



### Outpatient Program Agreement

Client Name: \_\_\_\_\_

Client ID: \_\_\_\_\_

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

	The purpose of this Agreement is to facilitate a discussion about expectations of outpatient treatment between the client, family when appropriate, and staff. It addresses the following important aspects of treatment: Confidentiality and privacy, participation agreement, program rules and orientation, client rights, grievance procedure, client wellness, and quality assurance issues such as recording of sessions and follow-up surveys. It is important that each section is <b>initialed</b> indicating that the topic was discussed and all questions were answered.
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#### Confidentiality and Privacy:

I have been provided a thorough explanation of my privacy rights under Federal (including HIPAA, 42 CFR Part 2, etc.), State (FS Chapter 397, etc.), and agency policies and procedures. I understand that my confidentiality and privacy rights are also posted in the lobby of the outpatient program. I understand these rights and agree to ask my counselor/therapist if I have any questions. I also understand that I can contact the agency’s Privacy Officer at 561.743.1034 or 800.253.8770 if I have any questions at any time. If you want to obtain further information about the Drug Abuse Treatment Association’s privacy practices, exercise your rights, feel your privacy rights have been violated, or you want to file a complaint, you may contact: Drug Abuse Treatment Association, Inc., ATTN: Privacy Officer, 1016 Clemons Street, Suite 300, Jupiter, FL 33477. Please note that a complaint must be made in writing and that no staff member of the Drug Abuse Treatment Association, Inc. may retaliate against you for filing a complaint or for exercising your rights as described in this notice. You are strongly encouraged to file a complaint via the Grievance Procedure. However, any complaints or concerns can be addressed directly to the Privacy Officer at the phone number and address listed above.

\_\_\_\_\_ **(Initials): I have read and understand my rights regarding confidentiality and privacy.**

#### Participation Agreement:

I acknowledge that by being admitted to the Drug Abuse Treatment Association, Inc. (DATA) outpatient substance use treatment program, I will participate in therapeutic and related services as a part of the treatment program recommended. I further acknowledge that the following have been explained and to which I voluntarily consent:

1. I have been advised that the **confidentiality** of patient records maintained by DATA is protected by Federal Law. Federal Confidentiality Regulations 42 CFR Part 2, the HIPAA Privacy Rule, and the HITECH Act are strictly adhered to at all times. Suspected violations of this law may be reported. DATA, in general, may not acknowledge to the outside that a client attends the program or identify a client UNLESS at least one of the following exists: (a) Client consents in writing; (b) internal communications, (c) medical emergency, (d) court order, (e) crime at program or against program personnel, (f) research, audit and evaluation, (g) child/elder abuse/neglect, or (d) if there is a qualified service organization/business associate agreement with another provider. Note that all information about suspected child/elder abuse or neglect will be reported to state and local authorities.
2. By signing below, I hereby **consent to assessment and/or treatment** and I authorize DATA to provide the following services:
  - a. Assessment services to determine proper placement;
  - b. Evidence-based counseling and therapy in group, individual and/or family sessions to treat identified behavioral health issues;
  - c. Assistance in obtaining necessary aid from any community resources;
  - d. I understand that I may be recommended to attend self-help support group meetings;
  - e. I understand that if I am court ordered to treatment, urinalysis results will be given the appropriate authorities. However, test results will not be released to other persons/agencies unless I have signed Release of Information form; and,
  - f. As the parent/legal guardian, I consent to participate in family sessions and weekly parent groups (if applicable).
3. I will regularly **attend scheduled counseling**, therapy and other services, including educational, employment, leisure/recreational, psychiatric and/or psychological services, medication as recommended, and a minimum of one family session per month or as frequently as determined in my collaboratively developed treatment plan. **I will notify the agency if I am unable to attend my scheduled session.**
4. I will **actively participate in the treatment planning process** by establishing appropriate objectives, goals and action plans with my primary therapist. I will receive a copy of all treatment plans, and treatment plan objectives and goals will be discussed

regularly, and revised as needed. In addition, I agree to complete all of the treatment plan goals and objectives I created with my therapist in compliance with the specified target dates.

5. I authorize DATA to perform **random urinalysis** at any time. The results of these tests will be used by DATA to measure my current level of substance use, help the treatment team evaluate my treatment progress, and assist the team in appropriate revisions to my treatment plan. I understand, and consent to a same sex staff member collecting samples at any time during my treatment program. Further, I understand that urinalysis results may not be revealed to other persons and/or agencies without my written consent to that specific individual. Positive results will be handled on an individual basis, and may result in treatment extension, referral or discharge.
6. **HIV** education, testing, and pre/posttest counseling may be provided directly or through referral as a part of the treatment process.
7. Sections 381.231 and 384.06 of the Florida Statutes refer to the reporting of **communicable diseases**. As a participant in this program, I grant permission for the staff to report to the Department of Health all information regarding any communicable diseases discovered/suspected of me. In turn, I agree to report to appropriate DATA staff as soon as possible should I become aware of a contagious disease.
8. By signing below, I hereby give permission for DATA to audio or video **record therapeutic sessions**. This is solely done for the purpose of supervision/training. I understand that I maintain the right to refuse recording of any session at any time.
9. **Discharge criteria** is determined by regular attendance, consecutive clean drug screens, and progress made on meeting treatment plan goals and objectives. However, DATA reserves the right to terminate services and notify the appropriate referral source should clients be noncompliant with any aspect of program rules and/or expectations. I also understand that I may be **referred to another level of care** based on my progress in treatment (i.e., residential treatment).
10. I have been informed of and understand the various ways to **provide input** into my treatment, including but not limited to use of suggestion boxes, the grievance process, my collaboratively developed treatment plan, etc.

\_\_\_\_ (Initials): I have read and understand the Participation Agreement.

#### Outpatient Program Rules and Orientation:

1. **No use of mood altering substances** while receiving treatment services. If substance use occurs, the client is required to report any use to their assigned therapist. Clients will not enter any agency facility under the influence of alcohol or any other drugs. Illegal substances brought on to DATA property will be confiscated and the proper authorities notified for removal.
2. Clients will **report any use of medication** to the assigned therapist. Medication is not permitted on agency property unless authorized by the Agency Nurse, Director of Treatment Services or program supervisor.
3. The following activities/behaviors are **strictly prohibited** on DATA property: Sexual activity, physical violence or aggressive behaviors, possession of fire arms or any other weapons, any illegal activity, illicit drugs, smoking or the use of and/all tobacco products, including vapes.
4. DATA is a “**smoke-free**” work place. Staff, clients, family members, and visitors are not permitted to smoke or vape on any property owned, leased, or rented by the agency.
5. **Weapons**, of any kind, are not permitted on DATA property. Weapons brought on to DATA property will be confiscated and the proper authorities notified for removal.
6. Clients agree to follow agency, state, and federal requirements regarding client **confidentiality**.
7. Clients will wear only **appropriate attire** while on DATA property. Clients will not wear inappropriate attire such as clothing depicting tobacco/alcohol/drugs and clothing that does not properly cover the body or is overly provocative.
8. Clients should be **enrolled in school, employed, or seeking employment** while receiving services at DATA. Exceptions will be considered on an individual basis by the client’s therapist or program supervisor.
9. **Discharge criteria** is collaboratively decided by the therapist/client/treatment team and generally determined by regular attendance, consecutive clean drug screens, and meeting treatment plan goals and objectives. Clients may be **referred/transferred to another level of care** based on their progress or lack of progress (i.e., residential treatment).
10. **Cell phones** and other electronic equipment are turned off during individual, family, group sessions. Audio or video recording of sessions by clients, family members, or guests is strictly prohibited.

\_\_\_\_ (Initials): I have read and understand the Outpatient Program Rules and Orientation.

## Client Rights:

Drug Abuse Treatment Association, Inc. (DATA) does not discriminate against any individual on the basis of race, religion, national origin, disability, gender, or sexual orientation. All clients who are admitted to an agency program are oriented to all client rights upon admission and annually, if necessary, thereafter, and assured that their rights are protected. Privileges, unlike client rights, can be lost through violations of program rules or a failure to demonstrate progress in treatment. All staff will adhere to research guidelines and ethics. All DATA clients are guaranteed the protection of fundamental human, civil, constitutional, and statutory rights, including those specified in section 397.501 (1)-(10), F.S.

### Client Rights are as Follows:

1. Clients will be treated with respect by the staff at all times. This includes the prohibition of and freedom from psychological and/or physical abuse, fiduciary abuse or exploitation, neglect, retaliation, humiliation, threatening and exploiting actions.
2. Clients have the right to non-discriminatory services and must be assigned a primary therapist. Clients have the right to informed consent, informed refusal and/or expression of choice regarding: service delivery, release of information, concurrent services, composition of service delivery team, involvement in research projects, etc.
3. Clients must be given the least restrictive treatment alternative consistent with the client's needs.
4. Clients have the right to communication. Client's identification and treatment is confidential and will be treated as such. Confidentiality guidelines are strictly adhered to when releasing/obtaining all client information.
5. Client's protected health information will be kept in accordance with HIPAA guidelines and federal, state, and local laws.
6. Consistent with all safety needs, client will be given reasonable privacy.
7. Clients will be active participants in their treatment and in the development of treatment planning.
8. Clients have the right to access pertinent information to services received in a timely manner. In addition, clients have the right to access their records.
9. Clients are assured freedom from neglect, abuse (physical/sexual), and any form of corporal punishment.
10. Clients have the right to access or be referred to legal entities for appropriate representation, self-help support services, and advocacy support services. In addition, all other legal rights are given.
11. Clients are assured that any search and seizures will be carried out consistent with program standards and only for the purpose of ensuring safety and security.
12. Clients will not be restrained or secluded at any time. DATA maintains a "hands off" policy. However, if a client should become violent and uncontrollable, staff will call 911 to request assistance.
13. Clients will have reasonable access to the use of the telephone under appropriate circumstances.
14. Clients have the right to file grievances according to the agency's grievance procedure. If the client is unsatisfied with results of this meeting, the client can request a meeting with the Program Supervisor and, subsequently, the Chief Executive Officer.
15. Clients have freedom of speech, debate with staff and other clients with the provision that it relates to the problem and is done appropriately.
16. In addition to the above, it is understood that these rights apply to all DATA clients and that DATA clients have the right to contact the Florida Abuse Registry at 1.800.962.2873 if they believe their rights have been violated. In addition, clients may contact the Substance Abuse and Mental Health Office (Circuits 15 & 19) at 561.227.6680; the Southeast Florida Behavioral Health Network at 561.203.2485; and Disability Rights Florida at 800.342.0823 if the need should arise.

Florida Statute 397.501 (1)-(10), expounds on these rights. Individuals receiving substance abuse services from any service provider are guaranteed protection of the rights specified in this section, unless otherwise expressly provided, and service providers must ensure the protection of such rights.

(1) **RIGHT TO INDIVIDUAL DIGNITY:** The dignity of the individual served must be respected at all times and upon all occasions, including any occasion when the individual is admitted, retained, or transported. Individuals served who are not accused of a crime or delinquent act may not be detained or incarcerated in jails, detention centers, or training schools of the state, except for purposes of protective custody in strict accordance with this chapter. An individual may not be deprived of any constitutional right.

(2) **RIGHT TO NONDISCRIMINATORY SERVICES:** Service providers may not deny an individual access to substance abuse services solely on the basis of race, gender, ethnicity, age, sexual preference, human immunodeficiency virus status, prior service departures against medical advice, disability, or number of relapse episodes. Service providers may not deny an individual who takes medication prescribed by a physician access to substance abuse services solely on that basis. Service providers who receive state funds to provide substance abuse services may not, if space and sufficient state resources are available, deny access to services based solely on inability to pay. Each individual in treatment must be afforded the opportunity to participate in the formulation and periodic review of his or her individualized treatment or service plan to the extent of his or her ability to so participate. It is the policy of the

state to use the least restrictive and most appropriate services available, based on the needs and the best interests of the individual and consistent with optimum care of the individual. Each individual must be afforded the opportunity to participate in activities designed to enhance self-image.

(3) **RIGHT TO QUALITY SERVICES:** Each individual must be delivered services suited to his or her needs, administered skillfully, safely, humanely, with full respect for his or her dignity and personal integrity, and in accordance with all statutory and regulatory requirements. These services must include the use of methods and techniques to control aggressive behavior that poses an immediate threat to the individual or to other persons. Such methods and techniques include the use of restraints, the use of seclusion, the use of time-out, and other behavior management techniques. When authorized, these methods and techniques may be applied only by persons who are employed by service providers and trained in the application and use of these methods and techniques. The department must specify by rule the methods that may be used and the techniques that may be applied by service providers to control aggressive behavior and must specify by rule the physical facility requirements for seclusion rooms, including dimensions, safety features, methods of observation, and contents.

(4) **RIGHT TO COMMUNICATION:** Each individual has the right to communicate freely and privately with other persons within the limitations imposed by service provider policy. Because the delivery of services can only be effective in a substance abuse free environment, close supervision of each individual's communications and correspondence is necessary, particularly in the initial stages of treatment, and the service provider must therefore set reasonable rules for telephone, mail, and visitation rights, giving primary consideration to the well-being and safety of individuals, staff, and the community. It is the duty of the service provider to inform the individual and his or her family if the family is involved at the time of admission about the provider's rules relating to communications and correspondence.

(5) **RIGHT TO CARE AND CUSTODY OF PERSONAL EFFECTS:** An individual has the right to possess clothing and other personal effects. The service provider may take temporary custody of the individual's personal effects only when required for medical or safety reasons, with the reason for taking custody and a list of the personal effects recorded in the individual's clinical record.

(6) **RIGHT TO EDUCATION OF MINORS:** Each minor in a residential service component is guaranteed education and training appropriate to his or her needs. The service provider shall coordinate with local education agencies to ensure that education and training is provided to each minor in accordance with other applicable laws and regulations and that parental responsibilities related to such education and training are established within the provisions of such applicable laws and regulations. This chapter does not relieve any local education authority of its obligation under law to provide a free and appropriate education to every child.

(7) **RIGHT TO CONFIDENTIALITY OF INDIVIDUAL RECORDS:** The records of service providers which pertain to the identity, diagnosis, and prognosis of and service provision to any individual are confidential in accordance with this chapter and with applicable federal confidentiality regulations and are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. Such records may not be disclosed without the written consent of the individual to whom they pertain except that appropriate disclosure may be made without such consent: (1) To medical personnel in a medical emergency, (2) To service provider personnel if such personnel need to know the information in order to carry out duties relating to the provision of services to an individual; (3) To the secretary of the department or the secretary's designee, for purposes of scientific research, in accordance with federal confidentiality regulations, but only upon agreement in writing that the individual's name and other identifying information will not be disclosed; (4) In the course of review of service provider records by persons who are performing an audit or evaluation on behalf of any federal, state, or local government agency, or third-party payor providing financial assistance or reimbursement to the service provider; however, reports produced as a result of such audit or evaluation may not disclose names or other identifying information and must be in accordance with federal confidentiality regulations; (5) Upon court order based on application showing good cause for disclosure. In determining whether there is good cause for disclosure, the court shall examine whether the public interest and the need for disclosure outweigh the potential injury to the individual, to the service provider and the individual, and to the service provider itself.

The restrictions on disclosure and use in this section do not apply to communications from provider personnel to law enforcement officers which (1) Are directly related to an individual's commission of a crime on the premises of the provider or against provider personnel or to a threat to commit such a crime; and (2) Are limited to the circumstances of the incident, including the status of the individual committing or threatening to commit the crime, that individual's name and address, and that individual's last known whereabouts.

The restrictions on disclosure and use in this section do not apply to the reporting of incidents of suspected child abuse and neglect to the appropriate state or local authorities as required by law. However, such restrictions continue to apply to the original

substance abuse records maintained by the provider, including their disclosure and use for civil or criminal proceedings which may arise out of the report of suspected child abuse and neglect. Any answer to a request for a disclosure of individual records which is not permissible under this section or under the appropriate federal regulations must be made in a way that will not affirmatively reveal that an identified individual has been, or is being diagnosed or treated for substance abuse. The regulations do not restrict a disclosure that an identified individual is not and has never received services. Since a minor acting alone has the legal capacity to voluntarily apply for and obtain substance abuse treatment, any written consent for disclosure may be given only by the minor. This restriction includes, but is not limited to, any disclosure of identifying information to the parent, legal guardian, or custodian of a minor for the purpose of obtaining financial reimbursement. When the consent of a parent, legal guardian, or custodian is required under this chapter in order for a minor to obtain substance abuse treatment, any written consent for disclosure must be given by both the minor and the parent, legal guardian, or custodian. An order of a court of competent jurisdiction authorizing disclosure and use of confidential information is a unique kind of court order. Its only purpose is to authorize a disclosure or use of identifying information which would otherwise be prohibited by this section. Such an order does not compel disclosure. A subpoena or a similar legal mandate must be issued in order to compel disclosure. This mandate may be entered at the same time as, and accompany, an authorizing court order entered under this section. An order authorizing the disclosure of an individual's records may be applied for by any person having a legally recognized interest in the disclosure which is sought. The application may be filed separately or as part of a pending civil action in which it appears that the individual's records are needed to provide evidence. An application must use a fictitious name, such as John Doe or Jane Doe, to refer to any individual and may not contain or otherwise disclose any identifying information unless the individual is the applicant or has given a written consent to disclosure or the court has ordered the record of the proceeding sealed from public scrutiny. The individual and the person holding the records from whom disclosure is sought must be given adequate notice in a manner which will not disclose identifying information to other persons, and an opportunity to file a written response to the application, or to appear in person, for the limited purpose of providing evidence on the statutory and regulatory criteria for the issuance of the court order. Any oral argument, review of evidence, or hearing on the application must be held in the judge's chambers or in some manner which ensures that identifying information is not disclosed to anyone other than a party to the proceeding, the individual, or the person holding the record, unless the individual requests an open hearing. The proceeding may include an examination by the judge of the records referred to in the application. A court may authorize the disclosure and use of records for the purpose of conducting a criminal investigation or prosecution of an individual only if the court finds that all of the following criteria are met: (1) The crime involved is extremely serious, such as one which causes or directly threatens loss of life or serious bodily injury, including but not limited to homicide, sexual assault, sexual battery, kidnapping, armed robbery, assault with a deadly weapon, and child abuse and neglect; (2) There is reasonable likelihood that the records will disclose information of substantial value in the investigation or prosecution; (3) Other ways of obtaining the information are not available or would not be effective; (4) The potential injury to the individual, to the physician-individual relationship, and to the ability of the program to provide services to other individuals is outweighed by the public interest and the need for the disclosure.

(8) **RIGHT TO COUNSEL:** Each individual must be informed that he or she has the right to be represented by counsel in any involuntary proceeding for assessment, stabilization, or treatment and that he or she, or if the individual is a minor his or her parent, legal guardian, or legal custodian, may apply immediately to the court to have an attorney appointed if he or she cannot afford one.

(9) **RIGHT TO HABEAS CORPUS:** At any time, and without notice, an individual involuntarily retained by a provider, or the individual's parent, guardian, custodian, or attorney on behalf of the individual, may petition for a writ of habeas corpus to question the cause and legality of such retention and request that the court issue a writ for the individual's release.

(10) **LIABILITY AND IMMUNITY:** Service provider personnel who violate or abuse any right or privilege of an individual under this chapter are liable for damages as determined by law. All persons acting in good faith, reasonably, and without negligence in connection with the preparation or execution of petitions, applications, certificates, or other documents or the apprehension, detention, discharge, examination, transportation, or treatment of a person under the provisions of this chapter shall be free from all liability, civil or criminal, by reason of such acts.

\_\_\_\_\_ **(Initials): I have read and understand my rights as a client.**

#### **Grievance Procedure:**

Drug Abuse Treatment Association, Inc. (DATA) is dedicated to providing the highest quality of services to our clients. We believe that to accomplish this, we must provide forums for our clients, staff, and stakeholders to provide us feedback. The grievance procedure was developed to establish a method of addressing issues and/or concerns that cannot be resolved informally between you and agency staff. You have the right to file a grievance at any time without fear of retaliation, reprisal, retribution, or barriers to

service. This allows you to grieve the actions of program staff and your peers, as well as, decisions, conditions, or circumstances which you feel have violated your rights. The leveled Grievance Procedure and Client/Staff Rights & Responsibilities are as follows:

Phase I: This phase is an informal grievance appeal. In this phase, you will attempt to resolve the complaint or situation with the staff on duty at the time of the grieved situation. Sometimes this process may resolve the situation and prevent a more formal complaint. You do understand that if you are suffering programmatic consequences that this action shall not alter your status just by filing the grievance.

Phase II: If you feel that the complaint/condition has not been resolved to your satisfaction in Phase I, you will submit, in writing, your complaint to the supervisor within 24 hours. You understand that at this point the Program Supervisor has 48 hours to respond to your grievance in writing. During that time, the Program Supervisor will review the complaint to see if, in fact, your rights have been violated, or if you have been treated unfairly. The Program Supervisor will correct any actions that are found to be in violation of your rights or inconsistent with policy and/or procedure. If you are not satisfied with the decision or actions of the Program Supervisor, you have the right to pursue Phase III.

Phase III: If you do not agree with the solution in Phase II, you will complete the written request to have your grievance submitted to the Chief Operating Officer (COO). Your appeal will be reviewed within 24 hours (Monday through Friday). The COO will hold a formal hearing with those parties involved. The COO will respond to all parties in writing of their findings within 24 hours of the hearing.

Phase IV: If you are still not satisfied with the findings and responses in Phase III, all statements, findings, and decisions will be forwarded to the Chief Executive Officer (CEO). The results will be presented in writing to all parties within 24 hours of receipt of this information. This phase will result in the final decision.

Phase V: If you are still not satisfied with the findings in Phase IV, or you feel your rights have been grossly violated, you have the right to contact Florida Abuse Hotline (800.962.2873), Southeast Florida Behavioral Health Network (561.203.2485), Disability Rights Florida (800.342.0823), DCF SA/MH Program Office: Circuits 15 & 19 (561.227.6680), DCF Office of Civil Rights (850.487.1901), Agency for Health Care Administration (888.419.3456), and/or the US Department of Justice (888.736.5551).

By initialing below, you acknowledge that you understand the procedure and attest that you have been advised of this procedure upon admission to the program as part of your orientation. You also understand that if necessary, you may have an advocate available for assistance with this process at any time. If there is any part of this process that you do not understand or you would like more information, you may go to any staff member for assistance. The completed and signed Grievance Form may be turned in to any staff member to whom you feel comfortable. Or, you may mail it to Drug Abuse Treatment Association, ATTN: Chief Compliance Officer, 1016 Clemons Street, Suite 300, Jupiter, FL 33477.

           **(Initials): I have read and understand the Grievance Procedure.**

#### **Client Wellness Education:**

The Drug Abuse Treatment Association Inc. (DATA) supports client and staff initiatives to increase personal and community wellness. In doing so, DATA encourages all clients and staff to be aware of measures that they can implement in their personal lives to increase personal and community wellness. This form contains information on ways staff and clients can reduce physical risk of injury, and prevent, identify and address infections and communicable diseases. In addition to the information contained on this form, a member of our Health Education Team and/or your therapist will discuss these topics with you during the course of your experience with us.

Reducing Physical Risk: There is very little physical risk associated with participating in DATA's non-residential programs. However, below are topics that you should be aware of during your experience with DATA.

- Emergency Evacuation Plans: Each facility owned or leased by DATA has an Emergency Evacuation Map on the wall of the lobby. It is important that you familiarize yourself with that map in case of an emergency. In addition, your therapist will discuss this procedure during your initial orientation setting. You are encouraged to share this information with anyone that may be waiting for you in the lobby during the course of your treatment.
- Speak Up!: If you, during the course of your experience with us, notice anything that may pose a physical risk to you, your friends/family, staff, or visitors, please let a DATA staff member know immediately. Not only does this include risks identified in the DATA office, but outside in the restrooms, hallways, parking lots, etc.

Prevention, Identification, and Care of Infections and Communicable Diseases: Infection prevention and control is required to prevent the transmission of communicable diseases in all health care settings. Please be reminded of the following:

- **Wash/Watch Your Hands:** Our hands are one of the most common communicators of germs. Make sure you wash them frequently and keep them away from your eyes, nose, and mouth.
- **Get Your Rest:** Healthcare professionals generally agree that most of us need 8 – 10 hours of sleep per night. Your body uses this time to build strength to fight off infections.
- **Consider Vaccinations:** Talk to your healthcare provider about what vaccinations may be recommended for you. This includes the flu, pneumococcal, and/or shingles vaccines.
- **Exercise:** Exercise significantly boosts the effectiveness of the immune system. Experts suggest 150 minutes a week of moderate aerobic activity.
- **Stay Away!:** Keep your distance from people displaying symptoms like sneezing and coughing. While that strategy may seem obvious, it applies to more than just strangers and colleagues. Stay away from sick friends and family when possible.
- **See Your Healthcare Provider:** If you are not feeling well it is important that you see your healthcare provider. Many illnesses, if caught early, can be easily treated.

**\_\_\_\_\_ (Initials): I have read and understand the above information regarding safety and wellness.**

### **Communicable Disease Education & Infection Control:**

I have received education on the following topics, as applicable:

1. Counseling and education on preventative measures that can be taken to ensure that HIV transmission does not occur (*SABG §96.121*), with emphasis on appropriate behavior and attitude change (*FAC §381.0035*).
2. Counseling and education on the risks of HIV transmission to sexual partners and infants (*SABG §96.121; FAC §381.0035*).
3. Education on the clinical management and treatment of HIV/AIDS (*FAC §381.0035*).
4. Voluntary confidential HIV testing (*SABG §96.121; FAC §381.0035*), with emphasis on targeting pregnant women, and including partner notification issues (*FAC §381.004; §384.25*).
5. Voluntary screening (i.e., Risk Assessment) for HIV (*SABG §96.121*).
6. Education on current Florida laws regarding HIV/AIDS, including their impact on testing and confidentiality of HIV test results (*FAC §381.0035*).
7. Counseling and education on preventative measures that can be taken to ensure that tuberculosis (TB) transmission does not occur (*SABG §96.121*).
8. Counseling and education on the risks of TB transmission to sexual partners and infants (*SABG §96.121*).
9. Counseling and education on the risks of needle sharing (*SABG §96.121*).
10. Linkages to HIV and TB treatment if necessary (*SABG §96.121*).
11. Counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care, if appropriate (*SABG §96.121*).
12. Education on risk-taking behaviors and drug use (*CARF §11.b.(3)(a)*).
13. Education on prevention and control of infection and communicable diseases (*CARF §11.b.(3)(a); FAC §381.0035*).
14. Education on the use of universal precautions (*CARF §11.b.(3)(a)*).

NOTE: HIV counseling, education, and testing is not required in order to receive services from DATA.

**\_\_\_\_\_ (Initials): I hereby acknowledge that I have received HIV/AIDS, tuberculosis, and communicable diseases education, including information regarding transmission, infection control, prevention, and risk reduction practices. I also acknowledge that I have been trained on handwashing, cold/cough techniques, use and disposal of tissues, personal hygiene, and use of personal products.**

### **Quality Assurance:**

FOLLOW-UP SURVEYS: Drug Abuse Treatment Association, Inc. (DATA) is required to complete follow up surveys to determine the effectiveness of its programs and to identify ways in which programming can be improved. To accomplish this goal, we complete follow up surveys for the period between 0 to 18 months after a client is discharged. We are requesting that you voluntarily participate in this survey. This is not mandatory and in no way will affect the services provided to you. This information is only utilized as feedback for the effectiveness of our programs.

**\_\_\_\_\_ (Initials): I AGREE to participate in the follow-up survey conducted by DATA.**

\_\_\_\_ (Initials): I **DO NOT AGREE** to participate in the follow-up survey conducted by DATA.

AUDIO RECORDING: During the course of your treatment, you may be asked for permission to have your session audio recorded for clinical supervision and quality assurance purposes. YOU WILL BE ASKED BEFORE THE START OF THE SESSION FOR PERMISSION. I understand that these recordings may be listened to by DATA's staff who have agreed to maintain strict confidentiality of this information in accordance with HIPAA and the federal rules regarding confidentiality regarding confidentiality of substance use prevention, intervention, and treatment information located at 42 CFR Part 2. I understand that I may revoke this consent and release, in writing, at any time except that action has been taken in reliance on it. Unless sooner revoked, this consent and release expires one year from the date of signature below. I understand that participation is entirely voluntary. I also understand that the agency may not condition services or eligibility of benefits on whether or not I sign this agreement. It is also been explained that if I refuse to consent, that the consequence of refusal will be that no audio recordings will be made. I will not receive compensation for my agreeing to audio record.

\_\_\_\_ (Initials): I **AGREE** to having my session(s) recorded for the purposes identified above.

\_\_\_\_ (Initials): I **DO NOT AGREE** to having my session(s) recorded for the purposes identified above.

**Agreement Signatories:**

I understand all sections of this document and my questions/concerns have been addressed to my satisfaction. If I have any questions in the future regarding any of the information contained within this Agreement I will speak to my therapist or another agency staff member.

\_\_\_\_\_

Client Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Parent/Guardian Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Staff Signature/Credentials

\_\_\_\_\_

Date