

01 CLIENT ADMISSION CONSENT DOCUMENT

Client ID# _____ Name _____ DOB _____

A. Voluntary Admission Agreement/Consent to Treatment

As a client of Santa Fe Recovery Center ("SFRC") I agree to participate in all treatment activities. I agree to comply with all SFRC rules and regulations as communicated to me during my treatment by SFRC staff. My failure to comply with the rules and regulations may result in immediate discharge and may render me ineligible for future admission to SFRC. I understand the duration of my treatment will depend on individual progress toward attainment of my treatment plan goals.

As a client, I have a right to appropriate care and protection. State and Federal laws and regulations guard my confidentiality. I have other rights, which are listed below. I have a right to ask questions.

- Consent to Treatment: I understand that the counselor assigned to me will explain the nature of the assessments and treatment to be provided, the expected benefits and risks, and alternatives available. I understand that although a reasonable standard of care will be provided, improvement, though expected, is not guaranteed. I understand that I may be contacted in the future for a follow-up interview. If I wish to withdraw from treatment at any time, my counselor and case manager will help me with an appropriate referral if I so choose.
- Confidentiality and Release of Information: I understand that information concerning my contacts with SFRC will be held confidential among my treatment team to protect my right to privacy. I further understand that such information will not be disclosed without my written permission, or that of my Legal Guardian, except under special circumstances such as:
 - If I threaten to injure myself or someone else
 - When information is required by law to be reported, such as information regarding abuse, neglect, molestation, or exploitation of a minor, incapacitated adults, elder person 65 or older, or in the case of a court order
 - For medical emergency
 - Within and among SFRC programs and staff
- I understand I have the right to:
 - Considerate care that respects my privacy and individual needs
 - Know the names and functions of everyone who takes care of me
 - Make my care decisions before and during the course of the treatment
 - Refuse a recommended treatment or plan of care
 - Expect staff to treat all communications and records about my care confidentially
 - Expect continuity of care and be told about choices that are provided outside of SFRC
 - Appropriate recognition and consideration of my spiritual and cultural values
 - Review my assessment and treatment records and have information provided to me

- Initiate a formal grievance in accordance with SFRC procedures.
 - To refuse vaccinations for influenza or other communicable diseases. SFRC reserves the right to deny admission and discharge clients who become ill and are contagious until they are medically fit to return to residential treatment.
- I understand that SFRC uses a treatment team approach: this means that what I share with staff will be documented in progress notes and shared with the rest of the treatment team. Staff cannot keep secrets for me. I understand that the purpose of staff sharing information is to make my treatment consistent and to provide staff with supervision.
 - Grounds for Discharge: I have reviewed the following grounds for discharge from treatment at SFRC with a staff member and I understand these grounds for discharge.
 - Acts of violence (fighting) and/or threats of violence to staff and/or other clients.
 - Possession and/or use of alcohol, drugs and/or non-prescribed medication on SFRC property
 - Damage and/or theft of program property and/or staff and other clients' property.
 - Possession of firearms and/or weapons of any kind while in treatment
 - Disruptive, hostile, and/or threatening behavior towards staff and/or other clients
 - Infractions of SFRC rules and regulations

Client Initials _____

B. Client Rights for Substance Use Disorder Treatment

I understand that in receiving Substance Use Disorder (SUD) treatment at SFRC my rights and my responsibilities will be made as clear as possible in writing and in discussion with staff. I understand I have the right to ask questions.

My Rights: Treatment begins with learning about the circumstances that bring you to SFRC. You will be asked routine questions and will be asked to participate in assessment/psychological testing to help your counselor develop a treatment plan specific for your needs. As treatment proceeds, you will work with your counselor to clarify your goals and to develop plans for reaching them. When appropriate, other family members may be asked to participate in this process. You will be encouraged to contact other agencies to receive additional services from them such as medical attention, medications, housing, employment opportunities, etc.

SFRC services are provided without discrimination due to race, gender, spiritual belief, age, sexual orientation, disability, language, or ability to pay. Each client will receive a copy of these rights. Our goal, and your right, is for you to be helped by SFRC professional staff, using effective, evidence based treatment for Substance Use Disorder and co-occurring disorders.

AS A CLIENT, I have the right:

- To be treated with respect and consideration; to receive quality care without regard to my ability to pay.
- To receive appropriate counseling and therapy for substance use disorders and related mental health disorders in the least restrictive therapy setting.
- To be informed of any important aspect of the potential or existing therapeutic relationship which might affect my decision to enter or continue a counseling relationship with the SFRC treatment services.
- To be informed of the limits of confidentiality as these might affect my decisions to continue or limit the relationship; to have all information communicated to counselors/case managers or contained in case records treatment confidentiality. No information will be given to any person or agency without the client's written consent, except as required by law (e.g. incidences of suspected abuse/neglect of a minor or elderly person, a subpoena of records, medical emergency).
- To review my clinical records with my counselor.
- To discuss any aspect of my care that is of concern with my counselor or their supervisor.
- To be made aware, as early as possible, of the proposed treatment procedure, medications involved, financial responsibilities, and the anticipated outcomes and possible commitment reactions and consequences.
- To participate in my treatment plan.
- To refuse to be videotaped or audio-taped if the session is used for program related training documentation and review.
- To be free from physical or medical seclusion or restraint.
- To be free from abuse, financial or other exploitation, retaliation, humiliation, or neglect.
- To know if I am being treated by an experimental procedure or am participating in a study about which data may be disseminated; to be given the opportunity to refuse treatment in either of these circumstances.
- To involve other family members in treatment when appropriate.
- To the investigation and resolution of any complaints or grievances regarding infringement of my rights, and to be free from retaliation due to filing a grievance.
- To access or referral to legal entities for appropriate representation.
- To access to self-help and advocacy support services.

Client Initials _____

C. Statement of Confidentiality

I shall not release any information I may obtain (e.g., see, read, or hear) during, and after my treatment at SFRC. This includes but is not limited to the identity and all treatment related information of any person receiving services or referrals at the facility. Without a signed and specific release of information by the client, no information about them can be released. I understand that release of any information can be harmful to the facility and more importantly, to the individual. I further understand that I may be held liable for unauthorized release of any confidential information obtained during my treatment. SFRC will hold me responsible for any harm incurred due to the unauthorized release of confidential information.

Client initials _____

D. Consent for Urine/Saliva/BAC Testing

In accordance with SFRC's mission statement of providing high quality treatment, SFRC programs and SFRC property are drug and alcohol free. To assure that your recovery environment remains drug and alcohol free, drug and alcohol screenings are required as part of the admission process and will be administered at random during the course of your treatment. This information is confidential and for clinical therapeutic use only. We will share this information only with your express written consent. Failure to consent to urine/saliva/BAC testing could result in refusal or termination of treatment.

I understand my signature on this form signifies that I give consent to SFRC to administer drug and alcohol screenings and I understand the consequences of refusal to comply with the screenings.

This consent remains in force for one year from the date below or while I am participating in a SFRC program.

Client Initials _____

E. COVID-19 Release

As a client of SFRC, I understand I have permission to be on SFRC property, including buildings and outdoor facilities, and engage in SUD treatment ("Treatment") and in recognition of SFRC's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "Release").

1. I am aware of the contagious nature of bacterial and viral diseases including the 2019 novel coronavirus, COVID-19, and the risk that I may be exposed to or contract COVID-19 by being on SFRC property and engaging in the Treatment. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including SFRC employees. I understand that while SFRC has implemented preventative measures designed to reduce the spread of COVID 19, SFRC cannot guarantee that I will not become infected with COVID-19 while on SFRC property and that being on SFRC property may increase my risk of contracting COVID-19. **NOTWITHSTANDING THE RISKS ASSOCIATED WITH COVID-19 I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING SFRC PROPERTY TO ENGAGE IN TREATMENT WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO COVID-19, ARISING FROM MY BEING ON SFRC PROPERTY OR ENGAGING IN TREATMENT, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF SFRC OR OTHERWISE.**

2. I hereby expressly waive and release any and all claims, now known or hereafter known, against SFRC, and its officers, directors, manager[s], employees, agents, affiliates, successors, and assigns (collectively,

"Releasees"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my being on SFRC property or engaging in Treatment and being exposed to or contracting COVID-19, whether arising out of the ordinary negligence of SFRC or any Releasees or otherwise. I covenant not to make or bring any such claim against SFRC or any other Releasee, and forever release and discharge SFRC and all other Releasees from liability under such claims.

3. I understand that by signing this release, I am waiving any and all claims of any kind arising out of or attributable to my being on SFRC property or engaging in Treatment and being exposed to or contracting COVID-19, including those claims that may be unknown to me, or which I do not suspect to exist at this time.

4. I am familiar with federal, state, and local laws, orders, directives, and guidelines related to COVID-19, including the Centers for Disease Control and Prevention (CDC) guidance on COVID-19, and the State of New Mexico's COVID Safe Business Practices. I will comply with all such orders, directives, and guidelines while on SFRC property, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings. I will also follow all instructions of SFRC while on SFRC property. I agree not to enter SFRC property if I am experiencing symptoms of COVID-19 (such as cough, shortness of breath, or fever, or other symptoms of COVID-19), have a confirmed or suspected case of COVID-19, or have come in contact in the last 14 days with a person who has been confirmed to have or suspected of having COVID-19.

5. I shall defend, indemnify, and hold harmless SFRC and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against SFRC or any other Releasees in a final judgment, arising out of or resulting from any claim of a third party related to COVID-19 due to my engaging in Treatment or being on SFRC property, including any claim related to my own negligence or the ordinary negligence of SFRC.

6. This Release constitutes the sole and entire agreement of SFRC and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of SFRC and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the laws of the State of New Mexico without giving effect to any choice or conflict of law provision or rule (whether of the State of New Mexico or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Santa Fe County, New Mexico and I hereby consent to the exclusive jurisdiction of such courts.

BY AGREEING AND SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SFRC.

Client Initials_____

F. Consent for Treatment by a Non-Independently Licensed Clinician

I consent to individual and group counseling provided by a non-independently licensed clinician. I understand that my counselor is supervised by an independently licensed clinician who is available for any concerns I may have regarding my treatment.

Client Initials _____

G. Telehealth Program Client Consent

I agree to participate in SFRC's Telehealth Program for the purpose of screening, evaluation and treatment at SFRC. I am required to comply with SFRC's rules and regulations in order to participate in the Telehealth Program. I authorize the electronic transmission of my medical and clinical information and videoconference session so that I can communicate with a doctor, clinician and other persons involved in my medical and recovery care. **[Note:** The likelihood of this transmission being intercepted by persons other than those at the consulting site is extremely small].

I understand that I can withdraw my permission to participate in the Telehealth Program at any time and that I do not have to answer any questions that I consider to be inappropriate or am unwilling to have heard by other persons. I understand that if I do not choose to participate in a telehealth session, no action will be taken against me that will cause a delay in my care and that I may still pursue face-to-face consultation.

I understand that as with any technology, telehealth does have its limitations. There is no guarantee, therefore, that participation in a telehealth session will eliminate the need for me to see a specialist in person.

Client Initials _____

Client Attestation

My signature indicates that I have understood all statements above.

This consent remains in force for one year from the date below or while I am participating in a SFRC program.

Client or Guardian Signature

Date

Witness Signature

Date

