

# CONSUMER ORIENTATION FORM

As a consumer of Midwest ADP, upon admission I have been instructed in or given written materials regarding:

- Rights and responsibilities of the person served.
- Grievance/Complaint and appeal procedures.
- Ways in which input is given.
- The organization's:
  1. Confidentiality policies.
  2. Intent/consent to treat.
  3. Behavioral expectations of the person served.
  4. Transition criteria and procedures.
  5. Discharge criteria.
  6. Response to identification of potential risk to the person served.
  7. Access to after-hour services.
  8. Standards of professional conduct related to services.
  9. Requirements for reporting and/or follow-up for the mandated person served, regardless of his or her discharge outcome.
- An explanation of any and all financial obligations, fees, and financial arrangements for services provided by the organization.
- The program's health and safety policies regarding:
  1. The use of seclusion or restraint.
  2. Use of tobacco products.
  3. Illegal or Legal drugs brought into the program.
  4. Prescription medication brought into the program.
  5. Weapons brought into the program.
- The program rules and expectations of the person served which identifies the following:
  1. Any restrictions the program may place on the person served.
  2. Events, behaviors, or attitudes and their likely consequences.
  3. Means by which the person served may regain rights or privileges that have been restricted.

- Familiarization with the premises, including emergency exits and/or shelters, fire suppression equipment, and first aid kits.
- Education regarding advance directives, if appropriate.
- Identification of the purpose and process of the assessment.
- A description of:
  1. How the person-centered plan will be developed.
  2. The person's participation in goal development and achievement.
  3. The potential course of treatment/services.
  4. How motivational incentives may be used.
  5. Expectations for legally required appointments, sanctions, or court notifications.
  6. Expectations for family involvement
- Identification of the person(s) responsible for service coordination

Consumer Name: \_\_\_\_\_

Signature of Consumer: \_\_\_\_\_

Signature Parent/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

# CONSUMER RIGHTS

**POLICY:** To ensure the process that a consumer will be an active, informed participant in his/her plan of care, the consumer will be empowered with certain rights as described in the Consumer Rights. A consumer may designate someone to act as his/her consumer representative. This representative, on behalf of the consumer may exercise any of the rights provided by the policies and procedures established by the agency.

All policies are available at all times to the agency personnel, consumers and representatives as well as other organizations and the interested public to assist with fully understanding the consumer's rights.

## PROCEDURE:

1. Before or upon admission, the staff will provide each consumer and/or their representative with a copy of the Consumer Rights policy.
2. The Consumer Rights will be explained and distributed to the consumer prior to the initiation of agency services and annually. This explanation will be in a language he/she can reasonably understand. Communication of these rights can occur through:
  - a. Verbal
  - b. Written
  - c. For non-english speakers, all related information will be translated

## CONSUMER RIGHTS

The consumer is informed at admission and annually of:

- a. Confidentiality of all personal and treatment/service-related information.
- b. The right to privacy, security, and respect of property.
- c. The right for protection from abuse, neglect, retaliation, humiliation, exploitation.
- d. The right to have access to their own records for review and to obtain copies of pertinent information needed to make decision regarding treatment/services in a timely manner.
- e. The rights to informed consent or refusal or expression of choice regarding participation in all aspects of care/services and planning of care/services to the extent permitted by law including: 1) Service delivery, 2) Release of Information, 3) Concurrent services, 4) Composition of the service team.
- f. The right to access or referral to legal entities for appropriate representation.
- g. The right to access to self-help and advocacy support services.
- h. The right to investigation and resolution of alleged infringements of rights.

- i. The right to equal access to treatment/services for all persons in need regardless of race, ethnicity, gender, age, sexual orientation, or sources of payment.
- j. The right to a grievance procedure that includes the rights to: be informed of appeal procedures, initiate appeals, have access to the grievance procedures posted in a conspicuous place, receive a decision in writing, and appeal to an unbiased source.

## REFERENCES:

# CONSUMER GRIEVANCE/COMPLAINT POLICY

**POLICY:** Midwest ADP provides a formal method of documenting and reporting any and all consumer grievances or complaints. It is imperative that consumer have a means to openly discuss and document issues that are interfering in the recovery process. Midwest ADP wants to be informed of any consumer grievances/complaints and will resolve all issues to the best of their ability. Consumer's actions will not result in retaliation or barriers to services.

## PROCEDURE:

**Formal Complaint/Grievance:** If a consumer believes that a staff member or other consumer has violated their rights, the consumer is encouraged to complete the Consumer Grievance form and submit it to an Administrator. If the consumer's rights were not violated but they have a complaint to air with the organization, the consumer is encouraged to complete the Consumer Grievance form and check the complaint box.

1. We have an obligation to provide a method to address any grievance/complaint for which the consumer may feel that we have done to any of his/her rights
  - a. "Grievance/Complaint" is defined as; "any circumstance for which there is just cause for protest".
  - b. The grievance/complaint procedure at Midwest ADP shall be as follows:
    1. The agency shall provide the consumer with a written statement on the "grievance/complaint procedure."
    2. The consumer will sign the Receipt of Consumer Orientation Packet form to document his or her receipt and understanding of the rights and responsibilities of each consumer.
    3. Consumer Grievance/Complaint forms are readily available on our website, <https://midwestadp.net/forms/>
    4. All grievances/complaints shall be made in writing to the Supervisor/Administrator on our website, listed above. If the complaint is made by telephone, Midwest ADP personnel will connect the consumer or family member with the appropriate Supervisor/Administrator. The Supervisor/Administrator will document the complaint either by phone or at a scheduled meeting to assure an understanding of the nature of the grievance.

5. The Supervisor/Administrator is required to review and acknowledge the complaint within forty-eight (48) hours of the submission of the written report.
6. The Supervisor/Administrator is required to make a written determination of his\her findings including action to be taken to address the complaint within a reasonable amount of time depending on the complexity of the grievance. When a determination has been reached, the Supervisor/Administrator will complete the written report and present the determination to the consumer. A copy of the written report will be given to the consumer upon its completion.
7. The Supervisor/Administrator is required to refer the grievance/complaint and his/her report to the Owner/Board of Directors.
8. Should the grievance be of such a nature that it is reasonable to consider that a legal question has been raised, the administration shall refer the grievance and his/her report to the attorney of record for the agency.
9. On the advice of said attorney, the administrator shall make the consumer grievance to the appropriate law enforcement authority.
10. In all cases, all parties will make every attempt to resolve grievances informally within thirty (30) working days.
11. The Consumer has a right at any step of the grievance review process to take his/her grievance directly to:

SATOP issues: Mark Rembecki, (573) 522-4020  
PO Box 596 Jefferson City, MO 65102-0596

12. Midwest ADP is required to comply with and adhere to the Civil Rights Act of 1964 and all subsequent amendments; including religious, age, sex, and political affiliation as all relate to any and all civil rights which are granted/or implied by statute of law.
13. Each new consumer will be given a copy of the grievance procedure and have this procedure explained at intake.

**REFERENCES:**

Civil Rights Act of 1964

## **CONSUMER INPUT ON QUALITY OF CARE**

Quality of care, achievement towards goals, and consumer satisfaction are all essential aspects of effective and efficient services. Our team formally addresses these issues, verbally or in writing through the Consumer Suggestion boxes, Accessibility/Request for Accommodation/Removal of Barriers and Consumer Satisfaction Survey. The Administration uses this input to improve the services delivered. Consumers are encouraged to meet directly

with the Supervisor/Administrator at any time that they feel there is an issue related to quality of care, achievement toward goals, or satisfaction of services.

## **CONFIDENTIALITY/PRIVACY OF CONSUMER INFORMATION**

**POLICY:** All information, written and verbal, regarding consumer care or services is to be treated as confidential information in accordance with local, state, and federal guidelines. Midwest ADP will adhere to all HIPAA requirements regarding confidentiality of consumer information. It must be understood, however, that all such information is to be discussed only with those individuals participating in the consumer's care and only as necessary to meet an identified need. All Midwest ADP employees and contracted staff must at all times be aware of the responsibilities in maintaining consumer confidentiality. Midwest ADP will not release any information, written or otherwise, without a properly executed release of information form.

### **PROCEDURE:**

1. Staff is ultimately responsible for ensuring the privacy and respect due each consumer in each unique situation.
2. The information in the consumer case record and billing records is inaccessible to all except authorized staff of Midwest ADP organization and any contracted organizations or individuals.
3. Records or copies of the record will be made available for review by licensing, regulatory and/or accrediting bodies authorized by Midwest ADP agency administrator as well as for Quality Assurance reviews.

Confidentiality can and will be broken, by law, if an individual discloses information that expresses intent to harm themselves or others or discloses information regarding abuse or neglect towards themselves or others.

### **REFERENCES:**

## **INFORMED CONSENT**

**POLICY:** Midwest ADP follows all local, state and federal guidelines related to providing services. Midwest ADP reviews with the consumer the facts and risks concerning all treatment/service procedures including the use of medications. Consumers are informed that participation in this program is strictly on a voluntary basis.

### **PROCEDURE:**

1. Midwest ADP performs an initial intake on each individual seeking services from the agency. Detailed information is gathered to determine the consumers' needs and the level of care required to address their individual issues.
2. All consumers are made aware that they have the right to express choice or refuse to participate in the areas of service delivery, release of information, concurrent services, and the composition of the service delivery team.

3. All individuals are informed that the overall goal of therapy is improved quality of life.
4. All consumers must have a completed Informed Consent signed prior to the beginning of any treatment/services
5. Individual consultation with the consumer is completed at a minimum of 30, 90, or 180 days depending on the requirements of the program or as needed to effectively address current clinical need. At these meetings, the provider and the consumer will discuss present level of functioning, course of treatment/services, and future goals.

## **REFERENCES:**

## **AGENCY EXPECTATIONS OF PERSON SERVED**

Midwest ADP expects that all service recipients will provide the agency and staff with clear, complete, and honest information at all times so the agency can provide the most effective and efficient services possible. Midwest ADP demonstrates a commitment to our recipients care and expects that the recipient will work and participate in treatment/services with an equal amount of dedication. Midwest ADP clearly states the agency and program requirements for proper participation to all recipients and their families and expects that each individual will honor their responsibilities to the therapeutic process.

## **DISCHARGE POLICY**

**POLICY:** Midwest ADP will discharge any and all consumers for the following reasons:

Discharge Criteria

### **1. Consumer Driven**

- a. Upon the death of the consumer.
- b. Voluntary withdrawal or relocation, or consumer is unavailable for services (e.g. hospitalized)
- c. Repeated no-shows or consumer/family refusal of services.
- d. Pattern of non-compliance with program rules.
- e. Individual behaves in a manner deemed likely to cause physical harm to others or serious harm to self, interferes with the treatment/services of others in the program, and all other available resources have been used to minimize the behavior without success.

### **2. Treatment/Service Driven**

- a. Treatment/habilitation goals have been accomplished, or treatment/service is ended by mutual consent. Evaluation and/or screening had been completed.

- b. Improvement of consumer's condition to a degree as to warrant a service of less intensity, or discontinuation of services.
- c. The consumer's condition has deteriorated to the extent that a service of greater intensity is necessary in order to protect the individual's safety and security.
- d. The consumer ages out of service.
- e. The consumer no longer meets eligibility criteria and/or the program in which the consumer is admitted is no longer the most appropriate, least restrictive service.
- f. Services appropriate to consumer needs are unavailable.

**PROCEDURE:** At the time of discharge, the primary counselor will:

1. Responsible professional will discuss the need or purpose for consumer discharge with their supervisor and/or treatment/service team.
2. If the discharge request is not coming from the consumer or legally responsible person, lead staff will discuss the recommendation with the consumer or other, obtaining consents if necessary.
3. If the consumer or legally responsible person is not in agreement with the discharge, either will be informed in writing of the reason for discharge within 5 working days of the date service was terminated of the right to appeal the discharge.
4. Any consumers on inactive status and who have not received services for one year should be reviewed by the responsible professional's supervisor and/or treatment/service team for possible discharge.
5. A written Discharge/Transition summary will be completed per the Discharge/Transition policy and procedure. The Discharge/Transition Summary must include the designation of alternative service determined to meet the consumer's needs and a discharge plan.
6. The organization will follow up with the discharged consumers as soon as possible for unplanned discharges and within 30-days for planned discharges.

If discharge is to occur for aggressive or assaultive behaviors the Supervisor/Administrator and the consumer will meet to discuss the options available within the community or the state. If the person served has caused harm to Midwest ADP staff, the procedure is to immediately contact the local authorities and have the individual removed. Under these circumstances, the immediate agencies that would be involved would include law enforcement and the court system.

**REFERENCES:**

## **TRANSITION PLANNING POLICY**

**POLICY:**

Midwest ADP's approach to transition planning is to discuss and develop the expected steps that will lead to a successful completion of services and proper transition to alternative levels of care, discharge, and after care. Proper transition planning allows input from the consumer, family members, significant others, referral sources, and staff. The plan that is developed is

formally written upon the consumers exit from their current level of care or the agency. All individuals that participate in the transition planning are offered copies of the written transition plan. All consumers that transition or discharge from agency services will be contacted after departure from the agency to determine the status, needs, or to confirm contact with the referrals offered.

**PROCEDURE:** At the time of transition, the:

1. Responsible professional will discuss the need or purpose for the consumer's transition with their supervisor and/or treatment/service team.
2. Responsible professional will discuss and seek input from the consumer, family members, significant others, referral resources, and staff to determine the most effective and proper transitional needs and services.
3. A written transition planning summary will be completed. This summary must include the designation of alternative services determined to meet the consumer's needs.
4. All information will be documented on the Discharge/Transition Summary Form and filed in the consumer's record.
5. The organization will follow up with the transitioned consumers after the transition date.

**Unplanned Transitions:**

When a consumer is involved in an unplanned transition, the responsible professional will:

1. Provide notification to the consumer, family members, and significant others regarding the transition to a different level of care, to another facility, or to after care as soon as possible after leaving services.
2. Discuss with the consumer any need for further services or assistance.
3. Provide the consumer with the services or assistance requested.
4. All information will be documented on the Discharge/Transition Summary Form and filed in the consumer's record.

**Transition due to aggressive behavior:**

When a consumer is transitioned out of services due to aggressive or assaultive behavior, follow-up will be provided by Midwest ADP to:

1. Ensure that linkage has occurred to provide appropriate care.
2. Ensure that the follow-up has occurred as soon as possible after exit from the program.
3. All information will be documented on the Discharge/Transition Summary Form and filed in the consumer's record.

**REFERENCE:**

## **ABUSE AND NEGLECT**

**POLICY:** To have a procedure to investigate abuse and/or neglect allegedly committed by an employee of this agency, a caretaker of a consumer, or other individual. All staff members are mandatory reporters and will be trained and are expected to follow procedures on reporting suspected cases of abuse and neglect.

**Definitions:**

Abuse: Is defined as the “infliction of physical or mental injury on an individual by other parties, including but not limited to such means as sexual abuse, exploitation, or extortion of funds or other things of value, to such an extent that his/her health, self determination, or emotional well being is endangered.”

Neglect: Is defined as the “refusal or failure of a parent or caregiver to supply the individual with necessary food, clothing, shelter, care, treatment/services, or counseling for any injury, illness, or condition of the individual, as a result of which the individual’s physical, mental, or emotional health is substantially threatened or impaired”.

**PROCEDURE:**

**1. REPORTING PROCEDURE OF ABUSE OR NEGLECT WHERE ABUSER IS BELIEVED TO BE AN EMPLOYEE:**

- a. Reporting of abuse or neglect where the abuser is believed to be an employee of Midwest ADP shall be immediately reported to the administration and the proper authorities for investigation.
- b. Individuals under investigation **are not permitted** to be a part of the investigation team.
- c. Individuals under investigation are **prohibited** from working with or having contact with the consumer who made the allegation.
- d. Findings will be reviewed and forwarded to the Administration. All substantiated cases of abuse and neglect will be forwarded to the appropriate law enforcement and state agencies and the employee will be terminated.
- e. Any employee or contractor who witnesses, has knowledge of, or otherwise suspects that abuse or neglect of a consumer has occurred must report such incident to the Supervisor/Administrator of that case. They must also cooperate fully with the investigation.
- f. The administration and staff are responsible for reporting abuse and neglect to the appropriate state agencies such as Child Protection, Adult Protective Services, and the local law enforcement agencies.
- g. Reporting of abuse or neglect where the abuser is believed to be an employee of Midwest ADP shall be immediately reported to a local or state law enforcement agency.

- h. The report, verbal or written shall contain the information (if known) found on the Critical Incident Report.
- i. The report shall name the employee or employees thought to have caused or contributed to the consumer's condition and the report shall contain the name of such person if the consumer names him/her.
- j. If the initial report was in oral form by a mandatory reporter, there shall be a written report made within 3 business days to the local law enforcement agency.

**2. REPORTING PROCEDURE OF ABUSE OR NEGLECT WHERE ABUSER IS BELIEVED TO BE A PARENT, FAMILY MEMBER, or CARETAKER:**

- a. Reporting of abuse or neglect where the abuser is believed to be a parent, family member, or caretaker, shall be immediately reported to the local Child Protection agency, Adult Protection, or local law enforcement agency.
- b. The report, verbal or written shall contain the information (if known) found on the Critical Incident Report.
- c. The report shall name the person or persons thought to have caused or contributed to the consumer's condition if known and the report shall contain the name of such person if the consumer names him/her.
- d. If the initial report was in oral form by a mandatory reporter, there shall be a written report made within 3 business days to the local child protection agency, adult protection agency or, if necessary, to the local law enforcement agency.
- e. All reports received by local or state law enforcement agencies involving abuse or neglect where the parent or caretaker is believed responsible shall be referred to the local child protection agency.

It is not the obligation or responsibility of Midwest ADP employees to intervene into the action of protective and/or legal circumstances of the case. The reporter is ONLY obligated to REPORT.

It is the policy of Midwest ADP to fulfill its duties, not interfere and/or interpret the action of abuser, consumer or protective services and/or legal system.

The obligation of Midwest ADP is that of due diligence and not interpretation.

**REFERENCES:**

**CRISIS NUMBER**

Midwest ADP does not function as a crisis intervention center. Consumers can contact the agency during working hours and a qualified professional will assess the situation and refer them to the appropriate professionals. Midwest ADP provides consumers with the numbers at Access Crisis Intervention (ACI) – Comm Care at 1-888-279-8188. This

facility is staffed by mental health professionals who can respond to crisis 24 hours per day and 7 days per week.

## **CODE OF ETHICS**

### **Consumer Welfare**

Primary Responsibility. The primary responsibility of Midwest ADP is to respect the dignity and to promote the welfare of consumers.

Positive Growth and Development. Midwest ADP encourages consumer growth and development in ways that foster the consumers' interest and welfare; Midwest ADP avoids fostering dependent consumer relationships.

Treatment/Service Plans. Midwest ADP staff and their consumers work jointly in devising integrated, individual treatment/service plans that offer reasonable promise of success and are consistent with abilities and circumstances of consumers. Midwest ADP staff and consumers regularly review treatment/service plans to ensure their continued viability and effectiveness, respecting consumers' freedom of choice.

Family Involvement. Midwest ADP recognizes that families are usually important in consumers' lives and strive to enlist family understanding and involvement as a positive resource, when appropriate.

Career and Employment Needs. Midwest ADP works with their consumers in considering employment in jobs and circumstances that are consistent with the consumers' overall abilities, vocational limitations, physical restrictions, general temperament, interest and aptitude patterns, social skills, education, general qualifications, and other relevant characteristics and needs. Midwest ADP neither places nor participates in placing consumers in positions that will result in damaging the interest and the welfare of consumers, employers, or the public.

### **Respecting Diversity**

Nondiscrimination. Midwest ADP does not condone or engage in discrimination based on age, color, culture, disability, ethnic group, gender, race, religion, sexual orientation, marital status, or socioeconomic status.

Respecting Differences. Midwest ADP will actively attempt to understand the diverse cultural backgrounds of the consumers with whom they work. This includes, but is not limited to, learning how the agency's own cultural/ethnic/racial identity impacts the values and beliefs about the therapeutic process.

### **Consumer Rights**

Disclosure to Consumers. When treatment/service is initiated, and throughout the treatment/service process as necessary, Midwest ADP staff informs consumers of the purposes, goals, techniques, procedures, limitations, potential risks, and benefits of services to be performed, and other pertinent information. Midwest ADP staff takes steps to ensure that consumers understand the implications of diagnosis, the intended use of tests and reports, fees, and billing arrangements. Consumers have the right to expect confidentiality and to be provided

with an explanation of its limitations, including supervision and/or treatment/service team professionals; to obtain clear information about their case records; to participate in the ongoing treatment/service plans; and to refuse any recommended services and be advised of the consequences of such refusal.

Freedom of Choice. Midwest ADP offers consumers the freedom to choose whether to enter into a therapeutic relationship and to determine which professional(s) will provide services. Restrictions that limit choices of consumers are fully explained.

Inability to Give Consent. When treating minors or persons unable to give voluntary informed consent, Midwest ADP staff acts in these consumers' best interests.

### **Consumers Served by Others**

If a consumer is receiving services from another health care professional, Midwest ADP, with consumer consent, informs the professional persons already involved and develops clear agreements to avoid confusion and conflict for the consumer.

### **Personal Needs and Values**

Personal Needs. In the therapeutic relationship, Midwest ADP is aware of the intimacy and responsibilities inherent in the therapeutic relationship, maintain respect for consumers, and avoid actions that seek to meet their personal needs at the expense of consumers.

Personal Values. Midwest ADP is aware of their own values, attitudes, beliefs, and behaviors and how these apply in a diverse society and avoid imposing their values on consumers.

### **Dual Relationships**

Avoid When Possible. Midwest ADP is aware of their influential positions with respect to consumers, and they avoid exploiting the trust and dependency of consumers. Midwest ADP makes every effort to avoid dual relationships with consumers that could impair professional judgment or increase the risk of harm to consumers. (Examples of such relationships include, but are not limited to, familial, social, financial, business, or close personal relationships with consumers.) When a dual relationship cannot be avoided, Midwest ADP takes appropriate professional precautions such as informed consent, consultation, supervision, and documentation to ensure that judgment is not impaired, and no exploitation occurs.

Superior/Subordinate Relationships. Midwest ADP does not accept as consumer's superiors or subordinates with whom they have administrative, supervisory, or evaluative relationships.

### **Sexual Intimacies with Consumers**

Current Consumers. Midwest ADP does not have any type of sexual intimacies with consumers and do not counsel persons with whom they have had a sexual relationship.

Former Consumers. Midwest ADP employees do not engage in sexual intimacies with former consumers within a minimum of 2 years after terminating the therapeutic relationship. Midwest ADP employees who engage in such relationship after 2 years following termination have the responsibility to examine and document thoroughly that such relations did not have an exploitative nature, based on factors such as duration of treatment/service, amount of time since

treatment/services, termination circumstances, consumer's personal history and mental status, adverse impact on the consumer, and actions by the employee suggesting a plan to initiate a sexual relationship with the consumer after termination.

### **Multiple Consumers**

When Midwest ADP agrees to provide therapeutic services to two or more persons who have a relationship (such as husband and wife, or parents and children), Midwest ADP staff clarify at the outset, which person or persons are consumers and the nature of the relationships they will have with each involved person. If it becomes apparent that Midwest ADP staff may be called upon to perform potentially conflicting roles, they clarify, adjust, or withdraw from roles appropriately.

### **Group Work**

Screening. Midwest ADP screens prospective group counseling/therapy participants. To the extent possible, Midwest ADP staff selects members whose needs and goals are compatible with goals of the group, who will not impede the group process, and whose well being will not be jeopardized by the group experience.

Protecting Consumers. In a group setting, Midwest ADP staff takes reasonable precautions to protect consumers from physical or psychological trauma.

### **Fees and Bartering**

Advance Understanding. Midwest ADP staff clearly explains to consumers, prior to entering the therapeutic relationship, all financial arrangements related to professional services.

Bartering Discouraged. Midwest ADP refrains from accepting goods or services from consumers in return for therapeutic services because such arrangements create inherent potential for conflicts, exploitation, and distortion of the professional relationship.

### **Termination and Referral**

Abandonment Prohibited. Midwest ADP does not abandon or neglect consumers in treatment/service. Midwest ADP assists in making appropriate arrangements for the continuation of treatment/services, when necessary, during interruptions such as vacations, and following termination.

Inability to Assist Consumers. If Midwest ADP determines an inability to be of professional assistance to consumers, they avoid entering or immediately terminate a therapeutic relationship. Midwest ADP is knowledgeable about referral resources and suggests appropriate alternatives. If consumers decline the suggested referral, Midwest ADP should discontinue the relationship.

Appropriate Termination. Midwest ADP terminates a therapeutic relationship, securing consumer agreement, when possible, when it is reasonably clear that the consumer is no longer benefiting, when services are no longer required, when treatment/services no longer serves the consumer's needs or interests or when agency or institution limits do not allow provision of further therapeutic services.

## **PROCEDURE:**

If there is a claim that an employee or contractor has violated the Code of Ethics, the following steps will be followed:

1. A verbal report will be made to the Administrator.
2. The verbal report will be summarized in writing and the claim will be investigated within 48 hrs.
3. After completion of all required investigations and a clear understanding of the violation, the Administrator will meet with and address the violation with the party (ies) involved.
4. A decision will be rendered as to the sanctions, if any, for the violation and this will be written and placed into the individual's personnel chart, if applicable.

**REFERENCES:** [http://www.counseling.org/resources/ACA\\_Ethics.pdf](http://www.counseling.org/resources/ACA_Ethics.pdf)

## **FINANCIAL OBLIGATIONS OF RECIPIENTS**

When a recipient has been determined to be eligible for services in the program, the organization will discuss all financial obligations with the recipient prior to beginning services.

## **PHYSICAL RESTRAINT/EMERGENCY INTERVENTION POLICY**

**SCOPE:** All consumers receiving services from Midwest ADP.

**PURPOSE:** To clearly articulate Midwest ADP Policy about Emergency Interventions of Restraint.

### **POLICY:**

In the event of a behavioral emergency Midwest ADP staff are **not authorized** to use any form of restraint to stop or divert a consumer's behavior. Midwest ADP staff may attempt to defuse potentially violent situations using verbal preventive intervention techniques and strategies but if these strategies are unsuccessful, Midwest ADP staff is expected to call 911 to contain the behavioral emergency.

## **SECLUSION POLICY**

**SCOPE:** All consumers receiving services from Midwest ADP.

**PURPOSE:** To clearly articulate Midwest ADP Policy about Emergency Interventions of Seclusion.

## **POLICY:**

In the event of a behavioral emergency Midwest ADP staff is **not authorized** to use any form of seclusion to stop or divert a consumer's behavior. Midwest ADP staff may attempt to defuse potentially violent situations using verbal preventive intervention techniques and strategies but if these strategies are unsuccessful, Midwest ADP staff is expected to call 911 to contain the behavioral emergency.

## **TOBACCO/SMOKING**

**POLICY:** In keeping with Midwest ADP intent to provide a safe and healthful work environment, smoking or tobacco use in the workplace is prohibited except in those locations that have been specifically designated as smoking/tobacco areas. Smoking or tobacco use in any vehicle occupied by a consumer is strictly prohibited. In situations where the preferences of tobacco users and non-tobacco user are in direct conflict, the preferences of non-tobacco users will prevail. This policy applies equally to all employees, customers, and visitors. The use of tobacco and tobacco products by minors is strictly prohibited.

## **HANDLING OF WEAPONS AND DRUGS**

**POLICY:** Midwest ADP will assure the safety and well-being of consumers and staff personnel in regard to dangerous weapons, legal, illegal, and prescription drugs. Midwest ADP has the right and responsibility to remove, if possible and confiscate any items deemed to be dangerous or illegal.

**PROCEDURE:** Midwest ADP will adhere to the following procedure if legal, illegal, prescription drugs, or weapons are discovered on the agency premises.

**Legal Drugs:** (Over the Counter, Vitamins, Herbs, and Alcohol)

1. If legal drugs are present on the person of a consumer or personnel, the consumer or personnel is required to keep all legal drugs concealed and not freely visible.
2. Consumers and personnel are not allowed to dispense any legal drugs to any other consumer or personnel while on the organization's premises.
3. The consumption or distribution of alcohol on the organizations premises is strictly prohibited. Use or distribution of alcohol while on the premises of the organization will result in the consumer or personnel being asked to leave the premises immediately. If the consumer is underage, the parents or the appropriate authorities will be contacted immediately.

**Illegal Drugs:**

1. If illegal drugs are discovered on any consumer or personnel, Midwest ADP staff members will attempt to isolate the consumer or personnel from the other consumers and staff members. Staff will immediately notify the Supervisor/Administrator for further instructions.

2. Midwest ADP personnel will call the local authorities and/or the consumer's legal representative to report the findings, if applicable.
3. Midwest ADP will cooperate fully with local authorities in completing all required reports and questions.
4. A critical incident report should be completed within (24) hours of the incident.

**Prescription Drugs:**

1. Prescription drugs are allowed for consumers and personnel when the medication is in a prescription bottle with the consumer or personnel's name on the bottle.

**Medical Marijuana (all forms):**

1. Consumers and personnel are not allowed to possess, use, dispense, or sell any medical marijuana product to themselves or any other consumer or personnel while on the organization's premises.
2. The consumption or distribution of marijuana products, legal or not, on the organization's premises is strictly prohibited. Use, distribution, sale of marijuana products while on the premises of the organization will result in the consumer or personnel being asked to leave the premises immediately. If the consumer is underage, the parents or appropriate authorities will be contacted immediately.
3. Midwest ADP will allow admission of consumers possessing a valid medical marijuana card if the consumer is otherwise eligible for admission into the program. Additionally, Midwest ADP will document consumers' medical marijuana card status by obtaining a copy of their state-issued card.

**Weapons:**

1. If any weapon is discovered on any consumer or personnel, Midwest ADP staff members will attempt to isolate the consumer or personnel. Staff will remove all other consumers and personnel from the agency and immediately call the local authorities. Staff will focus on assuring the safety of the consumers and other staff members. Staff will avoid attempting to secure the weapon and will wait for proper authorities to arrive.
2. Midwest ADP staff will immediately notify the Supervisor/Administrator to receive any additional instructions on how to handle the current situation.
3. Midwest ADP will immediately notify the consumer's legal representative regarding the situation.
4. Midwest ADP may press charges with the local authorities and participate fully in their investigation.
5. Midwest ADP will meet with consumer and/or legal representative within 48 hours (if possible) of the incident to discuss the consumer's status in the program.

6. A critical incident report should be completed within (24) hours after the incident.  
**REFERENCES:**

## **RESTRICTION OF SERVICES**

Midwest ADP reserves the right to restrict services in the event that the person served demonstrates behaviors or attitudes that are detrimental to the therapeutic process for themselves or others seeking services. Aggressive or extreme defiance, refusal to participate in treatment/services, denial of access to the person served, or hostile or threatening gestures to Midwest ADP personnel or consumers will result in the removal of the person served from some or all of the therapeutic services available. Midwest ADP will attempt to continue delivering services to the person served in an environment that is more restrictive. When the Supervisor/Administrator determines that the behaviors or attitudes that cause restrictions have been resolved, the person served will be allowed to return to the previous level of services. If the behaviors or attitudes continue or worsen, the Supervisor/Administrator will determine if the person served is in need of discharge or transition.

## **FIRE AND SAFETY NOTIFICATION**

All recipients accepted into the program are oriented to all emergency exits, fire suppressant equipment locations, and how to access first aid supplies prior to beginning services.

## **ASSESSMENT PURPOSE AND PROCEDURE**

The purpose of the assessment is to gather all needed data through interviews with the consumer, family members, essential others, and other stakeholders. The supervisor will design a treatment/service plan that will address the identified issues and develop therapeutic strategies to resolve each issue. This assessment is the original information that guides treatment/services. There is a constant effort to assess the needs and desires of the person served throughout the individual's time in treatment/services.

## **DEVELOPMENT OF INDIVIDUAL PLAN OF CARE**

Midwest ADP develops an individualized plan of care for each person served. Staff uses the historical data collected at the time of evaluation and the current information gathered during assessment to identify therapeutic issues and develop strategies to address these needs. The person served has input into this process from the beginning of treatment/services. The person served has the right to change or refuse any of the goals that are developed over the course of treatment/services.

## **SERVICE COORDINATOR**

A service coordinator for each recipient will be assigned at the beginning of services. This individual will be the person that is responsible for identifying issues and designing a treatment/service plan that will meet the needs of each recipient individually. All questions that arise regarding goals and objectives should be brought to the attention of the assigned staff member.