



About Our Treatment –Your Consent To Receive Services

CenterPointe provides treatment services to people with substance use and/or mental health problems. The methods used by CenterPointe to help you attain a healthier, more productive life includes the following:

Assessment – A structured interview where your needs, strengths, preferences are determined, as well as diagnoses of your current mental health and substance use.

Individual Therapy – You will work with staff assigned to you to establish and work toward completing a plan for the goals identified for your treatment.

Group Therapy – By sharing experiences and strengths with other group members, you can gain important feedback on your behaviors and attitudes related to your substance use and mental health issues.

Recreational Therapy – Activities and groups designed to help you develop leisure time skills and to achieve the goals established on your treatment plan (Residential Programs only).

Educational Groups – Information on life skills, job readiness and employment, medications, mental health, substance use, and relapse prevention are a few of the topics offered in educational groups.

Case Management – Individual support and advocacy to help you develop skills needed to live in the community as independently as possible. Services assist with basic needs such as housing, food, medical needs and linking you with needed resources in the community.

Psychiatric Assessment and Medication Monitoring – If a mental health problem is present, you will be referred to the Psychiatrist for assessment and medication monitoring if needed. If you already see a psychiatrist for these services, we will coordinate services with your current provider if you prefer.

Psychological Testing – If a need for psychological testing is determined, you may be referred to a Licensed Psychologist. Prior to your consent for such testing, you will receive a clear explanation of the need, use and costs to you of any requested testing.

Team Approach – A team approach to services is used at CenterPointe. Depending on your specific program, you may have a counselor, case manager, psychiatrist and nurse who share information and work as a team to provide coordinated and thorough services for your mental health and/or substance use problems.

Concurrent Services – You may be referred to other services offered by the agency. You have the right to refuse any services to which you are referred, but your refusal may result in your discharge from all services in some cases.

Seclusion and Restraint – CenterPointe does not utilize seclusion and restraint or emergency physical intervention. Should a physical altercation occur on CenterPointe property or during CenterPointe supervised activities, law enforcement will be called to respond. CenterPointe staff do not intervene in physical altercations.

After hour emergency number – Person's served in any of CenterPointe outpatient programs who are experiencing an emergency may call 475-6695 for assistance.

Financial Obligations – Fees are established at the time of admission and are based on a sliding fee scale for different income levels; no one is denied services due to inability to pay. Fees may be reviewed periodically.

Consent for Treatment

By my signature below, I understand the above methods used by CenterPointe in the delivery of services and hereby give consent to receive services from CenterPointe, Inc.



RIGHTS OF PERSONS SERVED

Your Rights at CenterPointe

In receiving services at CenterPointe, you are entitled to all legal and civil rights granted by Federal and State Constitutions and Laws. In addition, the **persons served have the right:**

- to be free of discrimination regardless of race, color, national origin, age, disability, sex, or gender identity
- to be free of physical and sexual abuse, harassment, neglect, and physical punishment
- to be free of psychological abuse, including humiliation, threats, exploitation and retaliation
- to be free of fiduciary (financial) abuse
- to be treated with dignity and respect
- to be free from restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation
- to receive prompt and professional services
- **to know any and all charges prior to or at the time of admission and during your stay**
- to know the credentials and training of the persons providing services to you
- to ask for a therapist who understands your language and culture, or who speaks American Sign Language (ASL)
- to reasonable accommodations for disabilities
- to expect staff to abide by consumer confidentiality and privacy regulations; including to allow or refuse the release of information, except when release is required by law, and to receive a copy of the Privacy Practices at CenterPointe
- to participate in treatment planning with the treatment team in order to express self-directed preferences and expected treatment outcomes; participate in decisions regarding recovery
- to request a written explanation within ten (10) working days, and to expect a written response within five (5) working days, if you are refused services while in treatment
- to due process to address complaints and grievances, as outlined in the Consumer Grievance Procedures, a copy of which is provided to you
- to make an Advance Directive about your mental health
- to review information contained in your clinical record generated by CenterPointe staff; requests can be made verbally or in writing to the Chief Clinical Officer, or his/her designee who will respond within five (5) working days of your request
- to get a second opinion when appropriate
- **to be free from arbitrary transfer or discharge and to be informed in advance of any changes in care and treatment that may affect your wellbeing**
- to refuse or terminate services, though refusal may lead to discharge from the program
- To privacy in written communication including sending and receiving mail consistent with individualized service plans
- To receive visitors as long as this does not infringe on the rights and safety of other clients and is consistent with individualized service plans
- To have access to a telephone where calls can be made without being overheard when consistent with individualized service plans
- To retain and use personal possessions, including furnishings and clothing as space permits, unless to do so would infringe upon the rights and safety of other clients



- to examine results of most recent survey of the facility conducted by representatives of the Nebraska Department of Health and Human Services (DHHS)
- to be free of involuntary treatment, unless the client has been involuntarily committed by appropriate court order and except in cases of civil protective custody.

Nebraska Medicaid Managed Care enrollees have the following additional rights:

- to request and receive information about Medicaid Managed Care Services
- to choose an accessible service from Medicaid Managed Care network for Behavioral Health
- to file an appeal or grievance about a Medicaid Managed Care action or decision: You can request a fair hearing from DHHS if you are not satisfied with the outcome of your appeal.

Persons Served Responsibilities

Your responsibilities as a person served by CenterPointe include the following:

- to treat agency staff and consumers with dignity and respect
- to work cooperatively and straightforwardly with staff
- to participate in all scheduled treatment activities
- to uphold the terms of the financial agreement
- to submit a urine sample for analysis upon request
- to undergo medical, psychiatric or psychological examinations as requested
- to authorize the program to secure medical services in the event of medical emergency
- to pay the cost of all medical services, including urinalysis
- to pay for any damage deemed to be intentionally inflicted upon agency staff or other consumer's property
- to follow the rules and plan established for your treatment
- to participate in surveys of outcomes at admission, during services and at some point after services to assist the agency in improving the outcomes for persons served

Rules for all programs include, but are not limited to the following:

- possession or use of alcohol, drugs or paraphernalia on CenterPointe property and/or at CenterPointe supervised activities is not allowed
- possession of any weapon including guns and/or knives on CenterPointe property and/or at CenterPointe supervised activities is not allowed
- physical or verbal violence or threats of violence will not be tolerated
- sexual contact or harassment on the premises is not allowed
- respect the rights of other consumers, including the right to confidentiality

Any additional rules are explained in the participant welcome packet for the services you will be receiving.

Member Responsibilities

Members of Medicaid's Managed Care programs also have these responsibilities:

- to take your Nebraska Medicaid ID card to all appointments
- to learn about your mental health and substance use services and receive those services from a Medicaid Managed Care service provider
- to tell your service provider about symptoms and to ask questions
- to be part of the treatment team



- to tell your service provider if you do not agree with recommendations
- to tell your doctor or therapist if you want to end treatment
- to tell your service provider about your medical doctor
- to be at appointments on time and to call ahead if you must cancel
- to learn about Medicaid Managed Care procedures and follow them
- to take medication as prescribed and to tell your doctor if there is a problem
- to pay for mental health or substance treatment services that are not covered under the Nebraska Medicaid Managed Care Program
- to take part in Medicaid program services

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Consumer Grievance Procedures

Grievances or complaints may occur against the program, staff, structure of the program, policy or procedure or as a result of staff decisions regarding their services, treatment or care while a consumer of CenterPointe. While formal grievance procedures are available, efforts will be made by CenterPointe to reach resolution through an informal process whenever possible. If any consumer is not satisfied with the results of the informal process used to resolve complaints and concerns, they are encouraged to file a formal grievance with the Program Director.

All grievances can be handled verbally, but consumers are encouraged to state their requests in writing, documenting the incident and the reason for the grievance. Staff will summarize the consumer's verbal grievance in writing; all verbal grievances will be written down, by staff or consumers, and will be signed by the consumer. Consumers will be not be penalized for using the grievance process.

Consumers who have a grievance should use the procedures outlined below. NOTE: Any consumer who needs help in following the grievance procedures or in writing their grievance may contact the Program Director of the program in which the grievance is alleged and a staff person or a neutral third party will be assigned to assist them.

Procedures are as follows:

1. Bring the grievance to the attention of staff anytime during services or within 90 days after leaving services.
2. Program staff will inform the Program Director of the grievance within one working day.
3. The Program Director will respond to the grievance in writing within five (5) working days in a standard format.
4. If the consumer is dissatisfied with the Program Director's response, s/he may take the grievance to the Clinical Director within ten (10) days of receiving the staff response.
5. The Clinical Director will provide a written response or will write to recommend that the consumer address the issue directly with the Executive Director within five (5) working days.
6. If the consumer is dissatisfied with the response of the Clinical Director, or is directed to the Executive Director s/he shall take the grievance to the Executive Director within ten (10) days of the response.
7. The Executive Director will respond in writing within five (5) working days.
8. If the consumer is dissatisfied with the response of the Executive Director, s/he may contact a member of the agency's Board of Directors' Executive Committee. Names of Committee members will be provided. The grievance will be addressed at the next regular meeting of the Executive Committee. The written decision of the Executive Committee will be final.
9. All grievances received are forwarded to the Clinical and Executive Director and a central file of grievances is maintained.
10. Grievances are reviewed at least annually to identify trends, review consumer input and identify needed actions to improve services for consumers.

If you are not satisfied with the response, or at any time, you may complain to the



NDHSS, Regulation and
LicensureHealth Facility
Investigations,
301 Centennial Mall South,
BOX 94986 Lincoln NE, 68509-4986
402-471-0316.

Nebraska Advocacy Center
134 S13th Street
Lincoln, NE 68508
(402)474-3183

Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL, MENTAL HEALTH AND/OR DRUG AND ALCOHOL RELATED INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE READ CAREFULLY

General Information

Information regarding your health care, including payment for health care, is protected by two federal laws: the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and 42 CFR USC 1320d U.S.C. 290dd-2, 42 C.F.R. Part 2. **Under these laws, CenterPointe may not tell a person outside CenterPointe that you attend the program, disclose any information identifying you as an alcohol and drug abuser, or disclose any other protected information except as permitted by federal law.**

Designated CenterPointe staff have access to personal health information necessary to provide services and coordinate your care, or to use your information for administrative health care operations such as consumer outcomes and conducting follow up studies with you. CenterPointe must obtain your written consent before it can disclose information about you for payment purposes. For example, CenterPointe must obtain your written consent before it can disclose your personal health care information to managed care companies, Medicaid or private insurers in order to authorize and be paid for services provided. However, in certain circumstances your refusal to give consent could affect your ability to access services. Generally you must also sign a written consent before CenterPointe can share information outside of CenterPointe staff for treatment purposes or coordination of other mental health or medical services. **Federal law, however, permits CenterPointe to disclose information without your permission:**

- 1. To medical personnel in a medical emergency**
- 2. To report a crime committed on CenterPointe premises, or against CenterPointe personnel**
- 3. To appropriate authorities to report suspected adult or child abuse or neglect**
- 4. In an agreement with a qualified service organization/business associate**
- 5. For research, audit or evaluations**
- 6. As allowed by a Court Order**

For example, CenterPointe can disclose information without your consent to obtain billing services, or to another health care provider such as a Pharmacy to provide health care related services to you as long as there is a qualified service organization / business associate agreement in place.



This agency receives funding to provide services for homeless and near homeless individuals and their families. A requirement of some funding is that the agency participates in the Nebraska Management Information System, which collects basic information about consumers receiving services from this agency. CenterPointe has a business associate agreement with the Nebraska Center for Children Families and The Law, who administers this databank. This requirement for funding was enacted in order to get an accurate count of individuals and families who are homeless and to identify the need for different services.

We only collect information we consider appropriate. The collection and use of all personal information is guided by strict standards of confidentiality.

Before CenterPointe can use or disclose any information about your health in any manner, which is not described above, it must first obtain your specific written consent allowing the disclosure to be made. You may revoke any such written consent in writing at any time, except to the extent that action has been taken in reliance on it.

Your Privacy Rights as a Consumer of Services at CenterPointe

Under a federal law, the Health Insurance Portability and Accountability Act (HIPAA) you have the right to submit a written request for restrictions on certain uses and disclosures of your health information. CenterPointe is not required to agree to any restrictions you request, but if does agree then it is bound by that agreement and may not disclose any information which you have restricted except as necessary in a medical emergency.

You have the right to submit a written request that we communicate with you by alternative means or at an alternative location. CenterPointe will accommodate such requests that are reasonable and will not request an explanation from you.

Under HIPAA you also have the right to submit a written request to inspect and copy your own health information records maintained by CenterPointe, except to the extent that the information contains psychotherapy notes or information compiled for use in a civil, criminal or administrative proceeding or in other limited circumstances. You may receive one copy of your own health care information without charge, per 12-month period. Additional requests within the same 12-month period are subject to a \$20 fee.

Under HIPAA you also have the right, with some exception, to submit a written request to amend information in your health care records maintained by CenterPointe, and to request and receive an accounting of disclosures of your health related information made by CenterPointe during the six years prior to your request, beginning April 14, 2003. You also have a right to receive a paper copy of this notice.

CenterPointe's Duties

CenterPointe is required by law to maintain the privacy of your health information and to provide you with notice of its legal duties and privacy practices with respect to your health information. CenterPointe is required by law to abide by the terms of this notice. CenterPointe reserves the right to change the terms of this notice and to make new notice provisions effective for all protected health information it maintains. A new notice will be provided to you at the time of any revisions or amendments.



Complaints and Reporting Violations

You may complain to CenterPointe through the grievance procedure and the Secretary of the United States Department of Health and Human Services if you believe your privacy rights have been violated under HIPAA.

You will not be retaliated against for filing such a complaint.

Violation of the Confidentiality Law by a program is a crime. Suspected violations of the Confidentiality law can be reported to the United States Attorney General in the District where the violation occurs.

Contact

For further information, contact: CenterPointe Executive Vice President, Tami Lewis-Ahrendt, 2633 P Street, Lincoln NE 68503. 402.475.8717. Effective Date: April 14, 2003

TOBACCO-FREE ENVIRONMENT POLICY

Rationale:

As a health care provider committed to the health and safety of staff, patients, persons served, and visitors, CenterPointe is taking a leadership role on the major public health issue of tobacco use. To promote CenterPointe's commitment to public health and safety and to reduce the health and safety risks to those served and employed at the workplace, all CenterPointe facilities, vehicles, and properties are tobacco-free.

No use of tobacco products will be allowed on or in any of CenterPointe's properties, facilities, programs, or vehicles. "Tobacco-Free" means that the use of tobacco is not permitted in any form, indoors or on the facility grounds or in facility vehicles. Tobacco products include but are not limited to cigarettes, electronic cigarettes, cigars, pipe tobacco, chewing or dipping tobacco.

Consumers Procedure:

- 1. There will be no use or possession of, tobacco products including e-cigarettes, within the facilities, programs, properties and vehicles, at anytime.**
- 2. Consumers are informed of this policy prior to admission in to the programs. Signs are posted in company facilities and vehicles, the consumer manual, and orientation provided by staff.**
- 3. Tobacco products found at the time of admission will be confiscated (where applicable) and returned to an outside individual if possible. Any tobacco products found after admission (where applicable), in the possession of a consumer, will be confiscated and destroyed.**
- 4. Consumers are prohibited from using tobacco products including e-cigarettes during any outside group outings, meetings, activities, appointments and events. Furthermore, use of tobacco products by CenterPointe consumers that occurs within the sight of program/property will not be tolerated.**
- 5. If a consumer smells of smoke they may be asked to change their clothing.**



6. Staff will assist consumers who wish to quit smoking by offering education regarding options which may include the nicotine patch, medications to help with cravings and Smoking Cessation Groups.

7. Violations of this policy will be handled in the following manner:

First Offense: Verbal Warning

Second Offense: Verbal Warning with Written Warning

Third Offense: Termination from services

Possible loss of privileges can arise on first and second offenses depending on the program. If a person is found smoking inside a program this may be grounds for termination from the program.

Acknowledgement

I hereby acknowledge that I have read and received a copy of this notice.

X _____
Consumer Signature

Parent/Legal Guardian

Witness

Date

Date

Date