Consumer Rights and Responsibilities of CHADS Family Support Program

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 (HIPPA) 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)

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.

Client Fee Information*

CHADS Family Support program requires a flat fee of $25 per session in exchange for services provided.

Fee Guidelines

- During intake, your clinician will inform you of our fees for services. All fees are due at the end of each session.
- Fees are accepted through check, money order, or charge; no cash will be accepted.
- Appointments cancelled within 24 hours or missed appointments, may result in a $25 fee.
- If you cannot afford the sliding scale fee, please speak with your clinician.
  - If you have any concerns about the fees, please contact 314-952-2046 for further information.
- Please make checks and money orders payable to “CHADS”.

*Client Fee Information does NOT apply to services provided in school

CHADS Cancelation Policy

CHADS Coalition understands there are times missing an appointment is inevitable due to emergencies or family and work obligations. However, when CHADS does not receive notification of appointment cancellations, that hour could have been used providing services to another individual who is in desperate need of services. Additionally, rescheduling a cancelled or missed appointment takes effort from all involved and can postpone a rescheduled appointment with a longer waiting period.

If an appointment is not cancelled within 24-hours of the appointment time, the cancellation will result in $25 fee. This fee also applies to missed appointment or “no shows.” All fees will be due at next appointment.

Our clinical staff wants to support you and your family through this crisis and want to make the most of the time scheduled. It is very important to arrive on-time for all scheduled appointments.

In an effort to best support your needs, repeated cancellations or missed appointments can result in a referral to another mental health organization.

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.

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 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**

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
- A parent/legal guardian can assist with the complaint.

**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.

**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**

You can file your complaint and 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 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**

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<thead>
<tr>
<th>North County Location</th>
<th>South County Location</th>
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<tbody>
<tr>
<td>4633 World Pkwy Circle</td>
<td>11420 Gravois Road</td>
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<tr>
<td>St. Louis, MO 63134</td>
<td>St. Louis, MO 63126</td>
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**CHADS CONTACT INFORMATION**

Mailing Address:
PO Box 510528
St. Louis, MO 63151

Program Director 314-722-5337 or heather@chadscoalition.org
Email: info@chadscoalition.org
Website: www.chadscoalition.org
FAX: 314.918-1910

This Notice of Privacy Practices applies to the following organizations

This notice applies to St. Louis County Children's Services Fund, the St. Charles Community Resource Board, and The Franklin County Community Resource Board.

Community and Children's Resource Board of St. Charles County
2240 Executive Dr., Suite 214
St. Charles, MO 63303

St. Louis County Children Services Fund
501 West End, Suite 106
P.O. Box 126
Union, MO 63084
This signatory sheet is to acknowledge Notice of Privacy Practices document has been read and understood by the parent/legal guardian of the child participating in CHADS Family Support Program. The Parental Forms are for you to keep for your record and reference should you have any questions. Please initial by each number to indicate you have read and understand the corresponding section on the Parental Forms.

1. ______ Consumer Rights
2. ______ Consumer Responsibilities and Choices
3. ______ CHADS Coalition Staff and Agency Responsibilities
4. ______ Client Fee Information
5. ______ Notice of Privacy Practices
6. ______ Client Complaints
7. ______ Changes to the Terms of Notice
8. ______ Application of Notice of Privacy Practices

Please select one:

☐ I have read the aforementioned client information and decline a copy of documents for personal records. I also acknowledge that if I would like a copy, I can ask my CHADS clinician or any CHADS staff for a copy at any time.

☐ I have read the aforementioned client information and received a copy of documents for personal records. I also acknowledge that if I lose or misplace a copy, I can ask my CHADS clinician or any CHADS staff for a copy at any time.

I,__________________________, understand and acknowledge that by initialing on each line I have read and understand the aforementioned documents, policies and procedures. My initials also indicate that I was given time to ask any questions, and as such, understand that in the future I know who to ask for help should any questions arise.

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<th>Parent/Legal Guardian Name</th>
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<th>Witness Name/Title</th>
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TELEPHONE & EMERGENCY PROCEDURES

- CHADS Coalition for Mental Health (CHADS) Family Support Program telephone number is (314) 952-8274. If you receive the voice mail, please leave a message for the Family Support Program Manager. The Family Support Program Manager may be on the phone, in a client meeting, or out of the office.
- In a crisis, if CHADS staff cannot be reached and you are in imminent danger, call the police (911), call Behavioral Health Response at 314-469-6644 (800-273-TALK) or go immediately to your local emergency hospital.
- If you need to contact CHADS for an emergency, please indicate it clearly in your message. Telephone calls are monitored as time allows and we cannot guarantee immediate return calls. CHADS staff is not responsible for you or your child’s behaviors, decisions occurring outside the consultation, whether before or after a telephone call or consultation.
- If there is an emergency whereby CHADS staff becomes concerned about your child’s personal safety, the possibility of your child injuring someone else, or about your child receiving proper psychiatric care, the staff will do whatever he/she can within the limits of the law to prevent your child from injuring themselves or others; and to ensure that he/she receives the proper medical care.

Initial here: __________

INFORMED CONSENT FOR TELEPHONE, ELECTRONIC, TEXT, AND MAIL CONTACT: Ordinary privacy precautions such as voice scramblers, pin codes, voice mailboxes, and locked fax, mail, and computer rooms are by no means foolproof, so your confidentiality may be jeopardized when communicating by electronic devices or mail. Deletion or shredding of paper material is a safe means of disposal but cannot be guaranteed. You can be at risk of breaches in confidentiality when electronic or mail communication of any type is used for private information. Your use of such means of communication with CHADS constitutes implied consent for reciprocal use of electronic and mail communication as well. By signing this consent, you agree to and understand that communicating with CHADS via email and written correspondence is not 100% safeguarded.

1. However, CHADS’ sent and received emails are stored and encrypted in CHADS server cloud. CHADS may or may not delete such emails. Any saved emails will be kept in a password-protected account that only CHADS has access to.

2. It is possible for authorities to locate and read such emails under various circumstances, this is not a policy of CHADS but is due to the nature in which email is transmitted using the Internet, and other services or networks. For more information on this, please contact your Internet Service Provider or email service.

3. By initialing below, I agree that I understand the disclosures listed above regarding communicating with CHADS using email. I also agree that if I send an email to CHADS staff and request a response via email, that I am willing to accept the above-stated risks. I also agree that I will not use email for emergencies when communicating with CHADS.

Initial here: __________

PERMISSION FOR CHADS COALITION FOR MENTAL HEALTH TO INITIATE EMAILS TO YOU:
Initial below if you give your permission for CHADS Coalition for Mental Health to initiate sending emails to you.
Initial here: __________

Print your email clearly: _____________________________________________

PERMISSION FOR CHADS COLAITION FOR MENTAL HEALTH TO INITIATE TEXT MESSAGES

CHADS offers text messaging as a mean of additional support and engagement with clients. As with any electronic means of communication, text messages can be accessed by those who are not intended to see confidential information. It is also important to note that cell phones can easily be lost or stolen, as well as full text messages available by cell phone providers. As a means of protecting your confidentiality, it is encouraged to erase text messages and be aware of possible breaches. Any incoming texts that allude to suicidal ideation, homicidal ideation, or fall under mandated reporting guidelines will be acted upon and will be saved as part of a client file.

Initial below if you understand the limits of confidentiality surrounding text messages, and you consent to receive and send text messages.
Initial here: __________
CONSENT FOR SERVICES AND CONFIDENTIALITY STATEMENT:

- I am the parent/guardian of the minor named below;
- Our family is participating in CHADS Family Support Program;
- I am fully aware that the Family Support Program provides phone, email and face-to-face clinical support for my family addressing mental health issues;
- I agree to complete an intake process with CHADS Family Support Program staff to address presenting problems and desired goals;
- I understand that I can terminate services with CHADS at any time through verbal or written correspondence;
- CHADS are provided at a fee for service rate to my family and funded by business associates;
- As part of its public accountability, business associates will review case records of clients for the purposes of funding only;
- Per my signature, I consent to the release of information as it only applies to the business associates listed earlier

I, (print name of responsible party) _______________________________________________________________ consent for services to be rendered by the CHADS Coalition for Mental Health Family Support Program staff for:

_____________________________________________ Gender: ___ M ___ F ___/___/___
Your child’s name (Child’s) Child’s Date of Birth

I grant CHADS Family Support Program staff to provide clinical services, which may include professional consultation or emergency contacts with other health care providers and local authorities necessary for my child’s treatment

Signature of Client/Responsible Party  Print Name  Date

Street Address: ____________________________________________________________________________

City, State, Zip Code: _______________________________________________________________________

Funded by:

[Logos of St. Louis County Children's Service Fund, CCRB, and Franklin County Children and Families Community Resource Board]