

# **Utah Youth Village Policies and Procedures**

**DISCLAIMER: Utah Youth Village's Policies and Procedures Manual, as well as any other written material which may be issued from time to time, do not create a binding contract or any other obligation or liability upon Utah Youth Village. Utah Youth Village reserves the right to change these policies and procedures at any time, formally or informally, with or without notice, for any reason. Utah Youth Village also reserves the right to take any employment action it deems appropriate, and that nothing in Utah Youth Village written materials creates an express or implied contract with any person.**

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# **I. Introduction**

## **A. Mission Statement**

The mission of Utah Youth Village is to heal and elevate lives through proven family solutions.

“Help one child, help generations to come.” Lila Bjorklund, Utah Youth Village’s founder.

*Amended January 28, 2016*

*Amended April 18, 2019*

## **B. History of Utah Youth Village**

Utah Girls Village was founded in 1969 to provide a safe place for teenage girls in State’s custody to receive treatment. At that time, there were residential programs for boys, but none for girls. Lila Bjorklund brought together a volunteer Board of Trustees of outstanding, dedicated community leaders to organize and support the concept of building a home for girls.

Land, materials, equipment and money were donated by many wonderful people, and a home was completed in 1975, a second home in 1982, and a third home was purchased near Pleasant Grove in 1987. In 1989, a boys’ home was purchased in Sandy, Utah. Utah Girls Village's name was changed to Utah Youth Village at the end of 1989 due to the addition of boys to the Village's program.

In 1990, Utah Youth Village became an accredited sponsor agency with the Teaching-Family Association. In 1992, Utah Youth Village developed a treatment foster program which is known as Transitions. In 1993, Utah Youth Village developed an in-home service program known as Families First.

In 2001, Utah Youth Village began a private pay program for teenage girls from around the world which is named Alpine Academy. In 2009, Utah Youth Village created a day treatment program named Youth Village Academy. In 2013, Utah Youth Village began a web site named Smarter Parenting to share the knowledge of the Teaching-Family Model with the parents of the world.

Early in the history of Utah Youth Village, Lila Bjorklund wrote down the attributes which she believed were necessary for Board Members and Employees of Utah Youth Village:

1. Knowledge and willingness to put into practice the aims and goals of the agency for each individual child and family.
2. Devoted interest in and respect for youth as well as enjoyment in working with youth and adults.
3. A respect for and acceptance of children and parents of all religious, cultural, sexual orientations, gender identity and/or ethnic backgrounds.
4. Dedication, discipline, flexibility, patience, and behavioral appropriateness.
5. Good emotional and mental health.
6. Knowledge of self-limits and abilities with a willingness to ask for and accept help from the proper personnel.
7. Interest in and a continued willingness to participate in activities leading to professional growth.

*Amended January 28, 2016*

*Amended April 18, 2019*

## **C. Organization**

Utah Youth Village is a non-profit charitable corporation, incorporated in the State of Utah. The Village is operated by a volunteer Board of Trustees which meets four times a year and oversees the affairs of the Village. The Executive Committee, as selected by the Board, meets before the general board meetings. The Executive Director/President is appointed by the Board of Trustees and is responsible to the Board of Trustees for the operations of Utah Youth Village.

*Amended April 16, 2009*

*Amended January 28, 2016*

## **D. Purpose, Methods and Goals**

The cornerstone of the Village's treatment philosophy is the understanding of the power of parents and family to help each of us. The family is seen as the basic ingredient both of our society and of the emotional well-being of those whom we serve. A primary goal of treatment is to restore healthy parent-child relationships whenever feasible.

In 1980, the "Teaching-Family Model" was introduced into the treatment and care of the youth at the Village. The Teaching-Family Model was developed through research by the University of Kansas and the National Institute of Mental Health to provide effective residential treatment. The Village utilizes the Teaching-Family Model in all of its different programs.

Utah Youth Village is accredited by the Teaching-Family Association. As part of this accreditation Utah Youth Village demonstrates that it complies with the goals of the Teaching-Family Model -- to provide treatment to individuals and families which is:

- Humane
- Effective
- Individualized
- Inviting and conscientious of Consumer Satisfaction
- Trauma Informed

Utah Youth Village uses the four components of a Teaching-Family Model integrated systems approach to achieve fidelity in replication of the evidence-based systems of the Model:

1. Facilitative Administration
2. Training
3. Consultation/Supervision
4. Evaluation

The treatment processes used by Utah Youth Village comply with the six elements of Teaching-Family model which are:

- Teaching
- Self-Determination
- Relationships
- Family-Sensitive Approach
- Diversity
- Professionalism

*Amended January 28, 2016*

*Amended April 18, 2019*

## **E. Programs**

**Community Family Home Care** - The Teaching-Family Model differs from traditional group home care in that the treatment to the youth is provided by the family home parents, whom we call Family Teachers. The Family Teachers are trained and closely supervised in the components of the Teaching-Family Model. Over time, they develop remarkable parenting skills. Their work as Family Teachers is the only job.. This structure reflects that of a typical family where the

treatment (parenting) comes from the youth's parents, not necessarily from outside professionals. The treatment is provided in a family-style environment. To the extent possible, the Family Teachers attempt to create a family environment. They model and teach appropriate family roles.

**Foster Care** – The Village operates several different types of foster homes. The foster homes use the Teaching-Family Model to provide treatment to the children placed in their home. Unlike family homes, foster care treatment takes place in the homes of contracted foster parents who have agreed to meet the standards and expectations set forth by the State of Utah and Utah Youth Village to care for children in their home. Like Family Teachers, the foster parents undergo professional training and become experts in the Model. The foster parents create a safe environment for the children in their home and model appropriate family roles.

**Families First** – The Families First program uses the Teaching-Family Model through the use of Families First Specialists who are professionally trained in the Model. The Specialists work with families in need in their own home. They create change in families by teaching parents skills to manage their children and build positive relationships, introduce the family to resources and provide concrete assistance, where needed. The Specialists provide individual treatment planning and coaching to each family, while also remaining on call for crisis support.

**Mentoring** – The Mentoring program uses the Teaching-Family Model through the use of Mentors who are training in the principles of the Teaching-Family Model. They work with parents or youth in their home or in whatever environment can be helpful to the parent or youth. Their focus is to monitor the youth's behavior while in the community, provide academic support, tutoring, guidance, coaching, training, and to coordinate with the youth's legal guardian.

**Alpine Academy** – Alpine Academy is a residential treatment center that provides treatment to teenage girls using the Teaching-Family Model. Like the Village family homes, Alpine Academy uses Family Teachers to provide a family-like environment in family home settings on an enclosed campus. The Family Teachers work alongside other professionals to oversee the care and support of the girls while they are in treatment, in addition to providing parent training in the Model.

**Smarter Parenting** – The Village offers parenting classes and support on the Internet, through life coaching and in-person classes. The foundation of the Smarter Parenting website and YouTube Channel is the Teaching-Family Model. The instructors, coaches and administrators of these programs offer materials and training in Teaching-Family Model principles. The goal of these programs is to strengthen families and provide support to families in crisis, both locally and throughout the world.

The Village has seen remarkable progress in the lives of the girls, boys and families referred to it. Our underlying philosophies, together with well-researched components of the Teaching-Family Model, have resulted in programs which can consistently and predictably change the behaviors of youth and families in need.

*Approved January 28, 2016*

*Amended April 18, 2019*

## **II. POLICIES AND PROCEDURES**

### **A. Employment**

#### **1. Advertising Employment Opportunities**

Employment openings will be advertised for the purpose of attracting the most qualified person for the position. Advertising will be done in a way appropriate to making the availability of the position as widely known as possible among those whom the Village perceives to be reasonably potential applicants.

*Adopted approximately 1984*

*Amended June 23, 1995*

*Approved January 28, 2016*

#### **2. Equal Opportunity**

Utah Youth Village is fully committed to policies of equal opportunity and nondiscrimination. Accordingly, Utah Youth Village shall not commit any form of unlawful discrimination, unlawful harassment or unlawful prejudicial treatment of an individual on the basis of race, religion, national origin, color, sex, age, disability, or protected activity/status under anti-discrimination statutes. Utah Youth Village shall comply with State and Federal laws regarding discrimination.

Any allegation of unlawful discrimination, unlawful harassment or unlawful prejudicial treatment shall be investigated by either the Executive Director or his/her designee or the Chairperson of the Board of Trustees or his/her designee. Any employee who becomes aware of circumstances that may constitute unlawful discrimination, unlawful harassment or unlawful prejudicial treatment of an individual or becomes aware of an allegation that the Village or its employees have committed an unlawful discrimination, unlawful harassment or unlawful prejudicial treatment of an individual, shall immediately notify either the Executive Director, or the Chairperson of the Board of Trustees.

In compliance with federal law, all persons hired will be required to verify identity and eligibility to work in the United States and to complete the required employment eligibility verification document form upon hire.

Factual information regarding a claim of unlawful discrimination, unlawful harassment or unlawful prejudicial treatment shall be treated confidentially and shared with other employees or individuals on a "need to know" basis or as might otherwise be necessary to protect the lawful interests of Utah Youth Village, its employees or clients.

*Adopted approximately 1984*

*Amended February 2003*

*Amended April 16, 2009*

### **3. Understanding Employment at Utah Youth Village**

Each employee of Utah Youth Village will sign the following statement:

I acknowledge that I have access to the Policies and Procedures of Utah Youth Village.

I accept responsibility for coming to an understanding of the policies and raising questions about any policies that I don't understand.

I agree to abide by all of the provisions of these Policy and Procedures, including those items that are included by reference and the items in the Appendix, including those items that may from time to time be changed or amended by the Board of Trustees.

I acknowledge that the Board of Trustees may from time to time, in its discretion, amend these policies and procedures and that I will be bound by these amendments.

I agree and understand that I serve at the pleasure of the Board of Trustees which means that I am an "at-will" employee such that I can be terminated for cause, no cause, or for no reason at all.

I understand that only the Board of Trustees of Utah Youth Village has the power or authority to change the at-will nature of my employment at Utah Youth Village. In other words, no matter what a supervisor or officer of the Village might say, the Board of Trustees can terminate me with or without cause unless the Board of Trustees offers to me a separate working employment agreement.

I understand that no such separate working agreements have been offered by the Board of Trustees.

A copy of this document will be kept in the employee's personnel file.

*Approved June 23, 1995*

*Amended April 16, 2009*

*Amended January 28, 2016*

#### **4. Authority to Offer Employment**

No offer of employment may be made for any position until the proposed employee has been specifically approved by that Division Director, the Program Director or Executive Director.

No position shall be created without approval of that Division Director and the Program Director or Executive Director.

*Adopted approximately 1984*

*Amended June 21, 1991*

*Amended April 16, 2009*

*Amended January 28, 2016*

#### **5. Recruiting Employees**

When hiring an employee:

- a) existing personnel shall be notified of available positions, where applicable, by email or disclosure in staff meetings;
- b) three references must be obtained for every new employee and the information obtained from the references must be noted and placed in the employees file;
- c) the person in charge of hiring an employee must look at the potential employees social media accounts that are open to the public and report any conclusions drawn from looking at said social media accounts;
- d) an applicant that gets an interview shall receive a job description where appropriate;
- e) final candidates shall be given the opportunity to speak with currently-employed personnel, where appropriate;
- f) hiring records shall be retained in accordance with legal requirements;
- g) applicants shall be encouraged to complete the Predictive Index analysis; and

h) UYV shall use appropriate interview questions that comply with employment and labor laws.

All potential employees will be required to submit to a criminal background investigation that must be cleared prior to being left alone with any program youth.

*Amended May 25, 1995*

*Amended April 16, 2009*

*Amended January 28, 2016*

*Amended April 18, 2019*

## **6. Employee History of Child Abuse Disclosure**

Each employee of Utah Youth Village will read and sign a document acknowledging the following:

“I, the undersigned, guarantee that no charges of child abuse or neglect of any kind have ever been filed against me. “

This signed document will be filed as part of the employee’s personnel file.

*Amended January 28, 2016*

## **7. Risks of Work with Youth and Families**

Any position has associated benefits and drawbacks or risks to the individual. The Family Teachers, Associate Family Teacher, Behavior Specialist, Teacher, Therapist, and Family Specialist positions have innumerable benefits spiritually, physically and emotionally. The positions have, however, possible exceptional risks associated with it.

Each staff person working directly with youth in the above-named positions will read and sign a document with the following risks outlined. Each staff person will be given the opportunity to review the document and ask questions before signing.

a. Risks to you:

- 1) The workload you will encounter in working with youth and families could physically and emotionally exhaust you. Any emotional areas, either individually or as a couple, that are susceptible to stress for you will possibly increase and be tested to its limits due to living in a family home, visiting families where the residents have severe mental and emotional problems, or otherwise working with program youth and their families.

- 2) It is likely that you will be subjected to verbal and/or physical threats, sexual misconduct or aggressive behavior by youth or adults.
- 3) Personal belongings (furniture, automobiles, money, etc.) may be vandalized or stolen. You must supply your own insurance coverage for your belongings and personal property.

b. Risks to Your Children for Family Teachers:

- 1) The work level you will encounter as Family Teachers may infringe on much of the time possibly spent with your own children. That time will now be shared with Teaching-Family youth. We know of no predictable negative side effects except the pre-seven year old natural child may engage in a higher frequency of negative behaviors to gain attention from parents. This is particularly evident during transition, which lasts about six months.
- 2) Your children will be living, working, and playing alongside your Teaching-Family youth who have varied backgrounds, behavioral, mental or emotional problems. Although we know of no negative side effects, the long-term effects on your children are unknown. Constant monitoring of natural children is expected at all times. The children of staff should never be left under the supervision of a treatment youth.
- 3) Although you will probably experience a broadening of your children's experiences by raising them at your Teaching-Family home, there is always the possibility that your child could be subjected to verbal and/or physical threats or attacks, sexual experimentations, or molestations by a youth in your Teaching-Family home. It is your responsibility to be aware of your child's location at all times and to keep them out of circumstances where they would be vulnerable to abuse, attacks, sexual experimentations or molestations.

This signed document will be filed as part of the employee's personnel file.

*Amended May 25, 1995*

*Amended April 16, 2009*

*Amended January 28, 2016*

## **8. Merit Reviews**

Salaries are reviewed at the end of each fiscal year for all employees in relation to merit evaluations or as otherwise provided in Village Policies and Procedures. The average percentage of merit pay available will be determined by the Board of Trustees.

Adopted February 17, 1987

Amended April 12, 1988

Amended December 20, 1988  
Amended April 29, 1991  
Amended October 21, 1993  
Amended March 31, 1995  
Amended May 24, 2001  
Amended April 16, 2009  
Amended January 28, 2016

## **9. Salary and Wage Policy**

Utah Youth Village is a non-profit, charitable, eleemosynary organization. Its sole purpose is changing the lives of troubled children and families. As such, Utah Youth Village is not an enterprise for business purposes, and is therefore not subject to the National Fair Wage and Standards Act (29 CFS 779.214).

Utah Youth Village agrees, however, with the policies of the Act and voluntarily abides by it. The following is a review of those positions held at Utah Youth Village and a description of their status as if Utah Youth Village were subject to the Fair Labor Standards Act. Employees who are not otherwise exempt under the FLSA will be paid time and a half for the time they work over 40 hours in every week. Work weeks start at 12:00 am Sunday Morning and go until 11:49 pm Saturday evening.

### **President/Executive Director (CEO), Program Director (COO), Director of Finance (CFO) and Director of Development** – Salaried, Exempt:

These officers and administrators receive salaries of at least the weekly minimum rate authorized by the FLSA or more per week. It is their primary duty to manage the affairs of the non-profit organization, including but not limited to volunteers. They have direction over two or more employees and/or volunteers and regularly supervise them. They have authority to hire and fire employees. They are exempt under the Executive category of the Act.

### **Division Directors, Other Directors, and School Principal** – Salaried, Exempt:

These individuals each have salaries of at least the weekly minimum rate authorized by the FLSA or more per week. The primary duty of these employees is the management of their division or department of this non-profit, charitable entity. The departments and subdivisions of this non-profit, charitable entity are recognized units which are discrete and easily described. The employees' primary duty includes customary and regular direction of two or more employees and full-time equivalent volunteers. These employees have

authority to hire and fire employees. These employees would be exempt under the Executive exemption of the Act.

**Consultants, Supervisors, Trainers, Evaluators, Families First Coordinators** – Salaried:

Exempt for those whose salaries exceed the weekly minimum rate authorized by the FSLA or more per week. Those who qualify for the exemption for administrative employees have a primary duty of the performance of office and non-manual work directly related to management policies and the general charitable operations of Utah Youth Village and Utah Youth Village's beneficiaries.

These employees work to accomplish the policies of Utah Youth Village and carry out these policies as determined by top management. Indeed, these employees and their needs and assessments often drive policy at Utah Youth Village. The duties of these individuals are to administer, oversee, train, evaluate, and supervise other individuals who work directly with the youth. These individuals are specialists in the Teaching-Family Model and applied behavioral techniques. As such, they apply specialized consultation, training, and evaluative services for the benefit of Utah Youth Village.

The work of these employees is absolutely critical to the management and operation of Utah Youth Village. Without their job duties and tasks, it would be impossible to implement the Teaching-Family Model and to provide an applied behavioral psychological system of treatment for the benefit of children and families. The duties, tasks, schedules, and responsibilities of these individuals vary substantially from day to day and week to week. They do not perform duties that would be regarded as routine or clerical. They frequently become the original authors of evaluative, supervisory, and training materials.

The work of these individuals requires extensive discretion and independent judgment. These individuals have authority and power to make independent choices free from the immediate direction of their division directors with respect to most of the matters involved in supervising, training, and evaluating the staff, volunteers, and child care professionals served by Utah Youth Village. These individuals regularly and customarily exercise their discretion and independent judgment in terms of every facet of their consultation, training and evaluation duties. The decisions made by these individuals are decisions that will formulate and provide the undergirding for the policies of Utah Youth Village regarding the spheres of their responsibility. These individuals have reasonable latitude in carrying on negotiations with their employers/employees. They are constantly in the process of imparting knowledge, making decisions, and advising other individuals regarding those individuals' job performance and the implementation of the Teaching-Family Model.

The primary duty of consultants in Transitions is the performance of work directly related to the management or general business operations of the Treatment Foster parents who contract for services from Utah Youth Village.

Those who qualify for the executive exemption of the FLSA have as a primary duty to manage a subdivision of Utah Youth Village that includes the supervision of at least two employees. These executive individuals have the authority to hire, fire and advance the employees under their supervision, or their opinions are given particular, if not determinative weight.

These employees whose salaries do not exceed the minimum weekly rate authorized under the FLSA will be paid a fixed salary for fluctuating hours according to 29 CFR 778.114. These employees shall maintain their time for each pay period. It shall be the employee's responsibility to submit their work time to Utah Youth Village's accountant on the work day before the next pay day. Pay days at Utah Youth Village are every two weeks. No time card will be accepted without the signature of at least one supervisor. Time cards which are not appropriately signed by a supervisor or which are submitted too late for the accountant to include the time in payroll will be processed one week later in a supplemental payroll. The employee is responsible for ensuring that their work hours are recorded accurately. By submitting their time they are acknowledging that it is accurate.

**Family Teachers** – Hourly:

Utah Youth Village enters into an agreement of understanding with its Family Teachers regarding the number of hours they work per week. The number of hours worked by Family Teachers varies dramatically from week to week with no predictability. Moreover, because Family Teachers reside on the premises of the family homes for extended periods of time, it is obvious that they are not working all of the time that they are on the premises.

Ordinarily they may engage in normal private pursuits, and clearly have enough time for sleeping, eating, entertaining, and enjoying other periods of complete freedom from on-site duties and where they are also able to leave the premises for purposes of their own pursuits. It is, of course, difficult to determine the exact hours worked under these circumstances. Utah Youth Village therefore enters into a reasonable agreement with the Family Teachers to determine the average hours worked every week.

They and their supervisors take into consideration all of the pertinent facts regarding their employment with Utah Youth Village over time. Among other things, the average hours worked by Utah Youth Village Family Teachers, based on annual time studies over the

years are determinative in calculating the average overtime per week earned by the Family Teachers. See section 785.23 of the Labor Department's Interpretive Bulletin, Part 785.

The following are guidelines for calculating the number of hours which the Family-Teacher believes he or she normally works through the course of a work week. If the Family Teacher is usually able to obtain eight hours of uninterrupted sleep per night, then sleeping time shall not be counted toward those hours. Family Teachers may choose to sleep less than eight hours per night as a result of their own individual agendas, lack of organization, or personal interests. These reasons would not allow the employee to generally count as working hours the eight hours of sleeping time. Family Teachers should not count meals where they would generally not be involved in on-going teaching interactions with youth. They should not count time which is not involved in the affairs of the family home for Teaching-Family Model purposes. For example, Family Teachers would not count time when they are able to be in their residential portion of the family home, playing with their children, doing personal items, reading, watching TV for their personal enjoyment or leaving the home.

**Associate Family Teachers, Behavior Specialists** – Hourly:

Associate Family Teachers shall maintain a time card for each pay period. It shall be the Associate Family Teacher's responsibility to submit the time card to Utah Youth Village's accountant on the work day before the next pay day. Pay days at Utah Youth Village are every two weeks. No time card will be accepted without the signature of at least one supervisor. Time cards which are not appropriately signed by a supervisor or which are submitted too late for the accountant to include the time in payroll will be processed one week later in a supplemental payroll.

The Associate is responsible for ensuring that their work hours are recorded accurately on their time card. By signing their time card they are acknowledging that it is accurate.

Associate Family Teachers will not be salaried individuals. They will be paid by the hour at an hourly rate. When an Associate Family Teacher is on duty for 24 hours or more, in calculating the hours worked per week, they shall not include bona fide meal periods where they are not engaged in direct teaching interactions with the youth and must exclude not more than eight hours of sleep time if that time is reasonably available.

The sleeping facilities at Utah Youth Village are adequate and family-like in their environment, and the Associate can usually enjoy an uninterrupted eight hours of sleep if the employee chooses to sleep for eight hours. If the employee chooses, for personal reasons or because of a lack of personal organization, to stay up late into the night or early

morning and therefore obtain less than eight hours of sleep, the employee may nonetheless not count that time toward the hours worked per week. If the sleeping period is interrupted by a call to duty, the interruption shall be counted as hours worked. If the period is interrupted to such an extent that the employee cannot get a reasonable night's sleep of at least five hours, the entire period, including any sleep hours must be counted as hours worked. Associate Family Teachers shall be paid time and a half for every hour worked over forty hours during a Sunday to Saturday work week. Associate Family Teachers must have prior approval from a supervisor to work overtime.

**Non-Supervisory Accounting Staff** – Hourly, Not Exempt:

The non-supervisory accounting staff at Utah Youth Village has the duty to create financial statements, do payroll, and track the checking accounts and to oversee the bank funds. For purposes of the Fair Labor Standard Act, the accounting staff would not be considered exempt employees. The accounting staff shall record their hours during each pay period and shall submit to the director of finance their hours for signature before each payroll is produced.

These employees shall maintain a time card for each pay period. It shall be the employee's responsibility to submit the time card to Utah Youth Village's accountant on the work day before the next pay day. Pay days at Utah Youth Village are every two weeks. No time card will be accepted without the signature of at least one supervisor. Time cards which are not appropriately signed by a supervisor or which are submitted too late for the accountant to include the time in payroll will be processed one week later in a supplemental payroll. The employee is responsible for ensuring that their work hours are recorded accurately on their time card. By signing their time card they are acknowledging that it is accurate.

**Secretarial, Receptionist, Support, Maintenance Staff** – Hourly – Not Exempt:

If the Fair Labor Standards Act applied to Utah Youth Village, these employees would not be exempt employees. They shall work on an hourly basis and not a salaried basis. They shall work no more than forty hours per week without the express, prior approval of their supervisor. They shall track their hours on a time card during each pay period. They shall be responsible to submit their hours to the accountant on the business day before the pay day. Their time card must be signed by their supervisor to qualify for payment. If their supervisor is otherwise unavailable they can submit their card subsequent to their supervisor's later signing of their card. To the extent that these employees receive more than twenty minutes of personal phone calls during work time during the day, these employees shall not include as work time the time spent on personal calls beyond said twenty minutes.

These employees shall maintain a time card for each pay period. It shall be the employee's responsibility to submit the time card to Utah Youth Village's accountant on the work day before the next pay day. Pay days at Utah Youth Village are every two weeks. No time card will be accepted without the signature of at least one supervisor. Time cards which are not appropriately signed by a supervisor or which are submitted too late for the accountant to include the time in payroll will be processed one week later in a supplemental payroll. The employee is responsible for ensuring that their work hours are recorded accurately on their time card. By signing their time card they are acknowledging that it is accurate.

**Families First Specialists** – Hourly:

These individuals shall be paid on a fixed salary on a fluctuating hour's basis according to 29 CFR 778.114. Specialists shall track their hours worked on an hourly basis and submit their hours worked on a weekly basis. They shall seek permission to work overtime hours before they work the overtime hours. Specialists are responsible to insure that the hours they turn into Utah Youth Village are accurate and complete.

These employees shall accurately maintain a record of their work time for each pay period. It shall be the employee's responsibility to submit the time to Utah Youth Village's accountant on the work day before the next pay day. Pay days at Utah Youth Village are every two weeks. No time card will be accepted without the signature of at least one supervisor. Time cards which are not appropriately signed by a supervisor or which are submitted too late for the accountant to include the time in payroll will be processed one week later in a supplemental payroll. The employee is responsible for ensuring that their work hours are recorded accurately. By submitting their time they are acknowledging that it is accurate.

**School Teachers** – Salaried, Exempt:

School teachers, working for Utah Youth Village are exempt and salaried.

**Therapists** – Salaried:

Therapists who earn more than at least the weekly minimum rate authorized by the FLSA per week are exempt under the Professional exemption of the FLSA. Their primary duty is performing work requiring knowledge of an advanced type in the field of social work, counseling, or psychology which is acquired by a prolonged course of specialized intellectual instruction and study. Therapists receive training in the Teaching-Family Model. These employees consistently exercise discretion and judgment in their jobs.

Therapists who do not earn more than at least the weekly minimum rate required by the FSLA per week are paid a fixed salary for fluctuating hours per 29 CFR 778.114. These employees shall maintain their time for each pay period. It shall be the employee's responsibility to submit their work time to Utah Youth Village's accountant on the work day before the next pay day. Pay days at Utah Youth Village are every two weeks. No time card will be accepted without the signature of at least one supervisor. Time cards which are not appropriately signed by a supervisor or which are submitted too late for the accountant to include the time in payroll will be processed one week later in a supplemental payroll. The employee is responsible for ensuring that their work hours are recorded accurately. By submitting their time they are acknowledging that it is accurate.

*Amended: April 16, 2009*

*Amended: January 28, 2016*

*Amended Administratively: December 5, 2016*

## **10. Workweek and Pay Schedule**

- a. The workweek for hourly employees shall begin at 12:01 a.m. each Sunday morning and end at 12:00 p.m. each Saturday night.
- b. The pay schedule for Utah Village is biweekly, paid on Friday. Hourly employees are paid through the end of the work week prior to pay day. Salaried employees are paid through the end of the work week including the pay day.
- c. Every employee must notify Utah Youth Village of any time not worked during a regular work week during normal hours in which the employee's reason for not working is a result of illness, injury or other conditions for which a person would normally take sick leave. The reported hours must be counted as sick leave for salaried or hourly employees.

*Adopted August, 1993*

*Amended May 24, 1995*

*Amended January 28, 2016*

## **11. Jury Duty**

Employees called for jury duty will be granted paid leave. Utah Youth Village will pay the employee their current salary/wages for no more than three days. The employee must notify their supervisor when they are expected to report for jury duty.

*Adopted February 17, 1987*

*Amended September 25, 1996*  
*Amended January 28, 2016*

## **12. Resignation of Employment**

- a. Family Teachers and Associate Family Teachers are expected to provide a minimum of thirty (30) days' written notice of resignation.
- b. Teaching-Family site administrators such as the Executive Director, Program Director, Director of Training, Director of Evaluation, Division Directors, Coordinators and Consultants/Supervisors are expected to provide a minimum of sixty (60) days' of written notice.
- c. Other employees are expected to provide a minimum of fourteen (14) days' written notice of resignation.
- d. Accrued sick leave and vacation will not be compensated.
- e. Employees who resign without providing Utah Youth Village appropriate notice may seriously damage the Village by impairing its capability to care for youth, by causing the Village to breach its contracts, or by impairing the Village's ability to receive income. Utah Youth Village reserves the right to withhold and keep any pending payments to an employee, other than their regularly scheduled paycheck, as compensation for damage that occurs if an employee resigns without providing adequate notice.

*Adopted February 17, 1987*  
*Amended September 21, 1987*  
*Amended May 25, 1995*  
*Amended April 16, 2009*  
*Amended January 28, 2016*

## **13. Termination of Employment**

An employee choosing to terminate employment with Utah Youth Village will give his/her notice of termination in writing to the appropriate Division Director, Program Director or Executive Director subject to the requirements of these Policies and Procedures. Any employee who terminates their employment at UYV may have the opportunity to participate in an exit interview unless the Executive Director determines that such an interview would not be in the best interest of UYV or its clients. All employees serve at the pleasure of the Board of Trustees and, as such, are subject to termination with or without cause. The following are examples, though not an exhaustive list, of reasons for immediate dismissal for cause based on the reasonable perceptions of an employee's supervisor(s):

- a. Incompetence or inefficiency in the performance of duty.

- b. Carelessness or negligence in the performance of duty.
- c. Use of inappropriate, unwarranted or excessive force in the treatment of residents, fellow employees, or other persons.
- d. Negligent or willful conduct which causes damage to property or results in waste of Utah Youth Village supplies.
- e. A willful or careless false statement or report.
- f. Failure to implement feedback or instructions from a supervisor.
- g. Failure to effectively meet the needs and demands of an employee's consumers and /or supervisors.
- h. Abuse of prescription drugs or use of controlled substances.
- i. Propagation or participation in physical or emotional abuse in the workplace.
- j. Failure to adhere to reasonable safety precautions and requirements as set forth in licensing standards, contract stipulations or Utah Youth Village Policy and Procedures.
- k. Any other conduct that puts at risk the safety of children
- l. Theft/Fraud
- m. Use of abusive language
- n. Being under the influence of illegal drugs, misused prescription drugs or alcohol during work hours
- o. Sexual harassment
- p. Failure to implement safety rules and regulations
- q. Insubordination
- r. Disclosure of company secrets
- s. Unauthorized expenditures
- t. Sharing confidential information
- u. Violation of Village Policies and Procedures
- v. Engaging in conduct or services which constitute a conflict of interest without appropriate authorization

*Adopted February 17, 1987*

*Amended December 20, 1988*

*Amended December 2, 1991*

*Amended May 25, 1995*

*Amended September 25, 1996*

*Amended April 16, 2009*

*Amended January 28, 2016*

*Amended April 18, 2019*

## **14. Employee Benefits**

### **a. Holidays**

The following days will be considered as legal holidays for Utah Youth Village employees with the exception of Family Teachers, Associate Family Teachers, and other employees as excluded by Program Director:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Fourth of July
- 24th of July
- Labor Day
- Thanksgiving
- Friday immediately following Thanksgiving
- Christmas

The Executive Director has the option of granting additional adjacent days.

*Adopted February 17, 1987*

*Amended October 21, 1993*

*Amended June 23, 1995*

*Amended January 17, 2007*

*Amended April 16, 2009*

*Amended January 28, 2016*

**b. Insurance**

All employees, both full- and part-time, are covered by the Utah Workmen's Compensation laws while on duty for Utah Youth Village. A group medical and hospital insurance plan is provided for all full-time employees. A percentage of the cost is paid by Utah Youth Village, which is established by the plan documents, as amended, and which is hereby incorporated by reference. Life insurance and disability insurance is currently provided to full-time employees.

*Adopted February 17, 1987*

*Amended October 21, 1993*

*Amended May 25, 1995*

*Amended April 16, 2009*

*Amended January 28, 2016*

**c. Retirement**

The Village does provide a retirement plan for all full-time employees as defined by the UYV plan. The Village's retirement plan(s), as amended, are hereby adopted as policies and procedures and are incorporated herein by reference.

*Adopted approximately 1984*

*Amended September 26, 1989*

*Amended April 16, 2009*

*Amended January 28, 2016*

**d. Severance Pay**

Utah Youth Village does not provide severance pay.

*Adopted January 28, 2016*

**e. Cafeteria Plan**

A Cafeteria Plan was approved by the Board on June 17, 1986 and is provided to all qualifying employees. The terms and conditions of the Utah Youth Village Cafeteria Plan, as amended from time to time and as shown in the employee benefits materials, are included herein by reference.

*Adopted June 17, 1986*

*Amended April 16, 2009*

**f. Vacation - Vacation time will be accrued as follows:**

- 1) Family Teacher - Subject to the approval of their supervisor, each Family Teacher may accrue no more than 96 hours of vacation accrued at a rate of 8 hours per month worked. After the completion of two years of employment, each Family Teacher may accrue a maximum of 132 hours of vacation accrued at a rate of 11 hours per month worked. After the completion of four years of employment, the Family Teacher will be eligible to accrue no more than 168 hours of vacation, earned at a rate of 14 hours per month worked. Specific application: Family Teachers will accrue vacation days in the same manner as all other Utah Youth Village employees and at the same rate. Family Teachers will take vacation days based on an eight-hour workday regardless of the Associate hours required to cover the home. Family

Teachers must discuss vacation requests with their supervisor before approval. Vacation requests will be approved after considering the stability of the home, needs of the youth in the home, and the Family Teachers' needs in that order of priority. Family Teachers will be expected to submit a formal request for vacation days and arrange the schedule to make sure the home is covered while they are gone. Family Teachers are encouraged to take one week of vacation every six months in order to stay refreshed and rested to tend to the needs of the family home youth. Frequent vacations interfere with the stability of the home and can have adverse impact on program youth. The approval of the Division Director is required for vacation requests of any length that exceed one seven-day vacation in a six-month time period. Family Teachers may not take vacation during their last 30 days of employment. Each day of vacation is equal to eight vacation hours. For example, a Family Teacher request for five vacation days means 40 hours of vacation time will be deducted for each Family Teacher. Approved vacation days will be noted on the associate's time card as "Approved Vacation" in the notes box, and overtime during this period will not be deducted from the Family Teacher vacation hours. Family Teacher vacation days may not be combined with more than two days of weekly time off. For example, Family Teachers may not take two days of time-off, then five days of vacation time and then two more days of time-off. "Bookending" vacation time with time-off before and after is not allowed.

"Approved Overtime" is overtime hours for Associate Family Teachers which are not deducted from the Family Teacher vacation hours and may only be approved by the consultant/supervisor and the family home director. All approved overtime must be approved by the supervisor before the overtime occurs. Approved overtime hours should be recorded on the associate's time cards as "approved overtime" in the notes box next to the approved time period. Approved overtime is not deducted from the Family Teacher vacation hours. Associate Family Teacher overtime hours which are not approved will be known as "Unapproved Overtime" and will be deducted from the Family Teacher vacation hours. The supervisor will ensure that the Associate Family Teacher time card will have this recorded on the notes line next to any unapproved overtime periods. Associate Family Teacher overtime hours will be evenly split between each Family Teacher in the home and deducted from their vacation hours. Family Teachers are responsible for managing their Associate Family Teachers' electronic timecards to ensure that overtime is only used when approved by them or the supervisor. If an Associate Family Teacher inadvertently uses overtime hours, the Family Teacher may deduct each hour of overtime from their vacation hours by splitting the overtime hours and deducting them from each of the Family Teachers' vacation hours.

- 2) Associate Family Teacher - Subject to the approval of the Family Teacher couple, Associate Family Teachers may accrue no more than 96 hours of vacation accrued at a rate of eight hours per month worked. After the completion of three years of employment, Associate Family Teachers may accrue a maximum of 132 hours of vacation accrued at a rate of 11 hours per month worked. After the completion of four years of employment, they will be eligible to accrue no more than 168 hours of vacation, earned at a rate of 14 hours per month worked.
- 3) Salaried, Non-Family Home Staff - Salaried staff can accrue no more than 96 hours vacation earned at a rate of eight hours per month worked. After the completion of three years of employment, they will be eligible to accrue no more than 132 hours of vacation, earned at a rate of 11 hours per month worked. After the completion of four years of employment, they will be eligible to accrue no more than 168 hours of vacation, earned at a rate of 14 hours per month worked.
- 4) Hourly Non-Family Home Staff - Hourly staff can accrue no more than 96 hours of vacation, earned at a rate of 8 hours per month worked. After completion of three full years of full-time employment, they can accrue no more than 132 hours vacation, earned at a rate of 11 hours per month worked. After completion of four years of full-time employment, they are eligible to accrue no more than 168 hours of vacation, earned at a rate of 14 hours per month worked.
- 5) Part-Time Staff - Part-time staff is anyone working fewer than 30 hours per week. Part-time staff is not eligible for paid leave. When an employee transitions from full-time to part-time, they lose any accrued vacation on the day they transition.
- 6) Employees who work fewer than 40 hours per week, but 30 hours per week or more, can accrue no more than 72 hours of vacation, earned at a rate of six hours per month worked. After completion of three full years of full-time employment, they are eligible to accrue no more than 99 hours vacation, earned at a rate of 8.25 hours per month worked. After completion of four years of full-time employment, they are eligible to accrue no more than 126 hours of vacation, earned at a rate of 10.50 hours per month worked.

For purposes of determining vacation hours which are carried over from one year to another, a year shall be based on the calendar year. Vacations are with full pay. In order to encourage employees of the Village to use their accumulated vacation time to reduce stress, vacation which has not been used at the time of an employee's termination is lost. In other words, Utah Youth Village will not compensate an employee for accrued vacation days upon the person's termination. No more than

forty hours can be used by a non-family home employee during the last thirty days of his/her employment, notwithstanding the reason for termination.

- 7) For all employees other than Family Teachers and Associate Family Teachers, a vacation Request Form must be made through the Utah Youth Village MIS for approval by the immediate supervisor a minimum of five working days prior to planned vacation.
- 8) Family Teachers and Associate Family Teachers must submit a request through the Utah Youth Village MIS within 30 days of any planned time away of over three days to allow time to address scheduling conflicts. All vacation privileges are subject to the approval of the employee's supervisor and the Program Director.

As defined herein, length of employment such as having worked one or two years refers to years of full-time employment for Utah Youth Village. An employee works full time if they average more than thirty hours per week in employment.

*Adopted February 17, 1987*

*Amended June 21, 1991*

*Amended October 21, 1993*

*Amended May 25, 1995*

*Amended June 23, 1995*

*Amended October 8, 2002*

*Amended March 1, 2006*

*Amended April 16, 2009*

*Amended January 28, 2016*

**g. Sick Leave**

All full-time employees, except as otherwise provided herein, will be permitted to accumulate paid sick leave at a rate of eight (8) hours per full month of employment. Employees who work less than 40 hours a week but 30 hours per week or more, will be permitted to accumulate paid sick leave at a rate of six (6) hours per full month of employment. No more than 192 hours may be accumulated by an employee.

Family Teachers are not eligible for paid sick leave.

Employees who become eligible for benefits from the disability insurance provided by the Village must apply for it and use its benefits in lieu of sick leave, to the extent that the insurance benefits are provided.

No more than three (3) days paid sick leave shall be available to an employee during their last month of employment with the Village. Paid sick leave, for any employee, which is not used by the time the employee terminates employment with the Village is lost. No compensation is paid to employees for sick leave which is unused at the time of their termination.

Sick leave beyond those days accumulated or allowed may be granted, with or without pay, for any full-time employee at the discretion of and with the approval of the Executive Director.

A Leave Request should be submitted in the Village MIS system and approved by the appropriate Division Director in advance of a leave, if feasible. This approval will then become a part of the employee's personnel file. In the event of an employee taking sick time, a supervisor may request a doctor's note for the missed work time.

*Adopted February 17, 1987*

*Amended June 21, 1991*

*Amended December 2, 1991*

*Amended October 21, 1993*

*Amended April 3, 1995*

*Amended February 24, 2000*

*Amended February 19, 2003*

*Amended April 16, 2009*

*Amended January 28, 2016*

*Amended April 18, 2019*

#### **h. Emergency Leave**

Any full-time employee of Utah Youth Village may be granted emergency leave for emergencies involving their immediate families. This can be leave with pay if the employee has otherwise exhausted their paid sick leave or paid vacation leave. Time off will be considered on the basis of the distance needed to travel, the emergency situation and other related factors. Utah Youth Village would grant up to five (5) days leave in such emergency at the discretion of the Executive Director. This would include the death or serious injury or illness of husband or wife, children, parents, siblings or other relatives with whom the employee may have spent a good part of their life, and therefore developed a relationship commensurate with that of a regular family.

*Adopted February 17, 1987*

*Amended December 20, 1988*

*Amended May 25, 1995*

*Amended April 16, 2009*

**i. Disability Leave**

Any eligible employee may take up to 12 weeks of unpaid, job-protected leave for the following reasons: incapacity due to pregnancy, prenatal medical care or child birth; to care for the employee's child after birth, or placement for adoption or foster care; to care for the employee's spouse, son or daughter or parent, who has a serious health condition; or for a serious health condition that makes the employee unable to perform the employee's job.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

The continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

An employee does not need to use disability leave in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the operations of Utah Youth Village. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

A special leave entitlement permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a 12-month calendar year. A covered

service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status, or is on the temporary disability retired list.

Employees must provide 30 days' advance notice of the need to take disability leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as is practicable and must comply with 'normal' call-in procedures. This notice should state the employee's intentions with regard to the amount of time the employee believes they will be gone from work. This notice needs to also indicate the employee's desired on-going relationship with the Village and the position and duties that the employee desires to have upon returning to work.

Employees must provide sufficient information for Utah Youth Village to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for the military family leave. Employees also must inform Utah Youth Village if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also must provide a certification and periodic recertification for supporting the need for leave.

Employees who become eligible for benefits from the disability insurance program provided by the Village must apply for it and use its benefits in lieu of paid sick leave or paid vacation leave, to the extent that the insurance benefits are provided. The Village disability leave policy is written with the intent to comply with FMLA. Any changes made in FMLA are incorporated in this policy by reference.

Any employee claiming a disability must use the employee's available sick leave and vacation leave during the disability. The balance of the leave will be on an unpaid basis. Additional sick or vacation leave will not accrue during the unpaid absence. Otherwise an employee absent for disability leave may continue participation in employee benefit programs. An employee that is participating in the Village's group health plan must pay their portion of the premium on or before its customary payment date. Used disability leave will count towards the determination of eligibility for employee benefit programs such as retirement vesting only if the employee returns to work after using his/her disability leave. Upon returning from disability leave, the employee will be placed in an available position with equivalent pay, benefits, and other employment terms.

If the employee has not returned to work or it appears to the Executive Director that the employee will not return to work by the end of the twelve weeks from the date the disability leave began, the Village, at its option, may consider the employee to be terminated as of the beginning date of the unpaid leave.

*Adopted: December 2, 1991*

*Amended: June 23, 1995*

*Amended April 16, 2009*

*Amended January 28, 2016*

**j. Travel, Credit Card and Expense Reimbursement**

**MILEAGE:**

Utah Youth Village will reimburse employees for mileage they travel in their personal vehicles to destinations specific to Utah Youth Village business at a rate approved by the Executive Director.

Utah Youth Village employees complete job duties in a variety of environments. Each employee will be assigned a work “base location.” The Village will not compensate employees for mileage used to travel to their “base location.”

Work base locations are determined by the Director of the Division or the Program Director, and can include but are not limited to:

1. Utah Youth Village main office
2. Youth Village Academy
3. Alpine Academy
4. Employee’s personal residence

Family Specialists who office out of their homes may reimburse for the mileage driven from their homes to their destination and back again. They may not reimburse for travel to the Village office. This unique procedure is due to the fact that the location of the services they render changes every six weeks leaving them with little or no control over the populations and locations they are assigned.

Utah Youth Village will reimburse employees for meals for out-of-town travel incurred on behalf of Utah Youth Village at a daily per diem rate approved by the Executive Director and consistent with the rates published by the IRS for various locations in the United States.

#### PERSONAL REIMBURSEMENTS:

Utah Youth Village will reimburse employees for expenses incurred on behalf of Utah Youth Village for the dollar amount expended by the employee. With the request for reimbursement, the employee shall supply an original receipt reflecting the transaction along with a statement of the business purpose for which the employee is seeking reimbursement.

Employees who use Utah Youth Village credit cards shall turn into the accounting department all of the receipts along with a statement of the business purpose for all of the credit card transactions that are on their card for each month. The supervisor of any employee who has a Utah Youth Village credit card shall review the employee's credit card purchases every month and document their review.

Division Directors are required to sign mileage reimbursements, travel reimbursements or other reimbursements for their employees and are specifically accountable to Utah Youth Village as part of their duties to approve, verify, and control these expenses.

*Adopted: August 1, 2002*

*Amended April 16, 2009*

*Amended January 28, 2016*

#### **k. Tuition Policy**

To provide greater educational depth for the career-oriented, long-term staff of Utah Youth Village so that the Village can more effectively help the youth it serves, Utah Youth Village can make available the payment of up to 75% of the total cost of tuition, fees and books for the educational expenses of the Village's full-time employees under the following conditions:

1. The education to be obtained by the employee must have a logical and reasonable relationship to improving the Village's ability to accomplish its mission.
2. At the time reimbursement is sought, it must appear to the Program Director that the employee is to have a long-term relationship with the Village so that the Village will, in fact, receive a benefit from the employee's additional education.
3. Compensation will be provided for only those classes which the employee receives a passing or C or better grade.
4. The Village will reimburse the employee for incurred costs when the employee submits a copy of the report card along with receipts to the Village. The Program Director may approve prepayment of expenses in special circumstances.

5. The Program Director must conclude that the employee's job will not be significantly adversely affected by the time demands of the education.
6. Family Teachers and Associate Family Teachers must achieve at least one certification or endorsement and must convince the Program Director that their services to the youth and program will not be adversely affected by their educational pursuits.
7. Prior to enrolling in any educational course for which an employee expects reimbursement from the Village, the employee shall submit in writing a request to the Village, which will state the course(s) to be taken, the institution, and the estimated cost of tuition, books, and fees. The employee shall also indicate how the course work will benefit the Village. The written proposal must be approved in writing by the Program Director and the Supervising Director, if applicable, prior to beginning the educational pursuit. The proposal for tuition assistance is due to the Program Director by the first business day in June of each year.
8. The total for tuition reimbursements paid to all applicants combined will not exceed 0.45% of the total budgeted expenses in any fiscal year. Priority will be given to applicants based first on the perceived benefit of the degree or education to the mission of Utah Youth Village; and last, upon the order in which the requests are received. Funding may be withdrawn or denied at any time for any reason. Funding for one semester or quarter does not guarantee future funding.

*Adopted March 30, 1990*

*Amended June 21, 1991*

*Amended June 23, 1995*

*Amended June 24, 1999*

*Amended January 28, 2016*

#### **I. Reimbursement for Damage to Personal Property**

Utah Youth Village's insurance does not cover damage or loss to an employee's personal property (including automobiles) for any reason, including vandalism, theft, fire, flood, use by others (including Village clients) or acts of God. Employees should have insurance to cover personal belongings, particularly valuable items. Family Teachers should purchase renter's insurance.

Utah Youth Village may reimburse employees for damage to personal property that is reasonably related to their employment, at the discretion of their Division Director.

*Approved February 17, 1987*

*Amended April 16, 2009*

*Amended January 28, 2016*

**m. Pet Policy for Employees Other than Family Teachers**

Utah Youth Village recognizes the potential positive influence of animals in the treatment of youth and the benefits of Animal Assisted Therapy. The following policy is to ensure appropriate and safe inclusion of animals in Village programs and avoid liability:

For employees to bring a pet on Utah Youth Village premises, with the intent or possibility of interacting with program youth, the following items are required:

1. Prior to bringing a pet on Village property, the staff must draft a letter requesting permission to their Division Director, the Program Director or Executive Director. The written request must include:
  - a) The perceived benefits of bringing a pet to the Village program.
  - b) The perceived impact bringing a pet would have on the employee's ability to perform assigned job duties.
  - c) The desired frequency of pet accompanying employee to work
  - d) The measures employee will take to ensure the safety of youth and that the pet will not disrupt workplace operations.
2. Pet owners are required to comply with the state and local laws.
3. If a pet attacks or bites any individual, the pet will be immediately removed, and the employee accepts all liability resulting from said attack without regard to fault (a strict liability standard). Failure to report damage or attacks is cause for immediate termination for cause or other disciplinary action.
4. There will be a limit of one animal per employee.
5. Employees agree to indemnify and hold harmless Utah Youth Village for any costs or liability Utah Youth Village might incur as a result of harm or damage caused by their pet.
6. Employees understand that Utah Youth Village is not responsible for any costs or liability in the event a client injures their pet or their pet is injured or killed on Utah Youth Village property.
7. Utah Youth Village may request at any time and for any reason that an animal be immediately removed from our property. There is no financial compensation with respect to said removal.
8. Any damage to Village property will be repaired and/or personally paid for by the employee.

9. Employees are required to pick up after their dog every day. Youth and other employees are not to be assigned this task.
10. Employees may not leave their pet in the care of any program youth.
11. Employees must supervise youth interactions with their pet at all times.
12. Dogs and cats owned by employees must be neutered or spayed, and receive regular vet checks which include timely and current vaccinations.
13. Pets owned by employees must be kept off of furniture.
14. Employees must be in good standing and not on probation in order to bring their pet to work.
15. Associate Family Teachers must devote their full attention to the supervision and care of multiple youth in support of a family-style family home environment. Due to the responsibilities of their position, they may not be approved to bring a pet to work.
16. The following breeds of dogs may not be brought on Village property: Pit Bull, Rottweiler, Doberman, Cocker Spaniel, Dalmatian, Wolf (Hybrids), Border Collie, Shar Pei, Chow.
17. This policy applies to employees whether or not they intend to bring their pet to work while they are on or off “the clock.”
18. Animals brought to the Village for the purpose of Animal Assisted Therapy:
  - a) Employee/owner of the animal is responsible for all costs associated with registration and training of the animal. Utah Youth Village will not reimburse for these costs.
  - b) Registration must be attained through an organization approved by Utah Youth Village prior to using the animal for therapy.
  - c) Copies of the animals’ registration will be kept in the employees/owner personnel file. The employee is responsible for providing current documentation of registration.
  - d) Employee is responsible for providing their own liability insurance for use of their pet in Animal Assisted Therapy.

Failure to comply with the pet policy will result in disciplinary action including, but not limited to, immediate removal of the pet and termination of employment.

*Adopted January 28, 2016*

#### **n. Whistleblower Policy**

Utah Youth Village shall not terminate any employee or subject them to a hostile work environment as a direct result of bringing to light actions which Utah Youth Village (or its employees or agents) is taking which a reasonable person would conclude are unlawful.

This does not preclude Utah Youth Village from terminating or otherwise disciplining employees for cause or for no reason. This provision does not change in any way Utah Youth Village's policy of being an "at will" employer.

This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns internally so that Utah Youth Village can address and correct inappropriate conduct and actions. It is the responsibility of all Board members, officers, employees and volunteers to report concerns about violations of Utah Youth Village's code of ethics or suspected violations of law or regulations that govern Utah Youth Village's operations.

It is contrary to the values of Utah Youth Village for anyone to retaliate against any Board member, officer, employee or volunteer who in good faith reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation governing the operations of Utah Youth Village. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

Utah Youth Village has an open door policy and suggests that employees share their questions, concerns, suggestions or complaints with their supervisor. If you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with the Program Director or President. Supervisors and managers are required to report complaints or concerns about suspected ethical and legal violations in writing to Utah Youth Village's Program Director or Executive Director or Chairman of the Board, who have the responsibility to investigate all reported complaints. Employees with concerns or complaints may also submit their concerns in writing directly to their supervisor or the Executive Director or Program Director.

Utah Youth Village's Director of Finance shall immediately notify the Audit Committee/Finance Committee of any concerns or complaint regarding corporate accounting practices, internal controls or auditing and work with the committee until the matter is resolved.

Anyone filing a written complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false or which a reasonable

person would have known to be unfounded will be viewed as a serious disciplinary offense.

Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Utah Youth Village's President will notify the person who submitted a complaint and acknowledge receipt of the reported violation or suspected violation. All reports will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation.

*Adopted April 16, 2009*

*Amended January 28, 2016*

*Amended April 18, 2019*

## **15. Employee Conduct**

### **a. Grievance Procedure for Employees**

A grievance is defined as any condition of employment that the employee thinks or feels is unjust or inequitable. A grievance must be first reviewed and discussed thoroughly with the employee's immediate supervisor. If a satisfactory resolution cannot be obtained from the supervisor, the employee can file a formal grievance. A formal grievance must be submitted within five (5) work days of the issue in question, in writing, to the next supervising manager in the chain. If the grievance continues to be unresolved, the employee may continue up to the next supervisor and so on up to the Executive Director. The Executive Director should make every effort to resolve the grievance as soon as possible. The Executive Director's decision is final and binding.

The grievance shall include the following information: full name of grievant, date, time and place initial grievance took place, relevant working conditions, the policy or procedure in dispute, if any, the specific nature of the grievance, and the reason the grievance is not reconciled.

*Adopted February 17, 1987*

*Amended December 20, 1988*

*Amended June 23, 1995*

*Amended January 28, 2016*

## **b. Job Performance Evaluation**

Evaluation is a key component of helping individuals and organizations accomplish their mission in an effective and appropriate way. Utah Youth Village uses a number of types of evaluation systems which include, and are not limited to: consumer evaluation, evaluation based on observation, evaluation based on data and paperwork compliance, and evaluation based on perceptions. All employees are subject to evaluation and by accepting employment at Utah Youth Village, consent to being evaluated.

Evaluation data that is personally identifiable may be shared with clients, with referral sources, with donors, with governmental agencies and others on a “need to know” basis.

### **MERIT PAY FOR BOARD- APPROVED RAISES**

At least annually, every eligible staff member of Utah Youth Village will participate in a performance review. The criteria for review may include, but not be limited to, technical knowledge, productivity, quality of work, adaptability, acceptance of responsibilities, interpersonal relationships, initiative/independence of action, cost consciousness, judgment/decisiveness, planning, analytical ability, creativity, communications skills, policy and procedure application, leadership abilities, and personnel utilization and development.

This review will involve the staff person's evaluation of himself/herself and the supervisor's evaluation of the employee. The supervisor will make the final evaluation of the employee based on the supervisor's reasonable perceptions of the employee's performance. When a merit increase in the employee's base salary is given, it shall be based on the supervisor's recommendation. Supervisors will have a fund of money equal to a certain percentage of the collective employees' gross income within a division. The supervisor will recommend to the Executive Director how much of a merit increase shall be given to each employee based on the pool available. Employees can receive varying percentages based on their supervisor's reasonable perception of their performance and merit. The average percent of merit pay available will be determined by the Board of Trustees on an annual basis.

A copy of the employee's performance review shall be placed in their Personnel File. The employee's performance review, and entire Personnel File, is property of Utah Youth Village.

## INCENTIVE PAY

Some direct care employees of Utah Youth Village may have available to them incentive pay based on their completion of specific goals during the course of the year. These goals will be objectives that will stretch the employee's performance. Whether or not funding would be available for the payment of incentives earned would be based on the following:

- 1) Employee must be employed at the beginning and the end of the time period to which the incentive applies.
- 2) Employee must be in good standing and must be perceived as having completed all expected job requirements.
- 3) Employee is subject to any other requirements noted in their particular incentive plan.
- 4) Incentive plans are subject to annual approval.
- 5) Incentive can be withdrawn at any time.
- 6) Any funds provided as a result of this incentive plan are on a one-time basis only and do not affect employee's base salary rate.

*Adopted February 17, 1987*

*Amended March 31, 1995*

*Amended May 24, 2001*

*Amended April 16, 2009*

*Amended January 28, 2016*

### **c. Employee Evaluation Review Committee**

The Employee Evaluation Review Committee is established to review requests by employees who wish to appeal the Teaching-Family Model evaluation process or criteria of the practice evaluation or the certification evaluation. The Committee is composed of the Director of Evaluation, the Program Director, a peer representative, and the Division Director. Other members may be included as appropriate based on best practices. The immediate supervisor(s) of the employee(s) and the Consultant/Supervisor may attend, but not vote.

- 1) The employee(s) must submit the request for an appeal orally or in writing to the Program Director within seven (7) calendar days after receipt of evaluation by the employee.
- 2) The Program Director will, upon notification, convene the Employee Evaluation Review Committee within seven (7) calendar days. The employee(s) will be notified of the meeting at least three (3) calendar days before the date of the meeting.

- 3) The employee(s) must submit to the Employee Evaluation Review Committee at the time of the meeting, orally or in writing, the reason the employee(s) feel the exception is justified.
- 4) The decision of the Employee Evaluation Review Committee will be submitted to the employee(s) in writing within seven (7) calendar days after the review meeting.

*Approved February 17, 1987*

*Amended April 16, 2009*

*Amended January 28, 2016*

**d. Employee Conflict of Interest**

Every employee of Utah Youth Village must disclose to Utah Youth Village any conflict of interest regarding their employment at the Village before the conflict arises. Employees must also receive written permission from the Executive Director of Utah Youth Village to engage in any conduct which would constitute a conflict of interest before the employee begins the conduct.

Failure to disclose a conflict of interest or failure to receive written permission to engage in any conduct which would constitute a conflict of interest is grounds for termination for cause from employment at Utah Youth Village. Conflicts of interest include, but are not necessarily limited to the following:

- 1) Doing any activity that is similar to the activities that Utah Youth Village does, notwithstanding that the activity may be with a different clientele. Examples of this might be for a therapist to provide therapy on a private basis or providing consultation, training, evaluation or direct child/family care services to another agency or individuals.
- 2) Doing any activity to aid or assist any individuals, agencies or organizations that compete in any way with Utah Youth Village. Examples might include doing accounting work for another provider on the weekends, doing training, consultation or evaluation work for DCFS foster parents or another provider, or raising money for another competing charity.
- 3) Doing any activity to solicit or encourage or plan with anyone working as an employee or independent contractor with the Village to compete with the Village in any way or to leave the Village to engage in conduct that would compete with the Village.

*Approved: February 24, 2004*

*Amended April 16, 2009*

**e. Information Technology, Data, Social Media, Surveillance and Equipment**

These policies, standards and procedures apply to all Utah Youth Village data, information systems, activities, and assets owned, leased, controlled, or used by the Utah Youth Village/Alpine Academy, its agents, contractors, or other business partners on behalf of the Utah Youth Village/Alpine Academy (UYV) and apply to all UYV employees, contractors, subcontractors, and their respective facilities supporting UYV business operations, wherever the UYV data is stored or processed, including any third-party contracted by the UYV to handle, process, transmit, store, or dispose of UYV Data.

Any UYV user found to have violated any policy, standard, or procedure may be subject to disciplinary action, up to and including termination of employment. Violators of local, State, Federal, and/or international law will be reported to the appropriate law enforcement agency for civil and/or criminal prosecution.

Information Systems include, but are not limited to desktops, laptops, phones, routers, servers, USBs, CDs, and any other physical devices or software that maintains, uses, or stores, company data and/or is used to perform company functions.

Protecting data is everyone's responsibility. Do not share personally identifiable information (PII) of employees, clients, or anyone else within or out of the organization without direct authorization and/or supervision. This should only be done in accordance with normal business activities.

Those who receive a personal information system such as a computer, laptop, USB, data storage devices, or email accounts are responsible for its physical protection and data security. Employees are expected to immediately report all lost, stolen, broken, or malfunctioning equipment to the IT Department.

Upon termination of employment, employees are required to surrender/turn-in any equipment that belongs to UYV. Equipment can be any physical device/information system, or software.

Utah Youth Village uses Google Apps as its primary form of email and file sharing. Google, Google Drive, Google Docs, Google Sheets, and any other google app that is linked to a UYV domain address (company email e.g. @youthvillage.org, @smarterparenting.com, @alpineacademy.org, etc.) are the property of the UYV.

Note that UYV has the right to monitor, review, and observe any account behavior. If it is suspected that the employee/owner of an account is disobeying or compromising company policies, the IT Department should be notified immediately. Also independent audits of files or keywords can take place for any reason. All emails and changes to Google Drive are stored in Google Vault and can be audited, reviewed, queried, and retrieved even if data objects have been deleted by the user/owner. This policy only applies to the UYV Google accounts. Personal Gmail accounts are not property of UYV; however, if they are located on UYV equipment, they can be reviewed and disclosed by UYV for its own purposes.

UYV email is to be used to accomplish UYV's company goals and objectives. It is recommended that employees do not use their UYV email for any personal accounts (e.g. bank accounts, social media, ecommerce, shopping, personal bills, etc.) It is suggested that any personal emails, information, accounts, etc. be set up and stored within a separate personal email account. Upon termination of employment, former employees will not have access to their UYV Google Account unless otherwise authorized by a supervisor/manager and IT Director in writing and under their supervision. This protects UYV and its employees from malicious behavior and actions.

The Utah Youth Village Center, Alpine Academy, YVA, and Family Homes are under surveillance 24/7 by the use of security cameras. These cameras are to maintain preventive and detective security for UYV employees and youth in UYV custody. Cameras may record both video and/or audio. The video/audio footage can be reviewed at any time for any reason. This footage can be used for teaching, instruction, training, disciplinary evidence/action, and for law enforcement. The footage is property of the UYV and can be used according to UYV's discretion.

If an employee wants to upgrade/replace their computer, laptop, monitor, or other information devices, they must obtain permission from their manager/supervisor. The IT Department can make the decision if a repair or replacement of a device will have to be "okayed" by managers/supervisors or not. Program directors understand that any repairs, replacement parts, upgrades, or new equipment will be charged to their budget.

In keeping with the culture of family here at UYV, the IT Department will do their best to help with any personal IT problems, questions, concerns, or help. It is **not** their job or responsibility to aid any employee with a personal IT problem, question, concern, or service rendered.

All personal IT help is done out of goodwill and good faith. UYV and IT personnel are not to be held liable, accountable, or responsible for any advice, guidance, or work

given on/for a personal information system/device that causes damage to it, does not meet expectations, or any other problems/issues that could arise.

UYV users shall:

- In accordance with organizational procedures, immediately report all lost or stolen equipment, known or suspected security incidents, known or suspected security policy violations or compromises, or suspicious activity. Known or suspected security incidents are inclusive of an actual or potential loss of control or compromise, whether intentional or unintentional, of authenticator, password, or sensitive information, including PII, maintained or in possession of the user.
- Ensure that software, including downloaded software, is properly licensed, free of malicious code, and authorized before installing and using it on organization-owned information systems.
- Log-off or lock systems when leaving them unattended.
- Complete security awareness training on an annual basis.
- Secure sensitive information (on paper and in electronic formats) when left unattended.
- Keep sensitive information out of sight when visitors are present.
- Sanitize or destroy electronic media that contain sensitive data when no longer needed, in accordance with organization records management and sanitization policies, or as otherwise directed by management.
- Only access sensitive information necessary to perform job functions (e.g. “need to know”).
- Use Personal Identifiable Information only for the purposes for which it was collected, to include conditions set forth by stated privacy notices and published notices.

UYV Users shall not:

- Direct or encourage others to violate organizational policies, procedures, standards or guidelines.
- Circumvent security safeguards or reconfigure systems except as authorized (e.g. violation of least privilege).
- Use another user’s account, identity, or password.
- Exceed authorized access to sensitive information.
- Create, download, view, store, copy or transmit material related to sexually explicit or sexually oriented materials.
- Create, download, view, store, copy, or transmit materials related to gambling, illegal weapons, terrorist activities, illegal activities or activities otherwise prohibited.
- Store sensitive information in public folders or other insecure physical or electronic storage locations.

- Share sensitive information, except as authorized and with formal agreements that ensure third parties will adequately protect it.
- Transport, transfer, email, remotely access, or download sensitive information, inclusive of Personally Identifiable Information, unless such action is explicitly permitted by the manager or owner of such information.
- Knowingly or willingly conceal, remove, mutilate, obliterate, falsify, or destroy information for personal use for self or others.
- Establish unauthorized personal, commercial or non-profit organizational web pages on organization-provided information systems.
- Without authorization, use organization-provided IT resources for commercial purposes or in support of “for profit” activities or in support of their outside employment or business activity (e.g. such as consulting for pay, administration of business transactions, sale of goods or services, etc.)
- Without authorization, engage in any outside fund-raising activity, including non-profit activities, endorsing any product or service, participating in any lobbying activity, or engaging in any prohibited partisan political activity.

Utah Youth Village reserves the right to:

- Read all files, messages, and e-mails on any Village computer, fax machine, and/or printer.
- Monitor and review employee e-mails, social media, and Internet usage at any time.
- Restrict access to, and distribution of, e-mails and the Internet.
- Prohibit distribution of e-mail, social media or other Internet activity that may violate equal opportunity and/or other Federal Laws, including HIPAA.
- Restrict personal use of company computers, copiers, printers and/or fax machines.
- Prohibit sending/forwarding of chain e-letters, conducting gambling activities, and using computers to create/forward pyramid schemes, or communication on the Internet that is contrary to the Village mission and interests.
- Prohibit dissemination of confidential information.

*Adopted January 28, 2016*

**f. Social Media**

The Executive Director of Utah Youth Village is the only person that may authorize any employee to speak on behalf of the Village through social media. Social media forums can include blogs, wikis, social networks, personal web sites, and other media yet to be developed in a dynamic communications field. With this parameter in mind, here are some principles to guide individuals authorized to use social media to speak on Utah Youth Village’s behalf:

- 1) Confidentiality – Do not post confidential information about Utah Youth Village, its employees, volunteers or clients without appropriate releases.
- 2) Personal Responsibility and Liability – Communications made via social media are not exempt from the obligations set forth in the laws and regulations that govern personal liability across general and traditional forms of communication. Employees are responsible for what they post on their own site and on the sites of others.

Incidental Use of the Internet and social media while at work: Utah Youth Village recognizes that employees utilize social media and the web for personal matters. While Utah Youth Village reserves the right to monitor use of its computer systems, employees may not engage in incidental personal use of social media in the workplace unless it is associated with social media activity that is a job responsibility or assignment. This includes activity on any electronic device.

All individuals authorized by the Executive Director to represent Utah Youth Village and its divisions through social media must participate in additional training.

These policies are not intended to govern or restrict personal presence on the web, nor are they intended to restrict employee rights to engage in concerted, protected activity with fellow employees. The Village encourages employees to direct complaints or concerns about their job or working environment to supervisors or through the established grievance procedure as outlined in these Policies and Procedures.

*Adopted January 28, 2016*

**g. Sexual Harassment Policy**

Utah Youth Village/Alpine Academy (the Village) is committed to maintaining a positive treatment, learning, working and living environment. The Village does not unlawfully discriminate on the basis of race, color, national origin, sex, age, disability, creed, religion, sexual orientation, or veteran status in treatment regarding employment.

In pursuit of these goals, the Village will not tolerate acts of sexual harassment or related retaliation against or by any employee, student or client. Such acts are a violation of this policy. It is also a violation of this policy for anyone acting knowingly or recklessly either to make a false complaint of sexual harassment or to provide false information regarding a complaint. It is intended that individuals who violate this policy be disciplined or subjected to corrective action, up to and including termination or expulsion.

Sexual harassment consists of interaction between individuals of the same or opposite sex that is characterized by unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, living conditions, treatment and/or education opportunities or evaluation; (2) submission to or rejection of such conduct by an individual is used as the basis for tangible employment, treatment or education decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work, treatment or academic performance or creating an intimidating, hostile, or offensive working, treatment or education environment.

Hostile environment sexual harassment is unwelcome sexual conduct that is sufficiently severe or pervasive that it alters the conditions of treatment, education or employment and creates an environment that a reasonable person would find intimidating, hostile or offensive. The determination of whether an environment is "hostile" must be based on all of the circumstances. These circumstances could include the treatment context, the frequency of the conduct, its severity, and whether it is threatening or humiliating. Examples which may be policy violations include the following: a supervisor who suggests that a raise might be given to an employee if the employee submits to sexual advances; a supervisor implicitly or explicitly threatens termination if a subordinate refuses the supervisor's sexual advances; and a client or employee is the subject of inappropriate sexual comments or jokes.

**Retaliation:** Retaliation is prohibited by this policy. To be considered retaliation, a causal connection is required between a materially adverse action and the act of (1) reporting an allegation of sexual harassment; or (2) participating in support of an investigation of sexual harassment. A materially adverse action is one that would dissuade a reasonable person from reporting an allegation of sexual harassment, or participating in support of an investigation of an allegation of sexual harassment. A determination of whether an action is materially adverse is made on a case by case basis. Students, clients and employees who believe they have been retaliated against because of testifying, assisting or participating in a proceeding, investigation or hearing relating to an allegation of sexual harassment, should meet with and seek the advice of the Village's Program Director, Executive Director, or Board Chairperson.

**Obligation to Report:** In order to take appropriate corrective action, the Village must be aware of sexual harassment or related retaliation. Therefore, anyone who believes that s/he has experienced or witnessed sexual harassment or related retaliation should promptly report such behavior to a supervisor, a division director, the Village's Program

Director, the Village's Executive Director or the Chairperson of the Board. Any person in a management role who receives such a report must submit it immediately to the Village Program and Executive Directors.

**Investigation Process:** Reports or complaints under this policy shall be addressed and resolved as promptly as practicable after the complaint or report is made. Ordinarily, investigations shall be concluded and reports submitted to the Program Director and Executive Director or President no later than 60 days following the receipt of a complaint.

It is the responsibility of the Executive Director or the Board Chairperson to determine the most appropriate means for addressing the report or complaint. The Executive Director or the Board Chairperson may ask other employees or outside investigators to help in addressing the report or complaint through investigation or by other means. Outside investigators shall have training, qualifications and experience as will, in the judgment of the Executive Director/Board Chair, facilitate the investigation.

The options to address the complaint may include, but are not limited to: (1) investigating the report or complaint; (2) with the agreement of the parties, attempting to resolve the report or complaint through a form of alternative dispute resolution such as mediation; or (3) determining that the facts of the complaint or report, even if true, would not constitute a violation of this policy.

**Timeliness of Reports:** All reports or complaints shall be made as promptly as feasible after the occurrence.

**Privacy:** Only those individuals that need to be included in the process of investigation need be notified of the investigation or the facts alleged, on a "need to know" basis. Supervisors are generally presumed to be individuals who need to know. All records of sexual harassment reports and investigations shall be considered confidential and shall not be disclosed publicly except to the extent required by law or unless it is deemed necessary to protect others. This privacy policy may not apply if, in the Village's opinion, information needs to be disclosed for the purpose of protecting minors or individuals whom the Village deems to be vulnerable. In no event may a perpetrator of sexual abuse, neglect or harassment have any right under this policy or any other policy to restrict the Village's ability to take whatever actions it deems appropriate in its discretion to protect potential victims or vulnerable individuals from perceived danger that may come from the perpetrator.

**Failure to Comply:** Failure to comply with this policy or violations of this policy may cause an employee, student or client to be subject to disciplinary action which can include actions as seem appropriate to the Executive Director or Chairperson of the Board up to and including corrective action, discipline, termination of employment, limitation or exclusion from participation in school, living facilities or treatment.

No provision of this policy shall be construed as a limitation on the authority of a disciplinary authority under applicable policies and procedures to initiate disciplinary action. If an individual is disciplined for conduct that also violates this policy, the conduct and the discipline imposed shall be reported to the Program and Executive Directors and to the employment clerk for inclusion in the employee's file. If an investigation is conducted under this policy and no policy violation is found, that fact does not prevent discipline of the employee for inappropriate or unprofessional conduct under other applicable policies, procedures or reasonable employment, treatment or educational expectations.

*Amended January 17, 2013*

*Amended January 28, 2016*

#### **h. Communication with Former Clients**

Email Communication:

Any email communication between Village employees and former clients of the Village (youth or parents) shall be done through Youth Village's email system.

All communications on Youth Village's email system are subject to review by the Village's administration. No employee has any right of privacy or confidentiality about information communicated on the Village's email system.

Any email communication by a Village employee with a former client through an Internet system other than the Village's email system will cause the employee to be subject to immediate termination as an employee.

Employees are required to report any and all communication with former program youth and families, outside of routine communication, to their supervisor.

*Amended April 16, 2009*

*Amended January 16, 2016*

**i. Possession and Use of Weapons**

To prevent injury to youth and employees:

No employee, while on duty, or youth at any time shall have firearms, or any weapons in their possession. This includes items which may be decorative, whether functional or not, such as but not limited to:

- Air, BB or Pellet guns
- Decorative sabers and/or knives
- Bow and Arrows
- Shock Devices
- Pepper or Mace sprays

No weapons such as, or similar to, the ones listed above shall be stored on Utah Youth Village property.

*Approved February 17, 1987*

*Amended May 25, 1995*

*Amended April 16, 2009*

**j. Drug Free Workplace**

Utah Youth Village is committed to the establishment and maintenance of a drug-free working environment. Therefore, in accordance with that commitment, the following policies have been established: No alcoholic beverages (of any kind) or illegal drugs can be used or stored or maintained or brought onto any Village property at any time. No alcoholic beverages (of any kind) or illegal drugs can be used or stored or maintained in any private vehicle that drives onto or parks on Village property. No Village employee will use or possess alcoholic beverages (of any kind) or illegal drugs while on the job at Utah Youth Village or when in proximity to the youth or other Village employees, whether or not it occurs on or off Village property.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in any of the work sites of Utah Youth Village. Every employee of Utah Youth Village is expected as a condition of employment to abide by the above-stated policy. Any employee found to be in violation of any of the above named activities will be subject to disciplinary action at the discretion of Utah Youth Village administration which may include, but not be limited to, suspension without pay, participation in a drug abuse assistance or rehabilitation program at the expense of the employee, or termination of employment.

Any employee accused of a criminal drug statute violation is required to notify their supervisor immediately. The Village will comply with federal requirements by notifying the Public Health Service within ten (10) days after receiving notice referred to above.

Within thirty (30) days of receiving notice referred to above, the Village will take one of the following actions with respect to any employee who is so accused: a. Instigate appropriate disciplinary action against such an employee which may include suspension or termination or any combination listed above, or b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

The Village will provide every employee with a summary of this drug-free workplace policy, including the employment conditions which it established and the penalties to be imposed for violation of its requirements. The Village will establish and maintain a drug-free awareness program to ensure that employees are informed regarding the following:

- 1) The dangers of drug abuse in the workplace
- 2) The full implications of the policy as it pertains to conditions of employment and penalties to be imposed for drug abuse violations occurring in the workplace.
- 3) The availability or unavailability of drug counseling, rehabilitation, and employee assistance programs.

Observation: Supervisors will be responsible for observing employee performance. Employees who exhibit patterns of erratic behavior or less than full productivity are subject to the disciplinary procedure.

Testing: In cases where the behavior of an employee suggests drug or alcohol abuse, Utah Youth Village has the right to require laboratory testing for these substances: alcohol, illegal drugs or controlled substances. This can be a condition for continued employment. In cases where facts would suggest that drug or alcohol use exists in a part or division of Utah Youth Village, the Village may enact a periodic random drug testing requirement of all employees in that part or division of the Village.

The Executive Director may establish random drug testing procedures for any part of the Village or for the whole Village as may seem reasonable or appropriate to the Executive Director. No additional advance notice shall be necessary to begin a random drug testing program.

*Approved: October 21, 1993*

*Amended May 25, 1995*  
*Amended June 23, 1995*  
*Amended September 28, 2000*  
*Amended May 24, 2001*  
*Amended April 16, 2009*  
*Amended January 28, 2016*

**k. Tobacco Free Workplace**

The use of tobacco, tobacco products, E-cigarettes or vaporizers are forbidden on any Utah Youth Village property or program. It is forbidden for any Utah Youth Village employee or contractor to use tobacco, tobacco products, e-cigarettes or vaporizers in the presence of any Utah Youth Village clients.

*Administratively Adopted: May 28, 2016*

**l. Health Care Funding Fraud**

Utah Youth Village prohibits the submission of a false claim for payment from a federal or state funded health care program. The submission of a false claim (i) violates federal and state law; (ii) may result in significant administrative and civil penalties under the federal False Claims Act and/or State False Claims Acts, respectively; and (iii) may also violate federal and state criminal laws.

Utah Youth Village also prohibits knowingly soliciting, paying, and/or accepting remuneration to induce or reward referrals for items or services reimbursed by Federal health care programs.

To assist Utah Youth Village in meeting its legal and ethical obligations, any individual who reasonably suspects or is aware of the preparation or submission of a false claim or report, or any other potential fraud, waste or abuse related to a federal or state funded health care program, is required to report such information to his or her supervisor and the Utah Youth Village Program Director. Any individual who reports such information will have the right and opportunity to do so anonymously, and will be protected against retaliation and intimidation for reporting such information. However, Utah Youth Village retains the right to take appropriate action against an individual who has participated in a violation of federal or state law or Utah Youth Village policy.

Utah Youth Village is committed to the prompt and thorough investigation of actual or potential fraud, waste and/or abuse, and requires all personnel to assist in such investigations. If an individual believes that Utah Youth Village is not responding to his or her report within a reasonable period of time, he or she is required to bring the matter to the attention of the Program Director.

Failure to report and disclose, or assist, in an investigation of fraud, waste and/or abuse is a breach of the duty that all personnel have to Utah Youth Village and may result in disciplinary action, up to and including termination.

*Administratively Adopted: May 28, 2016*

*Amended: June 20, 2019*

**m. Ethical Referral Practices.**

Utah Youth Village prohibits:

1. making or accepting payment or other consideration in exchange for referrals of clients to any program;
2. steering, directing referrals to, or giving preference to clients easier or less costly to serve for the organization and practitioners within the organization, understanding that nothing herein shall be construed to cause UYV to accept referrals that may not be appropriate for the service intended; and
3. steering or directing referrals to private practices in which personnel, consultants, or the immediate families of personnel and consultants are engaged.

*Administratively Adopted: May 14, 2019*

*Amended: June 20, 2019*

**n. Prohibition Against Preferential Treatment**

Utah Youth Village prohibits preferential treatment of organization members, community partners, members of the organization's governing body, advisory groups, personnel, or consultants applying for and receiving the organization's services.

*Administratively Adopted: May 14, 2019*

*Amended: June 20, 2019*

**16. Family Teachers**

**a. Employment as a Couple**

The Teaching-Family Model of child care is based on the ability of a married couple living in the home with their youth to teach those youth the skills they will need to live

productive lives. Family Teacher couples will be required to read and sign an agreement with the following provisions outlined:

“We understand that we are hired as a couple and we will leave the home as a couple. One of the conditions of employment as a Family Teacher is that if for any reason my spouse's position is terminated, I understand that my position as a Family Teacher may also be terminated.”

This signed document will be filed as part of the employee's personnel file.

*Amended May 25, 1995*

*Amended January 28, 2016*

**b. Checking Account Policy**

The Teaching-Family checking account was devised to allow the Family Teachers the flexibility in purchasing routine items needed for the day-to-day operation of their program for the benefit of the youth they serve and to emulate the spending dynamics of a typical family. Family Teachers must submit to the Village receipts for each expenditure made with Village funds. Family Teachers are solely responsible for expenses incurred by the Village due to their neglect or misuse of Village funds.

Family Teachers must not mix personal funds with Village funds at any time. Family Teachers may not have more than \$500 petty cash on hand or in receipt form at any time without approval of the Division Director. Neglect or misuse of Village funds in any way is cause for immediate termination of employment. Although the Teaching-Family checking account may be used for many items, Village funds may NOT be used for the following expenditures:

- 1) Personal items for the Family Teachers or children of the Family Teachers.
- 2) Any alcoholic beverages.
- 3) Traffic fines.
- 4) Bank expenses due to Family Teacher negligence.
- 5) Gas used for the Family Teachers' personal travel or errands.
- 6) Entertainment not involving Teaching-Family youths.
- 7) Meals eaten outside of the family home which do not involve Teaching-Family youth.
- 8) Major equipment purchases over \$100.00 unless approved by the Division Director.
- 9) Other expenditures not specified in the line item descriptions.
- 10) Cash should be used only when checks or debit cards are not accepted.

Each Family Teacher will be issued a debit card for use in place of checks where acceptable. Family Teachers may not give their debit card to any other person or employee for any reason, including Associate Family Teachers. They are responsible for the security of the card and must report a stolen or lost card to their supervisor immediately. Irresponsible or improper use of the Village debit cards will result in disciplinary action up to and including termination.

*Approved February 17, 1987*

*Amended May 25, 1995*

*Amended November 16, 1995*

*Amended September 25, 1996*

*Amended April 16, 2009*

*Amended January 28, 2016*

**c. Vehicle Maintenance and Repair**

The cosmetic and mechanical maintenance of family home vehicles is the responsibility of Family Teachers. In an effort to support Family Teachers, Utah Youth Village Consultants/Supervisors will:

- Inspect each vehicle quarterly to evaluate van upkeep, document this activity in the home's consultation manual, and report items needing attention in a timely manner.
- Be responsible for all activities necessary to register Utah Youth Village vehicles.

In the event of an accident or other damage to Utah Youth Village vehicles, or a citation for a moving violation, Family Teachers/Associate Family Teachers and other employees of Utah Youth Village who operate a Village-owned vehicle, will:

- 1) Be honest, cooperative and careful about admitting fault.
- 2) Obtain:
  - a. Name, address, telephone number, insurance company and contact person, driver's license and license plate number from other driver(s) if involved in the accident.
  - b. A police report if the accident occurs on a public road
- 3) Report the above information, plus date and time of accident or citation, to the consultant/supervisor immediately.
- 4) Provide documentation in the form of a copy of the citation or an incident report to the consultant/supervisor.

- 5) Complete all instructions necessary to have the vehicle repaired within four weeks of the accident.
- 6) Pay from their own personal funds any fines involved with the issuance of a citation.
- 7) Immediately report the accident to the Division Director.
- 8) Immediately report the accident to the Utah Youth Village Chief Financial Officer.
- 9) The Utah Youth Village Chief Financial Officer will determine the necessity of a report to the Village insurance company within 24 hours.
- 10) An employee involved in an accident will complete an incident report, which is due to the Chief Financial Officer and Program Director within 24 hours.

*Approved: February 22, 1991*

*Amended May 25, 1995*

*Amended November 1, 2006*

*Amended April 16, 2009*

*Amended January 28, 2016*

**d. Family Home Maintenance**

Family Teachers reside in Utah Youth Village family homes as part of their job expectations. In addition to the care and treatment of program youth, Family Teachers are responsible for overseeing the proper care and maintenance of the homes in which they reside.

This policy outlines the minimum expectations for the care of Utah Youth Village family homes. Division Directors may require additional expectations per their individual programs.

1) Family Teacher apartments

- a) Family Teachers are responsible for keeping their personal apartment in the family home clean and in good repair.
- b) Family Teachers may not make permanent alterations to the apartment such as paint, removing cabinets, or changing the locks to their apartment without permission from their supervisor/consultant.
- c) Supervisors will inspect apartments quarterly.

2) Family Home Maintenance

- a) Family Teachers are responsible for taking care of routine maintenance of the home, including but not limited to changing light bulbs, paint touch ups, unplugging toilets, tightening screws, etc.
- b) Family Teachers are responsible for reporting advanced maintenance issues to their supervisor.
- c) Significant maintenance issues such as power outages, flooding, broken windows, etc. which present a safety hazard must be reported to the supervisor immediately.
- d) Family Teachers are responsible for teaching program youth to clean and properly care for the family home on a routine basis.
- e) Family Teachers are responsible for modeling and teaching youth the proper care of furniture, appliances, and yard of the home.

*Adopted January 28, 2016*

**e. Guests of Staff Member in the Family Home**

To contribute to the family-style atmosphere of the Village family homes and to provide Family Teachers a means of maintaining personal relationships, Family Teachers may have guests for up to one week with prior approval of their Consultant/Supervisor. In order to stay beyond the one-week time period, prior approval of the Program Director is required. Associate Family Teachers may not have guests visiting the family home while they are on shift. All guests must be supervised directly by the Family Teachers at all times. Guests may not be left alone with youth at any time.

Utah Youth Village reserves the right to require a BCI clearance on any guest. In those cases, the guest may not visit the family homes overnight until their BCI has been cleared. Guests spending the night in the family home must sleep in the apartment of the Family Teachers and not in the main area of the family home.

*Approved February 17, 1987*

*Amended May 25, 1995*

*Amended April 16, 2009*

*Amended January 28, 2016*

**f. Ownership of Pets by Family Teachers**

Utah Youth Village recognizes the potential positive influence of animals in the treatment of youth and possible contributions pets may have to family-style living in

family home settings. The following policy is to ensure proper care of pets through responsible ownership, provide a safe environment for youth, and to avoid liability:

For Family Teachers to own a pet on Utah Youth Village premises, the following items are required:

- 1) Before getting a pet, the staff must get permission in writing from the Division Director.
- 2) All costs and maintenance of each pet is the Family Teachers' responsibility.
- 3) Pet owners are required to comply with the state and local laws.
- 4) If a pet attacks or bites any individual, the pet will be immediately removed, and the Family Teachers accept any liability resulting from said attack. Failure to report damage or attacks is cause for immediate termination for cause or other disciplinary action.
- 5) There will be a limit of one animal per home.
- 6) Family Teachers agree to indemnify and hold harmless, Utah Youth Village for any costs or liability Utah Youth Village might incur as a result of harm or damage caused by their pet, and must present proof of renter's insurance for liability and/or damage related to their pet prior to keeping the pet on Village premises.
- 7) Family Teachers understand that Utah Youth Village is not responsible for any costs or liability in the event a client injures their pet.
- 8) Utah Youth Village may request at any time and for any reason that an animal be immediately removed from our property. There is no financial compensation with respect to said removal.
- 9) Family Teachers must remove their pet from the premises the same day they are no longer employed by Utah Youth Village.
- 10) Any damage to Village property will be repaired and/or personally paid for by the Family Teachers.
- 11) A deposit of \$500 is required from Family Teachers who want to maintain a dog on Utah Youth Village premises. The Family Teacher may elect to pay the full balance of the deposit at the time of obtaining a pet, or they may choose to have the deposit automatically withdrawn from their paycheck in the amount of \$25 per person (\$50 per couple) until the balance is paid. The Division Director will assess the amount to be deducted from the deposit should damage to Village property occur. Family Teachers who maintain a dog on Village property are required to maintain a deposit balance of \$500 at all times.
- 12) All residents of the family home will be trained in the proper care and handling of a dog by an organization approved by Utah Youth Village and at the expense of the Family Teachers. This training includes obedience training for a dog.

- 13) Family Teachers are required to pick up after their dog every day. Youth are not to be assigned this task.
- 14) Family Teachers may not assign Associate Family Teachers responsibilities involving the care of their pet.
- 15) Family Teachers may not leave their pet in the care of any program youth.
- 16) Family Teachers must supervise youth interactions with their pet at all times.
- 17) Dogs owned by Family Teachers must receive regular vet checks which include timely and current vaccinations. Proof of current vaccinations must be on file.
- 18) Pets owned by Family Teachers are allowed in the Family Teachers' apartment, in the outside yard of the home, and in the main area of the home which are not carpeted, i.e. the kitchen area. Pets may not be allowed on furniture.
- 19) Family Teachers must successfully complete their first certification prior to owning a dog. Division Directors may make exceptions in this area when hiring a couple that already has a dog.
- 20) The following breeds of dogs may not be owned by Family Teachers: Pit Bull, Rottweiler, Doberman, Cocker Spaniel, Dalmatian, Wolf (Hybrids), Border Collie, Shar Pei, Chow.
- 21) Staff shall have 45 days from employment or the effective date of this procedure to comply with the above terms.
- 22) Family Teacher ownership of pets in the rodent family is prohibited, including but not limited to rabbits, gerbils, rats, hamsters, chinchillas, ferrets, etc. Cats are prohibited.

Failure to comply with the pet policy will result in disciplinary action including but not limited to immediate removal of the pet and/or termination of employment.

*Amended January 28, 2016*

## **17. Nepotism.**

At UYV the employment of qualified relatives is inherent in hiring family-teacher couples. It is common that over time a married couple may move into various management positions at UYV. Because of the lack of qualified Teaching-Family Model managers it is common that related individuals may end up working in the chain of command with a relative.

Related individuals should not be in direct reporting or supervisor relationships with each other, where possible. UYV permits the employment of qualified relatives of employees, of the employee's household, or immediate family as long as such

employment does not, in the opinion of the UYV's Executive Director, create actual conflicts of interest.

For purposes of this policy, "qualified relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation, or any member of the employee's household.

UYV will use sound judgment in the placement of related employees in accordance with the following guidelines:

Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same division, provided no direct reporting or supervisor to subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one's relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative. Related employees may have no decision making authority over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.

Employees who marry while employed, or become part of the same household are treated in accordance with these guidelines. That is, if in the opinion of the Executive Director, a conflict arises as a result of the relationship, one of the employees may be transferred at the earliest practicable time, if possible.

Any exceptions to this policy must be approved by the Utah Youth Village Executive Committee of the Board of Trustees. In the event that the Executive Committee approves an individual to directly supervise a related individual, any evaluation of the supervised related individual will be done in conjunction with the supervising related individual's supervisor.

*Adopted April 18, 2019*  
*Amended June 20, 2019*

## **B. Training**

### **1. Process for Content Changes Made In Training**

Training content must be approved by the Division Director in consultation with the Utah Youth Village Program Director.

*Approved: July 27, 1990*  
*Amended: December 2, 1991*  
*Amended: May 25, 1995*  
*Amended April 16, 2009*  
*Amended January 28, 2016*

## **2. Criteria for Trainers**

In order to insure TFA quality training for pre-service and in-service material of the Teaching-Family Model, a person must meet the following criteria to present courses. The criterion is considered advanced training and will be monitored by the Division Director and/or a qualified TFA trainer. This criterion does not apply to non-member homes.

- a. The person, hereafter referred to as the trainee, shall be a Certified Family Teacher or an Associate Family Teacher.
- b. If the trainee is currently an Associate Family Teacher, the extra time needed for training and preparation shall not conflict with primary responsibilities for the home. This will be determined by the consultant/supervisor.
- c. The trainee will complete the following items in preparation for class lectures:
  - 1) Lecture outlines, handouts, overheads, etc. are given to the trainee.
  - 2) Trainees learn the basic outline, and review the outline for content understanding with the Director of Training and/or a TFA qualified trainer.
  - 3) The trainee is assigned a topic to train and may train with a TFA qualified trainer or solo.
  - 4) The presentation trained by the trainee during the workshop is attended by the Division Director and/or a TFA qualified trainer as a resource for the trainee. He/she will provide brief verbal feedback following the class and help with answering questions from the students or providing correct information if needed.
- d. Based on the average ratings of three or above from the student class evaluations, the trainee will be qualified to teach the course again without supervision.
- e. This training protocol will be implemented for each new section/topic a trainee presents.

*Approved: March 30, 1990*  
*Amended May 25, 1995*  
*Amended April 16, 2009*

*Amended January 28, 2016*

*Amended April 18, 2019*

## **C. Records/Documentation**

### **1. Personnel Records**

The personnel records of UYV belong to UYV and not to the employee. Access to the personnel records of UYV regarding his/her personnel record is subject to the Executive Director's discretion of what is in the best interest of UYV, except to the extent that access is granted as a matter of law. The records of each employee shall be confidentially maintained with access limited to authorized personnel on a need-to-know basis. Personnel records are maintained in the accounting department files, however, some personnel information may be kept in data bases such as training records. Such records may include, but not be limited to the following:

- Application material
- Agreements for employment at Utah Youth Village
- Correspondence regarding employee
- Medical records, to the extent they relate to his/her job
- Proof of education
- Other pertinently related material
- Job Description
- Evaluations
- Reference Checks
- Signed BCI Consent Form
- Signed Code of Conduct
- First Aid Card
- CPR Certificate
- Signed Communicable Disease Guidelines
- Any statement or information that an employee wants to add to his/her file
- Any information relating to the termination of the employee.

Consumer and other evaluation reports of Family Teachers or Associate Family Teachers or any direct service practitioner will not be considered confidential and will be reviewable by staff, affiliated sites, referring agencies, donors and consumers, as determined by the Executive Director.

UYV will protect the privacy interests of clients in the storage and use of private information about the clients. UYV will comply with those privacy laws that may apply to UYV.

An employee's personnel record is the property of Utah Youth Village.

*Adopted February 17, 1987*

*Amended December 20, 1988*

*Amended April 18, 1995*

*Amended September 27, 1995*

*Amended April 16, 2009*

*Amended January 28, 2016*

*Amended April 18, 2019*

## **2. Notice of Privacy Practices (HIPPA)**

Utah Youth Village's programs may or may not be subject to HIPPA. Utah Youth Village chooses to treat certain documents in the following way and this treatment is not intended to be an acknowledgement or admission that Utah Youth Village is subject to HIPPA in any of its several programs.

The purpose of our Notice of Privacy Practices is to inform the recipients about their rights and how protected health information (PHI) collected about them may be used or disclosed by us; and to ensure this organization, its employees and business associates comply with federal and state laws, and organization policies and procedures specific to our Notice of Privacy Practices to the extent they may apply.

Every individual, upon request, has the right to a copy of our current Notice of Privacy Practices. Utah Youth Village's current Notice of Privacy Practices will be posted on the kitchen bulletin board and our web page, for individual's seeking/considering care. Individuals with language barriers such as non-English speaking or illiteracy will be informed of our privacy practices through a translator.

Upon request, every individual will be given a copy of our current Notice of Privacy Practices.

At the time of the first admission to this organization, the individual or guardian or case worker or individual representative will be provided a copy of our Notice of Privacy Practices. In an emergency treatment situation, the Notice of Privacy Practices will be provided as soon as reasonably practicable.

Acknowledgment of receipt of the Notice of Privacy Practices will be documented in the individual's medical record with the individual's (or individual's representative) signature

indicating receipt. If such receipt cannot be obtained, documentation will be made in the individual's medical record of the efforts made to obtain such acknowledgment.

Upon Revision of our Notice of Privacy Practices, a revised Notice of Privacy Practices will be promptly posted and provided upon request to patients or other persons on or after the effective date of the revision.

No employee or business associate can use or disclose personal health information in a manner inconsistent with our Notice of Privacy Practices. Following investigation, employees or business associates who use or disclose protected health information in a manner inconsistent with our privacy practices, or outside of a "need to know" basis, will be disciplined which may include termination for cause.

#### CONFIDENTIALITY OF ALCOHOL AND DRUG ABUSE CLIENT RECORDS

The confidentiality of alcohol and drug abuse patient records maintained by this program is protected by federal law and regulations. Generally, the program may not say to a person outside the program that a patient attends the program, or disclose any information identifying a patient as an alcohol or drug abuser unless:

1. The patient consents in writing;
2. The disclosure is allowed by a court order; or
3. The disclosure is made to medical personnel in a medical emergency or to qualified personnel for research, audit, or program evaluation.

Violation of the federal law and regulations by a program may be a crime. Suspected violations may be reported to appropriate authorities in accordance with federal regulations.

Federal law and regulations do not protect any information about a crime committed by a patient either at the program or against any person who works for the program or about any threat to commit such a crime.

Federal law and regulations do not protect any information about suspected child abuse or neglect from being reported under State law to appropriate State or local authorities.

*Adopted July 1, 2003*

*Amended January 28, 2016*

### **3. Client Files**

To ensure that youth client files are treated with confidentiality and maintained according to the licensing standards of the State of Utah:

- a. A file/record shall be maintained for every youth client that is served by Utah Youth Village.
- b. The records at the Village are considered hybrid records, consisting of both electronic and paper documentation. Documentation that comprises the record may physically exist in separate and multiple locations in both paper-based and electronic formats.
- c. The access to both paper and electronic records of youth will be limited to the treatment team and those individuals with a legitimate need to know.
- d. All paper files will be kept in locked and secured locations. All electronic medical record access will have restricted access secured with passwords.
- e. All employees must maintain the confidentiality of passwords and may not disclose such passwords to anyone. Each employee will have their own unique password to access all electronic youth records.
- f. A client may add a statement to their case record and any personnel may add a response to the client's statement. The client shall be given an opportunity to review any comments made by personnel in response to the client's added statement. When a client's case is closed, the client's records shall be purged of any material that is not reasonably related to the client's experience and history at UYV. Unsummarized notes, personal observations and impressions that have no rational relationship to the clients care or experience at UYV shall be expunged.
- g. Any client may be free to review their files subject to the UYV's management's conclusion that it would not be harmful to the client or the client's family to review the files. The files shall be reviewed in the presence of professional personnel on the organization's premises and carried out in a manner that protects the confidentiality of family members and others whose information may be contained in the record.
- h. If UYV's management determines that it would be harmful for a client to review his/her case record, and applicable law provides no guidance on case record access, then senior management reviews, approves in writing, and enters into the case record the reasons for refusal and procedures permit a qualified professional to review records on behalf of service recipients, if requested, provided the professional signs a statement that information determined to be harmful will be withheld.

*Approved: February 17, 1987*

*Amended: May 24, 1995*

*Amended: September 27, 1995*

*Amended: April 16, 2009*

*Amended Administratively: May 14, 2019*

*Amended: June 20, 2019*

#### **4. Incident Reports**

Any unusual events that occur in the home must be reported to the Consultant/Supervisor immediately. Consultant/Supervisor will give directions to staff for the appropriate follow up and documentation of the event. The Consultant/Supervisor will report incidents to the Division Director.

Some examples include but are not limited to:

- a. Child abuse or suspected child abuse.
- b. Violation of youth's rights.
- c. Physical punishment or unusual punishment.
- d. Aberrant behavior by youth.
- e. Drug abuse.
- f. Fire.
- g. Runaways.
- h. Vehicle accidents.
- i. Hospitalization of youth or emergency medical care.
- j. Theft.
- k. Self-harm or suicide ideation
- l. Medication errors
- m. Manual restraint

Incident report documentation will be consistent with current licensing and contractual obligations of Utah Youth Village/Alpine Academy. The initial written documentation report should be completed within 24 hours.

*Approved February 17, 1987*

*Approved January 28, 2016*

#### **5. Document Retention and Destruction**

Utah Youth Village shall maintain documents for the number of years required by law or by contracts to which Utah Youth Village has entered. Documents with personally identifiable information or which include trade secrets of Utah Youth Village shall be shredded.

*Adopted April 16, 2009*

## **D. Emergency/Safety Procedures**

### **1. Reporting of Loss/Damage regarding Utah Youth Village Property**

To provide an orderly system for reporting of damage/loss of Teaching-Family home property and reimbursement of said loss, all damage/loss of Utah Youth Village property (equipment) must be reported by phone to the appropriate Division Director as soon as possible, but in no case later than within one calendar day of the loss being discovered, followed by an appropriate incident report. The Division Director will report to the Program Director and the Chief Financial Officer.

*Approved February 17, 1987*

*Approved October 21, 1993*

### **2. Sentinel Event Procedures**

Sentinel Events - Division Directors are required to report sentinel events as described below to the Program Director immediately.

A sentinel event is any occurrence involving an unanticipated death or serious, physical, or psychological injury, which takes place in the course of treatment or those that seriously undermine, or have the potential to seriously undermine, the public's confidence in Utah Youth Village. Such events are considered "Sentinel" because they may signal the need for immediate investigation and response.

Examples of sentinel events include, but are not limited to, unanticipated death, permanent loss of function, significant deviation from the usual process for providing health care services, completed suicides, or serious suicide attempts that result in major, permanent loss of physical or psychological function, medication error which results in death or serious permanent loss of physical or psychological function, physical or sexual assault resulting in death or serious, permanent loss of physical or psychological functioning.

Protocol when a sentinel event occurs:

- a. Dial 911 - Obtain immediate emergency help when necessary.

- b. Immediately account for and provide for the safety of all other adults and youth in the facility.
- c. Immediately inform the Supervisor and the Division Director of the event.
- d. The Division Director will immediately notify the Program Director who will notify the Executive Director.
- e. The Program Director will provide the Division Director with instructions for the notification of significant others.
- f. Interviews and official comments regarding treatment incidents and sentinel events will be handled by the Executive Director, the Program Director, or the Development Director. No other personnel are authorized to speak on behalf of Utah Youth Village in public forums without the consent of the Executive Director.
- g. Comply with all contractual and licensing reporting requirements.
- h. At the direction of the Executive Director and/or Program Director, an investigation and independent review of the incident will be initiated within 24 hours.
  - 1. Information should be sought and gathered from all involved individuals as quickly as is practical and reasonable to do so, considering the nature of the incident.
  - 2. Document the actions taken within 48 hours of occurrence
- i. At the conclusion of the investigation, the Executive Director, Program Director, and Senior Utah Youth Village leadership determine any additional actions necessary and future steps for eliminating or reducing the threat or potential harm related to the original incident.

*Adopted: February 17, 1987*

*Amended: June 23, 1995*

*Amended: May 29, 2002*

*Amended: March 23, 2006*

*Amended April 18, 2019*

### **3. Suicide Risk Assessment for Family Homes, Transitions and Alpine Academy**

#### **Reference Only**

\*\*\*Dial 911 and obtain immediate emergency help when needed. If necessary, intervene to ensure safety of youth and others.\*\*\*

\*\*\*Suicide Risk Assessment document must be completed within 24 hours after staff becomes aware of risk.\*\*\*

**Step 1)** When a suicide statement is made by a youth, the staff working with the youth will contact the licensed clinician assigned to the client. If the primary clinician is unavailable, then contact the clinical director. The licensed clinician will consult and inform staff of the next steps.

If the clinician asks for a formal suicide assessment, continue with the steps below:

**Step 2)** Staff asks questions from "Formal Interview".

**Step 3)** Staff contacts clinician to review "Formal Interview" and clinician determines if youth is low, moderate or high risk. Staff follows plan of action for low, moderate or high risk category, which is outlined below.

**Step 4)** Staff completes coping card with youth.

**Step 5)** Clinician must document suicide risk in all progress notes until risk subsides.

\*If the youth refuses to participate in the "Formal Interview", please notify clinician and document this in the formal interview.

**Step Two Details: Formal Interview done by Family Teacher, Teaching Parent or Associate Family Teacher:**

*Assess Suicidal Desire and Ideation:*

Have you been having thoughts of suicide or wanting to kill yourself?

Do you think about wanting to be dead?

Do you feel connected to other people?

Do you have someone you can talk to when you're feeling badly?

Sometimes people think, "The people in my life would be better off if I were gone." Do you think that?

Have you been feeling angry/irritable?

Have you been having nightmares?

Have you been having sleep disruptions? If yes, please explain.

*Assess Resolved Plans and Preparations:*

Duration (look for preoccupation):

When you have these thoughts, how long do they last?

*Intensity:*

How strong is your intent to kill yourself? 0 not intense at all; 10 very intense

*Past suicidal behavior:*

Have you attempted suicide in the past? If yes, how many times? What were the methods used? What happened after you attempted?

Have you attempted to self-harm in the past?

*Specified plan (look for vividness details):*

Do you have a plan for how you would kill yourself? If yes, what is the plan?

*Means and opportunity:*

Do you have an item to assist in hurting yourself? Do you think you'll have an opportunity to do this? If yes, please explain.  
Have you made preparations for a suicide attempt?  
Do you know when you expect to use your plan?

*Fearlessness:*

Do you feel confident you could attempt suicide?  
Do you feel afraid?

*Assess "Other Significant Findings":*

*Precipitant Stressors:*

Has anything especially stressful happened to you recently?

*Hopelessness:*

Do you feel hopeless?

*Impulsivity:*

Do you have coping skills?  
Do you use your coping skills when feeling badly?  
Sometimes, when people feel badly, they do impulsive things to feel better. Has that ever happened to you?

\*\*\*Residential staff reports "Yes" answers with explanations to assigned clinician, Clinical Director, or Assistant Clinical Director. Clinician will then determine risk category.\*\*\*

**Therapist assesses client as: Low, Moderate, or High**

**Step Three: Follow Plan of Action for Risk Category**

Low:

1. Staff ensures that supervisor and primary clinician are contacted.
2. Create/review coping card with youth.

Moderate:

1. Staff ensures that the supervisor and primary clinician are contacted.
2. Clinician and supervisor connect to determine level of monitoring and supervision with youth.
3. If appropriate, remove youth's access to items used to self-harm.
4. Create/review coping card with youth.

High:

1. Client should be accompanied and monitored until risk subsides.
2. Remove access to items that youth could use to self-harm.
3. Clinician, supervisor and psychiatrist determine if hospitalization is appropriate.
4. Create/review Coping Card with youth.

Follow up process: Residential Supervisor and Clinician assigned to the youth will follow up within 24 hours after initial assessment is completed. Clinicians will assess for suicide ideology in therapy sessions and add appropriate documentation in clinical notes until suicide symptoms subside.

#### **Step Four: Coping Card**

To Create a Coping Card:

\* Explain the rationale to the youth: "I'd like you and I to work together to come up with some steps you can take when you're upset and thinking about suicide. It can be hard to think clearly when you're feeling upset, so I'd like you to keep this card with you and pull it out when you need it."

\* Brainstorm with the youth things that will help him/her feel better: "Have you found things in the past that have helped you when you were feeling badly?" Your goal is to find activities that can help the youth take the edge off intense feelings, distract him/her from suicidal thoughts, and regulate their mood.

\* Staff documents youth's responses below while youth writes down their own copy.

---

Client's name:

When I'm upset and thinking about suicide, I'll take the following steps:

Step 1: What is upsetting me?

Step 2: How am I currently reacting to being upset?

Step 3: What coping skills can I use to help me feel better?

Step 4: Write down a few people that can help me and what they can do.

**\*\*Add supervisor, clinician, and Clinical Director, as signers to this note.\*\***

*Adopted: February 17, 1987*

*Amended: June 23, 1995*

*Amended: May 29, 2002*

*Amended: March 23, 2006*

*Amended April 18, 2019*

#### **4. Community Services Suicide Prevention (Families First, Mentoring, Permanency Worker)**

All clients within the Community Services and/or Families First programs who have a history of suicide ideation disclosed by the referring worker, or who exhibit warning

signs of suicide, will be screened using the Columbia-Suicide Severity Rating Scale (C-SSRS) at the first appointment by the worker assigned to work with them.

When suicide risk is identified, the worker will call and staff it with their coordinator that same day. The Coordinator and Director will determine how to proceed and whether services should be continued at that time, based on the outcome of the decision tree and any recommendations made by the “crisis response professional” as applicable by the decision tree.

The worker will document the results of the screening and any actions taken. The Safety Plan (Stanley-Brown version) will also be uploaded to the client file. All notes related to suicide risk will be entered within 72 hours after the contact. If any edits are made to the safety plan in follow up visits the worker will document that in the “Notes” section of the client file and in a case note.

Coordinator will review suicide related cases in weekly consultation with the Community Services Worker and document staffing in the TRAC Consultation Notes to ensure appropriate actions and follow up are completed in accordance with this policy.

*Adopted April 18, 2019*

## **5. Vehicle Safety**

This policy is to ensure the safety of Utah Youth Village youth and employees being transported.

- a. Program youth are not allowed to drive any program or personal automobile or moving vehicle.
- b. When driving or riding, youth and employees must wear seat belts at all times.
- c. It is the driver's sole responsibility to ensure that all children (including young children in child safety seats) are buckled when being transported.
- d. Failure to follow all seat belt laws and Utah Youth Village policy when transporting youth may result in immediate termination of employment or contract.
- e. While in placement at Utah Youth Village, youth may not operate a motor vehicle, unless under supervision of their legal guardian and in no event may a youth operate a vehicle on Utah Youth Village property.
- f. Staff vehicles are not to be used to transport youth, except in situations of emergency, or with approval of the Division Director.
- g. All vehicles used for Utah Youth Village business purposes shall be properly maintained. Tire pressure on van tires shall be checked periodically by family home

staff and by consultants/Supervisors. Vehicles are to be serviced on a quarterly basis and should include as needed:

- 1) Oil and lube, and antifreeze
  - 2) Tune up
  - 3) Alignment
  - 4) Brakes
- 
- h. Employees of Utah Youth Village are required to wear a seat belt and have every passenger in the vehicle wear a seat belt whenever using a vehicle for Village business. When running an errand on Village business, going to court, going to a family home/foster home or transporting youth or staff, all occupants of the vehicle must wear seat belts at all times. No exceptions.
  - i. Employees of Utah Youth Village are required to obey all traffic laws, to drive reasonably and safely.
  - j. Utah Youth Village does not approve the use of electronic devices by any employee when they are operating a vehicle that is transporting youth.
  - k. Employee use of cell phones while driving for Village business must be in accordance with current laws and regulations. It is the responsibility of the employee to ensure that their use of cell phones while operating a vehicle will not compromise their safety or the safety of others. Employees choose to operate a cell phone while driving at their own risk. Utah Youth Village does not require that an employee operate their cell phone while driving.
  - l. Failure to follow this policy and to obey all traffic laws will be grounds for disciplinary action up to and including termination for cause.
  - m. All UYV vehicles shall be currently registered and inspected as required by law.
  - n. All UYV vehicles shall be insured to the extent required by law.

*Approved February 17, 1987*

*Amended June 23, 1995*

*Amended September 27, 1995*

*Amended April 16, 2009*

*Amended January 28, 2016*

*Amended April 18, 2019*

## **6. Emergency Response Plan**

To delineate procedures for dealing with various emergency situations, to ensure safety, and to minimize risks:

The Utah Youth Village will maintain a safe, comfortable living and working environment for students and staff in all of the locations owned by Utah Youth Village. When this environment is compromised or disrupted, staff will take the necessary actions to eliminate whatever danger or uncomfortable conditions exist and ensure student and staff safety. The responsibility for supervision and direction of staff in a crisis is to be assumed in the following order:

- Program Director
- Division Directors
- Program Consultants/Supervisors
- Family Teachers (including Treatment Parents and Associate Family Teachers)

All staff will be trained in general emergency procedures. Procedures will be reviewed and rehearsed annually thereafter.

### Earthquake

In the event of an earthquake, as with any emergency situation, the safety of the staff and youth is paramount. Of secondary concern is security.

### Preparedness

- a. Staff will be aware of areas in the building or family home that provide a safer environment in an earthquake: doorways, under stairways, in areas away from overhead items, and free of glass.
- b. Staff will avoid storing items in high places. Youth will be educated about earthquake safety and bi-annual drills will be conducted.
- c. The Division Directors will stay abreast of community emergency plans and issues related to earthquake preparedness, and are responsible for implementation at their facility.

### Power Outage or Disruption

In the event of a power failure, the Family Teachers will distribute battery power emergency lights. Youth are to congregate in the central area of the house (as designated by the Family Teachers) and staff will ensure that everyone is accounted for. Staff must remain calm and keep students from becoming excited.

Keep the students busy with a meeting or activity to take their minds off the unusual circumstances. The power outage should be reported to Rocky Mountain Power as soon as possible. Once power is restored, the Family Teachers will contact the Consultant if any special conditions exist.

Alpine Academy School - If students are in class when a power outage occurs, they are to remain there until teachers receive instructions from the Family Teachers. The classroom has windows to provide external light. Teachers should keep class operating as normal as possible during the outage period.

### Gas Leaks

In the event of a gas leak, the Family Teachers will instruct youth and staff to evacuate the building in the same manner as they would for fire alarms. Youth and staff are to assemble in the designated assembly area. The gas main is to be turned off as soon as possible. The fire department at 911 and the Questar Gas Company are to be called immediately and notified of the situation. The Consultant shall be notified as soon as possible. The Consultant or designee will give the all-clear message once there is no longer a danger as determined by the Director or the Fire Department. If it will not be possible to re-enter the building within a reasonable amount of time, it may be necessary to initiate further evacuation procedures.

### Water Leak, Broken Pipe, or Flood

In the event of a major water problem, relocate youth and staff to safer and dryer areas of the building. This area will be designated by the Family Teachers. If necessary, the building should be evacuated. The electricity should be shut off in the flooded areas. This may be done by the fuse box for that area or the main pull.

If the water problem is caused by a leak in the plumbing, the water main should be turned off. The Consultant shall be notified as soon as possible.

### Fire

In the event that a fire occurs at a building or the smoke detectors go off, the safety of the clients and staff is paramount. Of secondary concern is security. Since fires don't afford any advance warning, the procedures are divided into three parts: preparedness, during, and after.

#### *Preparedness*

Fire safety inspections shall be conducted annually by the local fire authorities.

Monthly inspections of smoke detectors and fire extinguishers shall be conducted by the Family Teachers. Building housekeeping and maintenance shall be inspected monthly by the Consultant to ensure that exits are not blocked, flammable materials are stored in a locked cabinet according to local fire ordinances, and clutter is not collecting either inside or outside the building.

Youth and staff shall be educated about fire safety and evacuation procedures. A fire exit plan shall be provided to each student. A copy of this plan shall be posted in the family home office. Monthly fire drills shall be conducted by the Family Teachers and documented on the Fire Drill Log.

At no time shall youth be allowed to have matches or lighters in their possession. They will not be allowed to burn candles, incense, etc., in their bedrooms or other areas of the house. Youth shall not handle matches or candles unless supervised by the staff.

#### *During*

A staff member shall be present whenever the youth are in the kitchen or preparing food. Use of the stove, oven, microwave and barbeque shall be supervised at all times. In the event of a fire, smoke detectors going off, or staff yelling "Fire!" the youth shall be instructed to evacuate the building and assemble in the designated evacuation assembly area. The Family Teachers shall ensure that all students and staff are accounted for. If appropriate, the Family Teacher shall attempt to extinguish the fire with a fire extinguisher. If this is not possible, the Family Teacher shall evacuate the building and notify the local fire department on a cellular phone. The Consultant shall be notified as soon as possible. Staff shall keep the youth calm and ensure their safety at all times. Staff and youth will remain in the assembly area unless instructed to move elsewhere.

#### *After*

After the fire is extinguished or the reason why the smoke detector went off is identified, the Family Teachers will assess the damage. If the building is deemed unsafe by fire authorities, youth will be evacuated to the relocation site. If conditions permit, the staff and youth shall be allowed to re-enter the building.

#### General Emergency Preparedness:

The family homes should have access to items that are essential for the survival and safety of staff and students in the event that they must evacuate the family home or are cut off from outside communication resources for a period of time. These items should be stored in a designated area of the home, preferably in the storage container that can be easily transported if the home must be evacuated.

- a. Where practical, three days of prescription medication for all youth in properly labeled containers with dispensing instructions.
- b. First aid supplies and over-the-counter medications.
- c. Water for all staff and youth for at least one day (a minimum of one quart of water per day per person).

- d. Refrigeration-free food items that are high in carbohydrates and proteins that can be used as snacks if youth must evacuate the home and stay in the evacuation location for an extended period of time. Some examples are: meal replacement or energy bars, dried fruits, nuts, jerky, candy bars, juice, etc.
- e. A battery-powered flashlight for each staff and youth.
- f. Blankets for each staff and student.
- g. A copy of the youth identification cards containing all significant information on each youth, their referral agency, and/or parents.
- h. Extra pens and point cards
- i. A battery-powered radio.

Each Division Director will be responsible for maintaining and training emergency response procedures specific to the Division they are responsible for.

## REGARDING THE COMMUNITY SERVICES DIVISION

Within the Community Services Division, workers may likely be out in the community working with youth or families at the time of an emergency situation. Your safety is important and please take all reasonable steps to ensure your safety as well as that of the client(s) you may be with. If at a client's home, please take all reasonable precautions to ensure your safety. Community Services workers should update their Coordinator about their, and their client's safety, as soon as reasonably possible.

In the event of an:

### Earthquake

While in client's homes, Community services workers will help responsible guardians account for the safety of family members. This includes leaving the home, if it has become unsafe to occupy, until qualified authorities deem it safe to return. If in the community with a client, Community services workers will be responsible for the safety of the client until they can be returned to the care of their appropriate guardian. The Community services member will contact their Coordinator who will then communicate with the director to make sure everyone is safe. If unable to reach client's home the worker will transport the client to Utah Youth Village main office which is designated as an official gathering place during emergencies.

### Power Outage or Disruption

Community services workers will remain calm and help keep family members calm. They will attempt to find, or support the family in finding, flashlights or other sources of sufficient light. If appropriate, Community services workers will support the family in

contacting the appropriate company to make a report and facilitate a quick resolution to the power outage. If unusual circumstances exist the Community services worker will contact their Coordinator who will then communicate with the director.

#### Gas Leaks

Community services workers will instruct the family to evacuate the home to a safe distance. 911 and the gas company are to be called immediately. If unavailable at the time, the responsible party (homeowner, rental agency, management company, etc.) will be notified of the situation. The Community services worker will contact their Coordinator who will then communicate with the director to make sure everyone is safe.

#### Water Leak, Broken Pipe, or Flood

Community services workers will help family members move to a more safe, secure, and dry location and suggest following general safety rules such as turning off electricity to flooded areas, calling a landlord or plumber, or calling emergency services. If unusual circumstances exist the Community services worker will contact their Coordinator who will then communicate with the director.

#### Fire

##### *During:*

Community services workers shall instruct family members to evacuate the home and assemble a safe distance from the fire where family members will be accounted for. The fire department will be called immediately. The Community services worker will contact their Coordinator who will then communicate with the director to make sure everyone is safe.

#### General Emergency Preparedness:

Community services workers basic emergency preparedness materials. It is suggested these materials should be accessible while out working in the community, possibly in the worker's car. Such items might include:

- a. First aid kit
- b. Blanket
- c. Water
- d. Flashlight
- e. Non-perishable food

Following the safe resolution of the emergency situation, employees will complete incident reports as directed by the Division Director.

#### Administrative Work Sites:

In the event that one of the Utah Youth Village administrative worksites becomes unusable for any reason, the administrative tasks of that unusable location shall be relocated to one of the other Utah Youth Village administrative buildings. For example, basic accounting and administrative functions which are now done in the main office could move to the Families First Offices or to either of the Alpine Academy office areas while the administration determines a more permanent location for these functions.

Many individuals who usually work in Utah Youth Village buildings that may become unusable will be able to do most of their jobs from their homes because of the Google based and cloud based systems that Utah Youth Village has developed. Utah Youth Village maintains a complete off-site back up of any data systems that are not Google or cloud based. So all of these kinds of functions can be initiated and run from an alternate site with minimal data loss.

Staff and other administrative meetings can be held in one of the other buildings with administrative office/meeting capacity.

Because the various administrative buildings of Utah Youth Village are in such diverse and disparate locations it is extremely unlikely that they would all be unusable at once.

Treatment Sites:

In the event on of the Utah Youth Village family homes or Alpine Academy homes becomes unusable, the administration shall consider what steps would be necessary to find another location for the dislocated family (staff and youth) and coordinate with whomever has custody of the youth in the home regarding their desires for the youth. Depending on the populations of other homes, youth may be transferred to other homes within Utah Youth Village or to other treatment providers or to a temporary facility, if approval for that temporary facility can be approved/licensed by the Office of Licensing of the Utah Department of Human Services.

Utah Youth Village will also provide temporary housing for the staff who are living in a home that becomes unusable until it becomes clear how the youth from that home will be housed/treated and/or until the dislocated staff can obtain living arrangements of their own.

*Approved May 23, 1990*  
*Amended February 2003*  
*Amended April 16, 2009*  
*Amended January 28, 2016*  
*Amended June 20, 2019*

## **E. Treatment**

### **1. Communicable Diseases**

Utah Youth Village will incorporate, support, and train current policies and procedures consistent with the Department of Social Services Office of Licensing, regarding practices to prevent and treat communicable disease.

*Approved May 23, 1990*

*Amended April 16, 2009*

### **2. Youth Admittance Policy: AIDS**

It is the responsibility of the referral source to provide results of an AIDS test if requested by Utah Youth Village as part of the screening process for admissions.

If a youth shows a positive result for the AIDS virus but in the professional judgment of the Village staff and DCFS, it is not reasonably foreseeable that the youth would engage in behavior that would communicate the disease to another person, the youth may be admitted only if the following precautions are taken:

- a. Family Teachers, Associate Family Teachers and Treatment Parents are certified in American Red Cross First Aid and CPR as per usual training requirements.
- b. Latex gloves are available in the family home and van for first aid emergencies.
- c. Family Teachers, Associate Family Teachers and Treatment Parents receive AIDS education prior to placement.
- d. Family Teachers, Associate Family Teachers, and Treatment Parents deliver preventative AIDS education to the youth upon placement and periodically thereafter.
- e. The youth is identified to the other residents in the home as an HIV carrier.
- f. The HIV youth's room assignment is determined by the Consultant/Supervisor, Program Director, and Family Teachers.
- g. The Division of Family Services complies with its own policies in attaining appropriate waivers from the guardians of the other youth in the home, and
- h. The Family Teachers and Treatment Parents specifically agree to the placement (Family Teachers and Treatment Parents may decline the placement).

Approved January 15, 1990  
Amended May 25, 1995  
Amended April 16, 2009  
Amended January 28, 2016

### **3. Youth Admittance Policy: Arson**

A youth may not be admitted to Utah Youth Village if, according to the professional judgment of the staff involved in the admissions process, it is reasonably foreseeable that the youth will exhibit fire-setting behavior while in placement at the Village. In determining the youth's fire-setting potential, the following items, together with any other relevant information, shall be considered:

- a. How recent was the fire-setting behavior?
- b. How often has it happened?
- c. What are the facts surrounding the fire-setting?
- d. Have the fire-setting incidents threatened people or property?

When a youth is admitted who has had prior fire-setting experiences, the following prerequisites must be complied with:

- a. The findings of the juvenile court concerning the incident(s), and restitution or fines are disclosed at placement by the placing caseworker.
- b. Documentation of a low potential for an episode of fire-setting during placement will be sought in existing psychological evaluations. If documentation is not available, a signed statement from psychological evaluator, satisfactory to the Village, will be provided by the referral source stating that the youth is not likely to set fires during placement.
- c. Smoke alarms are in every youth's bedroom, in addition to current fire code compliance.

*Approved January 15, 1990*  
*Amended April 16, 2009*

### **4. Grievance Procedure for Youth**

For youth who are or are not wards of DCFS/DJJS or other clients of Utah Youth Village, a grievance is defined as any condition of placement or service which the client thinks or feels is unethical, unlawful, unjust or inequitable. Any client may submit grievances in the following sequence:

- a. A grievance must be first reviewed and discussed thoroughly with the client's treatment provider. If a satisfactory resolution cannot be obtained from the treatment provider, the client can file a formal grievance.
- b. A formal grievance must be submitted in writing to the Consultant/Supervisor of the treatment provider for the client. If the client does not feel the answer received from the Consultant/Supervisor is just, the client may continue through the chain-of management up to the Program Director of Utah Youth Village. The Program Director's decision is final.

The grievance shall be written in the following manner:

- a. Full name of grievant (client)
- b. Date, time and place initial grievance took place
- c. What was happening
- d. Policy and procedure in dispute, if any
- e. Specific nature of grievance
- f. Reason grievance was not reconciled

For youth who are wards of DCFS/DJJS, the grievance process shall follow the requirements of the contract.

*Adopted August 10, 1989*

*Amended June 23, 1995*

*Amended April 16, 2009*

*Amended January 28, 2016*

*Administratively Amended June 21, 2019*

## **5. Youth Rights Committee**

Should allegations of youth rights violations come to the attention of Utah Youth Village Administration, the following will occur:

- a. The Program Director will be notified immediately.
- b. The Program Director will determine the necessity of activating the Youth Rights Committee with guidance from the Executive Director.
- c. The Youth Rights Committee consists of:
  - 1) Lead person representing Utah Youth Village administrative staff.
  - 2) Treatment provider designated by the Program Director.

- 3) One other individual representing Utah Youth Village administrative staff. This individual should not be the consultant/supervisor to the home in question.
- d. The Youth Rights Committee when activated will:
- 1) Interview youth making the allegation.
  - 2) Help youth formalize written and signed documentation of the incident.
  - 3) Interview all youth to determine and question witnesses of the incident, and also ascertain if similar incidents have occurred in the past.
  - 4) Review pertinent incident reports and other documentation.
  - 5) Interview treatment providers in the home.
  - 6) Provide written documentation of findings to the Program Director within five working days of the incident.
  - 7) Educate treatment providers regarding this process.
- e. The Program Director will review the report of the Youth Rights Committee to determine recommendations. These recommendations will be reported to the Executive Director.

*Adopted: March 1, 1990*

*Approved: March 30, 1990*

*Amended & Approved: June 9, 1994*

*Amended April 16, 2009*

## **6. Adult Supervision**

To provide for the safety and well-being of all youth:

Direct Care Providers are responsible and held accountable for all events that take place during the course of a youth's placement in a Utah Youth Village program. Therefore, adult supervision must be maintained at all times. Youth to staff ratios will not exceed the requirements set by the State of Utah Department of Licensing at any given time.

Adults responsible for the supervision of youth must maintain credentials as required by the State of Utah Department of Licensing including, but not limited to, a cleared criminal background check, CPR/First Aid certification, manual restraint training, and Teaching-Family Model training.

*Approved February 17, 1987*

*Amended April 16, 2009*  
*Amended January 28, 2016*

## **7. Child Abuse or Neglect Reporting**

Every employee of Utah Youth Village/Alpine Academy who has reason to believe that a child has been subjected to abuse or neglect, or circumstances which would reasonably result in abuse or neglect, must notify his/her supervisor immediately.

Any supervisor who receives a report of suspected or perceived abuse or neglect shall immediately notify their Division Director or the Utah Youth Village Program Director or the Utah Youth Village Executive Director. Any member of management that becomes aware of suspected or perceived abuse or neglect must immediately report it to the Utah Youth Village Program Director and Executive Director.

A report of said suspected or perceived abuse or neglect must be made by one of the Utah Youth Village/Alpine Academy employees, supervisors or directors immediately to the nearest peace officer, law enforcement agency or office of the Division of Family Services. Only one report is necessary; however, all employees are under the obligation to make sure a report is made. Employees who make such reports that are made in good faith and are factual are immune from liability, either civilly or criminally, under Utah Code Annotated 62A-4a-410.

### **Who must report situations involving abuse or neglect?**

All employees are subject to this requirement.

### **When to Report:**

The law requires that you report immediately.

### **To Whom Do You Report:**

Make a report to the nearest peace officer, law enforcement agency or office of the Division of Family Services.

### **Individual Responsibility:**

If the individual confers with a superior and a decision is made that the superior file the report, one report is sufficient. However, if the superior disagrees, the individual with the original suspicion must nevertheless make a report.

### **Liability for Failure to Report:**

Any person, official or institution who willfully fails to report suspected abuse or neglect is guilty of a class B misdemeanor which could include a fine and/or jail time.

*Approved February 17, 1987*

*Amended April 16, 2009*

*Amended January 17, 2013*

## **8. Medical Policy**

The following is the medical care procedure when youth require medical attention:

### a. Emergency Hospitalization

- 1) When a youth is transported for emergency room treatment, the hospital personnel will require permission from the parent or guardian to treat and/or hospitalize the youth.
- 2) The Program Consultant/Supervisor must be notified of all emergency hospital visits.
- 3) Primary staff transporting youth to a hospital must remain with the youth during the entire admission procedure and until the hospital nursing staff states that they may leave the youth following admission to his/her room, and the Consultant/Supervisor has approved a staff member to leave a youth unsupervised during the hospital admission.

### b. Emergency Treatment

- 1) Staff must be familiar with the closest routes to the nearest hospital.
- 2) If a youth is found unconscious and respirations or pulse have ceased, follow the current CPR guidelines for resuscitation.
- 3) Call the paramedics for assistance. Emergency numbers must be posted in an easily accessible location next to the phone.
- 4) If the paramedics are not needed but medical attention is, determine transportation to the hospital.
  - a) "Walking wounded" can be transported per van.
  - b) Avoid driving alone with a seriously ill or injured youth.
- 5) Call the parent(s) and caseworker as soon as the immediate treatment needs of the youth have been taken care of.

- 6) Notify the Consultant/Supervisor, Division Director, or the Program Director if the Consultant/Supervisor is not available.
- c. Non-emergency Hospitalization
- 1) Non-emergency hospitalizations require permission of the youth's parent or guardian.
  - 2) Primary staff will transport the youth to the hospital and remain with the youth during the entire admission procedure and until the hospital nursing staff states that they may leave the youth following admission to his/her room, and the Consultant/Supervisor has approved a staff member to leave the youth unsupervised during the hospital admission.
- d. Prescriptions
- 1) Prescriptions should be kept in a secure and locked place in the home such as a locked office file cabinet in accordance with State Licensing requirements.
  - 2) Family Teachers, Associate Family Teachers, and Treatment Parents are responsible to assure and document that youth are actually taking prescribe medication.
    - a) Failure to administer medication according to the directions of the physician is a youth rights violation.
    - b) Youth should not receive consequences for forgetting to take their medication; it is the responsibility of the staff to ensure that medication is taken.
    - c) Any disruption in medication requires the employee to immediately notify their supervisor for reasons including staff error, medication refusal, illness, loss of medication, etc.
- e. Routine Medical/Dental Care
- 1) Family Teachers and Treatment Parents are responsible for consulting with caseworker/legal guardian of youth regarding scheduling and following through with routine medical/dental care.
  - 2) Family Teachers and Treatment Parents must obtain permission from caseworker/legal guardian before seeking routine or elective medical care.
  - 3) All medical treatment must be documented according to State requirement, contractual obligations, or Division policy.

*Approved February 17, 1987*  
*Amended April 16, 2009*  
*Amended January 28, 2016*

## **9. Religious Practices**

Every youth, with sensitivity to religious preference of the parent or guardian, shall be given reasonable accommodation to attend the church of their choice and practice their religious beliefs subject to the youth's ability to be appropriate in the church setting.

*Approved February 17, 1987*  
*Amended April 16, 2009*  
*Amended January 28, 2016*

## **10. Use of Programmatic Discipline**

To ensure that discipline, when imposed by Teaching-Family staff on a youth at Utah Youth Village, is fair, effective, humane, and in keeping with the guidelines established by Federal Law, the Utah Department of Human Services and the Code of Ethics of the National Teaching-Family Association (see Appendix):

- a. Discipline shall be defined as the method(s) of dealing with infractions of the rules by youth within Utah Youth Village and the community in which they live. As may appear reasonable to the staff, the least restrictive disciplinary action will be sequentially administered by all Teaching-Family staff.
- b. Discipline shall be used to help the youth develop self-control and to learn to assume responsibility for their own actions. In order to help youth know the rules of their home and of Utah Youth Village, each home shall explain rules to youth. The rules shall set the limits of behavior required for the protection of the individual youth and the group. These rules shall be explained to the youth by the staff within 48 hours of in-home placement.
- c. Regular review of the home rules will occur for youth and Teaching-Family staff. Family meeting will be the forum for rules review in most cases.
- d. The youth in the home have the right at any time to appropriately ask for review of any home rules within the Family Meeting process.
- e. Prior to the imposition of discipline, the youth shall have the reason (rationales) for imposing the discipline explained. As often as possible, the youth shall also be offered the opportunity to explain the reasons for the conduct leading to the discipline.

- f. The individual youth file shall contain a summary of the discipline imposed, specifying the conduct of the youth leading to the discipline, and the nature and duration of the discipline. Documentation of said event will be recorded on a Utah Youth Village incident report.
- g. The Program Director or designee shall review all discipline imposed on individual youth at the end of the duration of the discipline. The reviewer shall not be the individual who imposed the discipline measure. This precaution will help to ensure the protection of the individual rights of the youth.
- h. Acceptable discipline includes:
  - 1) Firm, positive statements
  - 2) Rewards for positive behavior
  - 3) Assigning special additional tasks for periods not to exceed one week.
  - 4) Temporary removal of privileges: e.g., television, personal electronic devices, telephone, , free time with other youth, etc.
  - 5) Withholding a youth's monthly personal spending money shall occur only for reasonable restitution for damages done by the youth.
- i. Limitations of discipline:
  - 1) Discipline shall be in proportion to the particular inappropriate behavior and shall be initiated by staff within an appropriate time period of learning of the inappropriate behavior.
  - 2) Discipline shall be carried out by the responsible Family Teacher or Treatment Parent professional that directly supervises the youth.
  - 3) No youth shall be subjected to verbal abuse, threats, or derogatory remarks under any circumstances.
  - 4) No youth shall be subject to corporal punishment under any circumstances.
  - 5) No youth shall be deprived of a regular meal or part of a meal as discipline.
  - 6) No youth shall be deprived of visits or telephone contacts with family, or legal assistance, his/her assigned caseworker or other persons who have established a parenting bond, as identified by the legal guardian of the child.
  - 7) No youth shall be deprived of clothing or sleep as discipline.
  - 8) No youth shall be deprived of items necessary for personal hygiene (e.g., toothpaste, toothbrush, soap, comb, etc.) as discipline.
  - 9) No youth shall be deprived of an opportunity for a daily shower or bath and access to toilet and drinking water as discipline.
  - 10) No youth shall be subjected to unclean or unsanitary living conditions as discipline.
  - 11) No youth shall be deprived of health care as a discipline.

- 12) No youth shall be deprived of exercise, or forced to exercise as discipline.
- 13) No youth shall be deprived of a right to receive and send uncensored mail as discipline.
- 14) No youth shall be deprived of an opportunity to attend religious services and/or religious counseling of her choice as discipline.
- 15) No youth shall be disciplined for toilet accidents.
- 16) No youth shall be subjected to any behavior management techniques except as provided in subsequent sections of this manual.

In addition to all other prescribed disciplines set forth in this procedure, no youth shall be subjected to cruel or unusual punishment as discipline.

NOTE: All Staff working directly with Utah Youth Village youth are required to refer to the following sources for a more in-depth discussion of the use of Behavior Management Techniques and are expected to comply with the requirements of the:

- a. Standards of Ethical Conduct of the Teaching-Family Association (See Appendix).
- b. Utah Youth Village Pre-Service Workshop

*Approved February 17, 1987*

*Amended May 25, 1995*

*Amended April 16, 2009*

*Amended January 28, 2016*

*Amended April 18, 2019*

## **11. Use of Restraint Techniques**

To ensure that any emergency behavioral intervention technique employed at Utah Youth Village is within the guidelines established by Federal Law, Utah Department of Human Services and the Standards of Ethical Conduct of the Teaching-Family Association and to outline emergency behavioral intervention requirements and procedures to prevent injury to children, caretakers and other staff during a behavioral crisis in which a child may be aggressive or assaultive:

Emergency behavioral intervention shall be defined as a behavioral intervention designed to rapidly decelerate aggressive or assaultive behaviors by means of manual restraint, mechanical restraint, seclusion, use of psychotropic drugs, time out or any other procedure which the client is likely to find aversive, has the potential to result in injury to the client or may be construed as abusive by an uninformed observer.

a. Manual Restraint

- 1) Any procedure of personal restriction by another person or persons, using the minimum force necessary that immobilizes or reduces the ability of a client to move his or her arms, legs or head freely and is continued only as long as the client presents a danger to himself or others.
- 2) Utah Youth Village permits the use of manual restraint as an emergency behavioral intervention only when other less intrusive interventions have been determined to be ineffective in dealing with the following conditions:
  - a) The client is a danger to others: Physical violence toward others with sufficient force to cause bodily harm.
  - b) The client is a danger to self: Self-abuse of sufficient force to cause bodily harm.
  - c) Threatened abuse towards others or self that may, with evidence of past threats or actions, result in danger to others or self.
  - d) Extensive property damage.
- 3) The use of manual restraint techniques are limited to those who are trained in manual restraint techniques in the Intensive Teaching and Crisis Intervention sections of the Pre-service Workshop or Crisis Intervention in-service workshops.
- 4) Unwarranted use of restraint or failure to implement restraint procedures consistent with Utah Youth Village-endorsed training and policies will result in disciplinary action, up to and including termination of employment.

b. Mechanical Restraint.

Definition: The use of a mechanical device, object or other restraining material (such as tape or cloth restraints), that may not be freely removed by the client, or is designed to inhibit the physical movement of a client. Utah Youth Village forbids the use of mechanical restraint of any kind as a behavioral intervention technique.

c. Seclusion

A behavior control technique involving locked isolation in which a client is placed in a secured room, removal is contingent upon passage of a specified period of time or cessation of the target behavior, and staff physically prevent (e.g. locking doors, physically holding doors to prevent opening, etc.) the client from leaving the room until the removal criteria are met. Utah Youth Village forbids the use of seclusion of any kind as a behavioral intervention technique.

d. Psychotropic Drugs

Psychotropic drugs can be used as a behavioral control technique to control a client's behavior in an emergency situation. Utah Youth Village forbids the use of

psychotropic drugs as an emergency behavioral technique. Psychotropic drugs may only be used if the drug is prescribed by a physician or psychiatrist licensed in the State of Utah as a clinical component of a client's treatment plan under the direct management and supervision of a physician. The prescribing physician must have personally examined the child prior to prescribing the drug. The examination shall be written into the client's record and accompanied by a statement by the physician containing the following information:

- 1) Description of the client's current mental and physical condition, including a description of the physical symptoms, if any, resulting from effects of previously administered psychotropic drugs.
- 2) The intended effect of the prescribed drug, the duration and dosage of the drug, the relationship of the prescribed drug therapy to other forms of treatment, and any other medication being given to the client. Psychotropic drugs may only be used after the purpose, duration, and any known side effects of the drug have been explained to the client's parents or guardian. No treatment provider shall modify the prescribed use of any drug without the approval of the prescribing physician.

e. Time Out

The use of time out is a behavioral management technique that may involve the separation of a client from the group in a non-locked setting, for the purposes of calming the client. Utah Youth Village permits the use of time out as a behavioral intervention only when designated in the client's treatment plan for the purpose of calming the client. Specific elements of time out must be outlined in the client's treatment plan under the direction of the Consultant/Supervisor and may include: time out location, monitoring, length of time, client relaxation or self-talk techniques, follow-up teaching techniques, when initiated and by whom, etc. Time out elements should be discussed and practiced with the client prior to any situation that requires the use of time out.

The general procedure for the use of manual restraint is as follows:

- a. Emergency behavioral intervention techniques used at Utah Youth Village shall be reviewed by the Program Director at least every two years.
- b. The Program Director or designee is responsible for the administration and supervision of all emergency behavioral intervention techniques.
- c. A Behavior Management Review (BMR) Committee shall be established to review behavioral intervention policies, procedures and implementation of any emergency behavioral interventions. The committee shall consist of the Program

Director, program administrator(s), and designated Supervisor(s) and direct care staff. The committee shall be convened as follows:

- 1) When intrusive emergency behavioral intervention procedures are used two or more times within thirty days, the BMR Committee shall convene within 5 days. The caseworker and contract specialist shall be invited to attend the meeting.
  - 2) Upon request of the caseworker or contract specialist.
  - 3) When any intrusive behavioral intervention results in physical injury to client or staff, the BMR Committee shall convene within five days. The caseworker and contract specialist shall be invited to attend the meeting.
- d. All therapists, Consultants/Residential Supervisors, family specialists, behavior specialists, mentors, Family Teachers, Associate Family Teachers, and treatment parents shall be trained in all non-crisis behavioral management techniques that are utilized by the Utah Youth Village. Training shall include information in the Pre-service Workshop, specifically Motivation Systems, Teaching Interactions, Youth Rights, and Intensive Teaching. Crisis Intervention techniques will be trained to Family Teachers, Associate Family Teachers, Behavioral Specialists, Residential Supervisors and therapists. Treatment Parents will be trained in crisis intervention techniques when required by contract, if they request the training, or if it is recommended by Utah Youth Village.
- e. Documentation of training shall be kept on the training resumes of those empowered to use the techniques.
- f. Prior to admission to Utah Youth Village, clients, parents or guardians, and caseworkers shall be informed of all techniques that may be utilized to control client behavior.
- g. Manual restraint techniques shall be used as a last resort only after less intrusive interventions have been determined to be ineffective and only in those situations defined in Section 1B. Manual restraint shall not be employed as punishment, for the convenience of staff, or as a substitute for use of the motivation system and intensive teaching.
- h. Manual restraint shall not be used in a manner that causes undue physical discomfort, harm or pain to the client.

*Approved February 17, 1987*

*Amended May 25, 1995*

*Amended February 2003*

*Amended April 16, 2009*

*Amended January 28, 2016*

*Amended April 18, 2019*

## **12. Youth Scholarships**

The Scholarship funds at Utah Youth Village are designated by the donors and are generally for the purpose of helping those youth that have been in care to obtain a higher level of education or training. Utah Youth Village will administer those funds according to the wishes of the individual donors. Interested youth will need to contact the Scholarship Coordinator at Utah Youth Village and complete the necessary paperwork to apply.

*Adopted January 28, 2016*

## **F. Operations**

### **1. Operating Reserves**

To the extent that this is possible, Utah Youth Village shall maintain an operating reserve which is equal to 10% of its annual operation expenses. The operating reserve shall be maintained in an income-bearing account to which the Village can obtain unrestricted access. The reserve funds shall be used to ensure the ongoing, uninterrupted operation of Utah Youth Village.

*Adopted August 31, 1992*

*Amended April 16, 2009*

### **2. Conflicts of Interest on the Board of Trustees**

When Utah Youth Village considers paying a member of the Board of Trustees or someone closely related to a member of the board through business or family for any kind of service or any kind of purchase, the proposed transaction or purchase or relationship shall be brought to the attention of the Chairman of the Board. At the discretion of the Board Chair, he/she may make the decision on the course that management should take on his/her own or ask that the conflict be reviewed by the Executive Committee of the board or a committee of the Board of Trustees, created by the board chair or by his/her designee or by the Board as a whole at a regularly designated meeting. In the event that the conflict is reviewed by the Board Chair or a committee, the Chair or committee shall review the facts and the recommendations of

management and make a decision. The Board Chair or committee will report its decision to the Board of Trustees at its next regularly scheduled meeting.

*Adopted February 5, 2015*

**3. Conducting of Our Business.**

UYV will conduct business and deliver services in an honest, ethical, objective manner and is guided in making decisions by professional responsibility. The officers and directors of Utah Youth Village will be accurate and transparent in their reporting of financial statements and financial information that is reported to the public or to auditors. The officers and directors of UYV will insure that their internal controls over the financial processes and reports promote accurate and transparent financial systems. UYV's Executive Director shall sign the UYV tax returns. The financial auditors of Utah Youth Village will be independent from Utah Youth Village, will be retained by the Audit Sub-Committee of the Board of Trustees and may not have material conflicts of interest with UYV.

*Adopted April 18, 2019*

**4. Financial Responsibility of the Board of Trustees:**

Utah Youth Village's Board of Trustees or designated committee of the Board of Trustees, as appropriate shall:

- a) approve the annual budget and any revisions to the budget;
- b) review periodic, quarterly and annual financial statements/summaries provided by management;
- c) review accounting policies and procedures;
- d) review recommendations of the organization's auditors, and management's response to the recommendations;
- e) annually evaluate the Executive Director's management of the organization's financial affairs; and
- f) review and approve the IRS Form 990

*Adopted April 18, 2019*

**5. Internal Control of Finances:**

Utah Youth Village shall establish an internal control environment that promotes ethical financial management and includes mechanisms for:

- a) review and oversight by the governing body's audit committee, which would include requesting the audit annually, meeting with the auditors before and after the audit and asking questions about the substance of the audit;
- b) conducting ongoing monitoring of the effectiveness of internal control policies and procedures, which would include requesting the auditors to review and report on control policies and procedures;
- c) management review by more than one individual, which includes a monthly directors meeting (**Executive Director, Program Director, Director of Finance** and Development Director) that reviews in detail the financial statements of UYV and the presentation of current year-to-date financial statements at every **meeting of the Board of Trustees**, and reviewing the quarterly summary financial documents in the UYV general staff meeting with those employees in attendance;
- d) assuring that management directives are carried out by requiring accountability of employees by directors (the **Executive Director** is ultimately responsible to the **Board of Trustees** to ensure that this occurs);
- e) prevention of error, mismanagement, or fraud, which includes maintaining the separation of duties as per the internal financial control policies; monthly review of credit card or debit card charges by supervisors; all requests for reimbursements or disbursements will have the supervisors' approval and the approval of the **Accounts Payable Clerk** and Director of Finance;
- f) safeguarding and verification of assets which will include the creation of an annual schedule of depreciation and the monthly verification of cash accounts or petty cash funds, as well as monthly reconciliation and verification of separate checking accounts;
- g) segregation of duties to the extent possible consistent with the internal controls designated by the financial auditors; and
- h) governing body or designated committee approval of unanticipated financial transactions that have a significant impact.

*Adopted April 18, 2019*

## **6. Long-Term Planning:**

UYV shall do a long term planning process every four years that will be submitted and reviewed by the Board of Trustees. UYV shall do a review of the demographics of Utah, and its clients, employees and the Board within every long term planning cycle. The

membership of the Board of Trustees will strive to generally reflect the cultural or ethnic demographics of the State of Utah.

*Adopted April 18, 2019*

**7. Communications with Media:**

In the event that members of the media are inquiring about events, occurrences or allegations that involve Utah Youth Village, any employee should share information with the media which a person would be reasonable to foresee as helpful to protect the safety of individuals or the community. If no clear danger to individuals or the community is present, any employee with knowledge of the issue will decline comment to the media and refer media personnel to the UYV Executive Director or, if he/she is not available, to the UYV Program Director. All employees shall, as soon as practical, communicate the facts relating to the event, occurrence or allegation to the Executive Director, if he/she is available. If the Executive Director is not available then the Program Director shall be informed. Information shared with the media shall recognize the privacy interests of the clients and employees of Utah Youth Village.

*Adopted April 18, 2019*

**8. Fundraising Ethics:**

Utah Youth Village will abide by the Code of Ethical Standards of the Association of Fundraising Professionals which is attached in the Appendix.

*Adopted April 18, 2019*

**9. Facility Maintenance:**

All facilities in which the organization operates shall be properly maintained through:

- a) regular inspections;
- b) preventive maintenance by qualified professional;
- c) a monthly review of the each building's heating, fire extinguishers, fire safety, lighting, and other systems;
- d) a review of vehicle safety inspections to insure that they are timely performed;
- e) installation of window guards, where necessary; and

- f) quick responses to emergency maintenance issues and potentially hazardous conditions.

*Adopted April 18, 2019*

**10. Safety and Security:**

Utah Youth Village assesses its safety and security needs and:

- a) takes reasonable measures to maintain its facilities or on its grounds to comply with standards of reasonable expected conduct for safety;
- b) develops safety and communication protocols for staff that work off-site such as for Families First Specialists, as applicable;
- c) trains staff on potential risks they may encounter on-site, in the community, or in clients' homes;
- d) trains staff on self-protection evaluation and processes, as necessary; and has lighting or security systems to deter break-ins

*Adopted April 18, 2019*

### **III. Appendix #1**

## **STANDARDS OF ETHICAL CONDUCT OF THE TEACHING-FAMILY ASSOCIATION**

### **BACKGROUND**

Standards of Ethical Conduct of the Teaching-Family Association have been set forth in this document to aid members in the individual and collective maintenance of high standards of ethical conduct. These Standards are applicable to the activities of all members, and pertain to activities in such areas as 1) treatment, 2) training of treatment providers, 3) research, and 4) administration of research and training projects. Adherence to the Standards is a membership requirement. Each prospective member is asked to sign an affirmation of the Standards before joining the Association (this affirmation is part of the application form) which formalizes the member's commitment to advancing the highest standards of professional practice.

In abiding by the Standards, the member views his or her obligations in as wide a context as the situation requires. The decisions required by the Standards must depend upon common sense and sound professional judgement. In situations in which there is a possibility that an activity may be in conflict with the Standards or in which two or more principles appear to dictate incompatible courses of action in a given situation, the individual is responsible for weighing all the information available, considering alternatives, and choosing an appropriate, balanced course of action that is compatible with the welfare of the client and of society at large, and that is consistent with the Standards' spirit and intent. In situations involving minimal risks and demands on clients, members might seek ethical advice from colleagues and other appropriate advisors. In instances in which intended or actual practice is significantly incompatible with the Standards, or in any other way presents a serious ethical dilemma, the Sponsor Member Agency should be contacted.

For example, if a member is aware of foreseeable situations or of proposed or actual policies or procedures that are likely to pose unavoidable conflicts among these various Standards, the member(s) involved is responsible for describing such situations, policies, or procedures to his or her Sponsor Member Agency for consideration and review. When a member violates these Ethical Standards or otherwise engages in any illegal, corrupt, or unethical behavior that would affect a client or the integrity of the Association, other members directly aware of such activities should make reasonable, informal attempts to correct the situation. That failing, the conduct should be brought to the attention of the Ethics Committee of the local Sponsor Member Agency.

The Standards are divided into six parts: Part 1: Basic Standards of Professional Conduct; Part 2: Treatment Standards; Part 3: Research Standards; Part 4: Standards Concerning the Training and Evaluation of Treatment Providers; Part 5: Standards Concerning Informed Consent; and Part 6: Standards Concerning Confidentiality. Within several of these parts are Standards calling for review of procedures and programs by appropriate local standing or ad hoc committees (boards) concerned with participant rights and with ethics. In this regard, each Sponsor Member Agency will submit to the Certification and Ethics Committee information concerning which board(s) will review ethics procedures.

These Standards should be evaluated and, as necessary, revised in light of future experience, research data, ethical arguments, and legislative and judicial actions. Such revisions should remain consistent with the Standards' original spirit and intent.

## PREAMBLE

**Members of the Teaching-Family Association respect the dignity, individuality, and worth of each person and value the preservation and protection of fundamental human rights. They are dedicated to promoting, without discrimination, the well-being and best interests of the consumers of their services, colleagues and society in general. They are committed to providing professional service characterized by competence, compassion, and integrity.**

## SECTION I: STANDARDS

### PART 1: BASIC STANDARDS OF PROFESSIONAL CONDUCT

101. In professional activities, members respect and protect (and avoid any action that will violate, diminish, or otherwise infringe upon) the legal and civil rights of others.

102. Members accord informed choice, confidentiality, due process, and protection from physical and mental harm to their clients, consumers, colleagues, supervisees, employees, trainees, and research participants.

103. Members refuse to participate in, condone, or be party to practices or policies which result in illegal or otherwise unjustifiable discrimination on the basis of race, color, national origin, sex, religion, age, physical handicap, political affiliation, or socioeconomic status.

104. Members have a clear responsibility to remain informed on relevant legal and ethical issues and criteria, relevant federal, state, local, and agency regulations, and, relevant professional standards of practice. Discussion: There would, of course, be no duty to anticipate unforeseeable developments in regard to such regulations and standards.)

105. Members duly exercise that reasonable degree of requisite skill, knowledge, and care ordinarily possessed and exercised by members under similar circumstances.

106. Members take steps to keep abreast of current practices and values, and seek consultation, continuing

training, and performance evaluation whenever professional activity is enhanced thereby.

107. Members take reasonable precautions against situations where personal interests, personal problems, external pressures, or conflicts of interest interfere with free and objective exercise of professional judgement, skills, and responsibilities. (Discussion: In this regard, if members are providing services for-profit, members must inform all relevant consumers of the for-profit nature of the services before they participate in the services. Due care must be taken to ensure that profit-making activities or interests in no way detract from the quality of services provided. There should be no undue, excessive, or otherwise inappropriate profit-making as judged by accepted practice and local community standards.)

108 Members attempt to preserve requisite conditions for development and maintenance of sound relationships with consumers of their services. They treat consumers with courtesy, consideration, and respect. They are honest, open, and responsive to consumers. Members attempt to terminate a relationship with a consumer when it is reasonably clear a consumer is not benefiting from it.

109. In collaborative or supervisory relationships, members take the necessary time to provide reasonable and timely feedback and to ensure able, careful, ethical, and otherwise appropriate conduct of professional responsibilities.

110. In educational relationships, members attempt to be full and objective in their instruction, to provide

consultation and practical experience when appropriate, and to teach others to take into account ethical issues and differences among individuals when carrying out their professional activities.

111. Members present information to consumers, colleagues, and society in a full, fair, and accurate manner to thus aid others in forming their own judgements, opinions, and choices.

112. Members accurately represent their skills, education, and experience, and correct any misrepresentation of any member's professional qualifications or associations.

113. Members do not misrepresent themselves or the Association through unsupported claims of superiority, nor do they display any membership or association in a manner that falsely implies sponsorship or qualifications. (Discussion: Members only use the words "Teaching-Family" in labeling their programs if those programs are formally associated with the Teaching-Family Association. Thus, if a developing or sponsor agency loses its formal association with the Teaching-Family Association, it should not continue to use the term "Teaching-Family" in labeling its programs. Also, if an agency is associated with some homes that are considered part of that agency for TFA purposes and with some homes that are not so considered, the latter programs should not be called "Teaching-Family" programs. Members not only follow this guideline, but encourage and educate others, including nonmembers, to do so as well. Non-members, as well as members, are seen as responsible in this regard because it is generally accepted that it is unethical to claim, or to seem to claim, affiliations or endorsements that do not exist.)

114. Members seek to support the viability, rights, and reputation of professional organizations of which they are employees or members and first seek necessary change in such organizations through constructive action within the organizations.

115. In professional presentations of their work, members give appropriate credit (e.g., joint authorship, acknowledgement, footnote statements, or other appropriate means) to those who have substantially contributed to the work. (Discussion: See, for example,

the Publication Manual of the American Psychological Association.)

116. Members respect the responsibilities and areas of concern of other members and work cooperatively with them to meet objectives of the Association. (Discussion: Members avoid personnel recruitment practices that may have adverse effects on treatment participants, and members promote timely educational discussions among the parties directly involved concerning ethical recruitment practices and specific recruitment and transition plans during all recruitment endeavors. Agencies interviewing potential staff from another Teaching-Family Association member Agency will encourage the applicant to notify the appropriate supervisor(s) about their intentions. The interviewing agency will contact the applicant(s)' Agency Director to confirm the interview. The hiring agency will allow the applicant to comply with their agency's policy and procedure regarding notification and termination prior to reporting to the new position. Agency Certification Applications will include data to reflect staff hired from other agencies.)

## **PART 2: TREATMENT STANDARDS**

201. Members provide adequate, proper, humane, individualized treatment that is planned, respectful of personal integrity, sensitive to cultural differences, the least restrictive necessary, in line with prevailing community standards, and designed to foster individual competencies.

202. Members attempt to provide a treatment living environment that is as natural, normalized, and family-style as possible and encourage the building of close family relationships characterized by concern, respect, fun, trust, understanding, honesty, sympathy, and affection.

203. Members work to ensure treatment participants the same rights as any other citizen. In this regard, members ensure participants as much freedom of movement, normality, independence of choice, and personal life responsibility as possible without endangering the health and welfare of the participant or others.

204. Members provide participants with direction, assistance, and support to help them acquire the

intellectual and emotional skills necessary to achieve individual aspirations and to cope effectively in our society. In this regard, members provide information, counseling, and day-to-day skill development in social, self-help, independent living, recreational, and vocational/academic skills. Further, members conduct themselves in a manner which provides appropriate models for the participants according to community norms.

205. In accordance with the Association's Standards concerning informed consent, members obtain consent from participants and, where appropriate, parents or guardians for participation in the treatment program. (Discussion: The Association's general consent Standards, as well as those specific to treatment, are contained in Part 5 of these Standards.)

206. Members ensure the participant's right to a wholesome, safe, clean, pleasant, and dignifying treatment environment. In this regard, they provide and do not restrict or make contingent regular and adequate sleep; rest; clean bedding; a comfortable bed; access to outdoors; physical exercise; light; warmth; ventilation; personal supplies; space for personal belongings and activities; physical safety; hygiene and sanitation (including access to daily shower or bath, regular laundry, hygienic materials, toilet use, and hot water); well-balanced, nutritional, and appealing diet; and, normal, accepted dress items.

207. Members ensure that each participant has an individualized, mutually agreed upon, written treatment plan that is based on careful assessment of the participant's strengths and weaknesses and that is developed with input from the participant and the participant's parents or guardians. The plan should be developed early within the program participation, should be reviewed and revised periodically on the basis of progress and renegotiation; should be kept confidential and privileged; and, as soon as possible, should include plans relative to the participant's post-treatment situation. The plan should specify long-term and short-term goals that are realistic, for the participant's benefit, relate to specific behaviors that are individualized, and reflect community norms. The plan should also specify the procedures to be employed to meet each objective and the termination criteria. Short-term goals should be consistent with and facilitative of long-term goals

208. Members seek to develop, secure, and maintain appropriate out-of-program and post-program living environments and, to this end and when possible and advisable, work closely and meet regularly with parents or surrogates to inform them of the participant's progress, counsel and train them on methods of child rearing, and implement the participant's reintegration into the natural home or other appropriate community settings.

209. Members accord participants adequate and appropriate educational opportunities in accordance with each participant's best interest, state laws, and community norms.

210. Members meet regularly and remain in close contact with participant's teachers and/or employers and/or referral agencies to facilitate and keep abreast of each participant's progress in school and employment settings. When problems arise in these settings, members work cooperatively with appropriate personnel to attempt to solve those problems. Members shall remain in contact with the participant's referral agencies.

211. Members represent the participant's best interests and advocate for them in situations involving decision-making processes that directly affect the participant, the removal of the participant from the program, and/or, the temporary exercise of control over the participant by another agency. In such situations, members monitor the procedures, attempt to ensure that the participant and parent or guardian is informed of guaranteed rights (including, where appropriate, right to counsel and/or an advocate), attempt to encourage the least restrictive alternative course of action, and attempt to secure for the participant and his or her representative the opportunity to be fully heard.

212. Members seek for their participants any necessary medical or dental treatment and take steps to ensure that such treatment is immediate and of high quality (Discussion: When a reasonable question arises as to whether or not a given behavior or condition is a result of a physical problem, members should obtain certification from a physician before extended attempts to treat the problem as non-physical.)

213. Members provide reasonable and regular opportunities for participants to engage in the following activities and ensure that such opportunities are free from restraint, interference, coercion, discrimination, reprisal, or undue influence: 1) participation in decisions that affect disciplinary processes, daily life patterns, and participant's lives, including decisions concerning regulations and policies; 2) explanations of their own actions; 3) expressions of dissatisfaction and grievances; and, 4) recommendations for changes.

214. Members seek to provide a supportive setting in which participants can learn to accept responsibility for their own actions and, where appropriate, those of other participants. This includes the opportunity for participants to participate (under conditions in which they have volunteered, are specifically trained and adequately and closely supervised, have demonstrated humane judgement, and in which their judgements and actions are subject to careful ongoing review and approval) in the determination of fair, reasonable, and justified consequences for fellow participants; the reporting of serious rule violations of other participants, and, the supervision of routine activities of other participants.

215. Members ensure that participants have reasonable, regular opportunities for communication with others (e.g., parents, same and opposite sex peers, counsel, public officials, and agency personnel) through visits, telephone, mail, and other means of contact. Furthermore, members ensure that participants have reasonable and regular opportunities for access to mass communication and information (e.g, radio, television, and reading material). (Discussion: For example, members cannot fail to deliver mail or phone calls, nor can they make all television viewing contingent upon behavior. Here, reasonable access to television news and educational programs should be routinely available.)

216. While members are aware of the need to provide adequate supervision, they respect participants' right to privacy and do not, without due cause, seek access to personal information concerning participants or conduct searches of their person, belongings, or room. Members do not read participants' mail and do not, without informed consent, permit public display of the participants' pictures or names either in association with

the program or in any manner with some likelihood of adverse effects.

217. Members protect the participants' right to the free exercise of religious, political, cultural or other philosophical beliefs, including attendance at services, and do not impose religious or political attitudes or prayers. (Discussion: If specific religious behaviors are required by the board or funding support of a program, such a situation needs to be clearly specified in the informed consent. )

218. Members ensure that treatment-associated risks (whether physical, psychological, sociological, or other) are outweighed by potential benefits to the participant and that such benefits stand in a reasonable relationship to the demands made upon him or her.

219. Members protect participants from physical or psychological discomfort, harm, or danger. Prohibitions include mental cruelty, emotional cruelty and intentional emotional stress (e. g., humiliating, shaming, frightening), hazardous procedures, and physically intrusive procedures (e.g., corporal punishment, chemotherapy).

220. Members do not employ corporal punishment or other aversive stimulation (whether tactile, auditory, gustatory, olfactory, or visual), but rather employ more humane ways of interacting and fostering goals of education, training, and socialization.

221. Members provide treatment that is the least restrictive necessary and avoid excessive, arbitrary, or otherwise undue restrictions on the activities of participants. Those reasonable and limited restrictions that are employed are described in the informed consent and are used when more positive and less intrusive alternatives are either exhausted or would be clearly ineffective, when the procedures would be in the best interest of the participant, and when the benefits clearly outweigh the harm. (Discussion: The issue of whether or not a treatment environment, such as a group home, represents the least restrictive alternative for a potential participant is an issue that needs to be discussed and weighed by a duly constituted admissions committee.)

222. Members avoid the use of physical restraint except under emergency conditions when there is a clear and

imminent threat to the physical safety and well-being of the participant or others or when there is actual extensive property damage. Such restraint is the minimal (least restrictive) necessary, is used only during the acute episode, is not of a mechanical or chemical nature, and is not used for punishment or staff convenience. Any use of restraint will be documented in the participant's file with specification of date, time, and nature of the inappropriate behavior, surrounding conditions, and length of the restraint episode.

223. Members avoid secluding or confining participants. If under extreme conditions, the least restrictive alternative for the immediate protection of the participant or others is the temporary restriction of a participant's activities to a given room, room will not be locked, and frequent observations of the participant will be made. Members will not have rooms specifically for the purpose of confining participants, and no form of confinement is ever used as a form of punishment. (Discussion: Temporary and infrequent exclusion of a participant from an environment or activity might represent a least restrictive option under certain conditions. Such exclusion should be brief, mild, and evaluated as to its effectiveness. Examples include: asking a young child to sit out of an activity for a brief period, asking a participant to temporarily leave a situation in which there appears to be danger of confrontation. In the latter case, a participant might be asked to go to his room and given a specific reentry behavior and an invitation to engage in that behavior within a reasonable time period.

224. Members recognize the diverse needs of residents in their care. Administering medication for the purpose of controlling behaviors or for the convenience of staff is not condoned. When indicated by case assessment that such pharmaceuticals are necessary and in the best interest of the client, members will advocate for minimal dosages that are consistently monitored. (Discussion: Drugs are never used for behavior control, restraint, or punishment. Medications will only be used when authorized by a licensed physician and administered strictly and according to prescription instructions. Medications will be maintained under lock and key and logged to document frequency and dosage of use.)

225. Members protect participants from work that is not related to treatment, non-therapeutic, meaningless, or not related to family-living activities typical to a natural

household. Participants are not asked to engage in work for the primary benefit of another, unless they volunteer and are paid minimum wage. (Discussion: Specifically prohibited here is non-voluntary, unpaid personal work for members, such as cleaning the member's room or babysitting his or her children and pets. Also prohibited is repetitive, meaningless work or activity as a form of punishment.)

226. Members ensure that the procedures and programs they employ are reviewed by appropriate standing or ad hoc committees/boards concerned with participant rights and the ethics of treatment.

227. In accordance with the Association's Standards concerning confidentiality, members employ proper and reasonable confidentiality safeguards to protect the confidentiality of information obtained relative to treatment participants. (Discussion: The Association's general Standards on confidentiality, as well as those specific to treatment, are contained in Part 6 of these Standards.)

### **PART 3: RESEARCH STANDARDS**

301. Members attempt to select areas of research that are of immediate relevance to human and social problems and/or that advance the understanding of significant aspects of human experience and behavior. (Discussion: Ideally, members' research should relate directly to the welfare of the individuals involved or of individuals participating in similar or future programs. Members ensure that participants in their research efforts are not overused in research unrelated to their welfare solely because of administrative convenience of availability.

302. As researchers, members use methods that are appropriate to the objectives of the research, select areas in which they have sufficient competence, and ensure they have adequate facilities to conduct the research.

303. Members plan their research to minimize the possibility of misleading findings and remain alert to moderate pressures that may distort findings. They discuss the limitations of their data and reasonable alternative hypotheses, especially when their research may considerably affect policy or practice. In publishing

reports of their research, they never suppress disconfirming data. Members take credit only for the research they have actually done.

304. In planning and conducting research, members act in accordance with and thus avoid action that interferes or is incompatible with the spirit of the Standards put forth in the other parts of this document (e.g., Treatment Standards). 305. In planning and conducting research, members act in accordance with other applicable standards, regulations, and laws. (Discussion: By way of examples, members who belong to the American Psychological Association adhere to that organization's research guidelines and ethical principles, and members conducting research supported by the Department of Health and Human Services adhere to that agency's regulations concerning the protection of human subjects.)

306. Members use research procedures that result in subject treatment that is proper, humane, respectful of personal integrity, and the least restrictive necessary. Research participants are encouraged to express their opinions and dissatisfactions and to suggest changes.

307. Members undertake research only if the risks to those involved are minor and stand in a reasonable relationship to the benefits (including the avoidance of a greater harm) likely to accrue to the subject and to the public in general. Members use the safest procedures that are consistent with sound research design and request only that time and inconvenience of subjects is justified by the importance of the research, even if no more than minimal risk is involved.

308. Members do not undertake research that is incompatible with, or significantly interruptive of, expected services in a human service relationship. Further, they do not undertake research that involves physical or mental stress, harm, or danger, deprivation or restriction of rights (e.g., to communication, privacy, nutritional diet, light, warmth, sleep, safety), physically intrusive procedures, participant seclusion, deception, or administration of drugs for control, restraint, or punishment.

309. Members do not undertake research for personal gain that they would otherwise refuse to do because of the harmful purpose it would serve.

310. Compensation to research volunteers should never be such as to constitute undue inducement. When potential research participants have such strong needs that they have little freedom to reject incentives related to these needs, an investigator should never use such incentives without first securing ethical advice.

311. Members ensure that the research they undertake is reviewed by appropriate standing or ad hoc committees (boards) concerned with participant rights and the ethics of research.

312. In accordance with the Association's Standards concerning informed consent, members obtain informed consent from participants and, where appropriate, parents and guardians for participation in the research. (Discussion: The Association's general consent Standards, as well as those specific to research, are contained in Part 5 of these Standards.)

313. In accordance with the Association's Standards concerning confidentiality, members employ proper and reasonable safeguards to preserve the confidentiality of information obtained through the research. (Discussion: The Association's general Standards on confidentiality, as well as those specific to research, are contained in Part 6 of these Standards.)

#### **PART 4: STANDARDS CONCERNING THE TRAINING AND EVALUATION OF TREATMENT PROVIDERS**

401. Members involved in the training and evaluation of treatment providers give appropriate and sufficient direction, advice, and feedback to the providers, and adequately and regularly monitor their performance in order to facilitate the professional growth of the providers and help them be responsive to consumer needs.

402. Through integrated programs of academic study and supervised practice, members carefully teach legal, ethical, and treatment concepts and procedures to trainees in order to facilitate their delivery of quality, ethical treatment.

403. Members involved in training and evaluating treatment providers work to ensure that consumers of the treatment services are receiving proper, ethical

treatment. In this regard, the members work to ensure that direct participants in the treatment activities are treated in full accord with each of the Association's Treatment Standards (see Part 2 of these Standards). (Discussion: In this regard, for example, members ensure that each treatment participant has an appropriate updated treatment plan.)

404. Members involved in training and evaluating treatment providers act in accordance with formal Association policy for such activities.

405. Members involved in the training and evaluation of treatment providers make appropriate and periodic consumer evaluation information on provider performance available to those individuals and agencies that are responsible for 1) administering the treatment program with which the provider is associated, as well as 2) referring potential participants to the program. Members are obligated to ensure that adequate interpretation accompanies the sharing of this information.

406. Members involved in training and evaluating treatment providers ensure that certification of the providers under the auspices of the Association is based on the quality of their performance as formally evaluated by the consumers of the providers' services.

407. In accordance with the Association's Standards concerning informed consent, members obtain informed consent from participants for participation in training and evaluation. (Discussion: The Association's general consent Standards, as well as those specific to training and evaluation, are contained in Part 5 of these Standards)

408. In accordance with the Association's Standards concerning confidentiality, members employ proper and reasonable safeguards to preserve the confidentiality of information obtained relative to those individuals participating in training and evaluation. (Discussion: The Association's general Standards on confidentiality, as well as those specific to training and evaluation, are contained in Part 6 of these Standards.)

409. As trainers, members have the responsibility of not only assisting the trainee in securing remedial assistance, but also screening from the training program

those trainees who are unable to provide competent services.

410. When agreeing to provide services that omit one or more of the Teaching-Family Model components, members shall make explicit written agreements with those persons or agencies agreeing to receive such services, stipulating that the services to be received by those persons or agencies are not to be considered Teaching-Family Model services. Further, members assure, through the same explicit written agreements, that those persons or agencies agreeing to receive such services shall not represent themselves to be receiving Teaching-Family Model services or to be Teaching-Family Model programs. (Discussion: In some cases, members must provide a modified training workshop for foster parents or house parents to satisfy the terms of an overall contract for services in a state, yet post-workshop consultation or performance evaluation is not permitted because of cost or distance. The omission of these important components would warrant the explicit written agreement called for in this paragraph to prevent any possible confusion between what the member does with Teaching-Family Model programs and what the member does with other types of care.)

## **PART 5: STANDARDS CONCERNING INFORMED CONSENT**

501. In according the right to give or withhold informed consent to potential direct participants in their professional activities (e.g., clients, trainees, and research participants), members take reasonable steps to ensure that conditions would permit competent, informed, and voluntary consent to be given by the participants and/or their legal representatives.

502. Members make clear that they are inviting mutual agreement of the parties concerned and attempt to provide clear, accurate, and full descriptions of relevant procedures, objectives, risks, and benefits.

503. Members permit no exploitation of special needs or vulnerabilities, nor any overt or indirect element of force, fraud, deceit, duress, overreaching, or other ulterior form of constraint or coercion.

504. In obtaining informed consent, members do not use exculpatory language through which the participant or

representative is made to waive, or appear to waive, any constitutional rights.

505. Members ensure and make clear that consent may be withdrawn at any time without prejudice or unpleasant consequences.

506. To ensure the adequacy of their consent procedures, members may present their procedures to a review board.

507. Members obtain appropriate consent for treatment, training, and research participation from each participant older than seven unless, in the opinion of the appropriate review board, the participant is incapable of consent. If the participant is under the age of 18 or is incapable of understanding the situation and making appropriate judgements, consent is also obtained from the parent(s), legal guardian(s), or other legally-authorized, independent third party representative(s) of the participant's interests. (Discussion: Any proposed variance from this guideline shall only be undertaken following formal approval of the appropriate review board or when existing state statutes specifically provide different criteria. For example, not every state has set 18 years of age when parental consent is no longer needed.)

508. Members provide participants and their representatives with the necessary information for informed consent through use of written forms that contain comprehensible, non-technical, and objective language aimed at the level of the party involved. When helpful, these forms are read aloud to the party. In all cases, they are explained, and all questions are answered. Agreement is indicated by signature on the form. The party is told that he or she may take time to think over or consult with others regarding the consent before signing. (Discussion: In order to document and ensure that the party involved understood well what was being consented to members obtaining consent might ask the party to manifest his or her knowledge by, for example, answering written or oral questions concerning the various conditions being consented to. It is often good practice to conduct informed consent sessions in the presence of a witness who would then also sign the form.)

509. In obtaining informed consent, members provide the following: a) descriptions of objectives and rationales; b) a fair explanation of procedures (programs) including, when known, their typical frequency and duration; c) an indication of available, reasonable, appropriate alternative procedures (programs) that would be advantageous; d) a statement about the rights of the participant and of the parent or guardian; e) an explanation of how progress is to be evaluated; f) a description of procedures to be used to preserve confidentiality; g) a description of what benefits might be expected, reviewing previous results when appropriate; h) a description of what collateral discomforts or risks of injury (psychological, physical, or social) might be expected, reviewing previous results when appropriate; i) an explanation of procedures for withdrawing consent and/or terminating the procedures (program); j) explanations of data collection, including types of data to be collected and from what sources, length of time the data will be retained, who is to have access to the data; plans for use of the data in publications; and, when the data will be destroyed.

510. In addition to including the elements described in the above Standards, members provide the following information in seeking informed consent for treatment: eligibility criteria for the program; description of each treatment element; probable length of stay (provide range); and, a general description of program activities that may include training, consultation, and evaluation.

511. In addition to including the elements described in the above Standards, members provide the following information in seeking informed consent for research: a statement that participation in treatment or training is not contingent upon participation in the research; eligibility criteria for participation in the research; description of all experimental procedures; and, description of probable length of research.

## **PART 6: STANDARDS CONCERNING CONFIDENTIALITY**

601. Members make due provision for the maintenance of the confidentiality of any information that has been obtained in the course of their professional activities. They take due precautions against the accidental or malicious release of confidential information and the use of such information to the detriment of any individual.

They maintain reports, records, and other information under conditions of security (e.g., locked files), and make provisions for the ultimate disposition of such materials in a manner that maintains confidentiality.

602. Members ensure that privacy and confidentiality are maintained by all persons they supervise, or who are in the employ or volunteer service of the agency or office in which they work.

603. Information received in confidence by a member shall not be forwarded to another person or agency without the client's express permission.

604. Information received in confidence is revealed only after the most careful deliberation and only after one or more of the following conditions are met: 1) the individual has given consent; 2) there is a clear and imminent danger to the client, to others, or to society; or, 3) there exists proper legal compulsion. Under such conditions only necessary, relevant, and verifiable information is to be released, and then only to appropriate professional workers or public authorities. Reasonable attempts should be made to ensure that these latter individuals maintain the confidentiality of the information. Under conditions of legal compulsion, as in a court or legislative inquiry, ethical considerations may dictate that members raise question of adequate need for disclosure, right to dissent, and the possibility of providing information that is relevant to the legal question at hand but that is as disassociated from individuals to the extent possible.

605. Individuals who are asked by members in the course of their professional activities to provide personal information should be informed in advance about the purposes of information gathering and about limits of confidentiality. They should subsequently be informed of external conditions requiring reporting of information to someone else.

606. Information obtained in treatment and training and evaluation activities is discussed only for professional purposes and only with persons clearly concerned with the case. To the extent possible and when reasonable, the anonymity of the individuals concerned is protected in such discussions through withholding of name and personal identifying data. When professional discussions and communications with relevant others concerning

participants is standard, accepted practice, the individual participant must be fully informed concerning this practice prior to providing information. Care must be taken to ensure that the third parties involved respect the confidentiality of the information. (Discussion: In regard to providing treatment services, members may need to share information with those assisting in the treatment or providing training or consultation concerning treatment. Participants should be so informed in accordance with this Standard.)

607. Every effort should be made to avoid undue invasion of privacy, and sensitive data is only collected if necessary.

608. Reports of other materials are only presented when the identity of each involved person is so disguised that no identification is possible unless the client or responsible authority has reviewed the materials, is informed of the extent of risk, and has explicitly agreed to presentation or publication.

609. Records concerning participants in treatment are confidential. (Discussion: Files of the agency's individuals in treatment should not go beyond the program. The parent or guardian of an individual receiving treatment has the right to see the files, unless otherwise regulated by state statutes or court order. Open discussion shall occur at the beginning of treatment and there should be agreement between the parties involved as to what information will/will not be available. Records can only be disclosed to other agencies for the purpose of treatment and then only when accompanied by a written Informed Consent Release of Information Form. If records include materials provided by other agencies, access shall only occur with express approval of those other agencies.) All efforts will be made to maintain confidentiality and to comply with applicable licensing standards.

610. Members conducting research should collect only relevant and necessary information, share the data only with authorized personnel and only for authorized purposes, expunge individualized data once the research is completed, and utilize codes rather than names when possible (with the codes kept securely and distinctly separate from the data).

## Appendix #2

### Association of Fundraising Professionals CODE OF ETHICAL STANDARDS

#### **ETHICAL STANDARDS (Adopted 1964; amended Oct. 2014)**

The Association of Fundraising Professionals believes that ethical behavior fosters the development and growth of fundraising professionals and the fundraising profession and enhances philanthropy and volunteerism. AFP Members recognize their responsibility to ethically generate or support ethical generation of philanthropic support. Violation of the standards may subject the member to disciplinary sanctions as provided in the AFP Ethics Enforcement Procedures. AFP members, both individual and business, agree to abide (and ensure, to the best of their ability, that all members of their staff abide) by the AFP standards.

#### **PUBLIC TRUST, TRANSPARENCY & CONFLICTS OF INTEREST**

*Members shall:*

1. not engage in activities that harm the members' organizations, clients or profession or knowingly bring the profession into disrepute.
2. not engage in activities that conflict with their fiduciary, ethical and legal obligations to their organizations, clients or profession.
3. effectively disclose all potential and actual conflicts of interest; such disclosure does not preclude or imply ethical impropriety.
4. not exploit any relationship with a donor, prospect, volunteer, client or employee for the

benefit of the members or the members' organizations.

5. comply with all applicable local, state, provincial and federal civil and criminal laws.
6. recognize their individual boundaries of professional competence.
7. present and supply products and/or services honestly and without misrepresentation.
8. establish the nature and purpose of any contractual relationship at the outset and be responsive and available to parties before, during and after any sale of materials and/or services.
9. never knowingly infringe the intellectual property rights of other parties.
10. protect the confidentiality of all privileged information relating to the provider/client relationships.
11. never disparage competitors untruthfully.

#### **SOLICITATION & STEWARDSHIP OF PHILANTHROPIC FUNDS**

*Members shall:*

12. ensure that all solicitation and communication materials are accurate and correctly reflect their organization's mission and use of solicited funds.
13. ensure that donors receive informed, accurate and ethical advice about the value and tax implications of contributions.
14. ensure that contributions are used in accordance with donors' intentions.
15. ensure proper stewardship of all revenue sources, including timely reports on the use and management of such funds.
16. obtain explicit consent by donors before altering the conditions of financial transactions.

#### **TREATMENT OF CONFIDENTIAL & PROPRIETARY INFORMATION**

*Members shall:*

17. not disclose privileged or confidential information to unauthorized parties.
18. adhere to the principle that all donor and prospect information created by, or on behalf of, an organization or a client is the property of that organization or client.
19. give donors and clients the opportunity to have their names removed from lists that are sold to, rented to or exchanged with other organizations.
20. when stating fundraising results, use accurate and consistent accounting methods that conform to the relevant guidelines adopted by the appropriate authority.

## **COMPENSATION, BONUSES & FINDER'S FEES**

### *Members shall:*

21. not accept compensation or enter into a contract that is based on a percentage of contributions; nor shall members accept finder's fees or contingent fees.
22. be permitted to accept performance-based compensation, such as bonuses, only if such bonuses are in accord with prevailing practices within the members' own organizations and are not based on a percentage of contributions.
23. neither offer nor accept payments or special considerations for the purpose of influencing the selection of products or services.
24. not pay finder's fees, commissions or percentage compensation based on contributions.
25. meet the legal requirements for the disbursement of funds if they receive funds on behalf of a donor or client