

**OKLAHOMA ACCESS TO RECOVERY (OATR)
CLIENT RIGHTS**

(Agency Name) shall respect and protect clients' rights. Staff will be provided training regarding clients' rights. Prior to admission, **(Agency Name)** staff will inform all clients of their rights, program rules, and expectations and clients will sign a copy acknowledging receipt of this information. The client will receive a copy of this acknowledgement. The client rights include:

- (a) You have the right to accept or refuse services after receiving this explanation.
- (b) You have the right to have your rights explained to you in simple terms in a way you can understand.
- (c) If you agree to services, you have the right to change your mind and/or change providers at any time.
- (d) You have the right to a humane environment that provides reasonable protection from harm and appropriate privacy for your personal needs.
- (e) You have the right to be free from abuse, neglect, and exploitation.
- (f) You have the right to be treated with dignity and respect.
- (g) You have the right to appropriate services that meet your needs.
- (h) You have the right to be told about the program's rules and regulations in a language you can understand before receiving services.
- (i) You have the right to a service plan designed to meet your needs. You have the right to take part in developing that plan.
- (j) You have the right to meet with staff to review and update the plan as needed.
- (k) You have the right to refuse to take part in research without affecting your services.
- (l) You have the right to have your information kept private and to be advised about the times when the information can be released without your permission.
- (m) Your services are paid for in full by AT. There are no additional charges to you.
- (n) You have the right to receive an explanation of your services or your rights if you have questions while you are receiving services.
- (o) You have the right to address any concerns you may have with the provider.
- (p) You have the right to complain directly by writing to:

Agency Name

Attn: Board President

Address

OR by writing or calling the following phone numbers:

ODMHSAS

Consumer Advocacy Division

P.O. Box 151

Norman, OK 73070

405-573-6605 or 866-699-6605

**MUST BE POSTED IN FACILITY FOR CLIENT VIEWING
ACKNOWLEDGEMENT OF CLIENT RIGHTS**

I, _____ acknowledge that I have been explained my rights as a client at the **(Agency Name)**. The information was explained to me in a language and manner I could understand. I was also given the opportunity to ask questions and received responses that satisfactorily addressed my questions. I was also informed that I may ask questions at any time I feel the need regarding the program, staff, and services.

Client Name

Date

Parent or Guardian

Date

Staff

Date

AGENCY NAME
PROGRAM RULES AND/OR REQUIREMENTS

(Agency Name) will provide you the services identified by you and the Assessment Provider. The Care Coordinator will determine the duration of the services. Your progress can be a determining factor to the duration of services. While receiving recovery support services the following conditions will apply:

1. I agree that the confidentiality of any discussions, conversations and actions occurring in the group will not be repeated or acted upon outside of the group. I agree to respect the confidentiality of all group members. In other words, I will not indicating I know a person from attending services at **(Agency Name)** Recovery Support Program.
2. I agree not to use violence, threats of violence, verbal or emotionally abusive language while participating in services. I understand by doing so, this may result in being discharged from the program unsatisfactorily and/or lead to the local law enforcement being contacted which could lead to arrest.
3. I agree to remain free of all mood-altering chemicals, including alcohol, while participating in services. Should a client use alcohol, illegal drugs, or abuse illegal drugs, clients must tell the designated staff person and/or group immediately. I understand by not doing so, this may also result in being discharged unsatisfactorily.
4. I agree to attend services as agreed upon by me and my service provider. I also further agree to contact my service provider should I not be able to attend services as agreed.
5. I understand by not following through on my attendance and rules as agree upon can result in termination of my services.

Client Signature

Date_____

Staff Signature

Date_____

AGENCY NAME
POLICY ON PARTICIPATION IN RELIGIOUS ACTIVITIES

(Agency Name) may provide religious services or activities as a part of its program. Participation in any religious activities is completely voluntary. Non-participation in religious activities will in no way affect the client's ability to participate in Oklahoma Access to Recovery programs and other programs offered by **(Agency Name)**.

TRANSPORTATION

(Agency Name) offers transportation as a client service. Personal vehicles may be used to transport clients. Staff will ensure the safety of all passengers when operating the vehicle by ensuring the following requirements are met:

1. Vehicles used to transport clients will have appropriate insurance coverage for business use and a license tag.
2. Vehicles used to transport clients will be maintained in safe driving condition.
3. Drivers will possess a valid driver's license.
4. Drivers and passengers will wear seatbelts at all times the vehicle is in operation as required by law.
5. Vehicles shall not be used to transport more passengers than designated by the manufacturer.
6. Drivers will not use cellular telephones while driving.
7. Use of tobacco products will not be allowed in vehicles.
8. Drivers must show proof of insurance and driver's license
9. Staff or clients noticing non compliance with any of the requirements shall report it immediately to the program manager or executive director.

CLIENT GRIEVANCE PROCEDURE

(Agency Name) shall have a written client grievance procedure. Staff shall give each client and consentor a copy of the grievance procedure within 24 hours of admission and explain it in clear, simple terms that the client understands. Should a client feel or believe that he or she may have a cause to file a grievance, staff shall advise the clients that he or she may:

- (1) file a grievance about any violation of client rights or Department rules;
- (2) submit a grievance in writing and get staff’s assistance in writing it if he or she is unable to read or write; and
- (3) request writing materials, postage, and access to a telephone for the purpose of filing a grievance. Staff will provide if necessary.
- (4) you may submit your complaint directly to the Department at any time to:

ODMHSAS
 Consumer Advocacy Division
 P.O. Box 151
 Norman, OK 73070
 405-573-6605
 1-866-0699-6605

- (5) **(Agency Name)** shall:
 - (a) evaluate the grievance thoroughly and objectively, obtaining additional information as needed;
 - (b) provide a written response to the client within 7 days of receiving the grievance;
 - (c) take action to resolve the grievance promptly and fairly; and
 - (d) document the grievance, including the final disposition, and keep the documentation in a central file.
- (6) **(Agency Name)** shall not:
 - (a) retaliate against clients who try to exercise their rights or file a grievance; or
 - (b) restrict, discourage, or interfere with client communication with an attorney or with the Department for the purposes of filing a grievance.

I, _____ acknowledge that I have received a copy of the client grievance procedure. I further acknowledge that the information was explained to me in a language and that I could understand. If I asked questions, staff provided me a satisfactory response.

Client Name

Date

Parent or Guardian

Date

Staff

Date

AGENCY NAME
POLICY: RESPONDING TO EMERGENCIES

(Agency Name) will ensure staff has training and resources necessary to protect the health and safety of clients and other individuals during medical and psychiatric emergencies. Emergency telephone numbers will be posted by all telephones. First aid supplies will be kept in a place where staff and/or clients can access them if needed.

In the event of a medical emergency, staff shall:

1. Dial 911 for assistance and provide the person enough information to determine the best course of action.
2. Make every effort to keep the client comfortable until the emergency response team arrives.
3. In the event the client appears to behave irrational staff will also dial 911 and provide the person enough information to determine the best course of action.

TOBACCO, ALCOHOL AND DRUGS

(Agency Name) enforces a No Smoking, No Alcohol, No Drugs Policy. Smoking or the uses of tobacco products are not permitted in the building or on the church or educational grounds. Staff and clients must observe the No Smoking and No Tobacco Use Policy at all times.

CONFLICT OF INTEREST

(Agency Name) encourages and supports the development of relationships between clients and staff for the purpose of recovery support.

Since the building of relationships may also carry with them an increased potential for conflicts of interest and/or commitment, either actual or perceived, it is important to communicate the following points:

- (a) **(Agency Name)** strictly prohibits paid staff or unpaid volunteers from using their Oklahoma Access To Recovery positions to secure privileges or take advantage of any client.

- (b) **(Agency Name)** strictly prohibits personal contact between **(Agency Name)** staff or volunteers (except for the purposes of recovery support) and clients.

ABUSE, NEGLECT, AND EXPLOITATION POLICY

(Agency Name) volunteers and staff will ensure the health, safety, and mental well-being of all clients. Any staff who receives an allegation or has reason to suspect a client or participant has been, is, or will be abused, neglected, or exploited by any person, shall immediately inform the Director or designee. If the allegation involves the Director, it shall be reported directly to the President of the **(Agency Name)** Board governing body.

(Agency Name) strictly prohibits the abuse, neglect, and exploitation of clients and/or participants. Any acts of abuse, neglect, and/or exploitation will be dealt with appropriately, including but not limited to, termination of staff with confirmed violations of client or participant, physical or sexual abuse, or instances of neglect that may result in client or participant harm. If the allegation involves sexual exploitation, the Director or designee will take immediate action to prevent or stop the abuse, neglect, or exploitation and will provide appropriate care.

The staff person who reported the incident shall submit a written incident report to the Director or designee within 24 hours. A written report will be sent to the President of the Board within 2 business days after receiving notification of the incident. This report will include:

- (1) the name of the client or participant and the person the allegations are against;
- (2) the information required in the incident report or a copy of the incident report; and
- (3) the identity of other individuals, organizations, and law enforcement notified.

The Director or designee will also notify the consenter. If the client is the consenter, family members may be notified only if the client gives written consent. If the consenter is not the client, the Director may withhold notification to the consenter if this action may place the client at additional risk. In this situation, the Director will notify the Department's investigations division in writing of this decision.

(Agency Name) will document all investigations and resulting actions and keep the documentation in a single, segregated file.

PARTNERING WITH THE FEDERAL GOVERNMENT

It is the policy of **(Agency Name)** to adhere to the “Guidance to Faith-Based and Community Organizations on Partnering with the Federal Government” document, a copy which is located in the **(Agency Name)** Policy and Procedures Manual.

Specifically, the policies of **(Agency Name)** prohibit the following:

- **(Agency Name)** will not use direct government support to support “inherently religious” activities.
- All inherently religious activities, such as religious worship, instruction, or proselytization, will be separated – in time or location – from the government-funded services it offers.
- **(Agency Name)** program participants will not be required to attend or take part in any religious activities.
- **(Agency Name)** will not use Federal funds to purchase religious materials.
- **(Agency Name)** will not discriminate on the basis of sex, race, or religion.

SUBCONTRACTING

(Agency Name) will not subcontract Recovery Support Services under the OATR without prior written agreement approved by the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS).

HARASSMENT/SEXUAL HARASSMENT POLICY

It is the policy of **(Agency Name)** that sexual harassment of its employees, applicants for employment, or client participants, in any form, is unacceptable conduct and will not be tolerated.

Sexual harassment exists whenever submission to an unwelcome sexual advance, request for sexual favor, or other verbal or physical conduct of a sexual nature is an explicit or implicit term of condition of employment, or whenever submission to or rejection of the advance, request, or conduct constitutes the basis of an employment decision affecting an individual. Sexual harassment also includes any demand or pressure for sexual favors including expressly stating, implying, or threatening that cooperation of a sexual nature, or refusal thereof, will have any effect on the person’s employment, job assignment, wages, promotion, or on any other terms or conditions of employment or future job opportunities. Sexual harassment may also include unwelcome sexual flirtations, advances, or propositions, verbal abuse of a sexual nature, subtle

pressure or request for sexual activities, unnecessary touching of an individual such as patting, pinching, or constant, brushing against another's body, graphic verbal commentary about an individual's body, sexually degrading words used to describe an individual, a display in the work place of sexually suggestive objects or pictures, sexually explicit or offensive comments, jokes, or physical assault.

Any individual who is determined, after an investigation, to have engaged in sexual harassments in violation of this policy, will be subject to appropriate sanctions up to and including termination of employment.

5.5.1 GUIDELINES FOR SEXUAL HARASSMENT COMPLAINTS

Any employee or applicant who feels that he or she is or has been the victim of sexual harassment including, but not limited to, the conduct listed above by any supervisor, management official, or another employee, or by any other person in connection with his or her employment at the Agency should make a report of the matter to his or her supervisor, the Executive Director of the Agency, or other designee of the Agency. Any questions about this policy or potential sexual harassment should also be brought to the attention of the same persons.

Any supervisor or other person who receives a complaint or report of sexual harassment must promptly bring it to the attention of the Executive Director of the Agency or other designee of the Agency. If the supervisor or other person is uncomfortable for any reason bringing it to the attention of these persons, the supervisor should promptly bring the complaint to the attention of the President of the Board of Directors or any other Board member.

The designee of the Agency will promptly and thoroughly investigate complaints or reports in as confidential a manner as possible under the circumstances. Following the investigation, the Agency will take appropriate corrective action, if warranted.

There will be no retaliation by the Agency or any of its employees against any person who makes a good faith report pursuant to this policy, even if it turns out, after investigation, that there has not been a violation of this policy.

This policy is a guideline for handling complaint and concerns. This policy is not intended to be contractual in nature and may be modified by the Agency with or without notice.