



Consumer Rights and Responsibilities of CHADS Coalition Individual Services Clients

There are many working pieces that go into making this program effective; the most important one is your child. In order for your child to succeed, active involvement and bringing others into your child's safety net is critical. CHADS is dedicated to supporting youth in the St. Louis community to lead happy, healthy lives. CHADS has developed the following information to give you, the parent/legal guardian.

Consumer Rights

As a person participating in CHADS Family Support Program, you and your child have the right to:

- ❖ Be treated with dignity and respect.
- ❖ Understand Health Insurance Portability & Accountability Act (HIPAA) and privacy rules.
- ❖ Understand the limits of confidentiality.
- ❖ Ask questions and get answers about services.
- ❖ Feel safe.
- ❖ Have freedom from abuse, retaliation, humiliation, neglect, and financial or other exploitation.
- ❖ Refuse or withdraw from services at any time (initial refusal of services does not preclude individuals from accessing services from CHADS in the future).
- ❖ Be informed about the rules that will result in discharge from services if violated.
- ❖ Participate fully in decisions regarding you or your child's discharge from the program and receive advance notice regarding the proposed discharge.
- ❖ Be given help in obtaining another community resource for counseling.
- ❖ Make complaints, have them heard, get a prompt response, and not receive any threats, retaliation, or mistreatments as a result. File a grievance if you are not satisfied with the response to a complaint. (*See Client Complaint process below*)
- ❖ Not be discriminated against on the basis of race, age, sex, religion, national origin, sexual orientation, disability, or marital status.
- ❖ Ask to see or get an electronic or paper copy of your record or file we have about you. We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.
- ❖ You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this. We may say "no" to your request, but we'll tell you why in writing within 60 days.
- ❖ You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address. We will say "yes" to all reasonable requests.
- ❖ You can ask us **not** to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say "no" if it would affect your care.
- ❖ If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say "yes" unless a law requires us to share that information.
- ❖ You can ask for a list (accounting) of the times we've shared your health information for **six** years prior to the date you ask, who we shared it with, and why. We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We'll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.
- ❖ You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.
- ❖ If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. We will make sure the person has this authority and can act for you before we take any action.
- ❖ To be assisted in obtaining an interpreter in cases of communication barriers (for example, language or hearing impairment)

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Consumer Responsibilities and Choices:

- ❖ To provide, to the best of their knowledge, accurate and complete information about present complaints, past illnesses, hospitalizations, medications, advance directives, and other matters relating to health or care.
- ❖ To be respectful of property and personnel in the office/program.
- ❖ To promptly fulfill financial obligations to CHADS (see Client Fee Information below).
- ❖ To present any significant complaints or concerns about care to the person providing care, to any other CHADS employee involved in the care, or to the CHADS administration.
- ❖ To help CHADS improve its service and environment by providing feedback about service needs, expectations, and perceptions of care.
- ❖ We *never* share your information unless you give us written permission: Marketing purposes, sale of your information, and/or sharing of psychotherapy notes. We may contact you for fundraising efforts, but you can tell us not to contact you again.

CHADS Coalition Staff and Agency Responsibilities

- ❖ We are required by law to maintain the privacy and security of your protected health information.
- ❖ We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- ❖ We must follow the duties and privacy practices described in this notice and give you a copy. We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

Notice of Privacy Practices

How is CHADS allowed to use or share your health information?

How We Do Use Your Information:

Information is only used as is reasonably necessary to process your application or to provide you with health or counseling services, which may require communication between CHADS and health care providers, school faculty or administration, and other providers necessary to provide you and/or your family members with quality care and support. Whenever practical we will let you know of any communications we have on your behalf with persons or entities outside of our organization.

Applying or attempting to apply for assistance through us and providing information with the intent or purpose of fraud or that results in either an actual crime of fraud for any reason including willful or un-willful acts of negligence whether intended or not, or in any way demonstrates or indicates attempted fraud, your non-medical information can be given to legal authorities including police, investigators, courts, and/or attorneys or other legal professionals, as well as any other information as permitted by law.

Information We Do Not Collect:

We do not use cookies on our website to collect data from our site visitors. We do not collect information about site visitors except for one hit counter on the main index page (www.chadscoalition.org) that simply records the number of visitors and no other data. We do use some affiliate programs that may or may not capture traffic data through our site. To avoid potential data captures simply do not click on any of our outside affiliate links.

Limited Right to Use Non-Identifying Personal Information from Biographies, Letters, Notes, and Other Sources:

Any pictures, stories, letters, biographies, correspondence or thank you notes sent to us become the exclusive property of CHADS. We reserve the right to use non-identifying information about our clients (those who receive services or goods from or through us) for fundraising and promotional purposes that are directly related to our mission.

Clients will not be compensated for use of this information, and no identifying information (photos, addresses, phone numbers, contact information, last names or uniquely identifiable names) will be used without client's express advance permission.

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You may specifically request that NO information be used whatsoever for promotional purposes, but you must identify any requested restrictions in writing. We respect your right to privacy and assure you no identifying information or photos that you send to us will ever be publicly used without your consent.

How We Collect Information About clients

CHADS Coalition for Mental Health, 501(c)(3) (CHADS) and its employees and volunteers collect data through a variety of means including but not necessarily limited to letters, phone calls, emails, voice mails, and from the submission of applications that is either required by law, or necessary to process applications or other requests for assistance through our organization.

What We Do Not Do with Your Information:

Information about your financial situation and medical conditions and care that you provide to us in writing, via email, on the phone (including information left on voice mails), contained in or attached to applications, or directly or indirectly given to us, is held in strictest confidence.

We do not give out, exchange, barter, rent, sell, lend or disseminate any information about applicants or clients who apply for or receive our services.

Statement of Culturally/Linguistically Appropriate Services

CHADS supports the "Position Statement on Culturally Competent and Linguistically Appropriate Mental Health Services" created by the National Association of State Mental Health Program Directors (2000) through our commitment to provide services that are sensitive to the specific needs of our consumers. We are committed to meeting their mental health needs regardless of a consumer's race, color, ethnic origin, or religious practice.

What are CHADS' legal duties to protect your health information?

Health Insurance Portability and Accountability Act (HIPAA)

Numerous federal and state laws govern the use and disclosure of health and financial information relating to our clients. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) prohibits unauthorized disclosure of our clients' protected health information (PHI). CHADS Coalition's policies and procedures include HIPAA requirements, which must be followed when dealing with PHI. Accessing or sharing confidential client information except as necessary to do your assigned job is prohibited. Employees must strive to maintain the trust that our clients place in us and keep their information confidential. CHADS Coalition will not disclose or release any health related information on any employee without the prior, express written consent of the employee.

This Notice of Privacy Practices is based on the following assumptions:

- ❖ Individually identifiable health information or protected health information (PHI) is sensitive and confidential. Such information is protected by law, professional ethics, and health care accreditation requirements.
- ❖ HIPAA requires CHADS to protect PHI and to ensure that CHADS business associates also protect PHI.
- ❖ CHADS must enter into business associate contracts to protect PHI.
- ❖ Any CHADS business associates shall have the meaning specified in the HIPAA Privacy Rule, HIPAA Security Rule, the HITECH Act, and the Omnibus Rule.
- ❖ CHADS require staff to adopt and enforce the highest level of HIPAA compliance and adopt the highest level of Privacy Practices.
- ❖ CHADS workforce members and business associates are all bound by this policy, including, but not limited to, any individual who is involved with CHADS for the following purposes: volunteering, touring facilities, attending meetings, interviewing, billing, practicum/internship, general maintenance, capital improvements, or any outside visitors.

Limits of Confidentiality

All client information obtained while working as a staff member, intern, or volunteer of CHADS will be held in the strictest confidence from any outside person or the organization. When preparing reports, responding

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to surveys or requests from the media, or providing educational presentations, only non-identifying information will be disseminated. All records containing confidential information will be maintained securely in locked files accessible only to representatives of CHADS and are considered privileged information.

The limitations, in which confidentiality will be broken, include but are not limited to:

- ❖ When there is a serious threat of physical harm to yourself or another person (e.g., suicide or homicide);
- ❖ When mandated by state or federal law (e.g., in cases of known or suspected physical or sexual abuse or neglect of children, the elderly, or developmentally disabled);
- ❖ When specifically ordered by a court of law or subpoenaed information;
- ❖ For instances related to professional supervision. Cases at CHADS are reviewed regularly with a clinical supervisor to ensure quality of the care you are receiving;
- ❖ When collaborating with or consulting with your treatment team, including but not limited to: case managers, clinicians, and supervisors, both clinical and administrative employees involved in your treatment program. A Release of Information is required to share information with individuals not employed with CHADS;
- ❖ Information gathered from questionnaires, assessments, and surveys that are used for the purpose of data collection, outcome measures, or research. Please note that any identifying information will be removed from data used.
- ❖ The use of grant funds, or other third-party funding, which implies consent by the funded that information regarding diagnosis, treatment plan, and clinical information may be disclosed to the funding source in order to facilitate reimbursement from funding source.

CHADS' reviews these limitations with all staff to ensure the highest level of confidentiality and compliance with such information. Every client will be informed of the conditions of this confidentiality policy during the first program contact with that client.

What are your privacy rights, which include your right to get a copy of your health file, review it, ask that it be corrected, and complain if you think your privacy rights have been violated?

Client Complaint

If, at any time, a CHADS' client would like to file a grievance, the client should proceed with the following:

STEP 1

A complaint can be made:

- ❖ By sending a written complaint to the
Program Director
P.O. Box 510528
Saint Louis, MO 63151
- ❖ By emailing the Program Director (colleenp@chadscoalition.org)
- ❖ By contacting our main line: 314-952-2046

STEP 2

Upon receiving the written complaint, the Program Director will phone the client within 48 hours and attempt to solve the problem that led to the complaint, if at all possible. However, if the complaint is made directly by phone to the Program Director, he/she will address the issue immediately and request that the complaint submitted in writing.

STEP 3

The Program Director will offer to schedule a meeting, at the individual's convenience where possible, within 7 days. The client will receive written notification as to time, place and circumstances. If it is appropriate, the assigned CHADS staff will be invited as well as any caregiver/advocate/support individual that the client indicates he/she would like to have present. Every attempt will be made to resolve the complaint. If the client is unable to put the complaint in writing, the Program Director will do so based on the verbal complaint, and ask the client to verify the accuracy of the facts and sign the form. A copy will be made available to the client.

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STEP 4

If the complaint remains unresolved, the Program Director will offer to schedule a formal review within 21 days that would involve the Program Director, the Executive Director and the Contractor or their delegate. The client will be invited to come with any caregiver/advocate/support person they wish. The client will receive written notification as to time, place and circumstances. This is the final step at complaint resolution from CHADS. In the event that the complaint is not resolvable at this level, the client will be notified of the option of applying for a review of CHADS handling of complaints process (see below for additional contact information for grievance). As part of CHADS closure on the matter, a 'Note of Closure' will be drafted and a copy sent to the client.

Additional Grievance Procedures

If you believe your rights have been violated, you may file a complaint with **Missouri Department of Mental Health**: 800-364-9687 or constituentsvcs@dmh.mo.gov; or, you can file a complaint in writing to: **U.S. Department of Health and Human Services Office for Civil Rights**
200 Independence Avenue, S.W., Washington, D.C. 20201,
Tel: 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.
We will not retaliate against you for filing a complaint.

How to request a copy of your records

You can request an electronic or paper copy of your medical record and other health information we have about you. We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee. Please ask your clinician or mentor how you can do this, or please contact our main office line: 314.952.2046

Changes to the Terms of This Notice

- ❖ We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.
- ❖ For more information, see:
www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Whom to contact for more information about CHAD's privacy policies?

CHADS Location Information

Office Location

4121 Union Road, Suite 224
St. Louis, MO 63129

CHADS CONTACT INFORMATION

Mailing Address:

PO Box 510528
St. Louis, MO 63151

Program Director

314-433-5743 or colleenp@chadscoalition.org
Email: info@chadscoalition.org
Website: www.chadscoalition.org
FAX: 314.918-1910