**CONSENT FOR TREATMENT & PROGRAM AGREEMENT**

**SECTION I: General**

(Initial)

\_\_\_\_\_\_\_\_ I hereby consent to treatment at Alaska WorkSource for the following services:

 Success Training Vocational Classes Employment Placement Supportive Services

\_\_\_\_\_\_\_ This authorization and consent are given in recognition that I have been informed of and agree to comply with all rules and conditions while I am a client at Alaska WorkSource. My agreement is indicated by my signature and by my written initials placed next to each item.

\_\_\_\_\_\_\_ I understand that my consent for services provided by Alaska WorkSource is voluntary and may be withdrawn at any time. I further understand that any changes in my case management plan will be discussed with my prior to such changes becoming effective and will be subject to my approval.

\_\_\_\_\_\_\_ I agree to remain abstinent from the use of any mood-altering chemicals including alcohol during the course of my participation. I further agree to participate in random urinalysis testing. Upon request by program staff, I will provide to my referring agency a sample of my urine for testing/analysis or breathalyzer my refusal to provide UA/breathalyzer will be considered as positive for mood altering chemicals including alcohol.

\_\_\_\_\_\_\_ I acknowledge and understand that no promise or guarantees have been made to me regardless of the outcome of my participation at Alaska WorkSource and do hereby release Alaska WorkSource from liability in the event my participation is unsuccessful.

\_\_\_\_\_\_\_ I have been advised that while I participate at Alaska WorkSource I will be responsible for all medical bills I incur because of injuries and/or accidents that occur while I am involved in the program. I also understand that Alaska WorkSource does not mandate my participation in social and/or sport activities. I will not hold Alaska WorkSource or its staff responsible for any injury unless negligence is involved.

\_\_\_\_\_\_\_ I hereby authorize Alaska WorkSource to contact me by mail, telephone or in person after my completion as follow-up is an integral part of my overall participation.

**SECTION II: Attendance**

(Initial)

\_\_\_\_\_\_\_ I agree to be on time for all schedules groups and counseling sessions. I understand that if I am late I may not be admitted to the group session.

\_\_\_\_\_\_\_ Subject to ongoing assessment and evaluation of my progress, I may expect changes in the level and duration of services while I am participating. I may also expect these changes to be discussed by the case management team and any modifications will be in the best interest of my success.

**SECTION IV: Explanation of Rights**

**Rights of Confidentiality:** (Initial) \_\_\_\_\_\_\_

Client records that are maintained by Alaska WorkSource are considered confidential and will not be released to other individuals or agencies without your written consent. However, certain information may be released without your authorization under the following circumstances.

* Upon receipt of a legitimate court order
* In the event of a valid medical emergency
* If there is evidence to suggest that child abuse has occurred
* Authorized research or for auditing purposes
* A crime or threat of a crime
* Internal communication purposes

**Bill of Rights:** (Initial) \_\_\_\_\_\_\_

A client is granted the right to formulate, evaluate, and periodically review his/her individual written case management plan, including requesting certain forms of referrals, being informed why requested forms of referrals are not made available, refusing specific forms of referrals that are offered, including his/her preferences in the program process, and being informed of case status. A client has the right to review with staff, at a reasonable time, his/her records. However, information confidential to other individuals may not be reviewed.

**Civil Rights:** (Initial) \_\_\_\_\_\_\_

The Civil Rights Law of 1964 requires that community service agents notify clients that services and benefits are provided without distinction as to race, color or national origin.

If you believe that discrimination concerning race, color, or national origin is being practiced against you, you have the right and are encouraged to file a written complaint with the Director of the program providing the services or benefit, and with the Department of Civil Rights, department of Health, Education and Welfare, Region X 1231 Second Avenue, Seattle, WA. 98101. Complaints will be promptly investigated and a fair hearing will be provided.

**SECTION V: Client Grievance Procedure:** (Initial) \_\_\_\_\_\_\_

All clients have the right to file a formal grievance if they believe that their civil and/or human rights have been violated by Alaska WorkSource. A staff person of Alaska WorkSource will help any client file a formal grievance and assist that client in the proper procedure. All formal grievances must be filed in writing.

**Procedure for Filing a Formal Grievance:** (Initial) \_\_\_\_\_\_\_

1. Any client who believes that his/her civil and/or human rights have been violated will first discuss the incident with the Alaska WorkSource employee(s) involved.
2. This meeting will take place within two (2) working days of the incident.
3. Another person will be selected by both parties to be present at this meeting. This person who I selected will act as a mediator.
4. This meeting will take place in private and remain confidential.
5. All attempts to resolve the grievance will be made during this meeting.

**Written Grievance:** (Initial) \_\_\_\_\_\_\_

1. If the grievance cannot be resolved in this meeting, the client may file the complaint in a written statement to the Director or designee. This written statement must be filed within five (5) days following the initial meeting. If the complaint involves the Director an impartial staff member will conduct the meeting.
2. The Director or designee shall meet with the client no later than five (5) days after resolving the written statement.
3. During this meeting the Director or designee will meet to resolve the grievance with the client.
4. If the grievance is resolved during this meeting, no further action will be taken, but a written record of thee meeting and outcome will be filed in the client’s file and in an Administrative Grievance File.

**Appeal:** (Initial) \_\_\_\_\_\_\_

1. The client may at any time notify the Division of Behavioral Health of the complaint.
2. The client will be informed verbally and in writing of the results of the grievance process.
3. Copies of the process findings may be provided to any employee involved in the grievance findings.
4. Client will not be punished or harassed due to filing a grievance.
5. The client will have an explanation of the policy and procedures before the process of filing a formal grievance begins.

**SECTION VI: Confidentiality an Anonymity Agreement:** (Initial) \_\_\_\_\_\_\_

It is pertinent that all individuals visiting or attending Alaska WorkSource understands the importance of safeguarding the confidentiality and anonymity of those individuals who are seen on these premises or who are receiving any kind of services.

Federal regulations prohibit anyone from making any type of disclosure without the specific consent of the person to whom it pertains to Confidentiality and Drug Abuse Patient records, 42 C.F.R., Part 2, and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 45 C.F.R., pts 160 & 164. Therefore, the undersigned person certifies his/her agreement not to divulge, publish, or otherwise make known to any unauthorized third party, orally or in writing any information obtained from or on behalf of a client of Alaska WorkSource.

The undersigned further understands that any unauthorized disclosure of client information or records can subject him or her to a civil action for damages or a fine under 42CFR Part 2 of $1,000 or three times the amount of the actual damages sustained by a willful release of confidential information under government regulation, or criminal prosecution, both State & Federal, in an amount of not more than $500 in the case of a first offense and not more than $5,500 in the case of each subsequent offense (42 C.F.R.).

**Client Statement**

My signature below indicates that I have read and understand the information and have had the opportunity and ask questions and that I fully understand each section of the ***Consent to Participation and Program Agreement***. I have knowingly and voluntarily consent to the terms of each one, and that I was neither under any duress or force nor under the influence of alcohol or other drugs at this time that I signed this document.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature Date

**Witness Statement:**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have witnessed and certify the validity and legitimacy of the above client’s signature.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Staff Signature Date

**HIPAA NOTICE**

**To the Client:**

This notice describes how medical, drug/alcohol, and court related information about you may be used, disclosed and how you can get access to this information. Please review it carefully.

**GENERAL INFORMATION**

Information regarding your health care, including payment for health care, is protected under two federal laws: ***the Health Insurance Portability and Accountability Act of 1996*** (“HIPAA”), 42 U.S.C. 1320d et seq., 45 C.F.R. parts 160 & 164, and the ***Confidentiality Law***, 42 U.S.C. 290dd-2, 42 C.F.R. Part 2.

I understand that under these laws:

Initial

\_\_\_\_\_ Alaska WorkSource may not disclose services that you may attend, the program, nor may Alaska WorkSource disclose any information identifying you as an alcohol or drug abuser, or disclose any other protected information except as permitted by federal law.

\_\_\_\_\_\_\_ Alaska WorkSource must obtain your written permission before it can disclose information about you for payment purposes. For example, Alaska WorkSource must obtain your written consent before it can disclose information to your referring agency in order to be paid for services. You must also sign a written consent before Alaska WorkSource can share information for treatment purposes for health operations. However, federal law permits Alaska WorkSource to disclose information **without** your written permission in the following instances.

1. Pursuant to an agreement with a qualified organization/business associate;
2. For research, audit or evaluations;
3. To report crime committed on Alaska WorkSource’s premises or against staff;
4. To medical personnel in a medical emergency;
5. As allowed by an authorizing court order;
6. Physical or sexual abuse or neglect committed against a child or elderly person;
7. Suicidal or homicidal threats or attempts;
8. Internal Communications;
9. Pursuant to the Department of Corrections if you, the client, are under their custody.

For example, Alaska WorkSource can disclose information without your consent to obtain legal or financial services, or to another medical facility to provide health care to you, as long as there is a qualified service organization/business associate agreement in place.

\_\_\_\_\_\_\_ Before Alaska WorkSource can use or disclose any information about your health in a manner, which is not described above, it must first obtain your specific written consent allowing it to make the disclosure. You may revoke any such written consent in writing.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Printed Name Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_

Client Signature

**CONFIDENTIALITY AND ANONYMITY AGREEMENT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, understand that it is pertinent that all individuals visiting, or attending Alaska WorkSource understand the importance of safeguarding the confidentiality and anonymity of those individuals who are seen on these premises or who are receiving any kind of services. Federal regulations prohibit anyone from making any type of disclosure without the specific consent of the person to whom it pertains to Confidentiality and Drug Abuse Patient records, 42 C.F.R., Part 2, and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 45 C.F.R., pts 160 & 164.

Therefore, the undersigned person certifies his/her agreement not to divulge, publish, or otherwise make known to any unauthorized third party, orally or in writing any information obtained from or on behalf of a client of Alaska WorkSource. The undersigned further understands that any unauthorized disclosure of client information or records can subject him or her to a civil action for damages or a fine under 42CFR Part 2 of $1,000 or three times the amount of the actual damages sustained by a willful release of confidential information under government regulation, or criminal prosecution, both State & Federal, in an amount of not more than $500 in the case of a first offense and not more than $5,500 in the case of each subsequent offense (42 C.F.R.).

Individuals at least twelve (12) years of age and above must sign this form. Persons accompanying children under the age of twelve must explain to them the importance of respecting the complete privacy of those at Alaska WorkSource as well as the events or activities occurring therein.

My signature below indicates that I have read the above and will abide by it certify the validity and legitimacy of the above any clients confidentiality.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature Date

**ATTENDANCE CONTRACT**

**Behavior:** Tardiness or Missed Classes:

\_\_\_\_\_\_\_ It is important to be on time to class and attend all classes provided. It is considered impolite to arrive late to a group and it wastes valuable time as the group members have to repeat what the late individual has missed, disrupting the flow of the group. Taking responsibility for your actions is a very important part of the program and it leads to empowerment. Missing groups without a legitimate reason is unacceptable and will not be tolerated. This program was meant to help you and if it is not taken seriously then you have lessened the chance of successfully completing your employment goals.

**Consequences:**

\_\_\_\_\_\_\_ Being late to group (anything over 10 minutes) is unacceptable. There are no excuses for being late. There are things that happen that are beyond our control therefore, you will receive 2 late passes of which you will receive no consequences for being late until your third tardiness. If you are over ten minutes late to group you will attend the group but will not receive credit for it and will be required to make up that group, adding it to your case management plan. If you miss a group you must provide a legitimate excuse that may or may not be accepted by the facilitator. If the excuse is not accepted than another group will be added to your case management plan to make up for the one you missed. If you miss three groups without legitimate excuses, than you will be unsuccessfully discharged from the program for non-compliance to this behavior contract.

**Acknowledgement:**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, understand and agree to the attendance contract. I was given an opportunity to express my concerns and ask questions regarding the behavior contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Staff Signature Date

**Group Rules**

1. Possession of contraband such as weapons, drugs, alcohol, etc. are strictly prohibited while on the Alaska WorkSource property.
2. Be on time for all groups and individual sessions. You need to call your case manager or the front desk staff if you are going to be more than ten (10) minutes late otherwise, you will be asked not to attend group.

1. Complete all requested assignments and submit them on time. AWS staff is available if you should need additional help.

1. All members in the group must volunteer information or feedback. Risk being open and honest with your peers in the group to receive feedback. Your experiences may help others.

**Respect:**

1. Strict confidentiality is required. You may share about your own experiences in groups but not about what others share in the group. Breaking confidentiality is a cause for automatic termination from the program.
2. Derogatory or profanity is not allowed in Alaska WorkSource groups or property.
3. Client must remain seated at all times while in group.
4. Be respectful while in group (No eating, no cross-talk, cell phones must be on silent).
5. Be willing to accept peer and facilitator feedback during group sessions.
6. Physical abuse, disrespectful, disruptive, argumentative, intimidating or otherwise aggressive behaviors will put you at risk of **termination** from the program.

**Acknowledgement:**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, understand and agree to the attendance contract. I was given an opportunity to express my concerns and ask questions regarding the behavior contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Staff Signature Date

**PLEASE REVIEW THE FOLLOWING GUIDELINES WITH THE APPLICANT**

In order to be admitted into the program, you must be well enough to participate in the program. If you arrive under the influence of alcohol or other drugs, or in withdrawal requiring clinical intervention, you will be referred to an appropriate detoxification setting before you will be allowed to start the program.

Alaska WorkSource is not responsible for your transportation or any other personal costs you may incur (e.g. approved medications) while in treatment.

I agree that the information provided by me in is true and correct to the best of my knowledge.

I have also signed a Release of Information (ROI) to obtain further information that is necessary to determine my appropriateness for treatment/referral and/or to verify that I will be reporting for participation at Alaska WorkSource as scheduled.

I have also signed a release of Information, which authorizes my physician to release to Alaska WorkSource, any medical information that is required to assess my appropriateness for acceptance and admittance into the program. (If needed)

Other Releases of Information may also be required from other agencies (Department of Corrections, Courts, Office of Child Services, etc…) may also be signed for comprehensive understanding of the appropriateness for Alaska WorkSource’s program.

**Acknowledgement:**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, understand and agree to the attendance contract. I was given an opportunity to express my concerns and ask questions regarding the behavior contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Staff Signature Date

**Orientation Check List**

Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Staff: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Staff Initials)

* Program Overview \_\_\_\_\_\_\_
* Consent for Participation & Program Agreement \_\_\_\_\_\_\_
* HIPPA Notice \_\_\_\_\_\_\_
* Attendance Behavior Contract \_\_\_\_\_\_\_
* Group Rules \_\_\_\_\_\_\_
* Intake Form \_\_\_\_\_\_\_
* Client Medical Release / Emergency Information form \_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Staff Signature Date