



**A RESIDENTIAL CHILD CARE FACILITY  
FOR NATIVE AMERICAN CHILDREN**



Dear Parent or Legal Guardian:

Enclosed is an application for enrollment at Oaks Indian Mission. Please complete and sign each page and return it as soon as possible. Each of the items listed must be received in order to complete this application. Students cannot be admitted without these items:

1. Certificate of Degree of Indian Blood Card (CDIB) or tribal letter.
2. Up to date immunization record.
3. Current Physical.
4. Birth Certificate.
5. Social Security Card.
6. Private Insurance or Sooner Care Insurance Card.
7. School transcript or most current grades.
8. Any medical, case histories, psychological and/or psychiatric histories.

PLEASE NOTIFY US IMMEDIATELY OF ALL ADDRESS AND PHONE NUMBER CHANGES.

**AUTHORIZATION FOR PROVISION OF CARE**

- A. I hereby authorize Oaks Indian Mission, Inc., (OIM) to act in my stead, as long as my child, \_\_\_\_\_ resides at said Mission.
- B. I grant to OIM the complete authority to do any/all things relating to the care, control, discipline and punishment of my child, for the duration of his/her residence at said Mission.
- C. I agree during the residence of my child, I will keep OIM advised as to any change of my residence site, mailing address and telephone contact number. I understand the failure to comply with this statement could give cause for OIM to contact the Department of Human Services (DHS) Child Welfare and such contact could cause legal action, whereas: charges such as child abandonment could be filed.
- D. I agree to be responsible for all medical/dental expense(s) associate with my child. It is my responsibility to provide verification for health care provision, including if necessary, assuming personal financial responsibility for any such expense(s). It is my responsibility to remain in compliance for Sooner Care benefits if applicable. Failure to do so could result in delayed health services and possible dismissal due to non-compliance.
- E. I agree to provide for my child's basic needs such as clothing.

- F. I give OIM permission to use my child's photograph for publicity and promotional purposes.
- G. I agree my child may travel and make appearances connected with OIM and Oaks Mission School without liability to either Mission or School. Final approval for such travel will be at the discretion for OIM Administration or staff.
- H. I understand if my child leaves the care and supervision of OIM without permission, the Delaware County Sheriffs' Department will be contacted. Parent will be notified and possible dismissal may follow after assessing the situation.
- I. I authorize the OIM to receive and/all oral or written information from any person, agency, or institution that has been associated with my child and/or family. I waive on behalf of myself and my child, all provisions of law relating to the disclosure of legal responsibility from any liability that might arise from this authorization.
- J. I understand my child may be required to be involved in individual and or group counseling when requested or needed.
- K. My signature give OIM permission to seek achievement potential and other psychological testing from accredited psychologist.
- L. I release, acquit and discharge from any claim for damage or suit by reason of any injury, illness or damage to personal property during the residence of my child at OIM. I will on behalf of myself and my child not file a claim or bring suit with respect to any such damage or injury.
- M. I understand and agree, I will take no action(s) to interfere with the method/approach taken by OIM in efforts to provide for the need(s) of my child.
- N. I will not remove my child from residence of OIM without prior notice to OIM.
- O. I understand that any money my child earns or receives during his/her residence at the Oaks Indian Mission will be placed in trust for the benefit of my child. The Oaks Indian Mission will administer the trust and distribute funds to benefit my child. The trust will expire and all remaining funds will be turned over to my child when my child attains the age of legal consent, which is currently 18 years of age in the state of Oklahoma.

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Signature

Date

APPLICATION FOR ENROLLMENT

Name of Resident		DOB	Grade
Gender:	Female    Male	Birthplace	SSN
Sooner Care Number/Insurance		Tribe	Degree
Address			
Phone			
Direction to your home			
Name and address of Guardian			
Name and address of Mother			
Name and address of Father			
Name and Phone of a relative or neighbor			
Has child been placed outside the home before and if so where and why?			
Height		Weight	Hair Color
Eye Color	Birth Marks/Scars		Usual Clothing
Why do you want to come to Oaks Indian Mission?			

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What changes do you expect in your child in order to return home?

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How is the child disciplined?

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Past psychiatric treatment? Explain

Yes No

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Suicide Attempts? Explain

Yes No

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Are you seeing a counselor now?

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Date of last doctor's visit Name of Doctor Date of last physical

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Immunizations current?

Yes No

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Allergies? If yes specify

Yes No

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Medical Problems? If yes specify

Yes No

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Medications? If yes specify

Yes No

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Chemical Abuse or Dependency? If yes specify substance used, frequency, amount.

Yes No

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Prior Treatment for Dependency? What program?

Yes No

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Family history of emotional or behavioral problems? If yes specify

Yes No

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Describe present situation at home.

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Abuse history: Physical, Sexual, or Emotional

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<p>Is child sexually active?</p> <p style="text-align: center;">Yes    No</p> <hr/> <p>Birth Control?</p> <p style="text-align: center;">Yes    No</p> <p>School Activities/Hobbies</p> <hr/> <p>Strengths and weaknesses</p> <hr/> <p>How does child cope with problems?</p> <hr/> <p>Who do they talk with at home to cheer them up?</p> <hr/> <p>Has any family member died in the last year?</p> <p style="text-align: center;">Yes    No</p> <hr/> <p>What do they do when angry?</p> <hr/> <p>What makes them happy?</p> <hr/> <p>What makes them sad?</p> <hr/> <p>Does your child have learning difficulties?</p> <p style="text-align: center;">Yes    No</p> <p>Communication difficulties</p> <p>Lack of social imitative play such as make believe</p> <p>Problems with bladder or bowel control</p>	<p>History</p> <hr/> <p>Do they sleep soundly?</p> <p style="text-align: center;">Yes    No</p> <hr/> <p>Reading</p> <p>Writing</p> <p>Failure to develop peer relationships</p> <p>Inflexible adherence to routines or rituals</p> <p>Fails to give attention to detail</p>	<p>Math</p> <p>Other</p> <p>Lack of enjoyment</p> <p>Loss of previously acquired skills (language or social)</p> <p>Makes careless mistakes</p>
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Does not seem to listen when spoken to directly	Doesn't follow through on instruction	Difficulty sustaining attention in tasks
Difficulty organizing tasks	Avoids or dislikes tasks that required sustained mental effort	Often loses things necessary for tasks
Easily distracted	Often forgetful	Fidgets with hands or feet
Leaves seat in classroom	Runs or climbs excessively when inappropriate	Difficulty playing quietly
Often "on the go"	Talks excessively	Blurts out answers before questions completed
Difficulty waiting his/her turn	Interrupts or intrudes on others	Bullies or intimidates others
Initiates physical fights	Has used a weapon to hurt others	Physically cruel to people
Verbally cruel to people	Physically cruel to animals	Has stolen while confronting a victim
Has forced someone into sexual activity	Fire setting for fun	Fire setting to harm someone
Deliberate destruction of property	Has broken into houses	Often lies to obtain goods or favors
Often lies to avoid obligation	Shoplifting	Stays our late
Runaway	Truancy	Often loses temper
Oppositional Defiant	Annoys people	Easily annoyed
Angry/Resentful	Eating things not food	Repeated regurgitation
Failure to eat	Significant failure to eat	Motor or vocal tics

Recurrent excessive distress when away from parent

Persistent worry about loss or harm to parent

Worry about being kidnapped

Fearful of going to school

Fearful of being home alone

Reluctance to sleep away from home

Physical complaints when separated from parent

Reluctant to speak in social situations

Prenatal complications at birth

Had difficulty reaching developmental milestones

**AUTHORIZED/RESPONSIBLE PARTY**

Initial one or more of the items below if you wish to give your child permission to leave OIM campus with the sponsorship of OIM or Oaks Mission Public Schools.

\_\_\_\_\_ Resident is to leave campus only with legal guardian.

\_\_\_\_\_ Resident is to leave campus with authorized person listed below: Must be over 21 years of age.

To add other names to the check-out list, a legal guardian must submit a signed permission statement through FAX, letter or in person to OIM 48 hours prior to student check out. The Mission office may request additional information before approval of additional names to the check out list.

1.	2.
3.	4.
5.	6.

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Signature

Date



RELEASE OF CONFIDENTIAL INFORMATION

I, \_\_\_\_\_, hereby give my consent to Oaks Indian Mission, Inc., or it's director, designee, or records department, to release information contained in \_\_\_\_\_ records to the individual or organization listed below:

- 1. Oaks Indian Mission, P.O. Box 130 Oaks, OK 74359

Method(s) of release: Verbal Telephone Written E-mail FAX

- 2. Specific type of information to be disclosed: Medical Psychological Vocational Other

- 3. The purpose and need for such disclosure: Establish eligibility for services. Case Staffing Determine need for and/or type of treatment Other

- 4. The confidential information I authorize for release may include information about communicable or venereal disease, which may include, but are not limited to, diseases such as hepatitis, syphilis, gonorrhea, and human immunodeficiency virus, also known as acquired immune deficiency syndrome (AIDS).
- 5. I understand this release may be revoked at any time and shall be valid no longer than it reasonably necessary to accomplish the purpose for which it is given.
- 6. This release expires upon the resident's exit from OIM, unless otherwise indicated.

Signature

Date



GUARDIAN SIGNATURE PAGE

Oaks Indian Mission staff has provided and explained the following information to me. I understand by affixing my signature and initials that I understand and agree to all of the following authorizations.

\_\_\_\_\_ Provision of Care: This includes authority to provide care, authority to act on behalf of placement source in providing medical care, authority to use resident's picture in publicity, and authority for child to travel on trips with OIM

\_\_\_\_\_ Resident Bill of Rights

\_\_\_\_\_ Behavior Management: This includes reports to placement source

\_\_\_\_\_ Release of Confidential Information

\_\_\_\_\_ Authorized/Responsible Party (Visitation)

\_\_\_\_\_ Copy of OIM: Contains polices and procedure at the Mission.

\_\_\_\_\_ Copy of OIM Grievance Policy and Procedure

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Guardian Signature

Date

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OIM Signature

Date



RESIDENT SIGNATURE PAGE

Oaks Indian Mission staff has provided and explained the following information to me. I understand by affixing my signature and initials that I understand and agree to all of the following authorizations.

\_\_\_\_\_ Provision of Care: This includes authority to provide care, authority to act on behalf of placement source in providing medical care, authority to use resident's picture in publicity, and authority for child to travel on trips with OIM

\_\_\_\_\_ Resident Bill of Rights

\_\_\_\_\_ Behavior Management: This includes reports to placement source

\_\_\_\_\_ Release of Confidential Information

\_\_\_\_\_ Authorized/Responsible Party (Visitation)

\_\_\_\_\_ Copy of OIM: Contains polices and procedure at the Mission.

\_\_\_\_\_ Copy of OIM Grievance Policy and Procedure

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Resident Signature

Date

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OIM Signature

Date



## INTERNET ACCEPTABLE USE AGREEMENT

*(Please read this document carefully before signing.)*

Internet access is now available to students and staff at the Oaks Indian Mission.

With access to computers and people all over the world also comes the availability of material that may not be considered appropriate for students and/or staff. Oaks Indian Mission has taken precautions to restrict access to controversial materials. However, on a global network it is impossible to control all materials and an industrious user may discover controversial information.

Smooth operation of the network relies upon the proper conduct of the end users who must adhere to strict guidelines. These guidelines are provided here so that you are aware of the responsibilities you are about to acquire. In general, this requires efficient, ethical and legal utilization of the network resources. If an Oaks Indian Mission user violates any of these provisions, his or her account will be terminated and future access could possibly be denied.

The signature(s) at the end of this document is (are) legally binding and indicates the party (parties) who signed has (have) read the terms and conditions carefully and understand(s) their significance.

### Internet--Terms and Conditions of Use

- 1) Acceptable Use - Transmission of any material in violation of any national or state regulation is prohibited. This includes, but is not limited to: copyrighted material, threatening or obscene material, or material protected by trade secret
- 2) Privileges - The use of the Internet is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. Each student and staff member will receive an account. The Executive Director, Child Care Director and/or system administrator will deem what is inappropriate use and their decision is final and may close an account at any time as required. The House Parents in each cottage may request the system administrator to deny, revoke, or suspend student user accounts.
- 3) Network Etiquette - You are expected to abide by the generally accepted rules of network etiquette. These include (but are not limited to) the following:
  - Be polite. Do not get abusive in your messages to others.
  - Use appropriate language. Do not swear, use vulgarities or any other inappropriate language.
  - Illegal activities are strictly forbidden.
  - Do not reveal your personal address or phone numbers of students or colleagues.
  - Note that electronic mail (e-mail) is not guaranteed to be private. People who operate the system do have access to all mail. Messages relating to or in support of illegal activities may be reported to the authorities.
  - Do not use the network in such a way that you would disrupt the use of the network by other users.

- All communications and information accessible via the network should be assumed to be private property.

4) Oaks Indian Mission makes no warranties of any kind, whether expressed or implied, for the service it is providing. Oaks Indian Mission will not be responsible for any damages you suffer. This include loss of data resulting from delays, non-deliveries, wrong deliveries, or service interruptions caused by its own negligence or your errors or omissions. Use of any information obtained via the Internet is at your own risk. Oaks Indian Mission specifically denies any responsibility for the accuracy or quality of information obtained through its services.

5) Security - Security on any computer system is a high priority, especially when the system involves many users. If you feel you can identify a security problem on the Internet, you must notify a system administrator or your houseparent (for students) or supervisor (for staff). Do not demonstrate the problem to other users. Do not use another individual's account. Attempts to logon to the Internet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to internet.

6) Vandalism - Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy data of another user, Internet, or the Oaks Indian Mission network. This includes, but not limited to, the uploading or creation of computer viruses.

I understand and will abide by the above Internet Use Agreement. I further understand that any violation of the regulations above is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges may be revoked, disciplinary action may be taken, and/or appropriate legal action.

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Resident Signature

Date

As the parent or guardian of this student, I have read the Internet Use Agreement. I understand that Oaks Indian Mission has taken precautions to eliminate controversial material. However, I also recognize it is impossible for Oaks Indian Mission to restrict access to all controversial materials and I will not hold them responsible for materials acquired on the network. Further, I accept full responsibility for supervision of my child/student. I hereby give permission to issue an account for my child and certify that the information contained on this form is correct.

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Guardian Signature

Date

## RESIDENT BILL OF RIGHTS

The Resident is assured of all rights of citizenship in the State of Oklahoma and the United States except those lost through due process of the law. The Resident is given information about program rules and individual rights.

1. Resident and placement source is informed of the facility's policy and procedures regarding their rights.
2. Resident has a right to an individual plan of care or treatment that focuses on meeting the resident's needs. Resident has the right to participate in the development of the plan.
3. Oaks Indian Mission ensure that the Resident's rights and responsibilities are protected regarding the following:
  - a. Personal Finances. Residents have opportunity to have money for personal use.
  - b. Personal Possessions. Residents are allowed to have and acquire personal belongings.
  - c. Personal Care/Hygiene. Residents will be supplied with personal grooming supplies.
  - d. Clothing. Residents will possess adequate well-fitting and clean clothing. Mission will obtain clothing if necessary.
  - e. Community Activities/Recreation. Resident will have the opportunity to participate in community activities and recreation in accordance with service plan.
  - f. Telephone Contact. Resident will have access to a telephone to use in accordance with facility's policy and procedures.
  - g. Mail. Resident will be able to receive and send communication by mail.
  - h. Restrictions. Any restrictions placed on communication are explained to resident and will be in accordance with service plan.
  - i. Publicity. Consent is obtained in the intake process for publicity use.
  - j. Grievance. Resident and/or placement source have the right to file a grievance.
  - k. Religious Training. Residents have opportunity to participate in religious opportunities.
  - l. Work. Residents are taught work habits by providing a variety of tasks. When possible residents may earn money through work.
  - m. Safety. Measures are taken to prevent accidents and to avoid health/safety hazards.
  - n. Water Activities. Safety precautions are followed and a staff with Water Safety Certification will be in attendance at activity.
  - o. Sleep. The Facility provides adequate time and facilities for proper rest and sleep for all residents.



## BEHAVIOR MANAGEMENT

### Disciplinary Procedures and Actions

During the intake Process, the rules and expectations for Oaks Indian Mission are explained and a copy of the Policy and Procedures are presented to the placement source. House parents are responsible for discipline of residents in their cottage. House parents will assign consequences and document with an incident report that will be placed in child's file.

Mission Director assumes final action if resident appeals disciplinary action of the house parents.

### Possible Disciplinary Actions

1. Counseling. A verbal warning to correct inappropriate behaviors.
2. Suspension of Privileges. Denial of certain privileges due to misconduct to be determined by house parents.
3. Restriction to Room.(Not to exceed hourly segments)
4. Restriction to Cottage.
5. Restriction to Campus-
6. Withholding of allowance.
7. Suspension of Visitation.
8. Extra Work Detail.
9. Restitution. A resident may be required to pay for repairs or replacement for damages caused by the resident.

### Disciplinary Action Never Taken

1. Forced Isolation.
2. Corporal Punishment



### *Physical Restraint*

In situations where physical harm is possible either to the resident or to someone else, staff trained in Managing Aggressive Behavior curriculum will intervene. MAB is a state recognized Training provided by the University of Oklahoma National Resource Center for Youth Services. Staff may physically restrain an aggressive resident to prevent injury to self or others. This is used as a last resort and only if other: interventions fail to deescalate the behavior.

### *Reports to Placement Source*

Placement Source will be notified concerning serious illness, major accidents, and emergency medical situations. Placement Source will be notified of major rule infractions, absence without permission, and any other issues that arise that would want notification of placement source. Reports will be verbal, followed by a written report placed in resident's file.

## GRIEVANCE POLICY AND PROCEDURES

- A. Scope. This grievance policy and procedure applies to all Oaks Indian Mission, Inc. residents. (Referred to as OIM)
- B. Purpose. The purpose of OIM, Inc.'s grievance policies and procedures is to provide residents a fair, simple, effective, and timely system of problem resolution with access to procedures through which residents can obtain a thorough review, fair consideration, and correction when appropriate. These policies also ensure that persons filing grievances are free from restraint, coercion, reprisal, or discrimination.
- C. Informal problem resolution. Residents have the right to file grievances. However, resolving problems and concerns informally before filling a grievance is encouraged. Not all resident inquiries and requests for explanation are considered grievances; most can be handled within the regular relationship between residents and OIM, Inc. staff. OIM, Inc. seeks to resolve issues and reach a consensus with the resident on a plan of action to resolve the problem informally unless the client desires to proceed with the grievance process.
- D. Definitions. The following words and terms when used in this policy shall have the following meanings, unless the context clearly indicates otherwise:
- (1) Abuse- means with regard to:
    - (A) Minors and youth, the causing or permitting of harm or threatened harm to the health, safety, or welfare of the minor or youth by a caretaker responsible for the minor's or youth's health, safety, or welfare, including but not limited to sexual abuse, sexual exploitation, and the intentional use of excessive or unauthorized force aimed at hurting or injuring the minor or youth.
  - (2) Administrator- including the person designated by an administrator to act on the administrator's behalf, means, with regard to:
    - (A) Minors in DHS custody who live in a private residential facility, the chief administrative officer of the facility;
    - (B) Minors and youth in residential care facilities operated by Office of Juvenile Affairs (OJA) or Department of Rehabilitation Services (DRS), facilities which contract with or are licensed by OJA, Department of Mental Health and Substance Abuse Services (DMHSAS), the J.D. McCarty Center, or OHS, and other residential care facilities, the superintendent, director, chief administrative office or head of the facility regardless of the person's working title;
    - (C) Day treatment programs, the person charged with responsibility for administering the program;
  - (3) Advocate General means the chief administrative officer of the DHS Office of client Advocacy (OCA).
  - (4) CFSD means the Children and Family Services Division of DHS for the State of Oklahoma.
  - (5) Caretaker means, with regard to:
    - (A) Minors and youth, an agent or employee of:
    - (B) A public or private residential home, institution, or facility above the level of foster family care; or
    - (C) A day treatment program as defined in Section 175.20 of Title 10 of the Oklahoma Statutes.
  - (6) Caretaker misconduct:
    - (A) Means an act or omission that:
    - (B) Violates a statute, regulation, written rule, procedure, directive, or accepted professional standards and practices;
    - (C) Is not found to be abuse or neglect; and
    - (D) Results in or creates the risk of Injury to a minor/
    - (E) Includes, but not limited to:
      - Acts or omissions that contribute to the delinquency of a minor;
      - Unintentional excessive or unauthorized use of force not rising to abuse or neglect;
      - Unintentionally causing mental anguish; and
      - Other acts exposing a client to harm or threatened harm to the health, safety or welfare of the client.
  - (7) Client means individuals served by OIM, Inc.
  - (8) Client maltreatment collectively refers to abuse, neglect, exploitation, verbal abuse, sexual abuse, and sexual exploitation of a client as those terms are defined in OAC 340:2-3-2.
  - (9) Day treatment program means a non-residential, partial hospitalization program, day treatment program, or day hospital program in which minors are placed for intensive services, psychiatric, or psychological treatment.
  - (10) DHS and Department" means the Department of Human Services of the State of Oklahoma.
  - (11) OMHSAS- means the Department of Mental Health and Substance Abuse Services of the State of Oklahoma.
  - (12) DRS- means the Department of Rehabilitation Services of the State of Oklahoma.



- (13) Facility means:
- (A) A public or private agency, corporation, partnership, or other entity which;
  - (B) Operates a residential child care center; or
  - (C) Contracts with or is licensed or funded by the Department, for the physical custody or treatment of minors;
  - (D) A community-based youth services shelter or community intervention center;
  - (E) The J.D McCarty Center;
  - (F) A day treatment program;
  - (G) A private psychiatric facility for minors.
- (14) Grievance- is defined in section E below.
- (15) Grievant means a resident or the person who files a grievance on behalf of the resident.
- (16) Local grievance coordinator- or -LGC means with regard to:
- (A) Minors in DHS custody who live in a residential facility, the individual designated by the facility as it's Grievance coordinator;
  - (B) Minors in DHS custody who do not live in a residential facility, including minors in foster care and foster parents, the individual designated as grievance coordinator in the OHS county office where the grievant resides. .
- (17) -Minor- means any person under the age of 18 years except any person convicted of a crime specified in Section 7306-1.1 of Title 10 of the Oklahoma Statutes or any person who has been certified as an adult pursuant to Section 7303-4.3 of the Title 10 and convicted of a felony.
- (18) -Neglect means with regard to:
- (A) Minors and youth, the failure of a caretaker to provide;
  - (B) Adequate food, clothing, shelter, medical care, and supervision which includes, but is not limited to, lack of appropriate supervision which results in sexual activity between minors; or
  - (C) Special care made necessary by the physical or mental condition of the minor or youth.
- (19) OCA- means the Office of Client Advocacy of DHS.
- (20) OCA grievance coordinator- means the individual(s) designated by the advocate general to coordinate and monitor contested grievances.
- (21) -OCA Intake- means the centralized intake system maintained by the Office of Client Advocacy (OCA) in its Oklahoma City office that receives referrals of alleged abuse, neglect, mistreatment, and exploitation.
- (22) OIM, Inc- means Oaks Indian Mission, Inc.
- (23) ·OJA- means the Office of Juvenile Affairs of the State of Oklahoma.
- (24) Placement grievance- means a complaint about a present or proposed placement of OHS custody minor; this would be a Department grievance.
- (25) -Youth- means, with regard to:
- (A) OCA's grievance programs, a person over the age of 18 in voluntary care of OHS.

E. Grievance Defined

Grievance- means a problem or concern which an individual needs assistance resolving, including a Complaint of unfair treatment. At the request of a client, an unresolved problem, concern, complaint, or dispute is processed as a grievance.

- (A) The subject of a facility grievance or a provider grievance is: the substance or application of any policy, rule or regulation, written or unwritten, of OIM, Inc., or
- (B) a decision, act, or omission of an employee, agent, or contractor of OIM, Inc., or an OIM, Inc., client residing in the same placement setting.
- (C) Grievances regarding DHS employees and OHS actions are filed with the applicable DHS local Grievance Coordinator.

F. Summary dispositions If a grievance is submitted and it falls into one of the categories listed in (1)-(11) of this paragraph, the LGC meets with the client to provide assistance to the client in rewriting the grievance to state the problem (s) or concern(s) the client wants to grieve. If it is determined the client is asking to grieve a problem or concern covered by any of the categories below, the LGC informs the client why the grievance is not being processed, writes the reason on the bottom of the grievance form, and then dates and signs the form. The grievance is logged on the grievance-tracking log, a copy of form is sent within two working days to the advocate general for review, and the original is filed in the appropriate grievance file. Within five working days of receipt, the advocate general reviews the grievance. If the advocate general determines the grievance was improperly given a summary disposition, the advocate general informs the LGC who immediately processes the grievance. If the advocate general

concur with the summary disposition, the advocate general informs the LGC who within two working days informs the grievant and documents it.

(A) Untimely grievances; a grievance which is not timely filed in accordance with OAC 340:2-3-45(g) can be accepted and processed when good cause exists for the delay in filing the grievance.

(B) Discrimination based on race, color, national origin, sex, age religion, or disability. If a grievance alleges discrimination or other civil rights matter, the client is referred to the OHS Office for Civil Rights and the LGC immediately forwards the grievance to the OHS civil rights administrator and so informs the grievant.

(C) A problem which is moot. A moot problem is one that already has been decided or settled.

(D) Duplicative grievances. This is a grievance which duplicates another pending grievance in the same grievance system by or on behalf of the client involving the same incident of problem.

(E) Requests to violate laws. This is a grievance which requests an action which violates state or federal Law

(F) Collateral complaint. A collateral complaint does not involve a problem concerning the client who filed or on whose behalf the grievance was filed.

(G) Remote grievances. The grievance requires action by a private or public individual or entity over which OIM Inc., does not have authority or control such as a grievance about the action of a public school teacher, a guardian, or a physician in private practice. However, in these situations, the LGC assists the grievant in using any grievance or complaint system which may be available regarding the subject of the grievance.

(H) Pending proceedings. The grievance involves a matter which is the Subject of a pending civil, criminal, or administrative proceeding, or decision of a court or administrative hearing.

(I) Investigative findings. The results of an investigation regarding abuse, neglect, verbal abuse, caretaker misconduct, or exploitation cannot be grieved.

(J) Fair hearing decisions. The results of a fair hearing cannot be grieved.

(K) Frivolous grievances. A frivolous grievance does not state a complaint or problem of any substance. Before declining to process a grievance of the nature, the LGC contacts the grievant to inquire if the grievant needs assistance in submitting a substantive grievance.

G. Who may file a grievance? A grievance may be filed by any OIM, Inc. resident. A grievance may also be filed by Or on behalf of an OIM, Inc. resident by any person who knows the resident and is interested in the resident's welfare, including, but not limited to, a parent, guardian, relative, foster parent, court appointed special advocate, guardian ad litem, case worker, and others. This includes OHS employees, employees of residential, in-home supports, and vocational providers.

H. Group grievances. Grievant whose complaints address the same issue(s) may together file a group grievance. At any time during the processing of a group grievance, an individual grievant can withdraw from the group grievance. If separate grievances are filed by two or more grievants regarding an identical issue, the interests of each grievant is identical, and the grievants do not object, a LGC can combine them for processing as a group, provided this does not unduly delay the processing of any particular grievance. When multiple grievances are grouped for processing, the LGC informs each grievant of that action. When a group grievance is filed, the LGC can ask the grievants to designate in writing a spokesperson for the group.

I. Grievances involving reportable incidents. When a grievance alleges a reportable incident, including but not limited to facts which constitute abuse, neglect, exploitation, or caretaker misconduct. as defined in OAC 340:2-3-2, the LGC immediately reports it to OCA intake pursuant to OAC 340:2-3-33. A grievance involving a reportable incident may be processed during a pending investigation provided the grievance does not interfere with the investigation and as needed is held in abeyance pending the conclusion of the investigation. If the grievance alleges additional facts which do not constitute abuse, neglect, exploitation, or care taker misconduct. The grievance is processed as to those facts. The LGC contacts OCA and any other law enforcement agency investigating the matter to coordinate processing the grievance.

J. Grievance policies required. OIM, Inc., is required to operate a system for resolution of grievances by residents using policies and procedures meeting the requirements of applicable DHS rules, OAC 340:2-3-45.

(A) Designation of LGC. OIM, Inc., designates an employee to serve as OIM, Inc.'s LGC to carry out the responsibilities described in this policy. The LGC is an individual who:

- implements OIM, Inc.'s grievance policies and procedures;
- has experience with OIM, Inc.'s programs and functions;
- functions impartially and independently in the processing of grievances;
- reports directly to the administrator with regard to the LGCs grievance duties and functions; and

- within 60 calendar days of being designated LGC receives training from the OCA or substantially equivalent training that provides the LGC with a working knowledge of applicable grievance policies, forms, procedures, time frames, and the LGCs responsibilities under this subchapter, and yearly training thereafter from the OCA.

(B) Advocate general review of grievance programs. The grievance: system operated by OIM, Inc., is subject to the approval of the Advocate General. OIM, Inc., is required to submit to the Advocate General for approval its grievance policies and procedures, and any revisions which are adopted.

(C) Notifying residents of their grievance rights. Each OIM, Inc., resident covered by these grievances policies is notified of his or her right to and how to access the grievance resolution procedures using a substantial equivalent to Form OCA-GR-2, Notice of Grievance Rights: Minors in DHS Custody.

(D) Monitoring and evaluation. OCA establishes minimum standards for and monitors OIM, Inc. grievance policies and procedures. The advocate general and OCA staff have immediate and unlimited access to OIM, Inc.'s residents, staff, files, records, and documents relating to grievance procedures and practices.

(E) Reporting deficiencies. If OIM, Inc.'s LGC becomes aware of a deficiency in OIM, Inc.'s grievance System, including a failure to follow or implement the grievance policy, the LGC reports it to the advocate general by phone 1-405-521-3491 or 1-800-522-8014, fax 1-405-521-2743, or email [STO.OCA.grievances@OKDHS.org](mailto:STO.OCA.grievances@OKDHS.org)

(F) Advocate general deficiency report. If the advocate general determines a deficiency exists in OIM, Inc.'s grievance system, the advocate general sends a report of deficiency to OIM, Inc.'s Administrator and, where applicable, to the applicable state office director.

(G) Advocate general grievance. The advocate general may, on behalf of any or all of OIM, Inc.'s residents originate a grievance. An advocate general grievance is filed with OIM, Inc.'s Administrator or the applicable state office director.

(H) Advocate general report.

- (A) The advocate general may initiate an inquiry on behalf of any OIM, Inc., resident regarding:
- any aspect of the care of a resident which affects the quality of the resident's life;
  - the substance, application, or interpretation of any written or unwritten OIM, Inc., policy, rule or regulation;
  - any decision, behavior, or action of an employee, agent, or contractor of OIM, Inc., or any OIM, Inc., resident residing in the same placement setting.

(B) The advocate general issues a report which sets forth the subject matter of the inquiry, the pertinent facts, and recommendations. An advocate general report is submitted to OIM, Inc., Administrator and, when applicable, the applicable division director. A copy is submitted to the DHS Director.

K. The grievance form. A grievant files a grievance by obtaining from the LGC a copy of OCA's pre-numbered grievance form, Form OCA-GR-1, or an equivalent OIM, Inco's pre-numbered grievance form, filling it out and turning it in to the LGC or to any OIM, Inc. staff for the purpose of the staff immediately transmitting it to the LGC. OIM, Inc.'s LGC obtains copies of the OCA-GR-1 from the Office of Client Advocacy in Oklahoma City 1-405-521-3491.

(A) Any person who needs assistance in completing the grievance form is given assistance by the LGC coordinator or any OIM, Inc., staff member.

(B) A grievance received on paper other than the official grievance form is attached to the grievance form filled out by the LGC on behalf of the grievant.

L. Retaliation prohibited. No person filing a grievance shall be retaliated or discriminated against or harassed, solely or in part, for having asserted a grievance, or sought advice or inquired about filing a grievance. Residents are encouraged to use available grievance systems. Residents are not discouraged from filing a grievance.

M. Grievance time limits. In order to be processed for action and resolution, a grievance must be filed within 15 working days of the date of the incident, decision, act, or omission complained about in the grievance, or within 15 working days of the date the grievant becomes aware of or with reasonable effort, should have become aware of a grievable issue. The time limit for filing a grievance may be extended by the LGC.

(A) The filing time and all other time periods contained in this policy are counted in working days unless otherwise specified. In computing any period of time, the day of the incident, decision, act, or omission at issue is not included. The next business day is the first day of the time period. If the last day of the time period is a Saturday, Sunday or legal holiday the period is extended to the next business day.

- (B) If the LGC or any decision maker falls to meet any time limit for processing a grievance without obtaining an extension, the LGC processes the grievance to the next step within two working days of the grievant's request.
- (C) Responses, notices, and other documents issued during the processing of a grievance are delivered to the grievant in person or by mail at the last known address of the grievant. A grievance is considered administratively resolved when a correctly addressed letter sent to the last known address of the grievant with proper postage is returned undeliverable with no forwarding address.
- (D) There is no time limit on allegations of abuse, neglect, verbal abuse, exploitation, or caretaker misconduct. If grievance, timely or untimely, consists of such an allegation. OCA intake is immediately notified in accordance with OAC 340:2-3-33.

N. Grievance records, logs, and quarterly reports. OIM Inc.'s LGC maintains an accurate and complete record of each grievance filed as well as summary information about the number nature, and outcome of all grievances filed. Records of grievances are kept separate and apart from other client records and files.

(A) OIM, Inc.'s LGC tracks grievances as they progress through the system and keeps a log of every numbered grievance form. Form OCA-GR-S; Grievance Tracking Log or its equivalent, is used for this purpose. For grievances submitted by a resident the tracking log includes: the grievance number, the name of the grievant given the date the form was submitted by the grievant; the nature and outcome of the grievance; the date of final resolution; and the level where it was resolved. If a grievance form is provided to a resident and not turned in, OIM, Inc. tracks only the number on the front, the name of the resident to whom the form was given, and the date it was given to the resident.

(B) OIM, Inc's LGC submits to the advocate general a quarterly grievance report. Form OCA-GR-6. Quarterly Grievance Report. The quarterly report is transmitted to OCA no later than the 21 It day following the end of each calendar quarter (i.e. April 21 for January - March, July 21 for April- June. October 21 for July - September and January 21 for October - December). If a grievance becomes moot at any point during the processing of the grievance, the LGC can stop the grievance process and declare the grievance "administratively resolved.- The LGC informs the grievant, notes it on the applicable Form OCA-GR-1 and the tracking log and sends a copy of the Form OCA-GR-1 to DCA with the next quarterly grievance report.

O. Processing the grievance form. After completing an OIM, Inc. grievance form, the grievant submits the form directly to the LGC or any other OIM, Inc., employee. If someone other than the LGC receives a grievance, that person submits it directly to the LGC within 24 hours or receipt.

P. Informal resolution of resolution. If the LGC is able to promptly resolve the grievance to the grievant's satisfaction without further processing, the LGC fills out Form OCA-GRA local Grievance Coordinator Worksheet, or its substantial equivalent.

Q. First level problem resolution. Within two business days of receipt of the grievance form, if the grievance has not been resolved to the grievant's satisfaction, the LGC fills out Form OCA-GR-1-A, Local Grievance Coordinator Worksheet, or its substantial equivalent.

(A) The LGC identifies who has the authority to provide the quickest and surest resolution to the problem at the lowest level in OIM Inc's organizational structure.

(B) The LGC completes the first box in the first level section on the LGC Worksheet, attaches the corresponding grievance form and other relevant documentation and information, and submits it to the first level decision maker, by the most efficient means practicable, within two business days of receipt of the grievance from the grievant.

(C)The first level decision maker responds to the grievance within five business days of receipt of the grievance by completing the second box in the first level section on the LGC worksheet. If the proposed resolution contains a promise of some future action, a target date is specified for full implementation of that future action. The grievant may contest the target date by taking the grievance to the next level of problem resolution.

(D) The LGC monitors the timely response by the first level decision maker. If a complete response is not timely received by the LGC, the LGC notes this on the LGC Worksheet and the grievance immediately proceeds to the second level of the problem resolution.

(E) Within two working days of receipt of the first level response, the LGC or designee meets with the grievant to inform the grievant of the proposed resolution and the right to take the grievance to the second level problem resolution, and determines if the grievant is satisfied with the proposed resolution.

The first level decision maker may meet with the grievant along with the LGC.

(F) If the grievant is satisfied with the proposed resolution, the LGC indicates the grievant acceptance on the LGC worksheet, notifies the individuals responsible for resolution of the grievance, and places the form in the appropriate grievance file.

(G) If the proposed resolution has been accepted by the grievant but involves a target date in the future, the LGC monitors compliance with the target date. If the LGC determines that the resolution has not been achieved by the target date, the LGC immediately reopens the grievance and processes it for second level problem resolution.

(H) If the grievant does not accept the proposed resolution and desires to take the grievance to the second level of problem resolution, the LGC processes the grievance for the second level problem resolution in accordance with the following section.

R. Second level problem resolution.

(A) If the grievance is not resolved at the first level of problem resolution, the LGC processes it in accordance with this section within two business days of the grievant requesting second level problem resolution.

(B) The LGC fills out the first box in the second level section on the LGC worksheet ensures the corresponding grievance form and other relevant documents are attached, and submits it immediately to OIM, Inc.'s Administrator.

(C) The Administrator or designee responds to the grievance within seven working days of receipt of the grievance by completing the applicable box in the second level section on the LGC Worksheet. If the proposed resolution contains a promise of some future action, a target date is specified for full implementation of that future action.

(D) The LGC monitors the timely response by the Administrator. If a complete response is not timely received by the LGC, the LGC notes this on the LGC Worksheet and the grievance immediately is processed as a contested grievance. A contested grievance is processed in accordance with section (S) below.

(E) Within two working days of receipt of the second level response, the LGC meets with the grievant to inform the grievant of the proposed resolution and the right to contest the response to the grievance, and determines if the grievant is satisfied with the proposed resolution.

(F) If the grievant is satisfied with the proposed resolution, the LGC indicates "the grievant acceptance on the LGC Worksheet, notifies the individuals responsible for resolution of the grievance, and places the form in the appropriate grievance file.

(G) If the proposed resolution has been accepted by the grievant but involves a target date in the future, the LGC monitors compliance with the target date. If the LGC determines that the resolution has not been completed by the target date, the LGC immediately reopens the grievance and processes it as a contested grievance.

(H) If the grievant does not accept the proposed resolution and indicates a desire to contest the response, a contested grievance is processed in accordance with section (S) below.

S. Contested grievances of OIM, Inc. Residents. If the grievant does not accept the proposed resolution, the target date of the second level decision-making, or both, the grievance is appealed to OIM, Inc.'s Board of Directors (Board) or an appeals committee designated by the Board.

(A) The LGC transmits a contested grievance and related documentation to the Board/appeals committee within one working day of learning that the grievant does not accept the proposed resolution and is contesting the proposed resolution.

(B) Within ten working days of receiving a contested grievance, the Board/appeals committee responds to the grievant by submitting a written decision to the LGC.

(C) Within two working days of receiving the written decision of the Board/appeals committee, the LGC informs the grievant of that decision and provides the grievant with a copy of the written decision. A copy is attached to the applicable quarterly grievance report which is sent to the OCA grievance coordinator, in accordance with OAC 340:2-3-4S(h)(2). This concludes the grievance process and the grievant administrative remedies have been exhausted.

I have read and had explained to me and received the Grievance Policy of the Oaks Indian Mission.

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Resident Signature

Date

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Guardian Signature

Date



DISCIPLINARY ADDENDUM FOR PARENT PLACEMENT

Oaks Indian Mission is Licensed under the Department of Human Services K850000024 as a Level B Group home. OKDHS foster care reimbursement rates [OAC 340:75-7-52 and 340:75-13-45] for Level B is \$24.55 per day. Level B “Provides services to the Native American Child 6 through 17 years of age. The group home meets the Indian Child Welfare Act placement preferences and focuses on socialization through group living.”

If the child is parent placed that means in 180 school days as required by Oklahoma State Law the financial benefit is equal to \$4,419 per year to be at Oaks Indian Mission.

Oaks Indian Mission will provide supervision of your child while they are residents here. You have signed forms admitting your child to this program. Oaks Indian Mission is not a 24 hour supervision child care facility and therefore the Policies and Rules of the campus have to be adhered to for the safety of your child and other residents here.

Therefore if routine disciplinary procedures are not adhered to, rather than moving to early termination of residency the “Cherokee County Friday Night Sanctions Program” OR other qualified “Sanctions” program will be utilized by Oaks Indian Mission as an attempt at “Behavior Modification.”

Your child will have a doctor’s physical conducted and they will be referred to the “Cherokee County Friday Night Sanctions Program” OR other qualified “Sanctions.”

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Date and Signature Signed by Parent, Guardian or placement agency

Oaks Mission Schools provides for corporal punishment. I authorize this utilization for my Child(ren).

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Date and Signature Signed by Parent, Guardian or placement agency

In the event that you did not wish corporal punishment to be utilized you must sign and agree to pick up your child for any suspension from school, short term and long term. Or agree to pay \$7.25 per hour or \$50.75 per day of suspension to cover the cost of respite care of my child.

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Date and Signature Signed by Parent, Guardian or placement agency



## DISCIPLINARY ADDENDUM FOR DHS AND ICW

Oaks Indian Mission is Licensed under the Department of Human Services K850000024 as a Level B Group home. OKDHS foster care reimbursement rates [OAC 340:75-7-52 and 340:75-13-45] for Level B is \$24.55 per day. Level B "Provides services to the Native American Child 6 through 17 years of age. The group home meets the Indian Child Welfare Act placement preferences and focuses on socialization through group living."

If the child is parent placed that means in 180 school days as required by Oklahoma State Law the financial benefit is equal to \$4,419 per year to be at Oaks Indian Mission.

Oaks Indian Mission will provide supervision of your child while they are residents here. You have signed forms admitting your child to this program. Oaks Indian Mission is not a 24 hour supervision child care facility and therefore the Policies and Rules of the campus have to be adhered to for the safety of your child and other residents here.

Therefore if routine disciplinary procedures are not adhered to, rather than moving to early termination of residency the "Cherokee County Friday Night Sanctions Program" OR other qualified "Sanctions" program will be utilized by Oaks Indian Mission as an attempt at "Behavior Modification."

Your child will have a doctor's physical conducted and they will be referred to the "Cherokee County Friday Night Sanctions Program" OR other qualified "Sanctions."

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Date and Signature Signed by Parent, Guardian or placement agency