

CLIENT RIGHTS

- A. As a client you are entitled to the following rights and privileges without limitation:
1. To receive prompt evaluation, care, and treatment;
 2. To receive these services in the least restrictive environment;
 3. To receive these services in a clean and safe setting;
 4. To not be denied admission or services because of race, gender, sexual preference, creed, marital status, national origin, disability, or age;
 5. To confidentiality of information and records in accordance with federal and state law regulation;
 6. To be treated with dignity and addressed in a respectful, age appropriate manner;
 7. To be free from abuse, neglect, corporal punishment and other mistreatment such as humiliation, threats or exploitation;
 8. To be the subject of an experiment or research only with one's informed, written consent, or the consent of an individual legally authorized to act;
 9. To medical care and treatment in accordance with accepted standards of medical practice, if the certified substance abuse or psychiatric program offers medical care and treatment; and
 10. To consult with a private, licensed practitioner at one's own expense.
- B. The following additional rights apply to residential settings, and where otherwise applicable, and shall not be limited under any circumstances:
1. To a nourishing, well balanced, varied diet;
 2. To attend or not attend religious services;
 3. To communicate by sealed mail with the department and, if applicable, legal counsel and court of jurisdiction;
 4. To receive visits from one's attorney, physician, or clergy in private at reasonable times; and
 5. To be paid for work unrelated to treatment, except that an individual may be expected to perform limited tasks and chores within the program that are designed to promote personal involvement and responsibility, skill building or peer support. Any tasks and chores beyond routine care and cleaning of activity or bedroom areas within the program must be directly related to recovery and treatment plan goals developed with the individual.
- C. The following additional rights and privileges apply to individuals in residential settings, and where otherwise applicable:
1. To wear one's own clothes and keep and use one's own personal possessions;
 2. To keep and be allowed to spend a reasonable amount of one's own funds;
 3. To have reasonable access to a telephone to make and receive confidential calls;
 4. To have reasonable access to current newspapers, magazines and radio and television programming;
 5. To be free from seclusions and restraint;
 6. To have the opportunities for physical exercise and outdoor recreation;
 7. To receive visitors of one's choosing at reasonable hours; and
 8. To communicate by sealed mail with individuals outside the facility.
- D. Rights subject to limitation. Each individual shall have further rights and privileges, which can be limited only to ensure personal safety or the safety of others. Any limitation due to safety considerations shall occur only if it is:
1. Applied on an individual basis;
 2. Authorized by the organization's director or designee;
 3. Documented in the individual's record;
 4. Justified by sufficient documentation;
 5. Reviewed on a regular basis at the time of each individualized treatment plan review; and
 6. Rescinded at the earliest clinically appropriate moment.

GRIEVANCES

As a client, you may bring any grievance, opinion, or communication to the attention of the Privacy Officer. The Privacy Officer will review the grievance with you and work to resolve the situation keeping the best interest of your treatment as primary consideration. If you feel that the Privacy Officer has not resolved the problem to your satisfaction, he/she will refer the complaint or grievance to the Executive Director.

Additionally, you may refer a complaint or grievance to the Department of Mental Health, Division of Alcohol and Drug Abuse, P.O. Box 687, Jefferson City, Missouri 65102 or at 1-800-364-9687 and ask for "Client Rights".

Client Signature: _____ Date: _____

**CONFIDENTIALITY OF ALCOHOL AND DRUG ABUSE
PATIENT RECORDS**

The confidentiality of alcohol and drug abuse patient records maintained by this program are 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.
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 is a crime. Suspected violations may be reported to appropriate authorities in accordance with Federal Regulations.

State law and regulations require staff of this program to report to the proper authorities the following:

1. Any reasonable suspicion of child abuse or neglect.
2. Any reasonable suspicion of elder abuse or neglect.
3. Threats of harm to a staff member or client, or threats of harm to others by client.
4. Threats of harm to self.

A client's treatment may be paid for by a City of Columbia contract. Pursuant to that contract, the city may, from time to time, audit our records. During the course of such an audit, client records may be audited subject to federal and state confidentiality laws and regulations.

My signature and date is to certify and serve as documentation that I have read and understand the above information and have received a copy of my rights as related to HIPAA standards.

Client Signature

Date

**APPLICATION FOR ADMISSION / CONSENT FOR TREATMENT
PHOENIX PROGRAMS, INC.**

Date: _____ Time: _____

I, _____, hereby apply for Phoenix Programs, Inc. services and I understand there are standard rules and client rights which apply equally to all program clients. In consideration of my being admitted to Phoenix Programs, Inc., I hereby agree to the following;

1. That I hold Phoenix Programs, Inc., it's agents, members, and / or employees free from liability for losses through fire, theft, or personal injury while I am in or about the premises of the same.
2. I understand my consent is not required for disclosure of information of a medical emergency or evaluations conducted by Federal or State agencies for the purpose of research or audits.

Client Signature

Date

I hereby witness to the client/patient signature that on this date and at this time, he/she received and understands his/her: Client Rights, Confidentiality of Records, and Application for Treatment.

Witness Signature

Date

Time