



Client Responsibilities

Southwest Center

I. Client Responsibilities

The client has the responsibility to treat all service providers with respect and courtesy.

The client has the responsibility to provide truthful and complete information to the service provider about their health, financial, residency, employment and/or insurance status.

The client has the responsibility to provide immediate notification of any and all changes in health, financial, residency, employment and/or insurance status.

The client has the responsibility to disclose the availability or use of other payment sources, treatment medications, and health or social service providers.

The client has the responsibility to collect and furnish to the service provider any and all documentation necessary for the purposes of determining eligibility for services.

The client has the responsibility to seek facts and ask questions about the risks, benefits, and financial aspects of a service or treatment.

The client has the responsibility of following the agreed upon care plan. The client is responsible for the results if they decide to act against professional advice or do not follow the instructions of an agreed treatment plan.

The client has the responsibility to keep scheduled appointments. The client has the responsibility to cancel and/or reschedule with the service provider when an appointment cannot be kept.

The client has the responsibility to disclose financial burdens related to their care plan prior to receiving health and/or social services. The client is responsible for submitting requests for reimbursement to ensure financial burdens may be adequately addressed by the service provider.

The client has the responsibility to follow the rules and regulations of the service provider.

The client has the responsibility to be respectful of the rights, property, and privacy of others while at the agency.

The client has the responsibility to voice individual complaints and request change in an appropriate and timely manner via the service provider's grievance procedures.



II. Client Conduct Policy

In order to maintain a professional environment which is comfortable, safe, and free from undue harassment for everyone, Southwest Center reserves the right to provide services contingent upon a client's behavior toward other clients, staff, volunteers, and guests. Each new and existing client will be made aware of these policies and procedures through this document. Every client must sign this document to begin or continue to access services.

By signing this document below, the client agrees that they will not engage in any behaviors deemed abusive, threatening, harassing, dangerous, inappropriate, or unacceptable while accessing services at the Southwest Center, Southwest Center outreach activities, special fundraising and promotional events, or at any other activity where Southwest Center has a presenting or sponsoring presence.

The following situations are strictly prohibited:

Abuse (Verbal or Physical): Under no circumstances are clients, staff, volunteers, or guests of Southwest Center to be verbally and/or physically abusive to anyone present at the agency.

Verbal abuse is defined as, but not limited to, the use of profanity, use of racial or religious epithets, derogatory statements, or inappropriate gestures. Abuse includes the use of statements attacking any group of people included in Southwest Center's nondiscrimination policy included in the Statement of Clients Rights section above.

Physical abuse is defined as, but not limited to, threatening remarks and/ or gestures, physical contact of another individual without that person's consent, inciting others or participating in such behaviors, and physical damage to an individual's property or personal affects.

Sexual Harassment: Southwest Center is dedicated to providing an environment free of any type of harassment. Specifically, the agency strictly prohibits individuals from harassing clients, staff, volunteers and guests in a sexually inappropriate manner. Two types of sexual harassment categories exist. One is *Quid pro quo*. Quid pro quo sexual harassment includes unwelcome sexual advances, request for sexual favors, and other verbal, physical, or visual conduct of a sexual nature. The second is called *Hostile environment*. Hostile environment sexual harassment states that if any one of the following activities or events occurs, Southwest Center considers the activity to be sexual harassment without further investigation. Hostile environment sexual harassment is identified as:

Verbal Conduct: Includes but is not limited to; inappropriate and sexually explicit jokes, slurs about an individual's body or dress, discussions not of a medical nature or a part of prevention education and demeaning questions about one's sexual activity. Included in this category are songs, comments, or innuendoes.



Visual Conduct: Includes, but is not limited to, magazines, books, posters, and other printed materials containing sexually explicit photos, illustrations, materials, calendars, screen savers and emails and conducting parties and activities involving nudity. Any display of such materials anywhere on the premises of Southwest Center is strictly prohibited. Staff that use visual images, objects, or materials for the purpose of client services related to prevention education will be mindful, culturally sensitive, and intentional about their use of such items.

Physical Conduct: Includes, but is not limited to, assaults, impeding or blocking movement or any physical interference with normal work or movement, unwanted hugging or rubbing against another's body, touching, grabbing, fondling or any nonconsensual contact with another individual. Included in this category is following an individual home or otherwise indicating an interest in another when that individual has stated clearly that they are not interested.

Other Conduct: Includes, but is not limited to, asking for dates, engagement in sexual activities, sending or purchasing gifts, flowers, phone calls or other similar activities when the individual being asked has indicated that they are not interested in the other's advances and have clearly stated that by asking the individual to cease the behavior.

Clients / Guests that Appear to be Under the Influence of Alcohol or illicit drugs: While on the premises, if another client, staff member, volunteer, or guest believes that you are under the influence of alcohol or illegal drugs, you may be asked to leave the facility. Incidents of that nature may lead to the suspension or termination of services at Southwest Center. If you are determined to be a danger to yourself or others, the appropriate authorities will be called.

Other Forms of Harassment: This document is also applicable to other forms of harassment of any other type or form deemed inappropriate by Southwest Center.

III. Limitation or Denial of Services

To ensure that the highest quality of care is provided, Southwest Center fosters an environment that includes the active involvement of clients in service delivery, dedicated staff advocating on behalf of clients, and a client-centered approach to services. To succeed in maintaining this environment, Southwest Center may need to limit or deny services to an individual who is disruptive to the provision of services.

For clients who meet eligibility requirements of individual programs, Southwest Center will not limit or deny them access to that program or other programs except under its *Limitation or Denial of Services* policy. Southwest Center may limit services through the development of an alternative method of service delivery or, due to egregious conduct, may deny a client access to services for a defined period of time.



Program Eligibility means that each individual program area has criteria for accessing the program, such as income, health status, commitment to participation, legal merit, or other items. Clients have a right to receive information on program eligibility for all Southwest Center programs and services.

Limitation of Services means that clients will not be able to access services in the traditional manner. Southwest Center staff may develop an alternative method of service delivery for clients who have an active TB infection or other serious, easily transmittable disease. The alternative method of service delivery may be related to the location, staff involved, or other items. Southwest Center encourages its management staff to develop alternative methods of service delivery that ensure the least amount of disruption to services.

Denial of Services means that a client is denied access to all Southwest Center client services. Only the most egregious conduct will result in the denial of services. Except for cases of program eligibility, a client cannot be denied access to services on a case-by-case basis.

IV. Process for Limiting or Denying Services Due to Conduct

The first such violation of these procedures will result in a verbal warning. A verbal warning will include a reminder that you have signed this document, and that the particular behavior is in violation of the policies set forth herein. A verbal warning may come from any staff member and will be noted in your file.

The second violation of these procedures will result in a written warning. A written warning will include a reminder that you have signed this document, and that the particular behavior is in violation of the policies set forth herein. A written warning may come from any staff member and will be included in your file. The client will be asked to sign the document indicating receipt (not agreement) of the written warning. However, a client's refusal to sign acknowledgment of receipt will not preclude them from being subject to any further actions herein.

The third violation of the policies set forth herein will result in suspension of service for a period NOT to exceed thirty (30) days from the date of the third incident. A letter regarding such suspension will be given to the client and a copy will be kept in the client's file. The client will be asked to sign and acknowledge that they have received the suspension of services letter (it does not necessarily mean that they agree with its contents. A client's refusal to do so will not preclude them from being subject to any further action stated herein. A notice about the individual's suspension will be circulated throughout the agency stating that the client's ability to access Southwest Center services has been suspended until the date specified within the suspension letter.

The fourth violation may result in permanent termination of all services from Southwest Center. A letter regarding termination will be mailed to the client at their current address of



record. A notice of the individual's termination will be circulated throughout the agency stating that the client will no longer access services from Southwest Center.

Southwest Center reserves the right to include appropriate authorities, including but not limited to, local police, drug enforcement agencies and state or county officials in handling all such matters. Southwest Center also reserves the right to pursue all such matters fully permitted by applicable city, state and federal laws including prosecution if necessary.

Patient/Guardian Name _____

Signature _____ Date _____