

A Center for Function and Creativity



Rights, Responsibilities and Grievance Procedure for Our Program Participants

2016/2017

Statement of Client Rights and Responsibilities

As a participant receiving services through A Center for Function and Creativity, you have certain rights and responsibilities. The following information has been compiled for your convenience to assist you in exercising your rights and understanding your responsibilities.

YOUR RIGHTS

- 1. You have the right to be fully and timely informed of services available to you.*
- 2. You have the right to choose providers and agencies for other services utilizing the freedom of choice process.*
- 3. You have the right to be free from discrimination on the basis of race, age, religion, color, national origin, ancestry, sex, sexual preference, physical or mental handicap or medical condition.*
- 4. You have the right to be free from emotional or psychological abuse, physical abuse, sexual abuse, neglect or exploitation of your personal property.*
- 5. You have the right to be treated with consideration, respect, and full recognition of your dignity and individuality, including privacy in treatment and care for personal needs.*
- 6. You have the right to confidentiality. There will be no release of medical, psychological, and therapeutic information to persons not involved with your care, except as described in the CFC Notice of Privacy Practices.*
- 7. You have the right to timely access your records, except as expressly limited by law, by contacting the CFC Client Rights Officer in manner described on page 7.*
- 8. You have the right to refuse services at any time; however, failure to utilize services may result in the closure of your case.*
- 9. You have the right to appeal any decision made regarding eligibility, service delivery, and termination of services.*
- 10. You have the right to voice grievances without fear of reprisal. The grievance procedure is outlined below.*

YOUR RIGHTS (continued)

- 11. You have the right to own, use and control your personal possessions and to manage your financial affairs, unless you have a court-appointed guardian or conservator. Unless access to your funds is expressly restricted by the individual service plan, you may access your funds at all times.***
- 12. You have the right to engage in social interaction with members of either sex and to communicate freely with persons of your choice in any reasonable manner and at any reasonable time you choose.***
- 13. You have the right to practice the religion of your choice or to abstain from the practice of religion.***
- 14. You have the right to access available advocacy services, including consultation and assistance on your concerns and training on legal rights.***
- 15. You have the right to refuse to participate in medical or psychological research experimentation.***
- 16. You have the right to be free from the use of physical restraint, or any limitations on freedom of movement, except in an emergency. This includes the right to be free from excessive use of medical restraint and to be free from the use of chemical or mechanical restraint or aversive procedures.***
- 17. You have the right to safe working conditions, hours of labor and wages for labor consistent with the Fair Labor Standards Act and other applicable federal and state laws, including the New Mexico Worker's Compensation Act. If you perform labor involving the essential operation of CFC, you are entitled to be paid a wage commensurate with non-clients performing similar labor for CFC.***
- 18. You have the right to consent to or refuse medical treatment, medical services, and other forms of habilitation services or supports, consistent with the individual service plan regulations and the duties of your parent, guardian or treatment guardian pursuant to the requirements of the Mental Health and Developmental Disabilities Act, Section 43-1-15 NMSA 1978 (1993 Repl.).***
- 19. You have all other legal rights guaranteed to all other individuals under federal and state constitutions and laws unless expressly modified by court order or specifically granted to a legal guardian.***

YOUR RESPONSIBILITIES

- 1. You are responsible to show consideration, courtesy, and respect to all peers and persons involved with your care and to facilitate the same consideration from family/friends.*
- 2. You are responsible to report any suspected abuse, neglect or mistreatment to your providers.*
- 3. You are responsible to not cause intentional damage to CFC property or property in the care of CFC. If you cause substantial damage to CFC property you may be required to replace or repair what you have damaged. This is at the discretion of CFC Management and communication with your IDT.*
- 4. You are responsible for your belongings. If you bring in personal property, regardless of the monetary value, and there is no plan to secure your items, CFC is not responsible should the item get lost, stolen, damaged or misplaced. If there is something that is required or you wish to bring on a regular basis, it is recommended that a sign in/sign out process be put in place prior to the arrival of the item at CFC.*
- 5. You are responsible to respect other participants, staff, and stakeholder belongings.*
- 6. You are responsible to cooperate with members of your Interdisciplinary Team and ISP.*
- 7. You are responsible to ensure completion of necessary information for continuation of services.*
- 8. You are responsible to refrain from engaging in illegal activity which may jeopardize you or those providing your care.*
- 9. You are responsible for maintaining your personal hygiene and dress appropriate for positive interactions in the community. Not maintaining your physical appearance, sexually explicit attire, dirty clothing, or clothes that are inappropriate for job search activities are not permitted.*
- 10. You must not use or possess drugs, alcohol, or weapons while at CFC.*

YOUR RESPONSIBILITIES (continued)

11. You will alert staff when you are not feeling well and need to go home:

- a. In addition, should you have a fever, vomit, have diarrhea, rash, or show in some other way you may be contagious, CFC must follow the advice of our nurse which may result in us calling for an early pick up. The instructions may also include a request for a doctor's note or a time frame to ensure you are able to stay home, rest and not infect others.*
- b. If you have a condition that is not contagious which may contribute to the above mentioned symptoms in which you feel it is not necessary to go home during these times, this information needs to be clearly communicated with your service coordinator so that the issue may be appropriately documented in the form of a health care plan.*

12. You are responsible to notify your CFC service coordinator or other designated staff regarding any of the following:

- a. Periods of time away from the program including but not limited to medical issues, vacations, etc.*
- b. Changes in scheduled hours of services*
- c. Change in address, phone number, or living arrangements*
- d. Changes in services needed*
- e. Changes in physicians, therapists, or any entity which may affect the way CFC cares for you.*

Failure to comply with these responsibilities may result in a loss of service. If it is deemed by CFC management that your failure to comply puts CFC or its other participants at risk, CFC may refer you to other services through the freedom of choice and exercise discharging your case utilizing developmental Disabilities (DD) Waiver guidelines.

This is a statement of client rights and responsibilities. This is part of the CFC intake packet and should be gone over verbally or using the individual's primary mode of communication. If pictures, sign language, or other aids (such as someone who knows the person best) can help communicate, the service coordinator or intake coordinator will work together with the team member to ensure this need is met.

CLIENT GRIEVANCE CONTACTS

THE DESIGNATED CFC CLIENT RIGHTS OFFICER IS KAREN EDELEN. THE CFC CLIENT RIGHTS OFFICER CAN BE REACHED FROM 9 AM-5 PM, MONDAY THROUGH FRIDAY AT CFC ADMINISTRATIVE OFFICES AT 5200 EUBANK BLVD. NE, SUITE B-4, ALBUQUERQUE, NM 87111 AND/OR AT:

TELEPHONE: (505) 200-2074

FAX: (505) 200-2484

EMAIL: KAREN.E@MYCFCNM.COM

CLIENTS, FAMILIES AND LEGAL GUARDIANS MAY ALSO BRING CONCERNS OR COMPLAINTS DIRECTLY TO THE ATTENTION OF CFC CHIEF EXECUTIVE OFFICER ANITA POHL-SCHISSEL. THE CFC CHIEF EXECUTIVE OFFICER CAN BE REACHED AT ANY TIME BY EMAIL AT ANITA.POHL@MYCFCNM.COM

ANY COMPLAINT INVOLVING ABUSE, NEGLECT, A DANGEROUS CONDITION, OR A RISK TO THE CLIENT'S HEALTH OR SAFETY, MAY BE MADE TO THE NEW MEXICO DEPARTMENT OF HEALTH, DEVELOPMENTAL DISABILITIES DIVISION WITHOUT INITIATING A COMPLAINT WITH THE SERVICE PROVIDER. ALL OTHER COMPLAINTS BROUGHT BY A CLIENT OR A LEGAL GUARDIAN MUST BE INITIATED IN ACCORDANCE WITH THE FOLLOWING CFC CLIENT GRIEVANCE PROCEDURE.

CFC CLIENT GRIEVANCE PROCEDURE

1. A client or legal guardian must initiate a complaint with the CFC Client Rights Officer within 180 days of the event or occurrence that is the subject of the complaint. If the complaint concerns the CFC Client Rights Officer, it should be submitted directly to the CFC Chief Executive Officer.
2. A complaint may be made to CFC orally or in writing.
3. The CFC Client Rights Officer (or designee of the Chief Executive Officer) shall meet with the complainant within 5 business days of the complaint being made to discuss the complaint.
 - a. If the complainant is not the client, the client shall be notified of the meeting and allowed to attend.
 - b. The complainant and the client may have representative(s) of his or her choice present at the meeting.
4. The CFC Client Rights Officer (or designee of the CFC Chief Executive Officer) shall gather facts; speak with all relevant parties involved; and maintain a written log of all contacts made concerning the complaint.
5. If the complaint is not satisfactorily resolved by the CFC Client Rights Officer (or designee of the CFC Chief Executive Officer), the complainant and his/her representative, if any, shall meet with the CFC Executive Management Team within 5 business days after the initial meeting with the CFC Client Rights Officer (or designee of the CFC Chief Executive Officer).
6. In all cases, the complainant and his or representative, if any, will receive a written response from CFC within 15 days of the complaint.
7. If the complainant is not satisfied with the written response received from CFC, the complainant has a right to file his or her complaint with the New Mexico Department of Health, Developmental Disabilities Division (“the Division”).

CFC CLIENT GRIEVANCE PROCEDURE (Continued)

8. The CFC Client Rights Officer (or designee of the CFC Chief Executive Officer) will assist the client or representative in filing a complaint with the Division when needed or requested at any point in the grievance process.
9. CFC employees are legally obliged to initiate a complaint on behalf of the client whenever they have reason to believe that a violation of the client's rights may have occurred. In such cases:
 - a. CFC shall issue a brief written response to the client and the guardian stating the nature of the complaint and the result(s) requested by the complainant, the disputed facts, if any, the undisputed facts, if any, the resolution of the complaint or the attempts made by CFC to resolve the complaint.
 - b. CFC shall respond to the complaint in writing within 15 days of the initial complaint. The time line may be extended by mutual agreement of the complainant and CFC.
10. CFC shall maintain a copy of each written response in the client's record and in a central file that is available to the New Mexico Department of Health.
 - a. If the complaint alleges abuse or neglect, CFC shall, in addition to any other requirements, provide a copy of the response to Adult Protective Services.
 - b. If the complainant alleges abuse or neglect or if the complaint involves a dangerous condition or a risk to the client's health or safety, the service provider shall provide a copy of the written response to the Division of Health Improvement/Incident Management Bureau (DHI/IMB) of the New Mexico Department of Health within the required time frames in an appropriate and thorough manner.

NO RETALIATION POLICY: Retaliation for initiation of a complaint or grievance by a client or on behalf of a client is strictly prohibited. A client has the right to present or to make known a complaint (or grievance) without restraint, interference or coercion. A service provider shall not retaliate or discriminate against a client, staff person or other person who complains to the service provider or initiates a complaint procedure.

I HAVE READ (OR HAVE HAD READ TO ME) MY RIGHTS, MY RESPONSIBILITIES AND THE GRIEVANCE PROCEDURE AND UNDERSTAND THEM AS READ TO ME BY MY SERVICE COORDINATOR. I HAVE RECEIVED OR ALREADY HAVE A COPY OF THESE RIGHTS, RESPONSIBILITIES AND GRIEVANCE PROCEDURE AND UNDERSTAND HOW TO CONTACT CFC CLIENT RIGHTS OFFICER KAREN EDELEN AND CFC CHIEF EXECUTIVE OFFICER ANITA POHL-SCHISSEL IF I HAVE ANY CONCERN OR COMPLAINT.

SIGNED: (Individual or Guardian) _____ **Date** _____