



**The Arc of the Capital Area
Art Studio &
Therapy Dog Program**

Exhibit A

PARTICIPANT HANDBOOK

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Welcome to the Studio

Dear The Arc of the Capital Area students,

The Art Education Program is a daily program offered by The Arc of the Capital Area! Clients with intellectual and developmental disabilities (I/DD) explore artistic mediums and create artwork that is professionally shown and sold at art shows, local businesses, and online. Our professional instructors help students to find an artistic means to best express themselves. This provides a program that promotes client-directed goals and self-determination. We actively bridge the gap of post-secondary education support for the I/DD community and their families. The Arc of the Capital Area strives to create an artistic avenue for students to learn to better express themselves, increase social skills, and gain a sense of independence and pride!

We welcome you to our community and are excited to foster an experience true to our core values: respect, integrity and joy.

Our Mission and Vision

Mission

We empower Central Texans with intellectual and developmental disabilities and their families through compassionate case management and innovative programs.

Vision

The Arc of the Capital Area will be the community's trusted and comprehensive resource for people with intellectual and developmental disabilities. We connect individuals and families to education, work, recreation, and lifelong services so they achieve lives of joy and dignity.

A Brief History

The Arc was founded in 1949 by parents whose children with intellectual and developmental disabilities (I/DD) were excluded from public schools and other resources readily available to children without disabilities. The Arc was formed to advocate for the welfare of children with I/DD and support their families.

Over the years, the programs and services of The Arc have evolved to address the ever-changing and expanding array of issues affecting all persons with I/DD and their families. Today we provide support services, case management and educational assistance to approximately 2,000 clients of all ages and their family members annually.

Our target populations are children and adults with I/DD and their caregivers/parents in the greater Austin/Central Texas region. Clients are typically financially disadvantaged and unemployed.

We are an affiliate of The Arc of Texas and The Arc (of the United States), the oldest volunteer-driven association in the country.

Agency Location and Hours

The Arc of the Capital Area
4902 Grover Ave
Austin, TX 78756

Program Hours: Monday to Friday 9:00am - 2:00 pm
Phone Number 512-476-7044

Application Process

1. Complete an application and submit it and all supported documentation (Level Of Need (LON), Behavioral, and medical) to studioadmission@arcaustin.org
2. We will review your application to ensure we can meet your needs.
3. We will reach out to you to attend a studio tour and a question and answer session (about a 30 minute visit) to see who we are and what we do.
4. Attend 1-3 trail day 9am-2pm trial day on the day you wish to attend.
5. Decide if you want to be privately funded or, if you are eligible, funded through HCS or TXHML day habilitation waiver funds.
 - a. If you will be attending the program via your HCS or TXHML waiver funds, your case manager will work with you to determine how many days you would like to attend. Your Case Manager will work with our program staff to ensure all the correct paperwork is filled out.
 - b. See Payment Policy for additional information.
6. Complete final paperwork and you're ready to go!

Provisional Enrollment Period

Students entering into the program are provisionally enrolled for a period of 30 days. During this time they will be evaluated to on the ability to meet all program eligibility while following our core values of joy, integrity and respect.

Program Eligibility

The daytime arts education program is open to adults with intellectual and developmental disabilities 18 years of age and older.

To be admitted into the daytime arts education program, students be able to demonstrate the following:

- Be diagnosed with an intellectual and/or developmental disability (I/DD) and provide documentation (Level of Need - LON)
- Be able to safely navigate the campus independently
- Have basic communication and safety skills in an unsupervised setting
- Be independent in toileting/self-care
- Have the ability to prepare their own food and eat independently. Students are responsible for bringing their own lunch & snacks. Students are responsible for bringing their own lunch & snacks.
- Have the ability to create artwork on his/her own without hands-on assistance.
- Have the ability to self-medicate or have outside staff or caregiver administers medications. The Arc of the Arts staff cannot handle medication.
- Exhibit behaviors align with The Arc of the Capital Area's Core Values (Joy, Integrity, Respect)
 - Non- aggressive behavior or be a danger to themselves or others
 - Must have the ability maintain safety and have no elopement issues (running away)
 - Ability handle reasonably crowded or stimulating environments in a positive manner

Students and caregivers should be aware that:

- The Arc of the Capital Area staff cannot provide one-on-one assistance on a regular basis. If a participant requires an aide, the participant/provider must arrange this.
- Students must adhere to the attendance policy and be aware of the discharge policy.
- Students must have their own transportation to and from the program. The Arc of the Capital Area does not provide transportation.
- We are a dog therapy friendly art studio. Students are not required to interact with the therapy dogs but must be able to handle the presence of therapy dogs in the studio.

At The Arc of the Capital

Our Instructors Facilitate:

- Student Choice: You choose which class and curriculum is right for you.
- Self-Determination & Empowerment: We will support and assist you to fulfill your goals.
- Strengths- Based approach: We will focus on your strengths and abilities and potential with encouragement and patience.

Students will learn:

- **Visual Development** based on the employment of elements and principles of art and design; special awareness and organization of space, form, line and texture
- **Technical Skill Development** of perceptual drawing painting, digital media arts and ceramics.
- **Conceptualization and Expression** based on the use of a personal and unique approach, the development of skills and artistic risk taking.
- **Presentation** based on organization and care of the piece and ability to communicate about their art.
- **Time Management and Social skills.**

Art Class Schedule

The art studio provides a variety of creative arts options throughout the week.

Monday: 9am-2pm

DIGITAL MEDIA and VISUAL ARTS

With the evolution of digital culture, many artists are broadening their resume to include multimedia platforms. The Digital Media Art class is dedicated to keeping artists engaged and current with the tools of digital media. Instructors access the artists' abilities and tailor teaching to their skill level, giving every student, regardless of level of ability, the potential to participate in new technologies.

Tuesday: 9am - 2pm

PERFORMANCE ART and VISUAL ARTS

We believe the ability to make art with one's whole self comes naturally. In the performance art class instructors unlock and encourage students to express with their bodies through yoga, theater, singing and dance. Students learn how to care

for and stretch their bodies in yoga, what body posture and gesture mean and how they can be used to tell a story in theater, and how to let go and have fun in dance. Along with the performing arts, students are free to create 2D art and work on independent art projects.

Wednesday, Thursday & Friday : 9am-2pm

VISUAL ARTS

Expressing oneself through image making is a fundamental step in human development. In the art studio classes, instructors give students the tools to communicate through their visual art. Students learn materials, techniques, and engage in the process of creating as a professional artist.

What to Expect

Class Time

We ask that drop off begin no earlier than 8:30am and no later than 9:00am. Class starts promptly at 9:00am. Teachers and volunteers will guide students through the day's lesson and assist them as needed. Lunch break is between 11:30am and 12:00pm. Microwaves are available to warm food. We also have a student refrigerator to keep food cold until lunch time if necessary. The day will end with student check out where students share their work and reflect on the day. Pick up is between 2:00pm and 2:15. Early drop offs and late pickups are subject to review and could lead to discharge.

Changing Class Days

Due to space availability, students are only allowed to attend the on the days they have contracted. If you decide you would like to add or subtract a day you are attending, please talk to the program staff. A Change Form MUST be completed and signed off on by The Arc of the Capital Area to adjust days.



Divine Canine Pet Therapy

Beginning January of 2017 The Arc of the Capital Area has been proud to announce we are offering onsite pet therapy throughout our programs. One example of our pet therapy program is our partnership with a local group called Divine Canines. They provide therapeutic interaction to our art program students with specially trained dogs. The results have been positive emotional and physical benefits, including improved mood, confidence, communication, relaxation and trust for our clients and staff.

Trained therapy dogs are onsite Monday through Thursday at varying times throughout the day. To accommodate our students who prefer not to interact or participate in our pet therapy program we offer Fridays as a “pet therapy free” day.

Policies and Procedures

Attendance Policy

- Participants will attend only on approved scheduled days.
- Students will attend a full day 9am-2pm. Late arrivals and early pickups disrupt the flow of the class and will be subject to review and could lead to discharge.
- Participant must be dropped off **NO** earlier than 8:30 AM and no later than 9 AM, and must be picked up **PROMPTLY** at 2 pm. Tardy transportation will be reviewed and addressed appropriately by management.
- **For Metro Access.** Please make sure to schedule drop off between 8:30am and 9:00am and pick up between 2:00pm and 2:30pm.
- **Planned time off:**
 - Students are permitted a total of 1 month off without payment per year.
 - This time can only be used in *no less than 2 week periods*, at a time.
 - These days cannot be broken into single days or weeks throughout the year.
 - If a 2 week period is requested; you will be billed for ½ a month during that time.
 - If more than 1 month per calendar year is requested, full payment for additional time is required to ensure placement in the program.
 - Submission of *Planned Time off Form* will be required at least 30 days prior to planned days off. *(can be acquired from instructional staff)*
- **24-Hour Cancellation Policy:** If a participant is unable to make a class day please notify the studio before 9:00 am on the day of class.
- **Sick Policy:** If a participant is sick (contagious and/or showing signs of sickness), has an emergency or is exhibiting disruptive physical or behavioral issues, they are expected to stay out of class for the day.
- **Bad Weather Policy:** The Arc of the Capital Area follows the delays and closures of the Austin Independent School District and/or the City of Austin. We also record a message on our main phone line, **512.476.7044** about the closure decision. If it is unsafe to travel, stay home. Refund/payment credit is not given for inclement weather and power outage closures/delays issued by AISD or the City of Austin

Payment Policy

The success of The Arc of the Capital Area daytime arts education program depends upon the prompt payment of tuition/fees in order to take care of day-to-day expenses that are encountered.

PAYMENT POLICY - PRIVATE PAY

The success of the Art Program depends upon the prompt payment of tuition/fees in order to pay its staff and vendors promptly as well. Tuition and fees must be pre-paid for the semester.

Tuition is \$25 per day that is to be paid month to month by the 1st of the month.

The formula we utilized is as followed:

- We calculated all of the days in the year the studio is open, (this includes Arc holidays) which equates to 249 open days per year.
- The cost per day for attendance is \$25.00.
 - **5 days a week:** 249 days x \$25 = \$6,225 per year divided by 12 months
\$518.75 per month
 - **4 days a week:** 208 days x \$25 = \$5,200 per year divided by 12 months
\$433.33 per month
 - **3 days a week:** 156 days x \$25 = \$3,900 per year divided by 12 months =
\$325.00 per month
 - **1 days a week:** 104 days x \$25 = \$2,600 per year divided by 12 months
\$216.66 per month
 - **1 days a week:** 52 days x \$25 = \$1,300 per year divided by 12 months =
\$108.33 per month

To hold your student's space, payment must be paid whether your student attends or not. Payment is based on the days selected and agreed to in the contract, not attendance.

Late Private Pay Payment Policy

- Monthly late fee if payment is not received by the 5th of the month will be \$15.00 per month it's late.
 - If payment is late 30 days the student may be suspended from the program. The Arc of the Capital Area will notify the family by phone and by certified mail.

PAYMENT POLICY - PROVIDER PAY

Provider Agency Payment Policy

For Provider Pay, a contract must be established and an invoice will be generated once a month. This fee shall be a flat rate of \$25.00 a day and shall accrue whether Participants attend for a full-day or for part of a day. Additionally, this fee is the minimum amount per day for a Participant regardless of whether a lower reimbursement rate based on level of need is received. If a reimbursement rate based on level of need is higher than this minimum fee, the Arc will charge the higher level of need rate.

- Client day habilitation service logs and invoices are mailed to agencies **by the 10th business day of the month** for the prior month services.
- Payment is due no later than 30 days from the date of the invoice.
- **60 days late - Fees** - Agencies will be charged a \$15.00 late fee per client per month delinquent starting at 60 days past due.
- **120 days late - Suspension** - If payment is late 120 days, the student will be suspended from attending classes.
- **150 days late - Involuntary Discharge** - If The Arc of the Capital Area is not satisfied with payments and a payment plan by 150 days past due, the student will be involuntarily discharged from the program. The Director will notify the Provider by phone and by Certified mail.
- **Note:** These policies apply to any amount that is past due.
- While some absences cannot be avoided due to illness, doctor's appointments, vacations, etc., students are expected to attend the day program on a regular basis in order to work toward their goals and maintain their spot in class.
 - * 4 consecutive absences without contact will result in an Attendance Evaluation Meeting at which time the participants services will be discussed.
 - * Excessive absence is a month without communication and agreement will result in an Attendance Evaluation Meeting at which time the participants services will be discussed

Instructor Responsibilities

Our instructor provides:

- Daily instruction
- Feedback on technique and technique development
- Opportunities to maximize independence
- Demonstration of positive social interaction
- Coaching on time management and task prioritization

What an instructor cannot provide:

- Transportation
- Severe behavior intervention
- Attendant care to students
- Student monitoring outside of the studio day
- Counseling and/or mental health services

Disruptive Behavior

Instructors understand that from time to time a student may have a challenging day due to unforeseen circumstances. Our instructors aim to set students up for success by creating a supportive environment. If behavior becomes disruptive during studio time, instructors will:

- 1st: check in with the student one on one and assess what the immediate need is.
- 2nd : Instructors will offer alternate activities or additional support
- 3rd : If the behavior continues instructors will offer the student a break in a quiet area
- 4th: If the student's behavior has become increasingly disruptive and is unable to participate, we will contact the student's emergency contact to pick the student up for the day.

The Arc of the Capital Area has zero tolerance for bullying, violence, theft, drug use or weapons on studio grounds or during The Arc of the Capital Area events and is grounds for immediate dismissal.

Discharge Policy

INVOLUNTARY DISCHARGE:

1. If a serious incident occurs, an incident report will be written and discussed with the guardian/support team.
2. If a SECOND incident occurs, a team meeting will be held with guardian/support team to discuss if the appropriateness of the program and student's needs can be met.
3. If a THIRD incident occurs, discharge/transition from the program will be discussed.

The Arc of the Capital Area reserves the right to discharge a student immediately if they feel as though they are unable to support a student properly or the student's behavior is deemed dangerous and/or disruptive. * All incidents are reviewed and can be expedited to discharge if approved by the CEO.

FAILURE TO DISCLOSE ANY MEDICAL OR BEHAVIORAL ISSUES MAY RESULT IN DISCHARGE.

Incident reports are filed in the event of significant behavior events, accidents, or injury. Incident reports are filed with the description of event and action taken with follow up recommendation if needed. Copies are sent, if applicable, to the funding agency and a copy of the report is placed in a student's file.

VOLUNTARY DISCHARGE:

If you decide you do not want to attend The Arc of the Capital Area daytime arts education program any longer, please submit a written notice with the last day you wish to attend. We can give you information on our Re-Admission policy if you chose to return.

Grievance Policy

The staff members/volunteers of The Arc of the Capital Area are available to work with you to provide the best services possible. If you feel that a representative of The Arc has not acted in your best interest or that services received are inadequate or unfair, a Grievance Procedure is available to express your concerns.

You have the right to continue to receive services throughout the Grievance Procedure, and any services received will not be affected by your filing of a grievance.

Grievance Procedure

Upon filing of a grievance, the grievance will be responded to within five (5) business days. Each party involved in the Grievance Process will investigate the situation and someone from The Arc of the Capital Area will contact you to discuss any findings and the action that will be taken. Grievances may be written and/or verbal and filed at:

4902 Grover Ave
Austin, TX 78756
512-476-7044

www.arcofthecapitalarea.org

Step 1: Your initial grievance should be filed with the program teacher.

Step 2: If you are not satisfied with the outcome in Step 1, you may file a grievance with the art education Program Manager.

Step 3: If you are not satisfied with the outcome in Step 1 or 2, you may file a grievance with the case manager of your direct service agency so that they can support you in conveying to The Arc of the Capital Area your concerns.

Step 4: If you are not satisfied with the outcome in Step 3, you may file a grievance with the CEO of The Arc of the Capital Area.

Client Rights and Responsibilities

As a participant in the programs and services of The Arc of the Capital Area, you have the following responsibilities:

1. You have the responsibility to be forthcoming with information on your application regarding medical, behavioral and communication needs. Falsifying information is illegal.
2. You have the responsibility to disclose behaviors that endanger you or staff members/volunteers/ other students. Failure to do so will result in discharge.
3. You have the responsibility to treat staff members/volunteers of The Arc of the Capital Area with dignity and respect, and to not in any way harass or threaten staff members/volunteers.
4. You have the responsibility to notify The Arc of the Capital Area if you are not able to attend your regular scheduled class times. **Please refer to the Attendance Policy.**

Code of Ethics: Responsibility to Clients

1. You have the right to be treated fairly.
2. You have the right to receive services if you are determined eligible for services and if funds are available for the services you request. If funds are not available when you are determined eligible, you have a right to have your name placed on a waiting list for the services requested.
3. You have the right not to be discriminated against on the basis of race, color, national origin, ethnicity, age, gender, sexual orientation, marital status, disability, political beliefs, or religion.
4. You have the right to be free from physical or mental abuse, retaliation, and corporal punishment, any physical or chemical restraints imposed for the purpose of discipline or convenience, or financial exploitation.

5. You have the right to determine what services you need, how often you need the services, what time of day you need the services, and which days of the week you need the services.
6. You have the right to be informed, in writing and verbally, of your eligibility for specific services for which you have applied. You also have the right to receive written and verbal notice about the increases or decreases in the number of hours or units of services you receive, loss of priority, or termination of services.
7. You have the right to be treated with dignity and respect and to have your property treated with dignity and respect.
8. You have the right to privacy.
9. You have the right to confidentiality. Information collected to determine eligibility for services is confidential under state and federal statutes and regulations. Information about you as an applicant/client is available to you.
10. You have the right to communicate in your native language (including American Sign Language) with other persons or employees to request services, apply for services, and receive services.
11. You have the right to lodge a complaint, voice a grievance, or recommend changes in policy or services, as outlined in the Grievance Policy and Procedures of The Arc of the Capital Area.

Confidentiality

Notice of Privacy Practices

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

The Arc of the Capital Area is committed to keeping the privacy of clients and understands the importance of safeguarding your personal health information. We are required by federal law to maintain the privacy of health information that identifies you or that could be used to identify you. Information regarding your health care is protected by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and if applicable 45 C.F.R Parts 160 & 164, and the Confidentiality Law, 42 U.S.C § 290dd-2, 42 C.F.R Part 2. The Arc of the Capital Area is dedicated to following the terms of this Notice. We will not use or disclose personal health information about you without your consent, except as described in this Notice or required by law. In most cases, your medical record contains your symptoms, assessments and test results, diagnoses, treatment and plan for future care or treatment. This information serves as a:

- Plan for your care and treatment;
- Means by communication among the many health professionals who contribute to your care;
- Legal document describing the care you received;
- Means by which you or a third party payer can check that services billed were actually provided;

- Source of information for public health officials charged with improving the health of the nation;
- Tool which we can use to measure and improve the care we provide and the goals that we meet;

Understanding what is in your record and how your health information is used helps you to:

- Make sure that your records are correct.
- Better understand who, what, when, where and why others may access your health information
- Make more informed decisions when letting others know about your health information.

The Arc of the Capital Area affirms that:

- We shall respect the privacy of clients and hold in confidence all information obtained in the course of program service. Therefore, I will not make known client information to anyone except: (1) as ordered by law; (2) to prevent a clear and immediate danger to a person or persons; (3) where I am a defendant in a civil, criminal, or disciplinary action arising from the service (in which case client confidences may only be disclosed in the course of action); (4) if there is a waiver that was obtained in writing in the past, and then such information may only be revealed in accordance with the terms of the waiver. We recognize that privacy rules apply also to co-workers, including employers.
- We shall be responsible to store or get rid of client and agency records in ways that keep confidentiality.
- We shall keep a professional attitude, which upholds confidentiality toward clients, colleagues, applicants, volunteers and any sensitive situations that develop within the agency.
- If a staff stops working for The Arc of the Capital Area, they shall keep client, volunteer, co-worker and employer confidentiality and will not talk about any private information about sensitive situations on program service with others.

You have the following rights with respect to your protected health information:

- **Obtain a copy of this Notice of Privacy Practices upon request** - You may request a copy of this Notice at any time.
- **Ask to only use and give out your client record for certain things**- You have the right to request additional times for The Arc to not give out or use health information about you by contacting The Arc of the Capital Area HIPAA Privacy Officer. We are required to agree to those requests.
- **Inspect and obtain a copy of your client record** - You have the right to inspect and obtain a copy of your client record for as long as The Arc of the Capital Area keeps the record.
- **Request an amendment to your client record** - If you feel that your health record is incomplete or incorrect, you may request that The Arc amend it. You may request changes for as long as The Arc keeps the client record. You must submit a written request which includes why you are asking for a change to your Program Manager.
- **Revoke your permission to use or give out health information except to the limit that action has already been taken** - The Arc will obtain written permission or a release of information document before using or giving out your health information for purposes other than those provided in this Notice. You may cancel this permission at any time.

The Arc of the Capital Area's Responsibilities:

- Keep the privacy of your health information
- Provide you with a notice as to our legal duties and privacy practices with respect to information we collect and keep about you
- Follow the terms of this notice
- Notify you if we are unable to agree to a request to not give out your information.

The Arc of the Capital Area reserves the right to change our practices and to make the new changes effective for all protected health information we maintain. Should our information practices change, we will mail a notice with the changes to you within sixty (60) days.

How we may use and disclose your protected health information:

The Arc of the Capital Area will use your information for determining eligibility of programs

For example: Information you share with The Arc staff, teacher, or case manager, will be recorded in your record and used to determine the course of service that should work best for you. Response to participation and support services in our programs will be recorded to help individualize your needs.

The Arc of the Capital Area will use your information for payment:

For example: A bill may be sent to a third party payer. The information on or attached to the bill may include information that identifies you, as well as your identification of the type of services you receive with us and level of need.

The Arc of the Capital Area will use your information for day-to-day program operations:

For example: The Arc staff may use information in your health record to document daily and for data tracking purposes. Documentation will be sent to your Direct Provider Agency (if you are attending via a Medicaid Waiver). If you are private pay, your information is not collected in documentation, but is used for data tracking and reported to grant funders.

Health Oversight: Federal and State law allow for your health information to be released looking into false reports and abuse, for licensing and for program quality.

Police/ Law Enforcement/Fire/ or Medical personnel: We may give health information for safety purposes if you run into a medical needs or emergency.

For more information or to report a problem:

If you have questions and would like additional information, you may contact The Arc of the Capital Area's Privacy Contact at 4902 Grover Ave, Austin, TX 78756 or call 512-476-7044.

If you believe your privacy rights have been ignored or violated, you can file a written complaint to The Arc of the Capital Area Privacy Officer, or your direct service provider or Disability Rights.

State & Federal Laws:

Some of the rules described in the Notice may be limited in some cases by state or federal laws that are stricter than the standards described in this Notice.

Effective Date: This notice is effective as of March 15th, 2017

Emergency Exit Instructions

All emergency procedures should be observed and followed wherever services are being provided to individuals. Displays will be indicated at each door for exit emergencies.

PARTICIPANT SURVEY

We believe in giving you the best possible services, and one way to make sure we are doing a good job is by asking the people we work with how we are doing. Participants and caregivers will be sent an annual survey where they may rate the quality of care received, services offered and overall satisfaction with daytime arts education classes.



ACKNOWLEDGEMENT FORM

This form acts as a comprehensive signature acknowledgement indicating you have received the information where to find the Participation Handbook (www.arcaustin.org) with our agency policy, procedures and guidelines of the daytime arts education program with The Arc of the Capital Area.

Initial next to each area below to indicate the understanding and acceptance of these policy, procedures and guidelines.

I Accept: **Title**

	Divine Canines Pet Therapy
	Admission Guidelines
	Attendance Policy
	Payment Policy
	Discharge Policy
	Consumer Rights and Responsibilities
	Code of Ethics
	Confidentiality
	Grievance Procedures

Client Signature:

Parent or Guardian of Client:

The Arc of the Capital Area Staff Member Signature:

By signing above, you acknowledge receipt of the information and policies as listed above. You further acknowledge that you have read, understand, and accept each policy in its entirety, and have indicated so by initialing above. You acknowledge that you have retained the policies in your possession for your records. This Signature Authorization form will become part of your record.