***BAYSHORE COUNSELING SERVICES***

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| **Client Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Client** **ID# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**CLIENT HANDBOOK & ORIENTATION CHECKLIST**

1. Consent to treat
2. General Program Structure and Services
3. Expectations and Responsibilities of persons served
4. Benefits and Risks of Counseling
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17. Client Rights
18. Privacy Standards Client Notification-Health Insurance Portability and Accountability Act of 1996 (HIPAA)

**Client Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Client ID#\_\_\_\_\_\_\_\_\_**

**INFORMED CONSENT FOR TREATMENT, COOPERATION WITH TREATMENT AGREEMENT, ACKNOWLEDGEMENT OF RECEIPT OF AND UNDERSTANDING OF INFORMATION CONTAINED IN CLIENT HANDBOOK.**

 I consent to receive counseling services from Bayshore Counseling Services for Mental Health and/or Substance Abuse. I will discuss the nature and purpose of my counseling and approximate length of stay with my counselor. I understand that, while there are clear benefits to receiving services, desired outcomes are not guaranteed. I have been provided the opportunity to ask questions throughout this process. I agree to follow all of the rules described and am aware of my rights and responsibilities in the program. To ensure continuity of care I understand that Bayshore Counseling Services will utilize *SureScripts* to access my medications list. I understand that I can revoke my agreement with any and all conditions listed in this document, but understand that may result in being transferred or referred to another facility.

Clients under the age of 18 (Minor children 14 and over may consent for counseling, however may not consent for psychiatric services without parental consent until the age of 18).

**I attest that I am the custodial Parent. \_\_\_\_ (initial)**

**Yes\_\_\_ No\_\_\_ NA\_\_\_ There are no legal/custody issues preventing my child from receiving services.**

**Yes\_\_\_No\_\_\_\_NA\_\_\_I have provided a copy of custody agreement to Bayshore Counseling Services, if applicable. \*Custody agreement paperwork needed only for children seeking Mental Health counseling.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Client Signature:** |  | **Date:** |  |
| **Parent/Legal Guardian:** |  | **Date:** |  |
|  |

 **Staff signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\*All parents of minor children are expected to remain at the Bayshore building while their child is in session as the counselor may need to speak with you. Exceptions will be made if your child is 14 and above.**

**I have read the contents of the Orientation Handbook and Guide and have been offered opportunities for clarification, discussion, and questions.**

***BAYSHORE***

***COUNSELING***

***SERVICES***

**CLIENT ORIENTATION**

**Guide**

**“Encouraging Healthy Lifestyles”**

**1634 Sycamore Line**

**Sandusky, Ohio 44870**

**419-626-9156**

**FAX: 419-621-0099**

**Ottawa County Office**

**304 Madison St.**

**Port Clinton, Ohio 43452**

**419-734-5535**

The mission of Bayshore Counseling Services is to create a system of care that will engage individuals in prevention, mental health, and recovery services; promoting a recovery and strength based philosophy, in order for persons to become healthy community participants.

**PROGRAM ORIENTATION**

 Bayshore provides counseling for persons experiencing Mental Health concerns, Alcohol/Drug/Gambling concerns, and Prevention services. We also employ Peer Supports who are able to help you using their own “lived life experience”. Bayshore also has a Psychiatrist who is able to provide Medication services for persons 16 years and older.

**GENERAL PROGRAM STRUCTURE**

It is often said that initiating counseling is the hardest step. Initiating counseling demonstrates courage and commitment, which are qualities necessary to bring about positive change. Thank you for choosing Bayshore Counseling Services to be a part of your self-care and growth process. We are committed to providing you with the best possible care. Today’s appointment will take approximately 60 minutes. The counselor who does your initial assessment will be your primary counselor.

 This document is intended to inform you of our policies, State and Federal Laws and your rights as a client. It serves as a contract between you and your counselor as you begin a therapeutic relationship together.

 **Expectations and Responsibilities of the Person Served**

The counselor’s job is to provide assessment and counseling and work conjointly with you to develop treatment goals. It is true that counseling success depends on the client actively wanting to change. Counseling is not an exact science, and at times the counselor, in consultation with you, may need to revise the goals of treatment. The comprehensive assessment will be carried out at the time of intake, and other information may be added later for further clarification. Unless otherwise stated, all counseling sessions are approximately 30- 60 minutes long. A group session may be 1 hour to 3 hours. Your counseling will end when you have received what you were seeking from counseling, when you have realized the maximum benefit from the services, or when you are not likely to benefit from counseling. You have a right to refuse any recommended services or modality of change, including the right to terminate therapy at any time.

You are expected to attend your recommended sessions and to participate in group activities and individual sessions; follow the program rules and complete any intervention/treatment plan assignments. You are encouraged to participate actively and fully in your own treatment. Many counselors will assign homework activities – for example, reading or attending a community meeting. You are encouraged to follow through with as many of these assignments as possible. In addition, keep your counselor apprised when you cannot complete out-of-session assignments so that the two of you can make a new plan. Also, if you feel you do not fully understand something, ask your counselor for clarification. Clients who take an active approach to their treatment are likely to make more therapeutic progress than those who are passive. We strongly encourage the involvement of family members that you wish to have attend and who can be supportive of your treatment and efforts. With that being said, **please do not bring your young children into the therapy session.** It is very distracting to you and your therapist while discussing serious topics if you need to attend to your child.

During the course of treatment, your counselor will help you if you feel unstable, depressed, angry or upset in any way. The counselor will talk with you and help you to calm down; however, we may need to have you speak with a Hotline worker if we believe that hospitalization would be helpful. We may also contact our psychiatrist if you have seen him at our agency, as well. If your behavior is out of control and you become violent and/or aggressive towards others, we will call the police.

Upon completion of your treatment plan, we will provide you with a continuing care plan and information about other community resources you might need. We will provide reports to the court and legal system and attend court on your behalf as needed and according to specific program guidelines. When working with the legal system or attending court, we will provide information about your progress or lack of progress, attendance and drug screen results. Incentives may be program specific and we will make you aware of this if applicable and appropriate.

If you are mandated or court ordered to treatment, participation is expected. We will have you sign a Release of Information as we are required to report your attendance, participation, and results of your drug screens to the court or to your probation officer.

 You may be asked to provide urine specimens on a random or unscheduled basis for drug screening if you are here for drug and/or alcohol concerns. Submitting specimens that test negative for addictive substances is a program requirement throughout your participation in any Bayshore Counseling Services Program. Refusal to provide a urine specimen is considered a positive screen.

**Cancellations/No Show Policy**

 We would ask that you attend your scheduled appointments. Due to a high demand for counseling

 appointments, we ask that you give us at least 24 hour notice if you need to cancel.

**Feedback**

We welcome your input regarding our services. During your time with us we will also ask you to complete a satisfaction survey. Upon discharge from the program, whether successfully discharged or not, we will attempt to follow up with you to determine your needs for any further services or referrals and to ask you about your satisfaction with our services. This input will allow us to determine how we can improve our services and program outcomes. We would also encourage you to let your therapist know your thoughts about your services. Please give us suggestions on how we can improve our services.

**Risks & Benefits of Counseling**

Before giving your consent for mental health and/or alcohol/ drug services counseling, it is important that you are informed of possible risks and benefits of treatment. Counseling provides you with an opportunity to work with someone who is passionate about working with you to improve whatever set of circumstances brought you to therapy. Typical benefits from counseling can be: An improved ability to relate with others, a clearer understanding of self, values and goal, increased academic, and productivity, gaining control of your addiction, and an ability to deal with everyday stress. Taking personal responsibility for working with these issues may lead to greater growth. While no one can guarantee or promise a specific outcome, there are a number of positive outcomes that can result from both short-term and long-term counseling. The extent of benefits usually depends on such factors as the specific issues or difficulties you hope to address, the severity of your issues, how good a fit you and your counselor are, the goals you have set, and the degree to which you follow through with treatment (i.e., your readiness to make the needed changes, your expectations of counseling). It is also true that not every counselor is a good match for every client. Since the quality of the client-therapist relationship is critically important to your success, you and your therapist must be a good fit. If you do not think you and your therapist are working well together, let him or her know.

Like any healthcare service, there are also potential risks associated with counseling. During counseling, remembering or talking about unpleasant events, feelings, or thoughts can result in your experiencing considerable discomfort or strong feelings (such as anger, sadness, worry or fear), or experiencing anxiety, depression, insomnia, etc. Counseling may challenge some of your assumptions or perceptions, or pose different ways of looking at or thinking about or handling situations. Any of these changes can cause you to feel upset, angry, depressed, challenged or disappointed. Attempting to resolve issues that brought you to therapy in the first place may result in changes that were not originally intended. Therefore, it is most likely that you may feel worse before you feel better. This is temporary, and a normal part of the process towards personal growth and change.

**Health and Safety**

It is the intent of Bayshore Counseling to provide a safe and healthy environment for our clients, guests, and employees.

The counselor that you see will show you around the building, taking note of the fire and emergency exits, fire extinguishers, first aid kits, and bathroom facilities. As part of our **Health and Safety** program, we conduct fire and hazardous weather evacuation drills. If an evacuation occurs, whether it is a drill or real emergency, please stay with your staff member. Staff will lead you through the evacuation route to a designated meeting place. Here attendance will be taken for safety personnel and further instructions will be given.

Bayshore does not use any type of seclusion or restraints in our facilities. Our buildings are **smoke free, which includes tobacco and electronic cigarettes/vaping.**  You may smoke outside in our designated smoking areas. Bayshore also prohibits any illegal or legal substances, which may include prescription medication brought into the buildings. Bayshore prohibits any weapons in our buildings.

It is Bayshore’s intent to address the needs and protect the rights of our clients, staff, and guests with regard to infectious disease. In order to control the spread of disease, we ask that all clients, staff, and guests wash their hands; after eating, using the bathroom, or smoking, and as often as necessary to keep hands clean. All counselors have hand sanitizers in their offices and in the group rooms. If you are feeling feverish and achy (fluish), we would request that you cancel your appointment for the day in an effort to keep yourself and others well and healthy.

If you are under the influence of drugs or alcohol, Bayshore will take appropriate actions to ensure the safety of other clients, guests, and staff. We may have you leave group if you are disruptive. We may need to contact emergency services or the police in an effort to make sure you get home safely.

**Medical emergencies**

* 911 will be called

You are not expected to provide assistance if there is a medical emergency. Your responsibility is to notify the staff immediately of the nature of the emergency and the staff will take any and all appropriate action including:

* When Fire Rescue/EMT arrives, staff will provide them with client demographic information and client medical history including a list of client current medications and client actual prescriptions.
* For fires and other disasters, including fire drills, etc., it is expected that you follow all instructions and directions given by staff and leave the building by the emergency exits or as instructed by staff.

**For threatening or violent emergency situations:** In the event of threatening or violent emergency situations, it is Bayshore Counseling Services policy to contact law enforcement and to take steps to ensure the safety of staff and clients.

**Counselor Qualifications and Ethics**

All of the counselors at Bayshore have degrees in either social work or counseling. They are all licensed in the state of Ohio to provide counseling services. The counseling staff must adhere to a **Code of Ethics** developed by the state and the Ohio Counselor and Social Work Board. Please know that your welfare is always our primary concern. Staff is not allowed to accept monetary gifts from clients. Staff cannot have personal/social relationships with any client who is currently receiving services or has received services in the past from Bayshore Counseling Services. This would also include “friending” on Facebook or other social media.

 The counseling staff provides services to adults, children, and adolescents and are experienced in individual, family and couple, and group therapies. Our counselors use evidence-based approaches which include Cognitive Behavioral and Motivational counseling methods, along with EMDR (Eye Movement Desensitization Reprocessing). Our Addiction groups are based on the Stages of Change method.

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 **Code of Ethics**

Bayshore Counseling Services is committed to providing quality services provided by qualified providers while promoting the following ethical principles:

* Competence: Maintain a qualified staff that meets education, training and experience requirements; stay current with developments in individual practice areas; and continue ongoing professional education.
* Integrity: Promote honesty, fairness, and respect among staff members, individuals, and the public.
* Professional Responsibility: Promote professional standards of conduct; including personal conduct to the extent it affects the professional activities of a staff member or the reputation of the organization.
* Respect for the Rights, Dignity and Welfare of Others: Protect the autonomy, rights, health and safety, diversity and autonomy of staff, clients, and public.
* Social Responsibility: Comply with the law and encourage the development of social policies that best serve the interests of individuals and the public. We will work towards the removal of barriers to access treatment services whenever possible.
* Legal Responsibility: Comply with all applicable regulations, statutes, and standards as required by our funding sources.
* Scope of Practice: Promote quality care by accepting referrals only within individual scope of competence and making referrals based on individual need; Bayshore will not abandon individuals and will make appropriate referrals of individuals whose needs cannot be reasonably met.

**HOURS OF OPERATION, ACCESS AFTER HOURS & EMERGENCY COUNSELING SERVICES**

Bayshore Counseling Services hours of operation are as follows:

8 a.m. to 5 p.m. Monday through Friday; other individual and group hours by special appointment. Hours of operation are determined in a way that accommodates the needs of those being served.

If you feel like you are in crisis, you may call your counselor, however, if your counselor is not able to speak with you due to scheduling of other clients, we would encourage you to contact the Mental Health Hotline at 1-800-826-1306 or go to Firelands Emergency Room or the nearest emergency room.

For a Mental Health emergency **after hours**, please contact the Mental Health Hotline at 1-800-826-1306 or go to the nearest Emergency Room. Your welfare is always our primary concern.

**PROGRAM SCHEDULE AND FEES**

All programs operated by Bayshore Counseling Services are made available to you without discrimination based on your ability to pay. As a client of Bayshore Counseling you can expect to receive services from professional staff that are committed to providing you with a positive treatment experience.

Bayshore Counseling Services, Inc. is a private, non-profit behavioral health care agency providing services to adults, children and families who are experiencing emotional or substance abuse problems.

Through our contract with the Mental Health and Recovery Board of Erie and Ottawa Counties, we are able to offer subsidized services to those persons or families with annual incomes below predefined g­uidelines who are unable to afford to pay the total cost of treatment. In order to apply for payment help, two conditions must be met. First, we must receive verification of your income to determine whether or not you qualify for the subsidy. Second, we must use all other means of payment, including private insurance, before subsidy can be requested.

The family income listed on the Financial Information Form will be used to determine whether you are eligible for a reduced fee. You may decline to disclose your income and pay our full fee, if you wish.

Additionally, you will be asked to provide information about any insurance coverage that might help pay all or part of the cost for services. It is the responsibility of the client to contact their insurance company to determine if their services will be covered. Clients who do not wish to use their insurance and/or assistance programs will be charged the full fee.

**For clients who are not eligible for a subsidized fee: it is extremely important that you contact your insurance carrier to determine whether services will be covered. Please note: Any balance not paid by insurance is the client’s responsibility.**

**For those who have Medicare: Bayshore Counseling Services does not employ any Medicare approved providers therefore Medicare will not pay for your services. Depending on whether or not you qualify for the sliding fee scale, you may be 100% responsible for these services.**

**Bayshore Counseling requests that insurance co-pays and/or responsible fee percentage based on the sliding fee scale be paid at the time services are rendered so that fees do not become a financial burden.** A copy of the agency fees are listed below. Failure to make payments may result in suspension of services.

Please feel free to discuss any questions or concerns about our fees or your payment with your therapist and/or the billing department.

**SERVICES RATES EFFECTIVE JAN 1, 2018**

|  |  |  |
| --- | --- | --- |
| **SERVICE** | **RATE** | **UNIT** |
| Diagnostic Assessment | $111.11 | PER OCCURRENCE |
| Psychotherapy-Individual 46-60 minutes | $102.31 | PER OCCURRENCE |
| Psychotherapy-Individual 31-45 minutes | $69.74 | PER OCCURRENCE |
| Psychotherapy-Individual 30 minutes | $53.64 | PER OCCURRENCE |
| Psychotherapy-Group (Mental Health) | $21.63 | PER OCCURRENCE |
| Group (Alcohol/Drug) – 1 hour minimum | $28.84 | PER HOUR |
| Assessment-Psychiatric | $144.35 | PER OCCURRENCE |
| Medication Services | $48.97 | PER OCCURRENCE |
| Drug Screen Collection | $14.48 | PER OCCURRENCE |
| Driver Intervention Program | $305.00 | 72-Hour Program |

\*\* Bayshore Counseling Services sends all drug screens to Millennium Health to be processed for results. We will provide your health insurance information to Millennium Health who will bill your insurance company for this service. Clients may receive invoices from Millennium Health. Please discuss these invoices with your counselor. Waiver forms are available, upon request, for those who qualify.

**CONFIDENTIALITY AND LIMITS OF CONFIDENTIALITY**

All counseling services are confidential as mandated by the law, which includes HIPAA and 42CFR. There are few **exceptions to confidentiality** that you need to be aware of. The following are legal/ethical exceptions to confidentiality:

* Clear and imminent danger to self or others (i.e., potential violence to self or others, suicidal or homicidal intent/behavior, life-threatening behavior). Counselors and social workers have a “duty to warn” if they believe that you have intent to harm someone. If you have thoughts about harming yourself, your counselor will help you develop a Personal Safety Plan, call a trusted family member or friend, have you call the Crisis Hotline, and/or contact an emergency vehicle to transport you to the hospital.
* Any abuse and/or neglect of minors, elderly, or developmentally disabled/mentally handicapped individuals. Your counselor is mandated by law to call Children’s Services or Adult Protective Services to report abuse and/or neglect.
* When a client provides written permission (Release of Information Form).
* If a judge mandates a release of information (subpoena).
* If a client sues a counselor or makes false charges against a counselor.

**Minor Clients**

Minors (children or adolescents under the age of 14 years) and adults who have been adjudicated incompetent in a court of law do not have a legal right to enter into contracts; thus, the parents or guardian control their legal rights. At the same time, counselors have an ethical obligation to the clients themselves. Although parents and guardians have a legal right to know the contents of their children’s counseling sessions, it is imperative to understand the critical nature confidentiality plays in the effectiveness of treatment. If your child is here for drug/alcohol concerns, 42CFR protects the confidentiality of the youth being served, and they must sign a release of information to have information relayed to the parent from their therapist.

**Advance Directives for Mental Health Treatment**

An Advance Directive is a legal document that empowers you to state your treatment preferences and name a person (proxy) to act for you when medical and mental health professionals determine that you are not able to make informed health care decisions. If you need further information, you may request

it at the front desk.

**TRANSFER OF SERVICES**

We understand that there may be a need to transfer your care to a more intensive level of care location for substance abuse treatment, medical and mental health needs. The staff at Bayshore will help make arrangements for your transfer with your permission.

**TRANSITION/DISCHARGE**

* When clinically indicated, transition and discharge planning begins at assessment and when your treatment goals have been identified.
* When your goals have been completed and achieved, you may be ready for discharge.
* We will work with you to identify ongoing needs and wishes when you are discharged from our programs and will help you find resources for those needs.
* A transition plan will identify your strengths, needs, abilities, and preferences, as well as your treatment at Bayshore and progress made. This plan can be sent to a referral source if you wish.
* Your counselor will make referrals to any additional needed services at your request. (See transfer of services above).
* **Involuntary Termination:** Although termination is mutually agreed upon in most cases, the ultimate decision might be made independently by either the counselor or the client, depending on the circumstances. If you do not participate or attend your counseling sessions, you may be discharged from your program. If this happens and you want to return to services, you will need to speak with your counselor or a supervisor before returning. If you need services that we are unable to provide, or need a higher level of care than we can provide, your counselor will make a referral for those additional and new services.
* When a person is discharged or removed from a program for aggressive and/or assaultive behavior, follow up occurs to ensure linkage to appropriate care within 72 hours post-discharge. For example, we may contact and facilitate transportation to local hospital or involve local police department.
* A written discharge summary is provided for all persons terminating services.

 **RECORDS**

Legally and ethically, we are required to keep records of all our interactions. Your counseling records (both paper and electronic) are safe at Bayshore. Legally, you have right to see all information generated between us. You must provide explicit permission for information to be revealed, unless the law specifies otherwise (see exceptions to confidentiality).Thus, with your written consent, we will provide information to anyone with legitimate need. You are also entitled to a copy of any records generated in this office. Bayshore keeps records for 7 years past the date of the last contact. Then, because of space and privacy concerns, records are destroyed in compliance with state law and professional ethics. There is a small fee for requested copies.

Included in this guide are our Privacy and HIPAA statements regarding your records and confidentiality.

**Complaint/Grievance/Appeal Procedure**

Bayshore Counseling understands that differences or disagreements may arise between the client and your clinical provider, or that you may have a concern regarding the overall operations of the agency. It is the goal of Bayshore to handle all complaints professionally and work with you for a timely resolution.

Complaints should initially be directed towards the primary counselor from whom you are receiving services. If your complaint is about your counselor, you should contact the counselor’s immediate supervisor.

 If you wish to file a formal complaint (grievance) for a specific program, you may contact the grievance officer during regular agency hours. The complete Grievance Procedure is available upon request from the Front Desk.

**Non-Retaliation**

It is a strict policy of Bayshore that the complaint will not result in retaliation towards the complainant, create a barrier to the provision of services, or the refusal on the part of Bayshore employees to provide the availability or assistance to the person making the complaint.

**Each person served shall be entitled to the following rights**:

1. To be treated with dignity as a human being; courteously and in a manner befitting and respecting his or her age.

2. To have the same legal rights and responsibilities as any other person unless otherwise limited by law.

3. To have the right to due process review when any limitation to rights is proposed or alleged to have taken place.

4. To give informed consent or refusal, and / or an expression of choice regarding types and manner of service delivery, release of information to others, use of additional or concurrent services, and involvement in research projects.

5. To receive services regardless of gender, race, creed, marital status, national origin, disability or age.

6. To be free from physical, verbal, mental and sexual abuse and neglect, and humiliation; to be free from financial exploitation; to be free from retaliation for reports or grievances.

7. To receive appropriate humane and high quality services and supports as determined by the person’s support team, which may include, but not be limited to, the person, parents, guardian or authorized representative, and to give informed consent or refusal regarding the composition of the support team.

8. To receive these services and supports in the most integrated setting appropriate for the person’s particular needs.

9. To have access to state rules, policies and procedures pertaining to services and supports; to have access to legal representation; to have access to advocacy support services and self-help support services.

10. To have access to personal records, including information needed to make decisions in sufficient time to facilitate decision-making.

11. To have personal records maintained confidentially.

12. To have personal privacy within the agency setting and at home if services occur there.

13. To have services, supports and personal records explained so that they are easily understood.

14. To a fair and impartial investigation and resolution of alleged infringement of rights and any other legal rights.

**PRIVACY STANDARDS CLIENT NOTIFICATION – HEALTH INSURANCE PORTABILITY AND ACCOUNATABILITY ACT OF 1996 (HIPAA)**

**BAYSHORE COUNSELING SERVICES**

**NOTICE OF PRIVACY PRACTICES**

**Effective Date:** **April 14, 2003**

1. **THIS NOTICE DESCRIBES HOW MEDICAL & BEHAVIORAL HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN OBTAIN ACCESS TO THIS INFORMATION. PLEASE REVIEW CAREFULLY.**

**II. Bayshore Counseling Services’ Duty To Safeguard Your Protected Health Information.**

Individually identifiable information about your past, present, or future Behavioral Health and / or medical condition; the provision of treatment services to you, or payment for the health care is considered **“Protected Health Information” (“PHI”).** We are required, to extend certain protections to your **PHI**. Except in specified circumstances, we must use or disclose only the minimum necessary **PHI** to accomplish the intended purpose of the use or disclosure.

We are required to follow the privacy practices described in this Notice; **we reserve the right to amend our privacy practices and the terms of this Notice at any time it becomes administratively or legally necessary.** If we make any revision, we will post a new Notice in the reception/ lobby areas of all of our treatment sites.

**III. How We May Use and Disclose Your Protected Health Information.**

We use and disclose **PHI** for a variety of reasons. We have a limited right to use and / or disclose your **PHI** for purposes of treatment, payment, or our health care operations, such as, but not limited to, clinical supervision, quality assurance, audits. For uses beyond these, we must obtain your written authorization unless the law permits or requires us to make the use or disclosure without your authorization. If we disclose your **PHI** to an outside entity in order to perform a function on our behalf, we must have in place an agreement from the outside entity that it will extend the same degree of privacy protection to your information that we must apply to your **PHI.** However, the law provides that we are permitted to make some uses / disclosures without your consent or authorization. The following offers more description and examples of our potential uses / disclosures of your **PHI.**

 **⧫ Uses and Disclosures Relating to Treatment, Payment, or Health Care Operations.** Generally, we may use or disclose your **PHI** as follows:

**⧫ For Treatment:** We may disclose your **PHI** to **counselors / therapist / case managers, clinical supervisors, quality assurance committee members, appropriate administrators, appropriate support staff.** Your **PHI** may also be shared with outside entities performing ancillary services relating to your treatment, such as, drug screening lab, or Erie & Ottawa Mental Health & Recovery Board, which is involved in the provision and / or coordination of your treatment needs.

**⧫ To Obtain Payment:** We may use or disclose your **PHI** in order to bill and collect payment for your health care services. For example, we may release your **PHI** to your private insurer, the Medicaid program, the local Erie & Ottawa Counties Mental Health & Recovery Board through the Multi-Agency Community Information Services System (**MACSIS/GOSH)** to get paid for services we provided to you.

**⧫ For Health Care Operations:** We may use / disclose your **PHI** in the course of operating our non-profit outpatient community mental health -chemical abuse/dependency education & treatment center, and ancillary programming. For example, we may use your **PHI** in evaluating the quality of services provided, disclose your **PHI** to outside entities for purposes of auditing, and / or to our attorneys for legal opinions. Release of your **PHI** to the Multi-Agency Community Services Information System **(MACSIS/GOSH)** and / or State agencies might also be necessary to determine your eligibility for publicly funded services.

**⧫ Uses and Disclosure Requiring Authorization:**

For uses and disclosures beyond treatment, payment and operations purposes we are required to obtain your written authorization, unless the use or disclosure falls within one of the exceptions described below. Authorizations can be revoked at any time to stop future uses / disclosures except to the extent that we have already undertaken an action in reliance upon your authorization. There may be some restrictions to the revocation right if you have authorized the release of information to legal entities, such as, Courts, Probation / Parole Officers, the possible restriction will be explained to you prior to your giving written authorization.

**⧫ Uses and Disclosures of PHI from Behavioral Health Records Not Requiring Consent or Authorization:**

The law provides that we may use / disclose your **PHI** from Behavioral Health Records without consent or authorization in the following circumstances:

 **⧫ When Required by Law:**

We may disclose **PHI** when a law requires that we report information about suspected abuse, neglect or domestic violence, or relating to criminal activity,or in response to a court order. We must also disclose **PHI** to authorities that monitor compliance with these privacy requirements.

**⧫ For Public Health:** We may disclose **PHI** when we are / may be required to collect information about disease or injury, or to report vital statistics to the public health authority, or other agencies responsible for monitoring the Behavioral HealthCare Systems for such purposes as reporting or investigation of unusual incidents.

**⧫ In the Case of Medical Emergency:** We may disclose relevant **PHI to medical personnel** in the event you experience a medical emergency while on BCS property and / or during the course of a treatment session.

**⧫ To Avert Threat to Health or Safety:** In order to avoid a serious threat to health or safety, we may disclose **PHI** to law enforcement or other persons who can reasonably prevent or lessen the threat of harm.

**⧫ For Research Purposes:** In certain circumstances we may disclose relevant **PHI** to Erie & Ottawa Counties Mental Health & Recovery Board, Ohio Department of Mental Health, Ohio Department of Alcohol and Drug Addictions Services and their designees in order to assist in Behavioral Health research.

**⧫ Uses and Disclosures Requiring You to Have an Opportunity to Object:**

In the following situations, we may disclose a limited amount of your **PHI** if we inform you about the disclosures in advance and you do not object, as long as the disclosure is not otherwise prohibited by law. However, if there is an emergency situation and you cannot be given your opportunity to object, disclosure may be made if it is consistent with any prior expressed wishes and disclosure is determined to be in your best interests. You must be informed and given an opportunity to object to further disclosure as soon as you are able to do so.

**⧫ To Family, Friends, Others Listed as Emergency Contacts in Your Treatment Records:** We may share relevant **PHI** with these people to notify them about your general condition, location, or death.

**IV. Your Rights Regarding Your Protected Health Information (PHI).** You have the following rights relating to your **PHI:**

**⧫ To Request Restrictions on Uses and Disclosures:** You have the right to ask that we limit how we use or disclose your **PHI.** We will consider your request, but are not legally bound to agree to the restrictions. To the extent that we do agree to any restrictions on our use / disclosure of your **PHI**, we will put the agreement in writing and abide by it except in emergency situations. We cannot agree to limit uses / disclosures that are required by law.

**⧫ To Choose How We Contact You:** You have the right to ask that we send you information at an alternative address or by alternative means. We must agree to your request as long as it is reasonably easy for us to do so.

**⧫ To Inspect and Copy Your PHI:** Unless your access is restricted for clear and documented treatment reasons, you have the right to see your **PHI** upon your written request. We will respond to your request within 30 days. If we deny your access, we will give you written reasons for the denial and explain any right to have the denial reviewed. If you want copies of your **PHI**, a charge for the copying may be imposed, depending on your circumstances. You have a right to choose what portions of your **PHI** you want copied and to have prior information on the cost of the copying.

**⧫ To Request Amendment to Your PHI:** If you believe that there is a mistake or missing information in our record of your **PHI**, you may request, in writing, that we correct or add to the record. We will respond within 60 days of receiving your request. We may deny your request if we determine that the **PHI** is: (I) correct and complete; (ii) not created by us and / or not part of our records, or (iii) not permitted to be disclosed. Any denial will state the reasons for denial and explain your rights to have the request and denial, along with any statement in response that you provide, appended to your **PHI.** If we approve the request for amendment, we will change the **PHI** and so inform you, and tell others that need to know about the change in the **PHI**

**⧫ To Find Out What Disclosures Have Been Made:** You have the right to obtain a list of when, to whom, for what purpose, and what content of your **PHI** has been released other than instances of disclosure: for treatment, payment, and agency operations. The list will not contain disclosures made prior to April 2003. We will respond to your written request for such a list within 60 days of receiving it. Your request can relate to disclosures going as far back as six (6) years **(This law takes effect in April 2003; so in 2009 we would be required to go back six (6) years.)**  There

will be no charge for up to one such list each year. There may be a charge for more frequent requests.

**⧫ To receive this Notice:** You have a right to receive a paper copy of this Notice.

**V. Contact Person for Information, or to Submit a Complaint:**

If you think we may have violated your privacy rights, or you disagree with a decision we made about access to your **PHI**, you may file a complaint with:

**Henrietta Whelan, Privacy Officer, Bayshore Counseling Services, 1634 Sycamore Line**, **Sandusky, Ohio 44870 Telephone: (419)-626-9156; Fax: (419)-621-0099**

**Or you may submit a complaint to:**

**Regional Manager, The Office for Civil Rights U. S. Department of Health and Human Services, 233 N. Michigan Ave., Suite 240, Chicago, IL 60601 Voice Phone: (312) 886-2359 Fax: (312) 886-1807 TDD: (312) 353-5693**

 Bayshore Counseling Services will take no retaliatory action against you if you make any complaints.

***Mental Health & Recovery Board of Erie & Ottawa Counties***

**416 Columbus Ave. Sandusky, Oh 44870 Telephone: 419-627-1908 Fax: 419-627-0769**

EFFECTIVE DATE OF THIS NOTICE: 04/14/2003

**PRIVACY NOTICE**

**This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review carefully.**

**If you have any questions about this Notice, please contact Beth B. Williams at above telephone number**

OUR PRIVACY PROMISE TO YOU

At The Mental Health & Recovery Board of Erie & Ottawa Counties (hereafter referred to as MHRB) we understand that medical information about you and your health is personal. We are committed to protecting medical information about you and safeguarding that information against unauthorized use or disclosure. We are required by law to: 1) assure medical information that identifies you is kept private; 2) give you Notice of our legal duties and privacy practices with respect to medical information about you; and, 3) follow the terms of the Notice that is currently in effect. This Notice will tell you about the ways in which we may use and disclose medical information about you. We also describe your rights and certain obligations we have regarding the use and disclosure of your medical information. The Notice applies to all of the records that we have related to your care.

WHY WE COLLECT PERSONAL HEALTH INFORMATION?

We collect personal information to:

• Determine eligibility for health care coverage

• Provide benefits and pay claims

• Conduct our service evaluation programs

• Provide other information for planning and improving mental health and substance abuse services in the community

We may also be required to collect and keep certain information so that we meet legal and regulatory requirements. We keep this information after a client's health care coverage ends.

WHAT TYPES OF INFORMATION WILL BE COLLECTED?

We ask people seeking benefits to provide certain information when they complete an enrollment form. This information may include, for example:

• Name, Address, Phone, Date of Birth, Marital Status, Social Security Number, Family Income

We may also receive personal information about you from others, such as:

• Health care providers (doctors, clinics, hospitals)

• Other ADAMH Boards that provide coverage to our clients

• Business partners (companies with whom we have arrangements to assist us in providing products and services)

• Other government agencies (criminal justice system, child welfare, juvenile justice, etc.)

The information we collect from others may include, for example, eligibility, claims and payment information. We create and maintain a record of your enrollment in the public mental health and or drug addiction and substance abuse system of the State of Ohio, and maintain records of payment for treatment you receive in the public system. We may also receive information from your treatment provider related to your diagnosis, treatment and progress in recovery, and any major unexpected emergencies or crises you may experience that help the Board to plan for and improve the quality of services for the region’s citizens.

HOW WE MAY USE AND DISCLOSE INFORMATION ABOUT YOU

When you receive services paid for in part or in full by the MHR Board, we may use your personal information for such activities as conducting our normal board business known as health care operations. If you have a guardian or a power of attorney we will provide the information to your guardian or attorney in fact. Examples of how we use your information include:

**Payment for Mental Health Services** – We keep records that include payment information and documentation of the services provided to you. Your information may be used to obtain payment for your services from Medicaid, insurance or other sources. For example, we may disclose personal information about the services provided to you to confirm your eligibility for Medicaid and to obtain payment from Medicaid.

**Health Care Operations** – We use personal information to train staff, manage costs, conduct required business duties, and make plans to better serve you and other community residents who may need mental health or substance abuse services.

**Other Services We Provide** We may also use your personal information to:

● Review and evaluate the quality, effectiveness, and efficiency of the services you have received;

● Conduct program and fiscal audits of programs who have provided you with services;

● Investigate major unusual incidents, report these kinds of incidents. and take steps to protect your health and safety;

● Prepare reports required by the Ohio Dept. of Mental Health, the Ohio Dept. of Alcohol & Drug Addiction Services and the Ohio Dept. of Job and Family Services;

● Contact you for assistance in passing levies, unless you notify the MHR Board that you do not wish to be contacted for these purposes.

**Sharing Your Personal Information**

There are limited situations when we are permitted or required to disclose personal information without your signed authorization. These situations are:

● To protect victims of abuse, neglect, or domestic violence;

● To reduce or prevent a serious threat to public health and safety;

● For health oversight activities such as investigations, audits, and inspections;

● For local, state, federal agencies to monitor your services;

● For lawsuits and similar proceedings;

● For public health purposes such as reporting communicable diseases, work-related illnesses, or other diseases and injuries permitted by law; reporting births and deaths, and reporting reactions to drugs and problems with medical devices;

● When required by law or requested by law enforcement as required by law or court order, except as limited by laws regarding disclosure of alcohol and other drug treatment;

● To coroners, medical examiners, and funeral directors or organ and tissue donation;

● For workers’ compensation or other programs if you are injured at work and are covered by workers’ compensation or other programs;

● For specialized government functions such as intelligence and national security;

All other uses and disclosures, not described in this notice, require your signed authorization. You may revoke your authorization at any time with a written statement.

WHAT RIGHTS DO YOU HAVE CONCERNING YOUR PROTECTED INFORMATION?

You have the following rights regarding the medical information we maintain about you:

• Right to Request Restrictions**.** You have the right to request a restriction or limitation on the medical information we use or disclose about you for treatment, payment or health care operations. You also have the right to request a limit on the medical information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend.

• Right to Request Confidential Communications**.** You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail.

• Right to Inspect, Copy or Amend. Our clients can access the personal information we collect upon request. Under certain circumstances, we may not share information that we collected, for example, if the information is the subject of a lawsuit or legal claim or if release of the information may present a danger to you or someone else. We try to keep client information correct and current. However, if you feel that any personal information we have about you is inaccurate, please let us know.

• Right to an Accounting of Disclosures. You have the right to request an accounting of disclosures made of your personal information that were not related to our business operations or your authorization. Under certain circumstances, we may not share information that we collected, for example, if the information is the subject of a lawsuit or legal claim or if release of the information may present a danger to you or someone else.

• Right to a Paper Copy of Notice. You have the right to a paper copy of this Notice.

To exercise any of your rights described in this paragraph, please contact the Board Privacy Officer, Beth B. Williams, at the address or phone number listed at the top of this notice.

HOW WE SAFEGUARD YOUR PROTECTED INFORMATION?

We maintain physical, electronic and procedural safeguards that comply with applicable federal and state laws and regulations to guard your personal information against unauthorized use or disclosure. We also restrict access to your personal information to those employees who need to know the information in order to perform their job duties. The Board maintains policies and procedures that prohibit employees and agents of the MHRB from using, disclosing, transferring, providing access to or otherwise divulging client health information to any person or entity other than to the individual who is the subject of the information.

CHANGES TO THIS NOTICE

We reserve the right to change this Notice. We reserve the right to make the revised or changed Notice effective for medical information we already have about you as well as any information we receive in the future. We will post a copy of the current Notice at the Board Office. The Notice will contain on the first page at the top, the effective date. In addition, each time there is a change in the Notice, you will receive a copy by mail at the last known address we have in our plan enrollment file.

COMPLAINTS

If you have a complaint about our Privacy policies and procedures or you believe your privacy rights have been violated, you may file a complaint with the MHRB or with the Secretary of the Department of Health and Human Services. To file a complaint with the MHRB, contact the Privacy Officer at the address at the top of this notice. If you wish to file a complaint with the Secretary you may send the complaint to: HIPAA Complaint, 7500 Security Blvd., C5-24-04, Baltimore, MD 21244

OTHER USES OF PERSONAL HEALTH INFORMATION

Other uses and disclosures of your personal health information not covered by this Notice or the laws that apply to us will be made only with your written permission. If you provide us permission to use or disclose health information about you, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose your health information for the reasons covered by your written permission. You understand that we are unable to take back any disclosures we have already made with your permission, and that we are required to retain our records of the services that we provided to you. © 2002 by Behavioral Health Generations All Rights Reserved