

MANILAQ COUNSELING AND RECOVERY CENTER
BEHAVIORAL HEALTH SERVICES
NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW PROTECTED MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GAIN ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

1. *Maniilaq Counseling and Recovery Center* is permitted to make uses and disclosures of protected health information for treatment, payment and health care operations, as described in the following examples:
 - a. For *Treatment* - Physician-to-Physician communication of patient information for the purposes of continuity of care.
 - b. For payment - *Submission of claims and requested medical records information to Blue Cross (insurance)*.
 - c. For health care operations - *Conducting quality assessment and improvement activities*.
2. *Maniilaq Counseling and Recovery Center* is permitted or required, under specific circumstances, to use or disclose protected health information without the individual's written authorization.
3. Other uses and disclosures will be made only with the individual's written authorization, and the individual may revoke such authorization.
4. *Maniilaq Counseling and Recovery Center* intends to engage in (n)one or more of the following activities:
 - a. Maniilaq Counseling and Recovery Center may contact the individual to provide appointment reminders of information about treatment alternatives or other health-related benefits and services that may be of interest to the individual or patient.
 - b. Maniilaq Counseling and Recovery Center may contact the individual/Patient to raise funds for Maniilaq Counseling and Recovery Center; or
 - c. A group health plan, or a health insurance issuer or HMO with respect to a group health plan, may disclose protected health *information* to the sponsor of the plan.
5. *Maniilaq Counseling and Recovery Center* will never share or sell your information to third-parties or affiliates for marketing or promotional purposes.
6. *Maniilaq Counseling and Recovery Center* secures protected health information (PHI) using Electronic Medical Records (EMR); patient information is never communicated using unencrypted means.
7. The individual has the following rights regarding protected health information:
 - a. The right to request restrictions on certain uses and disclosures of protected health information. Maniilaq Counseling and Recovery Center is not required to agree to a requested restriction, however.
 - b. The right to receive confidential communications of protected health information, as applicable.
 - c. The right to inspect and copy protected health information, as provided in the Privacy Regulation.
 - d. The right to amend protected health information, as provided in the Privacy Regulation.
 - e. The right to receive an accounting of disclosures of protected health information.
 - f. The right to obtain a paper copy of the Notice from the covered entity upon request. This right extends to an individual who has *agreed* to receive the Notice electronically.
8. *Maniilaq Counseling and Recovery Center* is required by law to maintain the privacy of protected health information and to provide individuals with notice of its legal duties and Privacy practices with respect to protected health information.
9. *Maniilaq Counseling and Recovery Center* is required to abide by the terms of the Notice currently in effect.
10. *Maniilaq Counseling and Recovery Center* reserves the right to change the terms of this Notice. The new Notice provisions will be effective for all protected health information that it maintains.
11. *Maniilaq Counseling and Recovery Center* will provide individuals or patients with a revised Notice by posting the revision on *MCRC's corporate web site and publishing the revision in MCRC's corporate bi-monthly newsletter*. A copy of the revision will be supplied at the next patient encounter after the revision becomes effective.
12. Individuals may bring concerns to *Maniilaq Counseling and Recovery Center* and to the Secretary of the Department of Health and Human Services, without fear of retaliation by the organization, if they believe their privacy rights have been

violated.

13. *Maniilaq Counseling and Recovery Center's* contact person for matters relating to complaints is:

Chief Compliance Officer

P.O. Box 256, 733 2nd Avenue Kotzebue, AK 99752

W: (907) 442.7608

This Notice is first in effect on *April 14, 2003*.

Maniilaq Counseling & Recovery Center

733 2nd Avenue, Kotzebue, Alaska 99752
Phone: 907.442.7640 | Fax: 907.442.7749
www.maniilaq.org



Client Rights/Responsibilities Notification and Grievance Procedure

YOU HAVE THE RIGHT TO:

1. Request and receive information about your counselor's professional capabilities including licensure, certification education, training, experience, specializations, and/or limitations.
2. Be treated respectfully.
3. Ask questions about your services/treatment.
4. Participate in the development of your treatment plan and selection of services provided.
5. Request information about your progress in treatment.
6. A safe treatment environment free from physical, emotional, and/or sexual abuse.
7. Confidentiality except for specific reasons to include:
 - a. Suspected and/or disclosed abuse/neglect of a child, elder, or individual with a developmental disability.
 - b. You are in danger of harming yourself.
 - c. You threaten to harm another person(s).
 - d. You have become gravely disabled.
 - e. Pursuant to an agreement with a qualified service organization/business associate for research, audit, and/or evaluation.
 - f. To report a crime committed against staff and/or the program.
 - g. To medical personnel in a medical emergency.
 - h. As allowed by an authorizing court order.
 - i. Among behavioral health staff for the purpose of clinical and quality review.
8. Refuse treatment except during an emergency situation or as permitted under law in the case of a person committed by a court for treatment.
9. Not participate in experimentation without informed, voluntary, written consent, the right to appropriate protections associated with such participation and the right to revoke such consent anytime.
10. Refuse photographic, audio, and/or video recordings of your sessions/treatment.
11. Request in writing and receive a copy of your treatment records.
12. Be in the least restrictive level of services.
13. File grievances with respect to inappropriate treatment and to have such grievance considered in a fair, timely, and impartial procedure.
14. Receive a second opinion with regards to your treatment recommendations.

CLIENT'S RESPONSIBILITIES:

1. You are responsible for following the policies of the clinic.
2. You are responsible to treat staff and fellow patients in a respectful cordial manner in which their rights are not violated.
3. You are responsible to provide accurate information about yourself.

WHAT TO DO IF YOU BELIEVE YOUR RIGHTS HAVE BEEN VIOLATED:

Informal grievance: Clients are asked to make a good-faith attempt to resolve problems at the lowest level possible without resorting to the formal grievance procedure. An informal grievance is to be submitted in writing and/or verbally to staff within three (3) working days from the date of the dispute or concern. Staff is expected to determine as promptly as possible the cause for the concern while making every effort to resolve said complaint informally. Staff shall conduct any necessary and/or appropriate investigation and inform the grievant of a decision based upon a fair consideration of all the facts within five (5) working days after the receipt of said grievance. The staff will issue a written memo to the grievant stating how the complaint was processed and resolved. If the grievant is dissatisfied after making a good faith effort to resolve the problem with the informal process, the grievant may next qualify to have the concern addressed through a formal process.

Formal Grievance: A formal grievance may be submitted in writing after an informal grievance failed to resolve the Client's concern using the following steps:

1. The grievant has three (3) working days from the date that the informal decision was made to submit a written request for a formal grievance to the staff supervisor. The supervisor or designee will issue a written decision regarding the grievance within five (5) working days of receipt. Copies of the decision will be forwarded to the aggrieved, the staff, and the Clinical Compliance Officer.
2. If the aggrieved is dissatisfied with the decision at step one, the aggrieved may submit a written appeal to the Clinical Compliance Officer. The appeal must be filed within five (5) working days after the receipt of the decision in step one.
3. If the aggrieved is dissatisfied with the decision at step two, they may submit a written appeal to the Deputy Director. The appeal must be filed in writing within five (5) working days after receipt of the decision from step two. The Deputy Director will conduct such investigation as is deemed appropriate. In addition, the Deputy Director will schedule and hold a conference with the aggrieved and any other necessary parties within five (5) working days after receipt of the appeal to step three. The Deputy Director will issue a written decision after five (5) working days from the conclusion of the conference. A copy of said decision will be forwarded to the aggrieved, the staff, the program supervisor, clinical compliance office and to the director.
4. If the aggrieved continues to feel dissatisfied after step three, they may request in writing a step four hearing with the Director. An appeal must be submitted in writing by five (5) working days after receipt of the decision from step three. Within five (5) working days after receipt of the written request for a Step Four, the Director will schedule a hearing. Within five (5) working days after the hearing, a written decision will be submitted to all concerned parties. This decision shall be final and binding. If the aggrieved Client continues to maintain their dissatisfaction with the entire grievance process, they have the right to contact The State of Alaska Department of Health and Social Services: Behavioral Health Unit (DHSS BH) for technical assistance and/or for review of the aforementioned grievance process. At this level, the DHSS BH will take an action deemed prudent or necessary to assist the Client and/or the agency.

Exceptions to the Steps Process:

If the aggrieved Client's grievance involves abuse, neglect, unnecessary seclusion, illicit restraint, sexual assault/abuse, bodily injury and/or life threatening behaviors, the aggrieved maintains the right to have said grievance immediately addressed by the Behavioral Health Director or designee.

MCRC/ Behavioral Health Services Advance Directives Information

*As a consumer of health care, including behavioral health care, you have the right to be informed about and take part in deciding what treatment you receive and/or do not receive. You also have the right to **say in advance** what kind of treatment*

you want or do not want in special, serious psychiatric conditions; this right is called an **Advance Directive and/or a Durable Power of Attorney**.

What is an Advance Directive? An **Advance Directive** is a written statement telling your doctor, psychiatrist, or mental health provider that you do not want to receive certain medication, certain procedures, or see certain providers. You may also offer information about which medications work for you under these circumstances, which doctor/provider you want to see (within reason), what techniques or interventions work best to lessen the crisis and who you would like to make clinical decisions for you if these directives are insufficient or fail (see **Durable Power of Attorney**).

This is called a **“Living Will”** because it takes effect while you are still living. Your **Living Will** takes effect when your condition is determined **and** you become unable to make your own decision.

It is **your** responsibility to give a copy of your **Advance Directive** to your physician, psychiatrist, or mental health provider. Once a health care provider receives a copy of your **Advance Directive**, it becomes part of your permanent medical record at that hospital or clinic. If you leave the State of Alaska, you may need to complete a new **Advance Directive** in the new state to meet that state’s laws (a health care facility can assist you with this new document).

What is a Durable Power of Attorney for Health Care?

You may know how a **Power of Attorney** is used; this legal document is used to give someone else the authority to act on your behalf in certain matters. In this same way, a **Durable Power of Attorney for Health Care** allows for someone else to make health care decisions on your behalf.

The “durable” part of this power of attorney means that you want the power of attorney to continue to be valid and in force even if you become unable to make decisions because of mental or physical problems which happen **after** you sign the document.

In this document, you are able to name a person or persons to have your power of attorney, to make decisions for you if you are unable. You should choose someone that you trust and who knows about what you would want if you become disabled and cannot speak for yourself. If you choose several people to act on your behalf, you must make certain that the people make the decisions **together, not separately**.

A **Durable Power of Attorney for Health Care** authorizes your representative/s to see and let others see any medical information about you. Your representative/s can consent or refuse to consent to medical care or relief from your pain. Your representative/s **cannot** authorize stopping life-sustaining procedures unless you have stated this power in your document. Your representative/s must take all necessary steps to make sure that your wishes (as expressed in your **Advance Directive and Durable Power of Attorney for Health Care**) are followed.

How are my mental health decisions followed in a Durable Power of Attorney for Health Care?

You may choose to allow your representative/s to determine what is best for your mental health care **or** you may fill out the section for mental health treatment on the document.

You may also strike any wording that you do not want. **You must be considered “competent” at the time the document is completed.**

The instructions that you include in this document will be followed **only** if a court, two physicians that include a psychiatrist, or a physician and a professional mental health clinician believe that you are not competent and cannot make treatment decisions.

May I change my mind or decide not to have an Advance Directive or Durable Power of Attorney for Health Care?

You may revoke or change the powers you grant in the power of attorney and the Advance Directive at **any time**. You may make this change in **any way** that you are able to communicate. The change is only effective once you or someone you have told communicates your wishes to your health care provider. Once the health care provider becomes aware of the change, the change or revocation becomes a part of your permanent medical record at that facility.

When you enter the health care service and are given information about **Advance Directives**, you do not have to complete the documents. Your care will not be affected if you do not sign.

If you would like to have an **Advance Directive** you can contact Maniilaq Counseling and Recovery Center/ Social Services at 907-443-4541 to assist you in obtaining one. If you have an **Advance Directive**, please bring a copy of the document to your next visit or appointment at the health care service. This will allow your decisions to become part of your medical record in that facility or service. If you have lost your **Advance Directive**, the health care provider will make every effort to help you find a copy of your document.

**MANIILAQ COUNSELING AND RECOVERY CENTER
BEHAVIORAL HEALTH SERVICES**

CONSENT

I understand that Maniilaq Counseling and Recovery Center (MCRC) providers are here to assist me in my care. I also understand that making change requires work and commitment on my part. Further, I recognize my lack of participation and/or nonattendance impacts providers' ability to serve myself or others. Therefore, I commit to attend appointments and following through with my treatment plan.

I understand my access to treatment may be limited if I do not keep my commitment to my care. I understand if I skip an appointment without informing MCRC Services in advance; my provider(s) may close my file, at 135 days of no active treatment, due to lack of involvement in my care.

I understand as a condition to my receiving treatment and/or services from MCRC may use or disclose my personally identified health information for treatment and/or services, to obtain payment for the treatment/services provided, and as necessary for the operations of MCRC. These uses and disclosures are more fully explained in the Notice of Privacy Practices I will be receiving and which I have had the opportunity to review.

I understand the privacy practices described in the Notice may change over time, and I have a right to obtain any revised Notice of Privacy Practices. If I have not been provided a copy of any revisions I may obtain one by contacting my intake coordinator, clinician, case manager, medical provider, or the Privacy Officer or designee to make such a request. Providers for Behavioral Health Services may be contacted at **(907)442-7640**.

I understand that if I seek psychiatric medication management services, my visits will be accessible to medical providers and pharmacists of MCRC and Alaska Native Medical Center (ANMC). The purpose of this is to provide quality health services and to promote wellness through continuity of care.

I also understand I have the right to request MCRC to restrict how my health information is used or disclosed.

MCRC/BHS does not have to agree to my request for the restriction, but if MCRC does agree, MCRC is bound to abide by the restriction as agreed.

Finally, I understand I have the right to revoke/withdraw this consent, in writing, at any time. My revocation/withdrawal will be effective except to the extent MCRC has already taken action in reliance on my consent for use or disclosure of my health information. Future treatment may be discontinued if I withdraw my consent unless state or federal law requires MCRC to provide such services (i.e. crisis/emergency).

I have received a copy of the Notice of Privacy Practices and consent to the use and disclosure of information as explained in the Notice of Privacy Practices.

Initial

I understand that for Psychiatric medication management services, only, my visits will be accessible to medical providers and pharmacists of Maniilaq Counseling and Recovery Center (MCRC) and Alaska Native Medical Center (ANMC).

Initial

I have received a copy of the Behavioral Health Client Handbook which contains my Rights and Responsibilities, Grievance Procedure and Exceptions to Confidentiality.

Initial

_____ I have received an information sheet about my right to an Advance Directive (If client is over 18 years old). **Initial**

I hereby authorize MCRC/BHS to provide services as are mutually agreed upon by myself or parent/legal guardian and the Behavioral Health Services staff.

Client Printed Name

Client Signature

Date

Guardian Printed Name

Guardian Signature

Date

BHS Staff Printed Name

BHS Staff Signature

Date