. The certification by a health care provider must state the date which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition. If the employee is needed to care for a spouse, child or parent, the certification must state this fact, along with an estimate of the amount of time the employee will be needed. If the employee has a serious health condition, the certification must state the employee cannot perform the functions of his/her job. In the event that the required certification is not provided within the timeframe required, the employee's request for leave may be denied. It is of the utmost importance that all required forms be completed in a timely manner.

The Human Resources Department will review all documentation provided and provide a timely written notice to the employee of the decision to approve or deny the request for FMLA leave.

During Leave:

During the period of family and medical leave, an employee will retain any health plan coverage under the same conditions, which applied before the leave began. To continue health coverage, the employee *must* continue to make contributions to the plan at the same rate made prior to taking family and medical leave. An employee is not entitled to waive paying premiums during family and medical leave.

An employee is not permitted to work for another employer while the employee is utilizing leave under the Family and Medical Leave Act.

Following the Leave:

Employees are expected to return to duty as scheduled based on the FMLA request form and the healthcare provider certification form. A failure to return to duty as scheduled is considered a voluntary resignation.

Employees returning from FMLA leave must provide Human Resources with verification from the healthcare provider that they are capable of discharging their duties before

returning to work. This verification will be immediately reviewed to ensure that the employee is fully capable of performing all work assignments; or, if the healthcare provider has imposed restrictions, that HCBC can accommodate the restrictions. Supervisors are not authorized to assign employees any duties until the verification from the healthcare provider has been reviewed by HR.

If cleared for duty, employees returning to work will be restored to his/her previous position or to one that is equivalent in pay, benefits, and other terms and conditions of employment.

Detailed information regarding FMLA is available as HCBC Policy #3.19, "Family and Medical Leave."

Holidays

HCBC recognizes eight (8) holidays each year. Employees working under federal government contracts observe the federal holiday schedule. The holidays celebrated are:

New Year's Day	Martin Luther King Jr. Day
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Day after Thanksgiving Day	Christmas Day

All full time employees receive eight (8) hours of straight-time compensation for each holiday. Part time employees scheduled to work more than twenty (20) hours in a workweek shall receive four (4) hours of paid holiday time. To be eligible for holiday pay, an employee must have worked his or her regularly scheduled hours the workday before and the workday after the holiday, or must be scheduled for the use of approved PTO on those days. If a holiday occurs within a pre-approved PTO, PTO will not be deducted from the employee's accrued leave bank for the holiday.

- A holiday that falls on a weekend will be observed on either the preceding Friday or the following Monday to coincide with local custom.
- Holiday pay is not provided to employees who are on a leave of absence.
- A full time nonexempt employee who works an HCBC observed holiday is paid for their actual hours worked plus eight (8) hours of Holiday Pay at the straight time rate.
- Part time nonexempt employees who work an HCBC observed holiday are paid for their actual hours worked. If the employee is regularly scheduled for twenty (20) or more hours of work each week, the employee is also be credited with four (4) hours of holiday pay.

Jury Duty

Staff called to jury duty may be paid up to a maximum of forty (40) hours per calendar year to participate on jury duty. Participation, which would exceed the limit, requires approval of the Vice President. Employees called to jury duty who are not required to serve, must return to work. A statement of jury service or summons, as provided by the court, must be provided to the supervisor and forwarded to payroll to authorize payment of the jury duty.

Leave for Professional Development

Full time and benefit eligible part time employees (on a prorated basis) who would like to attend conferences, training, or seminars necessary to the following may be permitted to do so with supervisory approval.

- Maintain professional credentials;
- Enhance the professional development of the employee; or
- To benefit the organization

Time off for participation can be taken by the employee as PTO. Additionally, supervisors may authorize employees to take paid "allowed" leave to attend such approved events up to a maximum of forty (40) hours per calendar year. Documentation that the employee has participated in the events must be submitted to the supervisor upon return from the event. A failure to submit evidence of participation will be cause for the absence to be treated as an unauthorized absence and discipline.

Leave Without Pay (LWOP)

Employees may request a leave without pay for reasons of education, military duty, maternity, sickness, or training. Requests for Leave Without Pay must be submitted to Human Resources and shall be considered on a case-by-case basis by the supervising Vice President and President/CEO. When granted, the leave will be approved in writing for a determinate period of time.

Military Leave

HCBC provides full time employees with military leave benefits in compliance with the Uniformed Services Employment and Re-Employment Rights Act (USERRA). Employees are expected to notify Human Resources as soon as they are aware of the need for military leave and provide a copy of the military orders.

Employees are allowed up to 15 days paid Military Leave per calendar year. If your Military Leave exceeds the allowed 15 days, you may use any accrued Personal Leave time; however, you are not obligated to do so. While on Military Leave, you will not accrue additional PTO hours. All Employees must notify and provide documentation to Human Resources when called to duty by the U.S. armed forces.

Employees who are called to active military duty will be placed on a military leave of absence. Military Leave does not exceed five years.

Information about the provisions for Military Leave is available in HCBC Policy #3.7.

Paid Time Off (PTO)

Paid time off (PTO) benefits are available to full time and part time employees regularly scheduled to work more than twenty (20) hours each week. PTO may be requested for any purpose by employees following HCBC procedures. However, in all cases, the use must be approved by the supervisor.

PTO benefits are credited to eligible employees after completion of one (1) full month of employment. PTO accrues in a PTO bank for the employee's use when s/he has supervisory approval for time off. The accrual rate is based on length of employment. PTO accrues monthly and is credited to each employee for the preceding month, on the first day of each month. The PTO accrual rate for full time employees is:

<u>Months of Consecutive Employment</u>	<u>Accrual Rate/month</u>
1-6 months	8 hours
7-24 months	12
25-59 months	14
60+ months	16

Part time employees regularly scheduled for duty for twenty (20) or more hours of work each week earn one half (½) the accrual rate of full time employees.

Use of Scheduled PTO

PTO may be taken any time after making proper arrangements in advance and receiving the approval of the supervisor. PTO may be taken in any increment. **PTO cannot be:**

- Requested when the employee does not have a sufficient PTO balance available
- Borrowed from others
- Borrowed against future accruals
- Requested before it is earned
- Used to add to pay or to convert to pay
- Used when an employee is on an unpaid suspension

Your use of PTO is at the discretion of your supervisor. You are expected to request any PTO well in advance so that it is taken at a time mutually convenient to you and HCBC. Except in the case of emergencies, your request for leave must be submitted to your supervisor well in advance of the time when time off is requested. The request must contain the specific dates and times you are requesting. HCBC will attempt to accommodate your request, but your time off request cannot interfere with the daily operation of the program. If there is not sufficient staff available to cover your duties during your period of absence, your leave will not be approved. Employees should understand that **personal leave is not a right**: It is a benefit that is available and is subject to the approval of the supervisor.

Employees must always seek approval *before* making plans for time off. Approval of your request is solely at the discretion of the Agency. Time off is granted on a first come, first serve basis.

- Employees who want to use of PTO must submit a request to the supervisor using the time clock reporting system. When approved, the employee's time card will reflect the scheduled time off. Where the time clock reporting system is not available, the request must be submitted to the supervisor using the HCBC "Application for Leave" form. The employee will be notified of the decision of the supervisor on the Application for Leave form.
- Unless an emergency, requests for the scheduled use of PTO should be submitted for the consideration of the supervisor at least thirty (30) days in advance. PTO requests are considered by the supervisor on a first-come, first-serve basis.
- PTO does not accrue to employees while on a leave of absence of more than fifteen (15) calendar days.
- The supervisor has the discretion of canceling the use of PTO by an employee due to critical HCBC business needs.

Emergency Use of PTO

PTO can be used for unscheduled emergencies or illness. Because PTO is available to employees to provide pay during periods of absence including sickness, employees are cautioned to accrue a portion of their Personal Leave for such unforeseen periods of absences.

When you are experiencing an emergency or serious illness, have accrued leave, and want time off, you must contact your immediate supervisor at least one (1) hour prior to the time you are expected to arrive to duty. If you are unable to reach your supervisor for approval for the time off, or if your supervisor denies your request for the time off, you are expected to report to work.

You must contact your supervisor on each occasion that you want time off. If your illness or emergency extends beyond one (1) day, you MUST contact your supervisor for approval again each day unless s/he has pre-approved the additional time off.

Anytime an illness persists for three (3) or more consecutive days, you will be referred to Human Resources to discuss any limitations in your return to duty and to determine your eligibility for Family and Medical Leave. You will be required to submit verification from your attending healthcare provider that you are capable of returning to duty.

HCBC may, in its sole and absolute discretion, may require you to obtain information from your attending healthcare provider at any time that you request PTO for illness to verify the necessity for absence(s) and the specific illness, injury or other disability to which the absence is attributed. When required, the employee will be directed to Human Resources for instruction.

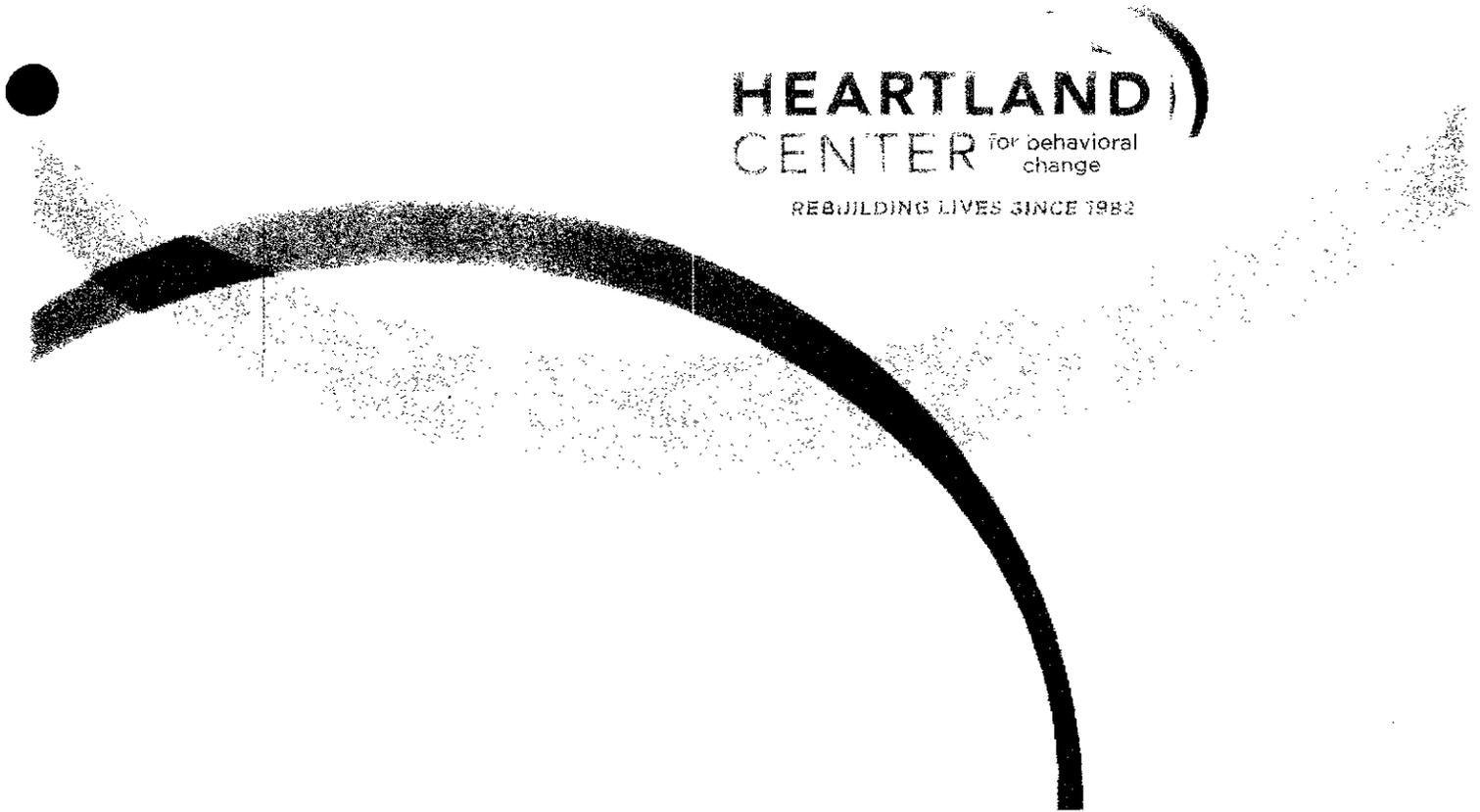
Only accrued PTO may be taken. If you do not have a PTO balance, any approved time off will be without pay. Time taken off that was not approved is cause for your immediate suspension and may result in your separation from employment.

PTO Accrual at Separation

Employees who resign in good standing with HCBC will be paid for accrued personal leave up to a maximum amount of 160 hours. Once an employee provides a resignation notice to HCBC, PTO is no longer available for the employee's use. Resigning in good standing means:

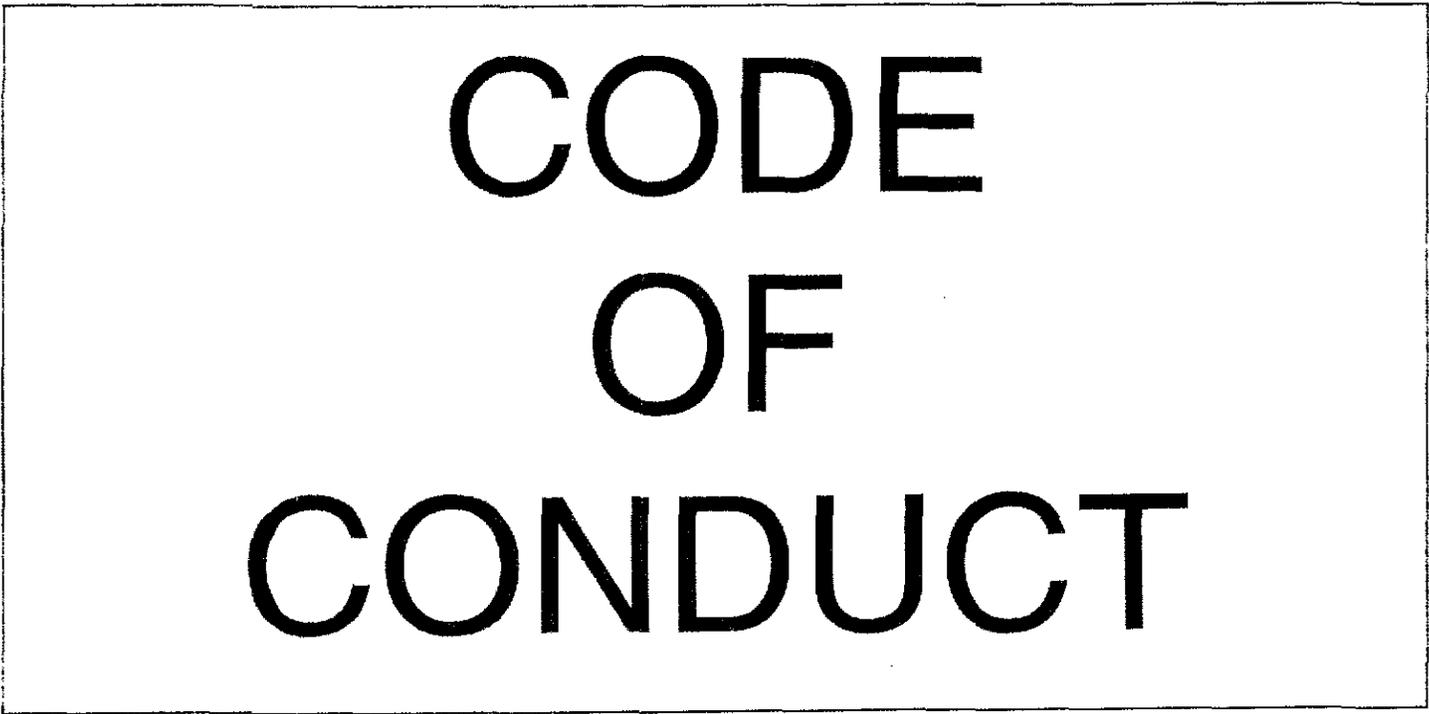
- Providing two weeks notice prior to resigning for non-exempt employees or four (4) weeks, in the case of exempt employees;
- Attending work as required;
- Completing job responsibilities in a satisfactory manner; and
- Returning all agency assigned equipment and property in good condition

Employees terminated from HCBC are not considered to be in "good standing" and do not receive any compensation for accrued PTO.



HEARTLAND
CENTER for behavioral
change

REBUILDING LIVES SINCE 1982



**CODE
OF
CONDUCT**

APPROVED BY THE BOARD OF DIRECTORS
August 18, 2011

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

TABLE OF CONTENTS

INTRODUCTION	1
PURPOSE OF OUR CODE OF CONDUCT	1
MISSION STATEMENT	2
VALUES	2
LEADERSHIP RESPONSIBILITIES	3
COMMITMENT TO OUR STAKEHOLDERS	4
CONSUMERS	4
Right to HIPPA Privacy Protections	6
COMPLIANCE WITH LAWS	7
Anti-Kickback Act	7
False Claims/False Statements	7
BUSINESS AND FINANCIAL INFORMATION	8
Billing for Services	8
Confidential Information	9
Electronic Media/Security	9
Financial Records	10
Intellectual Property	10
WORKPLACE CONDUCT	10
Conflict of Interest	11
Controlled Substances	12
Diversity and Equal Employment Opportunity	12
Harassment and Workplace Violence	12
Health and Safety	13
Ineligible Persons	13
License and Certification Renewals	13
Substance Abuse and Mental Acuity	14
Non-Retaliation	14
COMPETITIVE ACTIVITIES AND MARKETING	15
GOVERNMENT RELATIONS AND POLITICAL ACTIVITIES	15
THE CORPORATE COMPLIANCE PROGRAM	16
Training and Communication	16
Resources for Guidance and Reporting	16
Obligation to Report	17
Investigation of Reports	17
Corrective Actions	17
Discipline	18
Measuring Compliance Program Effectiveness	18
ACKNOWLEDGEMENT	18
APPENDIX A	A-1

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

I. INTRODUCTION

The Heartland Center for Behavioral Change is committed to providing services and conducting business with integrity, using the highest standards of ethical practice. This commitment serves and benefits the public trust, the trust of those we serve, and that of our stakeholders with whom we collaborate. HCBC staff can conduct their job duties with pride, knowing that as an agency, we are committed to fair, open, and honest dealings in all that we do.

II. PURPOSE OF OUR CODE OF CONDUCT

The purpose of the Code of Conduct is to provide guidance to all HCBC employees, volunteers, interns, and contractors, otherwise referred to as "staff." It is designed to assist each of us in conducting our job duties within appropriate ethical and legal standards and to:

- Define accepted/acceptable behaviors;
- Promote high standards of practice;
- Provide a benchmark for staff to use in daily interactions and duties;
- Establish a framework for professional behavior and responsibilities; and
- Be a vehicle for agency identity.

It is also intended to detect, prevent, and resolve waste, fraud, and abuse in the organization and the services we provide.

FRAUD- Healthcare Fraud is the knowing and willful attempt to defraud a health care benefit program to obtain, by means of a false or fraudulent representation, any money or other property owned by a healthcare benefit program.

WASTE- Health care waste is the use of services or materials in a manner that is not efficient and is purposefully wasteful of resources.

ABUSE- Abuse generally encompasses incidents or practices that are inconsistent with sound fiscal, business or medical practices, which may result directly or indirectly in unnecessary program costs, improper payment, or payment of services that fail to meet professional standards of care or that, are medically unnecessary.

The Code of Conduct is meant to be an easily understood document covering a number of topics relating to our ethical and legal responsibilities. It is intended to provide guidance in the area of compliance but it is not intended, nor would it be reasonable to provide, a comprehensive listing of prohibited conduct.

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

It is important to note that the Code of Conduct is a supplement to the approved *Policy and Procedures* which are in place to provide a more detailed level of guidance on day to day operations. The Code of Conduct, the Corporate Compliance Plan, and the Policy and Procedure Manual are part of HCBC's "Corporate Compliance Program." "Corporate Compliance" is a systemic method of incorporating internal controls to promote adherence to laws, regulations, achieving contractual requirements, and ethical behavior. The Code of Conduct and the Policy and Procedure Manual must be understood and utilized together to create a more comprehensive set of standards of which all staff is expected to adhere.

The Code of Conduct is supplement to the requirements of certification, contractual, and other local, state and national regulations and is not intended to replace or supersede these obligations.

The standards set forth by the Code of Conduct are mandatory for all HCBC staff and must be followed. Any staff member who violates the Code of Conduct will be subject to discipline which may include dismissal. Therefore, it is important that all HCBC staff understand the concepts presented in this document. Each staff member is individually responsible to ask questions and seek the guidance necessary to ensure their understanding of the expectations being placed upon them and this organization.

The Code of Conduct establishes standards for the conduct of all HCBC staff. It is the belief of the Heartland Center for Behavioral Change that adherence to these standards will enable us to best serve our organizational mission and values.

III. MISSION STATEMENT

HCBC provides behavioral healthcare and substance abuse services to help individuals and families lead healthier, happier, more productive lives.

IV. VALUES

At HCBC, we believe in:

INTEGRITY - We act in an ethical, honest, trustworthy, and transparent manner at all times. We treat each other and all persons in a fair, equitable, and honest manner, as we would want to be treated. The services we provide and way we conduct business reflect the highest standards of ethical and professional conduct.

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

RESPECT - People are the focus of our work and we treat each person and each other with dignity. We treat all persons with respect and value the participation of the persons we serve in the design, choice, and provision of services to meet their unique needs.

DIVERSITY - We respect the culture and values of others and emphasize and promote diversity in our ideas, our workforce, and the services and supports we provide. We capitalize on the wealth of viewpoints that reside in our multi faceted community.

COMMITMENT - We take personal responsibility and do what we say we will do, when we say we will do it. We believe that our work must be responsive to the needs of those we serve, to the community and our stakeholders.

EXCELLENCE - Our work reflects pride, high professional standards, best practices, and is directed at producing the greatest possible results for those we serve. Our services and supports reflect a high level of competence and a commitment to quality. We strive to do good in the world.

COLLABORATION - We produce the best results when we work together as a team, with the people and families we serve, and with communities and other stakeholders. We seek the ideas of others, network with others, support each other, and enhance our knowledge and performance to reach a shared goal.

V. LEADERSHIP RESPONSIBILITIES

The senior level staff at HCBC is expected to lead by example and to be a model for ethical conduct. We expect everyone in the organization with a responsibility for the supervision of other staff to conduct themselves in a manner that is sensitive, thoughtful, and respectful.

Senior level staff is responsible for creating an environment where all HCBC staff is encouraged to raise concerns relative to Corporate Compliance and for appropriately responding to the concerns that have been raised. They are responsible to ensure that HCBC staff that have the information and resources available to comply with laws, regulations, and policies and are able to resolve ethical dilemmas effectively. Senior level staff has an obligation to help create a culture within HCBC that promotes the highest standards of ethics, quality of care, and compliance and does not sacrifice these standards in the pursuit of business objectives.

We believe in “principled leadership.” This type of leadership assumes that the leaders in our organization will lead by example, confront problems directly and

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

candidly, and will emphasize effective team building in a manner that is inclusive of all the decision makers.

While HCBC is a large organization and has multiple site locations, most of the work we do is accomplished in small team environments. We expect our leaders to utilize the talents of each member of the team to maximize efficiency and promote the professional development of all staff.

VI. COMMITMENT TO OUR STAKEHOLDERS

The Heartland Center for Behavioral Change has a strong sense of responsibility and obligation to those that we serve and those with whom we maintain a business relationship. As such, we make the following commitments:

- HCBC is committed to providing the highest quality of care to our consumers. We are committed to providing care that is sensitive, compassionate, and empathetic to the unique challenges of each consumer we serve.
- We are committed to a work environment that treats our colleagues with respect and dignity allowing for fair opportunities for personal and professional growth and development.
- HCBC is committed to our third party payers. We are committed to follow all of our contractual obligations to the agencies with which we do business.
- We are committed to addressing the particular needs of the communities we serve by providing honest, cost effective care that improves the quality of life for our consumers, their families, and the communities in which they reside. We realize that we have a responsibility to help those in need.
- HCBC is committed to a corporate environment in which compliance with laws, regulations, and a sound business practice is simply how we do business. We are committed to aggressive self-governance and monitoring adherence to the requirements of law and the Code of Conduct.

VII. CONSUMERS

HCBC expects staff to commit to a standard of excellence within our organization. We are committed to the delivery of safe, effective, and compassionate care. A commitment to quality treatment and consumer safety is the obligation of every HCBC colleague. Further, it is a fundamental principle that every HCBC staff member dedicates themselves to adhering to the standards described here. If any HCBC staff member ever has a question or concern

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

regarding whether the quality of care and safety standards are being met, they are obligated to raise the concern through appropriate channels, specifically their direct supervisor and/or the Corporate Compliance Office, or anonymously through the compliance drop box or mail.

All services at HCBC are provided in a caring and non discriminatory manner. Staff is expected to deliver care and humane treatment to all consumers regardless of race, creed, reproductive status, gender, disability, age, sexual orientation, religious beliefs, or economic condition. At HCBC we recognize and respect the diverse backgrounds and cultures of the consumers we serve and make every effort to ensure that staff has the knowledge and resources necessary to respect the cultural heritage of each consumer.

Depending upon the location and nature of the service provided, consumers have certain rights that staff must protect and that are enumerated in agency policies and internal operating procedures. We expect all staff to become thoroughly familiar with these rights, to respect and support these rights, and to inform consumers of these.

HCBC staff is expected to show respect for every consumer by maintaining a professional relationship with consumers, giving precedence to their professional responsibility over any personal interest, and upholding the dignity and honor of both their profession and the consumers they serve. At HCBC, we are committed to the delivery of safe effective, efficient, and compassionate treatment to our consumers. All consumers are to be treated with warmth, respect, and dignity in providing care that is appropriate and necessary. Implicit in this is an expectation that staff always reflect the highest level of integrity and professional conduct in all interactions with consumers.

The following serve as examples of conduct that is expressly prohibited:

- Activities that could be construed as exploitation of consumers for personal gain;
- Requesting that consumers perform work that is for the personal benefit of staff;
- Providing to, or receiving from any consumer, any article, favor, or service which is not authorized in the performance of the staff members duties;
- Personal contact with current and former consumers, or the friends or family member of a consumer except incidental;
- The use of profane, threatening, intimidating or abusive language;
- The use of derogatory language when talking with a consumer;
- The use of force of any type (unless necessary to protect self or others);
- Behavior intended to be intimidating;
- Sexual conduct of any type including verbal expressions. There is no "consensual sex" between HCBC staff and a consumer.

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

Consumers, regardless of program location, have the right to complain when they believe that they have not been afforded their rights. Each HCBC program must maintain a procedure for the prompt resolution consumer grievances. Staff is expected to respond with expediency and appropriately to resolve legitimate complaints.

A. RIGHT TO HIPAA PRIVACY PROTECTIONS

All consumers also have certain rights with respect to privacy and the confidentiality of their treatment and services. Basically, this means that consumers' health information is shared only with those persons who have a "right to know" such information, and only to the extent that those persons have a "need to know" such information. Some confidentiality regulations that protect consumers may vary. As an example, the confidentiality of consumer's participation in substance abuse treatment programs are governed by standards that are more stringent than those who are receiving only job development services. However, all locations and all programs must comply with the requirements of the "Privacy Rule" under the Health Insurance Portability and Accountability Act ("HIPAA"). Staff must read and abide by the HIPAA and confidentiality regulations that are identified in agency policy and applicable to his/her duty assignment.

Every consumer is to be provided with a copy of a Notice of Privacy Practices outlining how the Heartland Center for Behavioral Change will protect their personal health information. HCBC is aware of the sensitive nature of the personal information obtained in the course of providing treatment and as an organization we are fully committed to maintaining the confidentiality of that information.

HCBC staff shall not use, disclose, or discuss consumer specific information beyond the necessity to provide treatment or as required by law. In accordance with our privacy and security policies, which reflect HIPPA requirements, no member of staff has a right to any consumer information beyond that which is necessary to perform his or her job.

All HCBC staff is required to adhere to HCBC Policy and Procedure Chapter 15 - Confidentiality and Privacy Protection for Persons Served. HCBC staff shall receive training about the HIPAA privacy and security standards, and federal drug and alcohol abuse regulations codified at 42 CFR Part 2, which add further privacy requirements related to the provision of substance abuse treatment by federally assisted programs. HCBC staff is required to adhere to the laws and regulations regarding the use and disclosure of Protected Health Information (PHI).

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

VIII. COMPLIANCE WITH LAWS

HCBC provides varied services in multiple locations. All services are provided pursuant to appropriate federal, state, and local laws, regulations, and conditions of participation in federal healthcare programs. HCBC staff must abide by the laws, regulations, ethical rules and policies governing their professions. This includes complying with applicable licensing authority rules, as well as applicable billing authority rules, regulations, and laws.

HCBC has developed policies and procedures to address the many legal, accreditation, certification, and regulatory requirements. However, it is impractical to expect that the policies and procedure will encompass the full body of applicable law, and obviously those laws, standards, and regulations must also be followed. Therefore, HCBC staff is responsible to seek advice and guidance from the available resources having expertise in legal and regulatory matters, such as the Human Resources department, the Quality Assurance Director or the Corporate Compliance office. Appendix A contains a summary of major federal and state laws pertaining to payment for health care services.

Anyone aware of violations or suspected violations of any laws, regulations, HCBC policies, or this code of conduct is obligated to report them immediately to a supervisor, a member of management, the Human Resources manager, the Compliance Officer, or anonymously through the compliance drop box or mail.

A. *ANTI-KICKBACK ACT*

HCBC staff shall not accept or offer any payment, compensation, or anything of value in exchange for referrals to or from another provider. HCBC staff must understand and adhere to the Anti-Kickback Act and all laws governing relationships between providers. Referrals and admissions to HCBC programs are based solely on the client's need and our ability to provide treatment consistent with those needs. We do not pay or offer to pay anyone for the referral of a client. Further, no member of HCBC staff shall solicit or receive payment or anything of value either directly or indirectly in exchange for making a referral to another provider.

B. *FALSE CLAIMS FALSE STATEMENTS*

There are a number of laws and regulations governing the submission of claims for reimbursement for services. HCBC staff is required to adhere to the laws regarding the submission of claims for reimbursement from third party government payers. No HCBC staff shall make a claim of services that were not provided, not medically necessary, or that contains false or misleading

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

information. All services provided must be appropriately documented and provided by a properly credentialed person.

HCBC will adhere to all laws governing health care providers. HCBC staff is prohibited from knowingly using a false record or statement to obtain payment from a government or any other agency. HCBC staff is prohibited from conspiring to defraud a government or any agency. Staff shall abide by all contractual requirements for each program in which HCBC provides any type of services.

All HCBC staff is expected to cooperate with open and honest communication regarding any request for information from a third party government payer, consistent with the laws regarding such a request. All HCBC programs are subject to auditing both internally and externally. As such, staff must never conceal, destroy, or alter any documents; lie or make misleading statements in response to any audit request.

IX. BUSINESS AND FINANCIAL INFORMATION

All HCBC colleagues are responsible for the integrity and accuracy of the company's documents and records, not only to comply with regulatory and legal requirements but to ensure that the records are available to support the provision of services. HCBC staff is prohibited from altering, misrepresenting, or falsifying information on any record or document. Further, records must never be destroyed in an effort to deny authorities information relevant to an investigation.

HCBC will retain all treatment records and documentation in accordance with the law and the company policy and procedure 1.6.3. It is important to retain and destroy documents only in accordance with company policy. No one may remove or destroy records prior to the specified date as outlined in the policy.

Under no circumstances may any HCBC staff member use consumer, colleague, or any other HCBC business or financial information for personal financial benefit.

A. BILLING FOR SERVICES

HCBC has implemented policies and procedures to facilitate accurate billing that conforms to federal and state laws, regulations, and payor policies. HCBC staff members are prohibited from knowingly making or filing a false claim for payment from a government, or any other agency. Accurate billing of services is an integral component of our business.

In order to ensure accurate billing of service all staff must provide timely, reliable, accurate documentation of services rendered. Staff is prohibited from submitting documentation of services that are false, fictitious, or fraudulent. Timely, reliable,

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

accurate documentation of services depends on the diligence and attention the clinicians and counselors who treat consumers in our facilities. It is expected that those staff provide complete, accurate information in a timely manner.

If at any time it is discovered that HCBC has received an overpayment from any payer, HCBC will take appropriate actions to correct such overpayment.

B. CONFIDENTIAL INFORMATION

Confidential information refers to proprietary information about organizational strategies, operations, consumer and/or third party information. Confidential information covers virtually any information related to HCBC operations not publicly known such as personnel data, consumer lists, and clinical information including individually identifiable consumer information, financial information, and social security numbers.

In order to maintain the privacy and integrity of consumer and confidential information, HCBC staff must adhere to security policies and standards set forth in HCBC policies and procedures. Due diligence is required to safeguard information that HCBC owns or of which it is the custodian. Because so much of our confidential information is generated or maintained on computer systems, it is essential that each HCBC colleague protect the computer systems by maintaining password protections on HCBC computers and not sharing passwords.

Any HCBC staff member who knows or suspects that confidential information has been compromised must report the security breach to the Compliance Officer.

In the event of a separation of an employment or contractual relationship with HCBC, the individual remains bound to safeguarding confidential information viewed, received, or used during the relationship. Copies, in any form, of confidential information in an employee's and contractor's possession must be returned to HCBC at the end of the employment or contractual relationship. Further, such person's access to HCBC's electronic systems must be terminated.

C. ELECTRONIC MEDIA / SECURITY

All communication systems and office equipment that are the property of HCBC are to be used primarily for business purposes in accordance with company policy and procedure. The use of HCBC equipment, such as telephones, computers, fax machines, copy machines, and office supplies are to be used solely for the purpose of conducting HCBC business. Staff needs to be aware that the use of HCBC property is not to be considered private. Anything created, transmitted, stored, or received using HCBC property is subject to monitoring.

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

HCBC colleagues may not use internal communication channels or the internet to view, post, store, transmit, download, or distribute material that is threatening, obscene, maliciously false, or anything constituting or encouraging a criminal offense, gives rise to civil liability, or otherwise violates any laws.

Compliance with HCBC information security policies is required. Any HCBC staff member who abuses the communication systems or uses them excessively for personal or non-business purposes will be subject to disciplinary action up to, and including termination.

D. FINANCIAL RECORDS

HCBC has established and maintains a high standard for accuracy and completeness of all financial information. This information is necessary for compliance with tax and financial reporting requirements. HCBC maintains a system of internal controls to provide reasonable assurance that all transactions are executed in accordance with appropriate authorizations, and are recorded in a proper manner to maintain accountability of organizational assets.

All financial records must reflect actual transactions and conform to generally accepted accounting principles. HCBC will comply with all applicable auditing, accounting, and financial disclosure laws. HCBC and its staff shall adhere to the laws and regulations if the Internal Revenue Service governing tax exempt entities.

E. INTELLECTUAL PROPERTY

Any work of authorship, invention, or creation developed by a colleague during the scope of employment at HCBC shall be considered to property of HCBC.

HCBC staff shall not reproduce, in any format, copyrighted material without authorization and consistent with HCBC Policy and Procedure 1.6.9.

X. WORKPLACE CONDUCT

Staff is prohibited from engaging in behavior that is criminal in nature, or would bring discredit to HCBC or any contracting agencies of HCBC. All staff is expected to conduct themselves in a manner that is above reproach and shall obey not only the letter of the law, but the spirit of the law while engaged in personal and official activities.

Staff is also expected to demonstrate professionalism in their interactions with others and to show respect for the views, actions, and findings of colleagues and members of other professions and programs. Staff must agree to use appropriate

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

methods when expressing agreement or disagreement with colleagues and other providers.

Standards of conduct, guidelines, and expectations for staff have been developed at each program location. Staff is expected to know, understand, and comply with these requirements. However, regardless of duty location or assignment, staff at all times is expected to act with honesty, integrity, and professionalism. Examples of conduct that is expressly prohibited by any staff include:

- Falsifying or misrepresenting any information, report, document, statement, or claim;
- Misuse, abuse, destruction, or theft of HCBC property or resources, or those of consumers; and
- Disruptive conduct.

The following section, although not inclusive, identifies additional expectations of staff in their employment with HCBC. Staff is expected to know, understand, and comply with these requirements.

A. *CONFLICT OF INTEREST*

All HCBC staff is expected to remain free of conflicts of interest in the performance of their job duties. Conflicts of interest can occur when a staff member's outside activities, personal financial interest, or other private interests either interferes or even appears to interfere with his or her own ability to make objective decisions in the course of their duties with HCBC. A conflict of interest arises when a staff member or a member of his or her family or friendship network receives inappropriate benefit as a result of their position with HCBC.

It is the responsibility of each individual to ensure they remain free of conflicts of interest. If anyone at HCBC has any questions about whether an outside activity or private interest might constitute a conflict of interest, they must obtain the approval of their supervisor and the Compliance Officer prior to pursuing the activity or retaining or obtaining the private interest.

Clinical decisions will be made based upon consumer need and sound treatment practices without regard to compensation or financial risk to HCBC leaders, managers, or board members.

Hiring of former or current U.S. government employees may be governed by regulations concerning conflicts of interest. These regulations must be followed and any such recruitment or hiring will require consultation with the Human Resources Department with legal guidance.

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

B. CONTROLLED SUBSTANCES

In the course of their job duties, some HCBC colleagues will have access to prescription drugs, controlled substances, and other medical supplies. Prescription medications, including controlled substances and medical supplies must be handled properly. If anyone becomes aware or suspects that the security of these drugs or supplies has been compromised, the incident must be reported immediately to the Compliance Officer.

Any HCBC staff member engaged in inappropriate handling of prescription medications or medical supplies will be subject to disciplinary action up to and including termination.

C. DIVERSITY AND EQUAL EMPLOYMENT OPPORTUNITY

HCBC shall maintain a non-discriminatory work environment. Discrimination is any conduct that deprives an individual of a benefit of employment on the basis of race, color, national origin, sex, age, disability, religion, sexual orientation, or veteran status. We will actively promote diversity in our organization and we are committed to an inclusive work environment in which everyone is treated with fairness, dignity and respect.

HCBC regards laws, regulations, and policies relating to diversity in the workplace to be a minimum standard and consider the cultural and other differences in our workforce to be an organizational strength. Opportunities for employment, promotion, and/or advancement at HCBC will not be made on the basis of race, color, national origin, sex, age, disability, religion, sexual orientation, or veteran status.

D. HARASSMENT AND WORKPLACE VIOLENCE

Every HCBC colleague has a right to work in an environment free from harassment and disruptive behavior. HCBC staff shall maintain a professional workplace free from all forms of harassment. Harassment is any conduct that has the purpose or effect of creating an environment that unreasonably interferes with others work performance, opportunities for advancement, or creates an intimidating, hostile, or offensive work environment.

It is imperative that staff conduct themselves consistent with a violence free workplace in order to maintain the safety and security of the consumers, vendors, contractors, and our co-workers. HCBC staff shall refrain from the use of profane, threatening, intimidating or abusive language when communicating with colleagues. HCBC staff is prohibited from engaging in brutality, physical violence, and intimidation toward colleagues.

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

HCBC will not tolerate harassment in any form, including sexual harassment, or any form of workplace violence. All HCBC staff is required to be familiar with and adhere to policy and procedure 3.4 regarding harassment and workplace violence.

E. HEALTH AND SAFETY

All HCBC staff is expected to comply with all laws, rules, regulations, and policies that promote the protection of workplace health and safety. All HCBC staff must become familiar with our policies regarding health and safety and understand how the policy applies to their job responsibilities.

Each facility has an assigned safety officer for questions or concerns related to workplace safety. We have an obligation to report any serious workplace injury or any situation with a potential for injury so that corrective measures can be taken in a timely manner.

F. INELIGIBLE PERSONS

The Heartland Center for Behavioral Change will not knowingly employ, contract with, or bill government health programs provided by anyone that is excluded or ineligible to participate in Federal healthcare programs. Any staff member who becomes, excluded, suspended, debarred, or ineligible to participate in Federal healthcare programs is required to report this to their direct supervisor immediately.

HCBC staff must immediately inform their direct supervisor if they are charged with, arrested for, or convicted of any felony, misdemeanor (minor traffic violations are exempt), or are excluded, suspended, debarred or otherwise ineligible to participate in any federal or state healthcare program.

Employment positions shall be filled only after appropriate background screening processes have been completed, to include the candidate being checked against the Office of Inspector General's Exclusion Database and the Missouri Caregiver Background Check process.

G. LICENSE AND CERTIFICATION RENEWALS

HCBC staff members holding a position requiring professional licensing, certifications, and or credentials are responsible for maintaining the current status of their credentials and adherence to federal and state requirements applicable to their discipline.

All staff is expected to appropriately document services provided. All services must be provided by a person appropriately credentialed to provide these

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

services. At no time should any staff member counsel or advise any consumer on matters outside their area of expertise and training, or engage in false or misleading communication about their own professional abilities, training, and/or experience. HCBC staff is expected to take responsibility for their own continuing education and professional development to ensure the training necessary to provide the highest level of care.

H. SUBSTANCE ABUSE AND MENTAL ACUITY

In order to maintain the safety and security of our consumers and colleagues, HCBC is committed to maintaining an alcohol and drug-free work environment. Staff shall refrain from the use and/or possession of illegal drugs or narcotics and shall refrain from the abuse of any drugs or narcotics. HCBC staff is prohibited from using or being under the influence of alcohol while on duty, or present at any HCBC program location. Drug and alcohol testing may be used to enforce this policy.

It is understood that on some occasions colleagues may be taking prescription or over the counter medications. Questions or concerns regarding the use of these products as it relates to job performance should be directed to your immediate supervisor.

For the safety and security of our consumers and our co-workers it is imperative that staff remain awake and alert at all times during their scheduled shift. Staff is prohibited from sleeping or even appearing to sleep while on duty.

Staff members are expected to address their personal affairs during their off duty hours and should remain focused solely upon their job duties while at work. Bringing personal issues to the workplace is disruptive and diminishes the quality of care that our consumers deserve.

I. NON-RETALIATION

All HCBC staff shall maintain an environment of non-retaliation. HCBC staff is prohibited from retaliating against any person who reports an act of discrimination or harassment or any person who participates in the investigation of such a report. HCBC staff is prohibited from retaliating against any person who reports a violation of the Corporate Compliance Plan, Code of Conduct, laws or regulations governing HCBC business practices. HCBC staff is obligated to refrain from making false allegations or statements for the purpose of harassment or disrupting business operation.

XI. COMPETITIVE ACTIVITIES AND MARKETING

The Heartland Center for Behavioral Change exists in a competitive market and all competitive activities must be in compliance with the laws and regulations governing these practices. As such, HCBC staff shall not discuss with competitors non-public information about HCBC business practices, competitive bid prices, or other sensitive information. Sensitive information may include but is not limited to confidential consumer information, consumer list, personnel records, data generated from research, strategic plans or other proprietary information.

Marketing efforts done to make the public aware of the services that we offer or provide public education will be conducive in a truthful and non-deceptive manner consistent with the laws governing these activities.

BUSINESS COURTESIES

It is of critical importance to avoid any actual or even the appearance of impropriety when giving or receiving gifts from persons or entities with whom we are engaged in or seeking to do business. HCBC staff is prohibited from receiving or giving gifts or other incentives to improperly influence relationships or business outcomes. There may be occasions in which there is an extension of an invitation for a meal or social event or the giving or receiving of a gift that is completely appropriate, however, all HCBC staff should discuss such business courtesies in advance with their direct supervisor to ensure complete compliance with HCBC policy as well Federal and state laws regarding gifts, meals, and other business courtesies.

XII. GOVERNMENT RELATIONS AND POLITICAL ACTIVITIES

HCBC will comply with all federal, state, and local laws governing participation in government relations and political activities.

It is important that HCBC staff members separate their personal political activities from those of the company. HCBC staff is prohibited from using company resources for personal political activity.

As an organization, HCBC may engage in some public policy discourse in situations in which HCBC has some expertise to inform public policy or to provide relevant factual information about the impact of a public policy decision on the private sector. Any such political activity will be conducted in a manner that complies with the rules and regulations relating to lobbying or attempting to influence government officials.

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

XIII. THE CORPORATE COMPLIANCE PROGRAM

HCBC'S Corporate Compliance Plan is part of our commitment to offering the highest quality of services to our consumers. The Corporate Compliance Program exemplifies the dedication to honest and ethical business practices and demonstrates the value placed on integrity in all that we do as an organization.

A. TRAINING AND COMMUNICATION

HCBC has developed comprehensive training and education to ensure that staff is aware of what is expected of them. This is accomplished by having every individual attend compliance training when hired as an employee or entering into a contractual relationship with HCBC for direct service provision. Further, all staff are required to attend compliance training at least annually as a means to remain up to date on new laws, rules and regulations effecting the healthcare industry and for address specific job functions. The training offered is meant to be helpful and informative but it is also mandatory and records will be maintained to ensure everyone is compliant with the training requirements as a condition of employment.

B. RESOURCES FOR GUIDANCE AND REPORTING

The compliance office at HCBC is available for guidance on an ethics or compliance concern. Staff must consider if their concern is one of compliance, meaning it falls within the scope of fraud, waste, or abuse relative to the services we provide. Issues that are related to employment concerns are usually best handled with your direct supervisor and if that is not possible then the concern should be directed to the Human Resources Manager. Compliance concerns should be directed to compliance officer.

Reporting should be made to the Corporate Compliance Officer or to a supervisor, program manager, or executive director, who will report to the CCO. Reporting can be done in person or anonymously utilizing the following methods;

- Phone: **816 421-6670 ext 1296**
- Email: **KMead@heartlandcbc.org**
- Fax: **816 421-2659**
- Mail: **Corporate Compliance Office
Heartland Center for Behavioral Change
P.O. Box 270140
Kansas City, MO. 64127**

- Placing the report in a locked box in the lobby at 1730 Prospect K.C. MO. 64127.

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

*****Reporting forms are available next to the locked box*****

Investigations of potential or suspected violations will be handled, within the limits of the law, as confidentially as possible to protect the identity of any individual who reports concerns or possible misconduct. HCBC will not tolerate any form of retaliation, retribution, or discipline directed at anyone who reports a concern in good faith. Anyone who deliberately makes a false accusation or files a report with the purpose of harming or retaliating against a colleague is subject to disciplinary action.

C. OBLIGATION TO REPORT

As part of our commitment to ethical and legal conduct in the workplace, every HCBC staff person is individually responsible for reporting any activity that appears to violate any laws, rules, regulations, standards of practice, policies and procedures, or this Code of Conduct. Reporting, in good faith, of potential or suspected violations must be made regarding issues of fraud, abuse, or other questionable practices or activities. If ever a staff person has made a report and doubts that the matter has been given sufficient attention to address the concern, that individual should follow the chain of command to report to a higher authority or directly to the Corporate Compliance Officer until the matter is fully recognized.

D. INVESTIGATION OF REPORTS

HCBC is committed to prompt investigation of all reported compliance concerns. Violations of any potential or suspected violations of the Code of Conduct, Corporate Compliance Plan, program contracts and/or laws, regulations and policies governing health care providers will be investigated by the Corporate Compliance Officer and/or Corporate Compliance Team. Investigations of potential or suspected violations will be handled as confidentially as is possible to ensure an accurate and honest finding. HCBC staff is expected to cooperate fully and honestly with any investigation.

E. CORRECTIVE ACTIONS

Where an investigation substantiates that violations of the Code of Conduct, Corporate Compliance Plan, program contracts and/or laws, regulations and policies governing health care providers have occurred, it is the policy of HCBC to initiate corrective action which may include as appropriate:

1. Reimbursement of any overpayments made to HCBC by any government payer.

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

2. Potential disciplinary actions for any HCBC staff member involved in the violation up to and including termination and notification of any certifying board or government agency.
3. Implementation of systemic changes to prevent similar violations in the future.

F. DISCIPLINE

Violations of the Code of Conduct will result in disciplinary action up to, and including termination. The action taken will depend on the nature, severity, and frequency of the violation. Employment with HCBC is, at will, and in some situations HCBC may, with no warning, dismiss an employee based upon management's belief that the seriousness of the conduct justified dismissal.

G. MEASURING COMPLIANCE PROGRAM EFFECTIVENESS

HCBC is committed to assessing the effectiveness of our Corporate Compliance Program through our internal auditing processes, regular reporting to the Board of Directors, the Compliance Committee, and the CEO/President.

XIV. ACKNOWLEDGEMENT

The Code of Conduct is meant to serve as a guide to ensure that HCBC staff understands the expectation for maintaining an environment of corporate integrity. We can take pride in knowing that HCBC is making every effort to protect the future of the company by demonstrating a commitment to providing the highest level of care to the consumers we serve, in compliance with all applicable laws and regulations.

All HCBC staff will receive training specific to the Code of Conduct and the Corporate Compliance Plan upon gaining employment with HCBC and at least annually during their term of employment with HCBC. Attendance at Corporate Compliance trainings is mandatory as a condition of employment at HCBC.

All HCBC staff members will be required to sign an acknowledgement of their understanding and willingness to comply with this Code of Conduct.

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

APPENDIX A

MAJOR FEDERAL AND STATE HEALTH CARE FRAUD LAWS

The Federal False Claims Act (31 USC 3729-3733)

The purpose of the Federal False Claims Act ("FCA") is to help the Federal government combat fraud and recover losses resulting from fraud in Federal programs, purchases, or contracts, including, without limitation, the Medicare Program and all State Medicaid programs.

The following activities violate the FCA:

- Knowingly submitting (or causing to be submitted) a false claim to the Government or the Armed Forces of the United States (the "Armed Forces") for payment or approval;
- Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved by the Government;
- Conspiring to get a false claim allowed or paid by the Government;
- Delivering (or causing to be delivered) less property than the amount of the receipt, where the person with possession or control of the Government money or property intends to deceive the agency or conceal the property;
- Making or delivering a receipt without completely knowing that the receipt is true, where the person authorized to make or deliver the receipt intends to defraud the Government;
- Knowingly buying or receiving (as a pledge of an obligation or debt) public property from an officer or employee of the Government or a member of the Armed Forces who has no legal right to sell or pledge the property; or
- Knowingly making or using a false record to conceal, avoid, or decrease an obligation to pay money or transmit property to the Government.
- Knowingly retaining an overpayment that a provider has an obligation to refund within 60 days of identifying the overpayment or by the date a corresponding cost report is due, whichever is earlier.

As used above, the term "knowing" or "knowingly" means "Knowing" and "Knowingly" means a person (i) Has actual knowledge of the information; (ii) Acts in deliberate ignorance of the truth or falsity of the information; or (iii) Acts in reckless disregard of the truth or falsity of the information, and no proof of specific intent to defraud is required.

Fraud Enforcement and Recovery Act of 2009 expanded the scope of the False Claims Act by, among other things, creating liability for knowingly and improperly avoiding repayment of an overpayment received from the government and broadening protections for whistleblowers.

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

APPENDIX A

MAJOR FEDERAL AND STATE HEALTH CARE FRAUD LAWS

Under the Health Reform Law, the FCA is implicated by the knowing failure to report and return an overpayment within 60 days of identifying the overpayment or by the date a corresponding cost report is due, whichever is later.

Further, the Health Reform Law also expands the scope of the FCA to cover payments in connection with the new health insurance exchanges to be created by the Health Reform Law, if those payments include any federal funds.

Anyone person who violates the FCA is subject to severe penalties. These penalties may include:

- A civil penalty of between \$5,500 to \$11,000 for each false claim;
- Three times the amount of damages that the Government sustains because of the violations; and
- The costs of a civil suit for recovery penalties or damages.
- The person committing the violation voluntarily disclosed all information known to him or her to the U.S. officials responsible for investigating false claims violations within thirty days of obtaining the information;
- The person fully cooperated with any Government investigation; and
- No criminal prosecution, or civil or administrative action had been commenced at the time of the person's disclosure, and the person had no actual knowledge of an investigation into such violation.

Rights of Whistleblowers

The FCA has a "whistleblower" provision that allows an individual to file a civil suit on behalf of him/herself and the Government. This type of claim is called a "*qui tam*" action. When a *qui tam* action has been filed, the Government can intervene in that action, or allow the *qui tam* plaintiff to independently proceed.

If the Government prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff will receive between 15 and 25 percent of the recovery, depending on his or her contribution to the case. If the case is based primarily on information other than the disclosures of the *qui tam* plaintiff, the award cannot be more than 10 percent of the recovery.

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

APPENDIX A

MAJOR FEDERAL AND STATE HEALTH CARE FRAUD LAWS

If the Government decides not to intervene and the *qui tam* plaintiff successfully litigates the action, he or she will receive between 25 and 30 percent of the award or settlement. In either case, the court will award the *qui tam* plaintiff reasonable expenses and attorney's fees and costs.

Whistleblower Protection

An employee who has been discharged, demoted, suspended, threatened, harassed, or in any way discriminated against by his or her employer because of involvement in a false claims disclosure is entitled to all relief necessary to make the employee whole, including:

- Reinstatement with the same seniority status that the employee would have had but for the discrimination;
- Two times the amount of back pay plus interest; and
- Compensation for any special damage sustained because of the discrimination (including litigation costs and reasonable attorney's fees).

The protected false claims activities include investigation for, initiation of, testimony for, or assistance in a false claims action that has been or will be filed. An employee is entitled to bring an action in the district court for such relief.

Statute of Limitations

A civil suit must be brought within the later of either: (1) three years of the date that the violation is known or should have been known by the federal official responsible for investigating the action but no more than ten years after the violation occurred; or (2) six years after the violation was committed.

The Missouri Healthcare Payment Fraud and Abuse Law

(Mo. Rev. Stat. 191.900 – 191.910)

The purpose of the Missouri Healthcare Payment Fraud and Abuse law (the "Act") is to help the State combat fraud and recover losses resulting from fraud in medical assistance programs such as MO HealthNet..

- Knowingly presenting to a health care payer a claim for a health care payment that falsely represents that the health care for which the health care payment is claimed was medically necessary, if in fact it was not;

HEARTLAND CENTER FOR BEHAVIORIAL CHANGE

CODE OF CONDUCT

APPENDIX A

MAJOR FEDERAL AND STATE HEALTH CARE FRAUD LAWS

- Knowingly concealing the occurrence of any event affecting an initial or continued right under a medical assistance program to have a health care payment made by a health care payer for providing health care;
- Knowingly concealing or failing to disclose any information with the intent to obtain a health care payment to which the health care provider or any other health care provider is not entitled, or to obtain a health care payment in an amount greater than that which the health care provider or any other health care provider is entitled;
- Knowingly presenting a claim to a health care payer that falsely indicates that any particular health care was provided to a person or persons, if in fact health care of lesser value than that described in the claim was provided;
- Knowingly soliciting or receiving any remuneration, including any kickback, bribe, or rebate, directly or indirectly, overtly or covertly, in cash or in kind in return for: (1) Referring another person to a health care provider for the furnishing or arranging for the furnishing of any health care; or (2) Purchasing, leasing, ordering or arranging for or recommending purchasing, leasing or ordering any health care;
- Knowingly abusing a person receiving health care; and
- Knowingly, with the intent to defraud the medical assistance program, destroying or concealing such records as are necessary to fully disclose the nature of the health care for which a claim was submitted or payment was received under a medical assistance program.

Penalties

Except with respect to abuse and records destruction, a person who violates the Act:

- Is guilty of a class C felony upon a first conviction, and a class B felony upon a second and subsequent conviction;
- Will be referred to the Office of Inspector General within the United States Department of Health and Human Services for possible exclusion from participation in Medicare and Missouri health care programs; and
- Is liable for a civil penalty of not less than \$5,000 and not more than \$10,000 for each separate act in violation of the Act, plus three times the amount of damages which the state and federal government sustained because of the person's unlawful act.

A person who knowingly abuses a person receiving health care is guilty of a class C felony, unless the act involves no physical, sexual or emotional harm or injury and the value of the

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

APPENDIX A

MAJOR FEDERAL AND STATE HEALTH CARE FRAUD LAWS

property involved is less than five hundred dollars, in which event a violation is a class A misdemeanor.

Any provider who knowingly destroys or conceals such records in violation of the Act is guilty of a class A misdemeanor.

A person who willfully prevents, obstructs, misleads, delays, or attempts to prevent, obstruct, mislead, or delay the communication of information or records relating to any violation of the Act is guilty of a class D felony.

A person convicted of violating the Act is required to make restitution to the federal and state governments, in an amount at least equal to that unlawfully paid to or by the person, and is also required to reimburse the reasonable costs attributable to the investigation and prosecution.

As used above, "abuse" is the infliction of physical, sexual or emotional harm or injury. "Abuse" includes the taking, obtaining, using, transferring, concealing, appropriating or taking possession of property of another person without such person's consent;

"Health care" means any service, assistance, care, product, device or thing provided pursuant to a medical assistance program, or for which payment is requested or received, in whole or part, pursuant to a medical assistance program (MO HealthNet, or any program to provide or finance health care to participants which is established pursuant to federal law).

A "health care provider" means a person delivering, or purporting to deliver, any health care, and including any employee, agent or other representative of such a person, and further including any employee, representative, or subcontractor of the state of Missouri delivering, purporting to deliver, or arranging for the delivery of any health care;

"Knowing and knowingly" mean a person, with respect to information: (a) Has actual knowledge of the information; (b) Acts in deliberate ignorance of the truth or falsity of the information; or (c) Acts in reckless disregard of the truth or falsity of the information. (Use of the terms knowing or knowingly is construed to include the term "intentionally", which means that a person, with respect to information, intended to act in violation of the law).

Claims Under the Act

The attorney general may bring a civil action against any person who receives a health care payment as a result of a false statement or false representation of a material fact made or caused to be made by that person. The person is liable for up to double the amount of all payments received by that person based upon the false statement or false representation of a material fact, and the reasonable costs attributable to the prosecution of the civil action.

HEARTLAND CENTER FOR BEHAVIORAL CHANGE

CODE OF CONDUCT

APPENDIX A

MAJOR FEDERAL AND STATE HEALTH CARE FRAUD LAWS

Circumstantial evidence may be presented to demonstrate that a false statement or claim was knowingly made. Such evidence of knowledge may include, but is not limited to the following:

- A claim for a health care payment submitted with the health care provider's actual, facsimile, stamped, typewritten or similar signature on the claim for health care payment;
- A claim for a health care payment submitted by means of computer billing tapes or other electronic means;
- A course of conduct involving other false claims submitted to this or any other health care payer.

Any person who is the original source of the information used by the attorney general receives ten percent of any recovery by the attorney general. "Original source of information" means information that has not been previously disclosed to or known by the government or public, either in whole or in part. If the original source planned, initiated, or participated in the conduct upon which the action is brought then he or she is not entitled to recovery.

Whistleblower Protections

An employer cannot not discharge, demote, suspend, threaten, harass, or otherwise discriminate against an employee in the terms and conditions of employment because the employee initiates, assists in, or participates in a proceeding or court action under the Act. An employer who engages in retaliation is liable for:

- Reinstatement to the employee's position without loss of seniority;
- Two times the amount of lost back pay; and
- Interest on the back pay at the rate of one percent over the prime rate.

HEARTLAND CENTER FOR BEHAVIORAL CHANGE
Correctional Transitions Unit (CTU)
CASE MANAGER ORIENTATION TRAINING CURRICULUM

(TO BE COMPLETED WITHIN THIRTY DAYS OF EMPLOYMENT)
 Items marked with an * to be completed within 7 days of employment

NAME: _____ DATE OF HIRE: _____

TRAINING COMPONENT	TRAINER INITIALS	DATE	EMPLOYEE INITIALS	DATE	SUPERVISORS INITIALS	DATE
Attend orientation and complete required paperwork*						
Review HCBC Personnel Policy & Procedure-*						
Review and sign Code of Ethics*						
Review and sign Code of Conduct*						
Review Time and Attendance procedures*						
Review HCBC Emergency Plan Policy/Procedure*						
Review of alarm system*						
Review emergency plans posted for HCBC residents						
Participate in emergency drill						
Participate in a complete tour of the facility						
Complete PREA training						
Review Breathalyzer Procedure						
Review Urinalysis Procedure						
Review procedure for clients under the influence of drugs or alcohol						
Review contract relative to required case manager responsibilities						
Review security log for a 24 hour period						
Review Policy & Procedure 8.7 -Crisis Intervention						
First Aid Training/ CPR Training						
Review Medication Procedures						
Review and UNDERSTAND Confidentiality Requirements						
Review a minimum of three closed charts						

TRAINING COMPONENT	TRAINER INITIALS	DATE	EMPLOYEE INITIALS	DATE	SUPERVISORS INITIALS	DATE
Review a minimum of two active charts						
Review all chart forms with supervisor or senior case manager/review chart sections (what goes where in file)						
Complete a new intake with supervisor or senior case manager						
Review of procedure for initial orientation of residents						
Offender management techniques – tactical communication, cognitive restructuring						
Review Financial Office Procedure with Financial Coordinator						
Review procedures for charting/file documentation						
Record progress notes for assigned clients and review with supervisor or senior case manager						
Close a file						
Review violation procedures						
Review AWOL procedures						
Write a violation report						
Time Management-Develop a weekly schedule-submit to supervisor						
Develop system for ensuring timely completion of paperwork on each individual client and review with supervisor						
Review Inmate/Parole/Probation conditions						
Participate in a team meeting with P.O.						
Utilization of area treatment/referral agencies-review with supervisor or senior case manager-secure a copy of resource listings						
Employment resources-identify						
Review procedures for follow-up on referrals (phone calls, on-site visits, correspondence, etc.)						

HEARTLAND CENTER FOR BEHAVIORAL CHANGE
Correctional Transitions Unit (CTU)
SECURITY STAFF ORIENTATION TRAINING CURRICULUM

(TO BE COMPLETED WITHIN THIRTY DAYS OF EMPLOYMENT)

Items marked with an * to be completed within 7 days of employment

	Trainer Initials	Date	Employee Initials	Date	Supervisor	Date
Review procedure and participate in room search						
Review procedure and participate in pat search						
Review strip search policy						
Review procedure and participate in a head count						
Review procedure and participate in security rounds						
Front desk duties						
Review chain of command/Organizational Chart						
Review post orders						
Intake procedures						
Discharge procedures						
Resident sign in/out procedures						
Pass/free time procedure						
Resident detail procedure						
Telephone Courtesy/Confidentiality/Telephone						
Visitor/Public Relations						
Review Role of Probation/Parole Officers						
Review Role of Case Managers						
Supply Orders/Maintenance Report						
Report Writing						
Log Book Maintenance						
Review and complete a Violation Report						
Review and complete a Blue Sheet/Information Reports						
Review and complete a Critical Incident Report						
Distribution of Paperwork						

Heartland Center for Behavioral Change Universal Onboarding and OJT Training Record*

Name: _____ Position: _____

Date of Hire: _____ Supervisor: _____

TOPICS TO BE TRAINED PRIOR TO DIRECT SERVICE PROVISION (First 10 hours)

PROGRAM MANAGER/SUPERVISOR

Topic	Date Due	Date Completed	Employee Signature	Supervisor Initials
Tour of Facility <ul style="list-style-type: none"> • Introduce staff • Explain parking, lunch/break accommodations • Give keys if applicable • Instruct on setting security alarms if applicable 				
Train on use of telephone system				
Train on use of IT equipment <ul style="list-style-type: none"> • Provide password • Explain G, U, S drives 				
Communicate Heartland Center Mission, Vision, Values				
Review Job Description / Performance Plan (P&P 3.5)				

HR FUNCTIONS

Complete new hire paperwork				
Get Time Card badge/photo <ul style="list-style-type: none"> • Train on TimeForce 				
Give overview of benefits				

HCBC POLICY REVIEW

Review Behavior Management / Non-Violent Practices (P&P 9.5)				
Review Crisis Intervention (P&P 8.7, IOP)				
Review Critical Incidents (P&P 8.2)				
Review Abuse, Neglect, Exploitation (P&P 9.3)				
Review Emergency Preparedness (P&P 8.1, IOP, H & S Manual)				
Review Medication Management and Procedures (where applicable, P&P				

10.2, IOP)

TOPICS TO BE TRAINED WITHIN THE FIRST 30 DAYS—ALL STAFF

Safety / Emergency Plans

Review Emergency Equipment (1st Aid, Extinguishers, Alarms)

Participate in Emergency Drill

Urinalysis Procedures-If applicable (P&P 13.2)

Review Communicable Disease/Infection Control (P&P 8.5)

Review Posted Emergency Plans

Review Communication Techniques / De-escalation Techniques

Working with person with Co-Occurring Disorders

Review guidelines for consumers under the influence

Responding to Threats of Suicide / Suicide Risks

CPR/ First Aid Training As Required

Responding to Medical Emergencies

General

Staff Meetings Schedule (P&P 5.2)

Documentation Requirements/Other Record Keeping Functions, i.e. KPI's, CareLogic, Secure Manage, CIMOR

Schedule Heartland Center Orientation

Add New Employee to Staff Training Schedule

Program Manager/Supervisor Schedules Weekly Supervision Sessions

Demonstrate Relias Learning System/Get Relias password

Review GoToTraining procedures

*All Heartland Center staff will complete this Onboarding/OJT process and forward the completed form to Ken Maxson, Administration. All programs/sites also have a program/site specific OJT form that the new employee must complete. When completed this form is also forwarded to Ken Maxson.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Robert E Miller Group 6363 College Blvd., Suite 400 Overland Park, KS 66211	CONTACT NAME: PHONE (A/C, No., Ext): (816) 333-3000 FAX (A/C, No): (816) 822-1641	
	E-MAIL ADDRESS: _____	
INSURED Heartland Center for Behavioral Change for Behavioral Change 1730 Prospect, #100 Kansas City, MO 64127	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Ins Co	NAIC #
	INSURER B: Mo. Employers Mutual Ins.	10191
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			PHPK1222313	09/01/2014	09/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1222313	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Eg accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB471898	09/01/2014	09/01/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Ntl) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MEM1011066	09/01/2014	09/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

EXHIBIT H
INDIVIDUAL PERSONNEL PERCENTAGE OF WORK TIME

	Name of Employee	Job Classification		Basic Assignment	% of Week Time	
1	RaMona Talley	Facility Director	A	Conduct/Attend Meetings	A	10%
			B	Reports	B	10%
			C	Team Staffing	C	5%
			D	Supervise COS/CM	D	10%
			E	Unit Manager	E	50%
			F	Work with Probation/Parole	F	15%

	Name of Employee	Job Classification		Basic Assignment	% of Week Time	
2	Marque Lipscomb	Chief of Security	A	Schedule Staff	A	20%
			B	Train Security Staff	B	20%
			C	Review Policy and Proced.	C	20%
			D	Conduct/Attend Meetings	D	20%
			E	Supervise Staff	E	20%

	Name of Employee	Job Classification		Basic Assignment	% of Week Time	
3	Christina Jones	Case Manager	A	Progress/File Reviews	A	20%
			B	Reports/Paperwork	B	10%
			C	Offender Supervision	C	25%
			D	Intakes/Orientation	D	10%
			E	Job Development Referral/Follow-up	F	20%
			F	Meetings/Training	G	15%

	Name of Employee	Job Classification		Basic Assignment	% of Week Time	
4	Melissa Maza	Case Manager	A	Progress/File Reviews	A	10%
			B	Reports/Paperwork	B	10%
			C	Offender Supervision	C	20%
			D	Intakes/Orientation	D	10%
			E	Job Development-Referral/Follow-up	F	25%
			F	Meetings/Training	G	15%

	Name of Employee	Job Classification		Basic Assignment	% of Week Time	
5	Terrie Roberts	Shift Supervisor	A	Offender Security	A	20%
			B	Offender Accountability	B	20%

EXHIBIT H
INDIVIDUAL PERSONNEL PERCENTAGE OF WORK TIME

			C	Urinalysis/B.A. Testing	C	10%
			D	Required Paperwork	D	10%
			E	Supervision of Shift & Officers	E	40%

	Name of Employee	Job Classification		Basic Assignment		% of Week Time
6	Anthony Fletcher	Shift Supervisor	A	Offender Security	A	20%
			B	Offender Accountability	B	20%
			C	Urinalysis/B.A. Testing	C	10%
			D	Required Paperwork	D	10%
			E	Supervision of Shift & Officers	E	40%

	Name of Employee	Job Classification		Basic Assignment		% of Week Time
7	Beth Haney	Shift Supervisor	A	Offender Security	A	20%
			B	Offender Accountability	B	20%
			C	Urinalysis/B.A. Testing	C	10%
			D	Required Paperwork	D	10%
			E	Supervision of Shift & Officers	E	40%

	Name of Employee	Job Classification		Basic Assignment		% of Week Time
8	Mauricheia Williams	Security Officer	A	Offender Security	A	30%
			B	Room/Unit Inspection	B	20%
			C	Urinalysis/B.A. Testing	C	10%
			D	Maintain Log	D	10%
			E	Supervise Movement	E	20%
			F	Required Reports	F	10%

	Name of Employee	Job Classification		Basic Assignment		% of Week Time
9	Cynthia Williams	Security Officer	A	Offender Security	A	30%
			B	Room/Unit Inspection	B	20%
			C	Urinalysis/B.A. Testing	C	10%
			D	Maintain Log	D	10%
			E	Supervise Movement	E	20%
			F	Required Reports	F	10%

EXHIBIT H
INDIVIDUAL PERSONNEL PERCENTAGE OF WORK TIME

	Name of Employee	Job Classification		Basic Assignment	% of Week Time	
10	Venita Avery	Security Officer	A	Offender Security	A	30%
			B	Room/Unit Inspection	B	20%
			C	Urinalysis/B.A. Testing	C	10%
			D	Maintain Log	D	10%
			E	Supervise Movement	E	20%
			F	Required Reports	F	10%

	Name of Employee	Job Classification		Basic Assignment	% of Week Time	
11	Charles Lyles	Security Officer	A	Offender Security	A	30%
			B	Room/Unit Inspection	B	20%
			C	Urinalysis/B.A. Testing	C	10%
			D	Maintain Log	D	10%
			E	Supervise Movement	E	20%
			F	Required Reports	F	10%

	Name of Employee	Job Classification		Basic Assignment	% of Week Time	
12	Andrew Allen	Security Officer	A	Offender Security	A	30%
			B	Room/Unit Inspection	B	20%
			C	Urinalysis/B.A. Testing	C	10%
			D	Maintain Log	D	10%
			E	Supervise Movement	E	20%
			F	Required Reports	F	10%

	Name of Employee	Job Classification		Basic Assignment	% of Week Time	
13	Denise Mulkey	Security Officer	A	Offender Security	A	30%
			B	Room/Unit Inspection	B	20%
			C	Urinalysis/B.A. Testing	C	10%
			D	Maintain Log	D	10%
			E	Supervise Movement	E	20%
			F	Required Reports	F	10%

MBE/WBEP/PREFERENCE FOR THE BLIND
SHELTERED WORKSHOPS/PREFERENCE FOR
SERVICE-DISABLED VETERAN ENTERPRISES
(SDVSES)

EXHIBIT J

PARTICIPATION COMMITMENT

1. HCBC does not plan to participate

MISCELLANEOUS

EXHIBIT L
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The offeror must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing and Materials Management with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT L, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

As a business entity, the offeror must perform/provide each of the following. The offeror should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the offeror's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror's name and company ID, then no additional pages of the MOU must be submitted;

AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

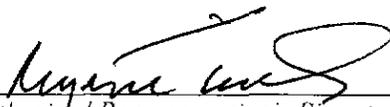
EXHIBIT L, continued

AFFIDAVIT OF WORK AUTHORIZATION:

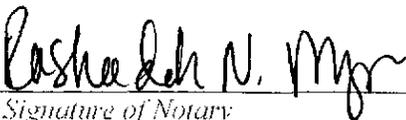
The offeror who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Myrna Trickey as President/CEO first being duly sworn on my oath, affirm Heartland Center for Behavioral Change is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Heartland Center for Behavioral Change does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

<u></u> Authorized Representative's Signature	<u>Myrna Trickey</u> Printed Name
<u>President/CEO</u> Title	<u>10/17/14</u> Date
<u>mtrickey@heartlandcbc.org</u> E-Mail Address	<u>215880</u> E-Verify Company ID Number

Subscribed and sworn to before me this 17 of October, 2014. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Jackson, State of
(NAME OF COUNTY)
Missouri, and my commission expires on August 10 2016
(NAME OF STATE) (DATE)

 10/17/2014
Signature of Notary Date

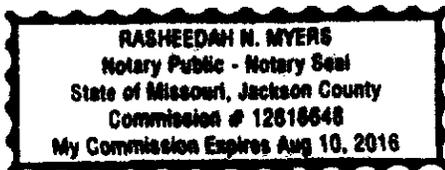


EXHIBIT L, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that Heartland Center for Behavioral Change **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: Department of Corrections

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: 04/08/2011

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: C311118001

Myrna Trickey
Authorized Business Entity Representative's
Name (Please Print)



Authorized Business Entity
Representative's Signature

Heartland Center for Behavioral Change
Business Entity Name

10/23/14
Date

mtrickey@heartlandcbe.org
E-Mail Address

215880
E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT M

MISCELLANEOUS INFORMATION

Outside United States

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror **MUST** disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes <u> </u>	No <u> XX </u>
Describe and provide details:		

Employee/Conflict of Interest:

<p>Offerors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:</p>	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	<u> 0 </u> %



Welcome Rasheedah Myers User ID RMYE1602 Last Login 02:15 PM - 10/03/2014 Log Out

Click any icon for help

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

Company Information

Company Name:	Heartland Center for Behavioral Change	View / Edit
Company ID Number:	215880	
Doing Business As (DBA) Name:		
DUNS Number:		
Physical Location:		Mailing Address:
Address 1:	1730 Prospect Ave.	Address 1:
Address 2:		Address 2:
City:	Kansas City	City:
State:	MO	State:
Zip Code:	64127	Zip Code:
County:	JACKSON	
Additional Information:		
Employer Identification Number:	431262765	
Total Number of Employees:	100 to 499	
Parent Organization:	Kansas City Community Center	
Administrator:		
Organization Designation:		
Employer Category:	State Government	

NAICS Code:	624 - SOCIAL ASSISTANCE	View / Edit
Total Hiring Sites:	1	View / Edit
Total Points of Contact:	1	View / Edit

[View MOU](#)

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Kansas City Community Center (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 215880

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

Company ID Number: 215880

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

Company ID Number: 215880

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

Company ID Number: 215880

adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

Company ID Number: 215880

authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

Company ID Number: 215880

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

Company ID Number: 215880

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

Company ID Number: 215880

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

Company ID Number: 215880

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 215880

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Kansas City Community Center

Latrice S Randolph

Name (Please Type or Print)

Title

Electronically Signed

Signature

05/26/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

05/26/2009

Date

Company ID Number: 215880

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Kansas City Community Center

Company Facility Address: 1730 Prospect Ave.

Kansas City, MO 64127

Company Alternate
Address:

County or Parish: JACKSON

Employer Identification
Number: 431262765

North American Industry
Classification Systems
Code: 624

Parent Company: _____

Number of Employees: 100 to 499

Number of Sites Verified
for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)

STATE OF MISSOURI



Jason Kander
Secretary of State

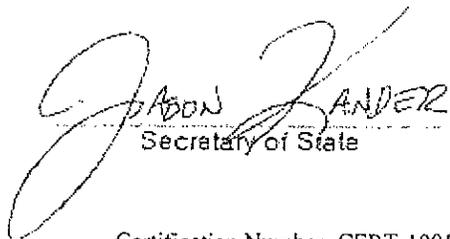
CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JASON KANDER, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

Heartland Center for Behavioral Change
N00027097

was created under the laws of this State on the 5th day of February, 1982, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 1st day of October, 2014.


Secretary of State



Certification Number: CERT-10012014-0064



Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077550279
Mar. 12, 2013 LTR 4168C 0
43-1262765 000000 00

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BODC: TE

HEARTLAND CENTER FOR BEHAVIORAL
CHANGE

% MIKE WHITE
1730 PROSPECT AVE
KANSAS CITY MO 64127-2544



039593

Employer Identification Number: 43-1262765
Person to Contact: Sophia Brown
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 15, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in November 1982.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

TO: DPMM

301 WEST HIGH STREET, RM 630

JEFFERSON CITY, MO 65101-1517

HCBC - K.C., MO.

RCVD OCT 27 14 AM 11:10 OA-DPMM

RFP NO.: B3Z14319

RETURN DUE DATE: 10/29/14 AT 2:00 PM CENTRAL TIME