

AWS Behavioral Health, LLC
"Achieve with Us"



*AWS Behavioral Health, LLC
616 S Boston, Suite 302
Tulsa OK 74119
918-376-5866*

Consumer Handbook

Welcome and thank you for letting us to achieve with you in your treatment!!!

AWS counseling services for mental health and co-occurring treatment are provided to individuals of all ages, races, ethnicities, cultures, genders, sexual preferences, disabilities, etc. Services are intended to be a resource for anyone seeking help for recovery.

We believe that a key factor for the experiencing of human value and for the expression of our potential for growth is the presence of mental health and co-occurring services that demonstrate, permit, and encourage the development of physical, intellectual, emotional, spiritual, and self-determining potentials.

It is the mission of AWS to promote recovery in every person seeking help from mental health disorders by providing trauma informed and integrated services and supports in a manner that demonstrates hospitality, cultural competency, respect, and offers choices.

We embrace the following Core Values which are embodied throughout the services we provide:

1. Empowerment ~ Individuals and families can experience and maintain recovery from mental health and co-occurring illnesses.
2. Compassion ~ To be compassionate in the delivery of treatment services.
3. Excellence ~ To be the best.

We welcome all consumers and convey a “No Wrong Door” (i.e., every door is a "Right Door") philosophy to consumers through the provision of integrated, trauma informed, culturally competent and linguistically appropriate, person centered, and family focused, and gender responsive mental health and co-occurring treatment services. Our commitment to a “No Wrong Door” philosophy is reflected in our interactions with consumers, our office culture and environment, policy, documentation, and literature.

Our annual goals and objectives include the overall goal of continued yearly progress in providing recovery oriented, culturally competent, trauma informed, person centered, and family focused, gender responsive, co-occurring services. We strive to assist consumers in improving social and family relationships; becoming gainfully employed, obtaining a legitimate source of income or returning to school; achieving freedom from felony arrests and other misdemeanors; obtaining healthy living arrangements; achieving health and wellness; and having regular attendance at counseling sessions.

What treatment services do you offer?

Our treatment services have been designed to address multiple issues including anger management, depression, life skills, trauma, anxiety, relationship skills building, communication, negative behaviors and choices, substance use disorders, and parenting. Addressing treatment issues occurs through a wide range of services which are described in more detail below.

All services are provided at our office, within your home and/or within community settings that allow for your confidentiality to remain intact.

At the time of admission, the following is explained in more detail:

1. Various services provided;
2. How you are determined eligible for treatment services provided;
3. The possibility of denial of third-party payment (e.g., Medicaid or insurance) based on the third-party payer's policies or rules;
4. Charges for additional services, if applicable, and how to make payment arrangements if additional services are recommended that you agree to;
5. Your right to discontinue services at any time, for any reason;
6. Your right to name a Treatment Advocate;
7. The goals and benefits of treatment;
8. The requirement for us to report suspected or alleged abuse, neglect and/or exploitation of a child or an incapacitated or vulnerable adult;
9. Consumer Rights and if you choose, a full copy of the rules regarding Consumer Rights, will be provided to you;
10. The requirement for us to comply with confidentiality laws and regulations;
11. The process for you to file a complaint/grievance/appeal for any reason, including involuntary discharge, and how complaints/grievances/appeals are handled in a fair and timely manner.

Our hours of operation for all services provided are Monday through Friday, 8 am – 5 pm; services are provided outside of these hours based on your and/or your family's status, needs, and preferences and counselor availability.

Assessment

In person interviews conducted to gather historical and current information regarding your behavior and experiences designed to provide sufficient information for problem formulation and intervention.

Crisis Diversion

Services provided when unanticipated, unscheduled situations requiring supportive assistance arise. Assistance is provided to resolve immediate problems before they become overwhelming and severely impair your ability to be safe.

Crisis Intervention

We provide co-occurring disorder screening and assessment to those in need of emergency services. We are available to address emergency and crisis situations that may arise with existing consumers and/or consumers seeking services and/or referrals.

Discharge Planning & Continuing Care

Discharge planning begins at admission and is the process of determining your continued need for treatment services and developing a plan to address your ongoing recovery needs. You will be assessed for appropriateness for discharge from care considering your needs and a final evaluation of the progress you have made toward the goals and objectives set forth in your treatment plan. Your need for support systems or other types of services that will assist in continuing your recovery or well-being are identified. Included is referral source information and communication of information on options available if symptoms recur or additional services are needed.

Intake Services

The intake serves as an introduction to the services we provide along with completion of initial forms that are required for participation in treatment. You are not charged for this service.

Medication

Medication services are not provided. If you feel you need medication services to support your recovery and/or desired treatment outcomes, a referral will be provided. This service is not typically covered through private insurance, or Medicare.

Outpatient Services

Treatment services are provided through regularly scheduled individual and/or group and/or family sessions intended for consumers not requiring more intensive treatment services or for consumers requiring continuing services following more intensive treatment regimens.

Psychotherapy or Therapy

A goal directed process using generally accepted clinical approaches provided face-to-face in individual, group, or family settings to promote positive emotional or behavioral changes.

Referral Services

Referrals are made to appropriate agents and/or agencies. Examples include: Examinations, assessments, and consultations that are not within our professional domain or expertise; Special treatment services, which would meet your medical and/or mental health needs; and, Assistance from other resources as available in the community, which contribute to your wellbeing. This service is not typically covered through private insurance or Medicare.

Screening services

Screening is provided to determine whether you need further comprehensive assessment.

Treatment Planning

We work together with you to create this document which reflects identified problems, agreed upon immediate short-term and long-term goals, and the treatment services and resources that will be provided to you to help you to successfully attain these goals.

What do I do in an emergency?

Call 911 or go to your local emergency room. If you are experiencing suicidal thoughts, you may additionally call the National Suicide Prevention Lifeline at 800/273~8255. If you are experiencing a psychiatric or substance abuse emergency call Parkside Psychiatric Hospital & Clinic at 918/588-8888. You also need to notify your therapist if at all possible. If you are having issues reaching your therapist, please call 918-376-5866 ext. 3 for the Clinical Director.

What happens if there's an emergency at your office?

Medical Emergencies: We will call 911 immediately. We will do our best to make you as comfortable as possible until 911 emergency personnel arrive. If necessary, we will accompany you to the emergency facility. Also, we will contact your family, if appropriate.

Fire Evacuation: An alert is sounded, and We will ask you to immediately abandon the structure in a safe manner; 911 is called. An emergency plan and evacuation route are posted in public areas of the office as well. Your services will begin and/or resume as scheduled, if possible, or will be rescheduled accordingly.

Threat of Violence/Bomb Threats: We will immediately call 911 and follow 911's directives. Once the threat is removed and/or cleared by law enforcement your services begin and/or resume as scheduled, if possible, or are rescheduled accordingly.

Tornado Watch: We will temporarily close the facility based on weather reports regarding a Tornado Watch. You will be notified of the temporary closure and your appointment will be rescheduled.

Tornado WARNING: We will direct you to the shelter in the building; an evacuation map is also posted in public areas of the office. Once the weather clears your appointment will begin and/or resume as scheduled, if possible, or it will be rescheduled accordingly.

Prolonged Loss of Power/Utilities: If We must temporarily close, you will be notified about the closure and your appointment will be rescheduled.

Flood: If We must temporarily close, you will be notified about the closure and your appointment will be rescheduled.

How do I pay for services?

Currently, we offer a sliding fee scale based on income and various payment plan options.

We also accept SoonerCare (Oklahoma Medicaid) at no cost to you if you have it.

*Additional funding sources are currently being sought.

**All consumers are charged a \$25 late cancellation or no-show fee for cancellations made less than 24-hours in advance.

Are our treatment services confidential?

The confidentiality of your medical records and treatment is your privilege exclusively (unless you are under a court order). Since this is your privilege, we will ask you to sign a "Release of Confidentiality" form prior to releasing any information that is requested. Your confidentiality is so important to us that whether another treatment agency is inquiring about you or an individual who is planning to pick you up is inquiring about you, we will not release information unless We have a signed, current release on file.

Your records and information about your treatment services belong to you. Only you or your legally authorized representative has the right to request access to your treatment information. If at any time you or your legally authorized representative would like a copy of your records you simply need to let us know. We will ask you to sign a "Release of Confidentiality" indicating the release of copies of your records to you as this is required by law. (A small fee is charged of \$0.25 per page.)

The information available to persons or agencies actively engaged in your treatment is limited to the minimum amount of information necessary for that person or agency to carry out what is needed for you or to complete what is needed based upon a release that you have authorized.

Services are not contingent upon your decision concerning authorization for the release of information and you will never be threatened or coerced to provide consent; your authorization is a voluntary decision unless required by an order of the court.

After receiving a request for confidential information, we will respond within fifteen (15) days from date of receipt of the request to furnish all documents requested. We will make every attempt to explain the benefits and disadvantages of releasing information (if known) prior to the information being released.

You may revoke your consent by signing the area indicated on the consent form identifying your desire to revoke the consent. If you are unable to come to the office, you may do this verbally by phone; you will be asked at that time to come to the office at the earliest possible time to sign the revocation.

Conditions do exist in which We will, however, release your information without your permission; if you are having a medical or psychiatric emergency, if child abuse, neglect or exploitation is suspected, if elderly abuse, neglect or exploitation is suspected, if you have committed a crime against us, or pursuant to a properly secured subpoena or court order.

What are our rights to confidentiality if I am, or my/our child is, an adolescent?

Parents or guardians are considered personal representatives of an adolescent and can access the clinical record on the adolescent consumer's behalf.

Adolescents under the age of eighteen (18) are required to have parental consent to receive treatment services.

If We have a reasonable belief that the parent or guardian may be abusing, neglecting or exploiting the adolescent, or subjecting him or her to domestic violence, or We feel that treating the parent or guardian as the personal representative could endanger the adolescent, or, in the exercise of professional judgment decide that it is not in the best interest of the adolescent to treat the parent or guardian as the adolescent's personal representative, We may refuse to provide the adolescent's treatment information and records.

What are my rights?

When you receive services through AWS, whether onsite, in your home, or in the community, your rights are protected by Federal and State laws. Below is a simplified outline of those rights. The rules and regulations below describe any limitations to your rights which may apply; you, or your parent/guardian, have the right to:

1. Retains all rights, benefits, and privileges guaranteed by law except those lost through due process of law.
2. Receive services suited to your condition in a safe, sanitary, and humane treatment environment regardless of race, religion, gender, ethnicity, age, degree of disability, handicapping condition or sexual orientation.
3. Never be neglected or sexually, physically, verbally, or otherwise abused.
4. Be provided with prompt, competent, and appropriate treatment; and an individualized treatment plan. Consumers participate in their treatment programs and may consent or refuse to consent to the proposed treatment. The right to consent or refuse to consent may be abridged for those consumers adjudged incompetent by a court of competent jurisdiction and in emergency situations as defined by law. Additionally, each consumer has the right to the following:
 - a. Allow other individuals of the consumer's choice to participate in the consumer's treatment and with the consumer's consent;
 - b. To be free from unnecessary, inappropriate, or excessive treatment;
 - c. To participate in the consumer's own treatment planning;
 - d. To receive treatment for co-occurring disorders if present;

- e. To not be subject to unnecessary, inappropriate, or unsafe termination from treatment; and
 - f. To not be discharged for displaying symptoms of the consumer's disorder.
5. Have your record treated in a confidential manner.
 6. Never be required to participate in any research project or medical experiment without his or her informed consent as defined by law. Refusal to participate does not affect the services available to the consumer.
 7. Assert grievances with respect to an alleged infringement on their rights.
 8. Request the opinion of an outside medical or psychiatric consultant at his or her own expense or a right to an internal consultation upon request at no expense.
 9. Never be retaliated against or subjected to any adverse change of conditions or treatment because the consumer asserted his or her rights.

You can designate a Treatment Advocate

As a consumer, you have the right to designate an individual of your choice, to include a family member, to be your Treatment Advocate. A Treatment Advocate is someone you choose to participate in treatment and discharge planning with you; this person should be someone who you feel will act in your best interest and who will be supportive of your treatment preferences, goals, and objectives.

If you choose to identify a Treatment Advocate, we will honor your wishes regarding who you choose and regarding how involved you would like your Advocate to be in the treatment services you receive. For example, you may want your Treatment Advocate to only participate in the development of your treatment and discharge plans, or you may want him/her present at every individual session; the choice is yours. Furthermore, when your Treatment Advocate is present, how involved he/she is in that treatment session is your choice as well.

At any time during treatment, if your Advocate is not present, we will provide you with the ability to contact your Advocate by phone.

We will explain the importance of respecting your confidentiality to your Treatment Advocate; no one should know about what you discuss with us unless you choose to tell them yourself.

You and your Treatment Advocate, if you choose, will be notified no later than 24 hours in advance of any scheduled treatment planning and/or discharge planning sessions.

During any treatment planning or treatment plan review sessions, we will review this form with you to allow you the opportunity to make any changes that you would like. However, if you would like to review this form or make any changes to it, you are free to do so at any time; We will be happy to assist you.

Identifying a Treatment Advocate is your choice; treatment services will not be withheld from you if you choose not to identify an Advocate.

What if I lose my treatment privileges?

Any privileges lost through breaking rules while in treatment because of inappropriate behavior can be regained through a discussion with us and working out a mutually agreed upon plan to restore those lost privileges in a timely manner.

Reasons for automatic discharge from the program include:

1. Threats of or actual aggressive/assaultive behavior;
2. Disruptive behavior;
3. Sexual misconduct;
4. Loitering;
5. Sale, use or purchase of alcohol or drugs on the premises; and
6. Missing five (5) scheduled treatment sessions in a row.

If you are discharged for any reason, you have the right to request that We reconsider this decision. However, upon reconsideration the decision to discharge you may remain intact.

What do you expect of me?

We hope your association with us will be beneficial and enjoyable to you. To make that association more pleasurable for you and other consumers We will expect you to abide by the following rules and recommendations.

PARTICIPATION IN TREATMENT: You will be expected to make a positive effort to participate in the treatment process.

PERSONAL HYGIENE: You will be expected to keep yourself nicely groomed and presentably dressed.

MEDICATION: Your medication is important, and you will be expected to comply with your doctor's orders.

SMOKING: No tobacco products are permitted within or on the grounds of our office location at any time by any consumers or visitors of any age, including minors.

FIGHTING: Physical fighting is *STRICTLY* prohibited. Disagreements should be kept verbal, civil, and respectful without raised voices, so that the disagreements may be solved rather than worsened by anger.

ALCOHOL/DRUGS: *NO* alcohol or drugs will be permitted on the premises. No consumer will be permitted to participate in any treatment program while under the influence of intoxicants. We will never turn you away from receiving treatment services simply because you are exhibiting symptoms of your illness, however, participation in certain scheduled services, like group

counseling, for instance, would not be appropriate. We will attempt to provide you with or refer you to an appropriate service, however.

WEAPONS: Weapons of any kind are not permitted on the premises.

HORSEPLAY: No running or horseplay is allowed on the premises.

LANGAUGE: No profanity is allowed on the premises.

RELATING TO OTHERS: You will be expected to treat other consumers and us with courtesy and respect with no personal touching.

Our goal is to treat our consumers with dignity and respect and help them feel at home. In return, we expect our consumers to treat each other, and us, with respect. Loitering, abusive language, threatening language, arguing with us or with any consumer will not be tolerated. You are expected to act and to be treated respectfully always.

Physical threats, assault, carrying or concealing any weapons, sexual comments and/or gestures, or selling or providing alcohol/drugs to any consumer at our office could result in immediate dismissal from services. All illegal actions will be reported to the local authorities.

What if I have a complaint or grievance?

You have the right to make a formal complaint or file a grievance regarding a decision made by us with respect to an alleged infringement of your rights. You may make a formal complaint or file a grievance against a treatment program, process, or staff member/contractor. You will not be retaliated against, coerced, or treatment altered either solely or partially because of making a formal complaint, filing a grievance, or appealing a decision made regarding your rights

Upon asserting a complaint/grievance/appeal to AWS you can expect to be taken seriously; a thorough investigation is initiated within twenty-four (24) hours, you will be contacted regarding the investigation process, and you will receive a written response within fourteen (14) days as to the final decision and recommended changes based on the results of the investigation; the final decision maker in the complaint/grievance process is the Executive Director/Owner of AWS. We will use these results to improve our processes and train our staff.

If you have a complaint/grievance, please do the following:

1. Speak with your Primary Counselor regarding your complaint/grievance. If your Primary Counselor cannot resolve the complaint/grievance to your satisfaction, your Primary Counselor will provide you with AWS' Complaint Form to complete at your discretion and mail directly to the Billy Kilpatrick (Clinical Director 918-376-5866); your Primary Counselor will provide you with the appropriate mailing address. If you prefer, your Primary Counselor will assist you in completing the complaint form and will assist you in hand delivering the form to the Clinical Director in person, if available, or placing the completed form in the Clinical Director's mail box onsite. Within twenty-four (24) hours of receipt of the complaint form, the Clinical Director will initiate an investigation and will contact you immediately.
2. If you have not been assigned a Primary Counselor at the time that you desire to make a complaint/grievance or your Primary Counselor is the subject of the complaint, you may contact the Clinical Director via phone or in writing. The Clinical Director will assist you in putting your complaint in writing and initiate an investigation within twenty-four (24) hours.
3. If the Clinical Director is the subject of your complaint, your Primary Counselor will assist you in filing your complaint/grievance with the Joe Jones III (Executive Director 918 829-3581) as described above or you may contact the Executive Director via phone or in writing directly.
4. You may bypass this entire process and contact your insurance company and/or any of the agencies listed below; you do not have to contact us prior to contacting your insurance provider or any of the agencies listed below.

?Concerns?

Please provide us with the opportunity to better serve you and others. If you have a concern about anything, please speak with your Primary Counselor. If your concern is not resolved, please contact our Executive Director verbally or in writing at the address below; you will receive an immediate response. You can also contact the government offices listed below. You do not have to provide us the opportunity to resolve your concern prior to contacting any of these governmental offices but we hope you will.

AWS

Billy Kilpatrick, MEd, MS, LADC-S, LPC-S, BHWC- Clinical Director

616 South Boston Ave, Ste 302

Tulsa OK 74119

918-376-5866 ext. 3

We will do everything possible to resolve your concern, but if you remain concerned despite our efforts please contact any of the agencies listed below. Again, our goal is to provide you and others with the best services possible. Knowing where your concerns lie can only help us to improve.

Oklahoma State Board of Behavioral Health Licensure

3815 N. Santa Fe, Suite 110

Oklahoma City, OK 73118

(405) 522-3696

<https://www.ok.gov/behavioralhealth/>

Oklahoma Department of Mental Health and Substance Abuse Services

2000 North Classen Boulevard

Suite E600

Oklahoma City, OK 73106

(405) 522-3908 Main Number

(405) 248-9321 Fax

<https://ok.gov/odmhsas/>

Office of Consumer Advocacy

Advocacy Division

2000 North Classen Boulevard

Suite E600

Oklahoma City, OK 73106

advocacydivision@odmhsas.org

405-573-6605

Oklahoma City Metropolitan Area

1-866-699-6605

Statewide

Office of the Inspector General
Po Box 25352
Oklahoma City, OK 73125
405/248-9327

The Oklahoma State Board of Behavioral Health Licensure protects the public by promoting and enforcing laws and regulations which govern the practice of Licensed Professional Counselors, Licensed Marital and Family Therapists, and Licensed Behavioral Practitioners.

The Oklahoma Department of Mental Health and Substance Abuse Services protects the public by promoting and enforcing laws and regulations which govern the practice of outpatient mental health treatment agencies.

The Consumer Advocacy Division seeks to ensure the uniform application of rights for those individuals who receive services through the Oklahoma Department of Mental Health and Substance Abuse Services. Staff members (advocates) respond to clients and families who may have concerns about some aspect of the services a consumer is receiving. Advocates also monitor service providers to ensure they conform to program guidelines, provide information about consumer rights and their relationship to the treatment process; educate employees and others on advocacy issues; and collaborate in problem solving.

The Consumer Advocacy Division can provide information and, if necessary, make inquiries and resolve disputes. They focus on issues such as quality of life; access to services; allegations of abuse or neglect; and allegations of misconduct by caregivers. The division provides information and assistance to service recipients and their families, educates employees and others on advocacy issues, monitors service providers to ensure they conform to advocacy program guidelines, and collaborates with other agencies concerned with clients' rights.

The Office of the Inspector General (OIG) investigates instances of fraud, waste, and mismanagement that may constitute either criminal wrongdoing or violation of Department and BBG regulations.

AWS' FULL Complaint/Grievance/Appeal Procedure

Right to Assert Complaints/Grievances/Appeals

Written notice of the complaints/grievances procedure is provided to each consumer or guardian and, to an individual of the consumer's choice during the admission process through the Consumer Handbook. Said procedure is the same whether the complaints/grievances are against a treatment program, process, or staff member/contractor. Consumers, their family members and/or guardians may initiate a complaint/grievance as follows:

1. Speak with their Primary Counselor regarding their complaint/grievance. If the Primary Counselor cannot resolve the complaint/grievance satisfactorily, the Primary Counselor will provide the consumer with AWS' Complaint Form to complete at their discretion and mail directly to the Clinical Director; the Primary Counselor will provide the consumer with the appropriate mailing address verbally and in writing at that time. If the consumer prefers, the Primary Counselor will assist the consumer in completing the complaint form and will assist the consumer in hand delivering the form to the Clinical Director in person, if available, or placing the completed form in the Clinical Director's mailbox onsite. Within twenty-four (24) hours of receipt of the complaint form the Clinical Director will initiate the steps outlined herein.
2. For instances in which a consumer has not been assigned a Primary Counselor at the time that he/she desires to make a complaint/grievance or the Primary Counselor is the subject of the complaint, the consumer may contact the Clinical Director via phone or in writing. The Clinical Director will assist the consumer to put the verbal complaint in writing and initiate the steps outlined herein within twenty-four (24) hours.
3. For instances in which the Clinical Director is the subject of the complaint, the Primary Counselor will assist the consumer in filing the complaint/grievance with the Executive Director as described above or the consumer may contact the Executive Director via phone or in writing directly.
4. The consumer may bypass this entire process and contact their insurance company, the Oklahoma State Board of Behavioral Health Licensure, ODMHSAS, Office of Consumer Advocacy, and/or the Office of the Inspector General; said contact information is posted onsite and is listed in the consumer handbook.

Consumers accessing, receiving, or being evaluated for services, their family members, and guardians are further notified of the following both verbally at the time of admission and in writing through the Consumer Handbook:

1. They have the right to make a complaint/grievance/appeal with respect to an alleged infringement of their rights and/or their dissatisfaction about any matter related to provided services.
2. They have the right to have their complaints/grievances/appeals considered through a fair, timely and impartial procedure.

3. No consumer is retaliated against, coerced, or treatment altered either solely or partially because of his/her having expressed his/her opinion or made a formal complaint/grievance/appeal.
4. Consumers are provided unimpeded and confidential access to AWS' Clinical Director, the Oklahoma Board of Behavioral Health Licensure, the Oklahoma Board of Licensed Drug and Alcohol Counselors, the ODMHSAS Office of the Inspector General, and ODMHSAS Office of Consumer Advocacy and the mechanism for contacting each.
5. The ODMHSAS Office of Consumer Advocacy and the ODMHSAS Office of the Inspector General, in any investigation or monitoring are allowed unimpeded access to consumer, AWS or program records and staff.
6. Consumers are not required to contact AWS' Clinical Director prior to contacting any outside agency to file a complaint/grievance/appeal.
7. If the Clinical Director is the subject of their complaint/grievance/appeal, the decision-making authority is delegated to the Executive Director/Owner.
8. The Clinical Director is the designated local advocate responsible for coordinating and monitoring AWS' advocacy activities and contacts with the ODMHSAS Office of Consumer Advocacy. Duties of the local advocate shall include, but is not limited to:
 - a. Serve as the on-sight advocate for consumers being treated by AWS and act as a liaison to the ODMHSAS Office of Consumer Advocacy. Such activities may include:
 - i. Assisting consumers in filing grievances;
 - ii. Serve as resource for consumers for questions or information dissemination about AWS, admission and discharge processes, or other basic human needs while in treatment; and
 - iii. Contact consumers involved in or who witness Critical Incidents or Sentinel Events while in treatment to ensure needs are being met.
 - b. Serve as AWS liaison to the Office of Consumer Advocacy in advocacy activities.
 - c. Work with facility staff and contractors to ensure the needs of consumers are met at the lowest level possible and that consumer rights are enforced and not violated.
 - i. The Clinical Director ensures all staff/contractors, regardless of position, receive training at-hire and annually regarding Consumer Rights and the Complaint/Grievance/Appeal policy.

Copies of all grievances are forwarded to the Department's Office of Consumer Advocacy within twenty-four (24) hours of the filing.

Time frames allow for an expedient resolution; complaints/grievances are responded to and resolved within a fourteen (14) day timeframe from receipt of complaint form.

Consumers are provided written notification regarding the complaints/grievances/appeals outcome. Actions taken to address the complaints/grievances are described. Mechanisms by which they may schedule an appointment to meet with the decision maker to discuss the outcome and actions taken to address the complaint/grievance are also described. Finally, mechanisms by which they may appeal the outcome are also detailed as follows:

1. A written request for an appeal should be mailed certified to have a one-on-one meeting with the clinical director.
2. If the complaint is against the clinical director; a written request for an appeal should be mailed certified to meet with the clinical director and the executive owner.

Copies of all grievance documentation and written resolution of the grievance is forwarded to the Department's Office of Consumer Advocacy within twenty-four (24) hours of the written notice being delivered to the consumer.

AWS prominently posts contact information for the following:

1. ODMHSAS Office of Inspector General.
2. ODMHSAS Office of Consumer Advocacy.

For substantiated complaints/grievances against staff members/contractor, AWS' Clinical Director or Executive Director/Owner implement disciplinary action to include possible termination of the employee(s).

The complaints/grievances/appeals process, including findings, is monitored by the Performance Improvement Committee at quarterly meetings. Procedures/processes/trainings are revised as needed based on this monitoring/review to improve performance and the quality of services provided. Copies of updated grievance policy and procedure information is provided to the Office of Consumer Advocacy when requested.

All complaints/grievances/appeals (written or verbal) are maintained and tracked in a written log until resolved or concluded. The log is stored in a locked filing cabinet in the Records Room separately from consumer records.

Review and Investigation of Complaints/Grievances/Appeals, Including Participation by External Parties

The ODMHSAS Office of Inspector General and ODMHSAS Office of Consumer Advocacy in any investigation or monitoring is provided unimpeded access to AWS' consumers, office and/or program records and staff as set forth in federal and state laws regarding consumer rights.

Investigations are a collaborative effort between the Clinical Director and Safety Officer. Individuals are informed of the investigation and its progress in a timely basis.

The Clinical Director and Safety Officer discuss the following with the complainant and accused:

1. Their names and that they are responsible for coordinating the grievance procedure/investigation.
2. The name of the Executive Director and that the Executive Director is the final decision maker.
3. The name of AWS' local advocate and the responsibilities of the local advocate.
4. The behaviors and any related issues that gave rise to the complaint.
5. The policy under which the complaint is brought and investigation guidelines; copies of both are provided.
6. AWS has a compelling obligation to address complaints/grievances/appeals and suspected instances of violations of the rights of consumers. AWS is not precluded from taking any action it deems appropriate, including informing the accused of the allegations and pursuing an investigation even in cases when the complainant is reluctant to proceed. The complainant is notified in advance when such action is necessary.
7. AWS will report the complaint/grievance/appeal and findings to DHS/CW, ODMHSAS Office of Inspector General and ODMHSAS Office of Consumer Advocacy, the County Sheriff or the District Attorney, as applicable, so that a criminal investigation can be initiated in cases of allegations of abuse, neglect and/or exploitation.
8. The manner and frequency with which they will be updated about the status of the investigation.
9. The importance of confidentiality during the investigation. To the extent possible, AWS will make every reasonable effort to conduct all proceedings in a manner that will protect the confidentiality of all parties. Parties to the complaint should treat the matter under investigation with discretion and respect for the reputation of all parties involved.
10. The state's Public Records Law. Upon conclusion of the investigation, records may be made available to the extent mandated by law.
11. AWS policy and state and federal law prohibit retaliation against an individual for expressing his/her opinion, reporting consumer rights violations or for participating in an investigation. AWS will not tolerate retaliation of any form against any consumer who files a complaint, serves as a witness, assists a complainant, or participates in an investigation of violations of consumer rights. Retaliation is a serious violation that can subject the offender to sanctions independent of the merits of the consumer rights violation complaint. Allegations of retaliation are to be directed to the Executive Director/Owner.
12. The Clinical Director and Safety Officer ensure that the Complaint Form is completed. A verbal complaint must be documented by the Clinical Director or Safety Officer that details sufficient information to allow an investigation to proceed.
13. The Clinical Director, Safety Officer and the complainant, will determine if special provisions are necessary to ensure that no consumer rights' violations occur against the complainant while the investigation is pending.

The purpose of the investigation is to evaluate the allegations of violations of consumer rights, formulate a response that addresses the facts as they are determined, and follow-up to ensure that the necessary action steps are completed.

Depending on the facts of the case, an investigation may range along a continuum from a one-on-one conversation with the accused with an agreement as to further interactions; to an inquiry with several witness interviews. During the investigation, the Clinical Director and Safety Officer may interview the parties, witnesses who have first-hand knowledge of the events and gather relevant documents. After analyzing all the information, the Clinical Director and Safety Officer prepare a case report with findings and detailed action steps to be implemented. Prior to the release of the case report, employment laws are reviewed then the report is submitted to the Executive Director/Owner who will review and discuss the report with the Clinical Director and Safety Officer any procedural issues, the specific findings and necessary actions steps. The Executive Director is the final decision maker. After this review, the case report is delivered to the parties. In every case, a record is made of the allegations, investigation, and action taken.

An individual of the complainant's and accused's choice may accompany them at the initial interview and subsequently, as appropriate. The role of the support person would be to be present at the time of the investigation interview. The support person is not provided documentation on the investigation or allowed to interject during the investigation interview.

An investigation may result in one of the following findings:

1. A determination that there is sufficient evidence to indicate a violation of AWS policy.
2. A determination that there is insufficient or no evidence to indicate a violation of AWS policy.