

**Serenity Counseling & Resource Center, Inc**

*Fostering Change One Step At A Time*



**Administrative Office**

**2211 W. Meadowview Road, Suite 10**

**Phone: (336) 617-8910**

**Fax: (336) 617-8909**

**E-mail: [serenitycounselingrc@triad.rr.com](mailto:serenitycounselingrc@triad.rr.com)**

# **CLIENT RIGHTS**

**Serenity Counseling & Resource Center, Inc**

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## **A handbook for our clients and their families**

## EXPLANATION OF CLIENT RIGHTS

As a client of

Serenity Counseling & Resource Center

You have rights.



## These rights include the following:

The right to treatment and a treatment plan regardless of your age, race, sex, national origin, degree of retardation, or mental illness

The right to be treated with dignity and respect.

The right to confidentiality including all information in your record except when state law requires or allows disclosure.

The right to be protected from corporal punishment from Serenity Counseling & Resource Center, Inc. employees.

You have the right never to be abused by a Serenity Counseling & Resource Center, Inc.'s employee.

The right to retain all your rights as guaranteed by law.

The right to contact and consult with your attorney, your private doctor, or others of your choice at your own expense.

# CLIENT GRIEVANCE

We are concerned with any problems you may experience with this program. To address the problems, we need to know about them. Therefore, we have set up a Grievance Procedure, which we request that you use.

If you have a problem with this program or if you believe that any of your rights have been violated, please report your concern in the following manner.

You may personally inform the Program Director or mail your complaint to the Program Director.

The mailing address is:

Serenity Counseling & Resource Center  
Attn: Compliance Officer  
P.O. Box 22064  
Greensboro, North Carolina 27420



# PROCEDURE

If you are not satisfied with the Program Director's response, you may take your complaint to Serenity Counseling & Resource Center's Inc. Client Rights Committee, either in writing or by requesting to appear in person at their meeting.

This committee can be contacted by contacting the Client Right's Committee at Serenity Counseling & Resource Center (336) 617-8910.

If you are not satisfied with the Client Rights' Committee's response, you may take your complaint to the Executive Director and Business Director.

If you are not satisfied with the Executive Director and Business Directors' response to your complaint, you can file the complaint with the Governor's Advocacy council at 1-800-821-6922 or email [GACPD@ncmail.net](mailto:GACPD@ncmail.net).



You also have the right to seek other remedies that may be available.

# GENERAL CLIENT

Protection From Harm, Abuse,

Serenity Counseling & Resource Center employees or volunteers, and employees or volunteers of affiliated programs:

- Shall protect clients from harm, abuse, neglect, indignity, and exploitation
- Shall not use corporal punishment.
- Shall not assist, advise, solicit, or offer to assist, advise, or solicit a client to leave a 24-hour facility unless authorized to do so.
- Shall not transport or offer to transport a client in a 24-hour facility to or from any place unless authorized to do so.
- Shall not hide a client who has left a 24-hour facility without authority.
- Shall not in any way seek or participate in any sexual activities with a client.
- Shall not, except for generally expected medical or therapeutic practice, knowingly cause pain or injury to a client. If an employee has reason to believe that another employee may have caused such pain or injury, or if he has knowledge of a client's accidental injury, this must be reported to the direct supervisor of the accused employee or volunteer. Threatening or harassing employees or volunteers making such a report is punishable by law. The identity of the reporting individual shall remain confidential unless consent for release is given by the reporting individual and where otherwise authorized by law. Good faith reports are protected by law from liability.
- Shall not borrow or take personal property of a client. If an employee has reason to believe that another employee or volunteer has borrowed or taken such personal property, this must be reported to the direct supervisor of the accused employee or

# POLICY

Neglect, or Exploitation

Volunteer. Threatening or harassing employees or volunteers making such a report is punishable by law. The identity of the reporting individual shall remain confidential unless consent for release is given by the reporting individual and where otherwise authorized by law. Good faith reports are protected by law from liability.

- Shall not subject a client to any sort or mental or physical neglect or indignity or abuse including, but not limited to: jerking, pushing, tripping, biting, taunting, teasing, striking, burning, cutting, or pinching.
- Shall not sell or buy goods or services from a client.
- Shall not use an unnecessary degree of force to repel or secure a violent and aggressive client. The degree of force necessary depends on the individual characteristics of the client such as age, size, physical and mental health, and the degree of aggressiveness displayed by the client.
- Shall not subject client to insulin shock, electric shock, unpleasant tasting food, or applications of noxious substance, i.e., splashing with water, noise.
- Any authorized person receiving a report mentioned in this section shall forward a copy of the report to the Area Director, who shall investigate or provide for the investigation of the report. Additionally, any instance of alleged or suspected abuse, neglect, or exploitation of a client shall be reported to the County

*Failure to comply with any of the items mentioned in this section may be grounds for dismissal and may subject the negligent individual to legal action.*

# Notice of Privacy Practice

## Protected Health Information

### How

## Serenity Counseling & Resource Center

### Uses

### And

## Discloses Your Health Information

We do not disclose personal health information unless we are allowed or required to by law, or unless we are given written authorization by the legally responsible person (s) to do so. We may use and disclose personal health information in the following ways:

- 1) **Treatment:** We may use and disclose personal health information to plan, coordinate and provide health services to clients.
- 2) **Payment:** We may use and disclose personal health information to obtain payment for health-care services that we or other contract entities have provided to the student.
- 3) **Health-care operations:** We may use or disclose personal health information for our health-care operations, including risk assessment and quality assurance functions.
- 4) **Authorized release of information:** The legally responsible person (s) of a minor child and client, who has reached the age of 18, can authorize the release of personal health information. This authorization can be revoked at any time, but revocation will not impact the release of information that was disclosed prior to receipt of said revocation of authorization for release of records. Questions about written authorization will be answered by the Quality Assurance Specialist (336) 617-8910.
- 5) **Business Associates:** There are some services that are provided through contracts with business associates. In such situations, we may disclose personal health information to our business associates so they can perform the requested services. As noted, we require business associates to adhere to the same standards with require to safe guarding personal health information as described in this notice and in accordance with all applicable law.
- 6) **Family Members:** We may use or disclose your child's personal health information to notify a family member, personal representative or another person responsible for your disclosure. If circumstances do not permit us to obtain consent for the disclosure of personal health information, such as in a medical emergency, we may disclose personal health information to a family member or friend to the extent necessary to help with the immediate care or payment for the care. We will only do so if we determine that the disclosure is in your child's best interest. In all such cases, we will only disclose the health information that is directly relevant to that person's involvement with your child's health-care.
- 7) **Required by law:** We may use or disclose personal health information to the extent that we are required by law to do so. Such uses or disclosure will be made in compliance with the applicable law governing said uses and disclosures.
- 8) **Law Enforcement:** We may disclose personal health information for a law enforcement purpose to law enforcement officials in compliance with and as limited by applicable law.
- 9) **Public Health and Safety:** We may disclose personal health information if we believe that disclosure is necessary to avert a serious and imminent threat to the health and safety of yourself, your child, or the health and safety of others. We may disclose personal health information for public health activities to public health authorities authorized by law to collect or receive information for the purpose of controlling disease, injury or disability. Additionally, we may disclose personal health information to a person who may have been exposed to a communicable disease or otherwise be at risk of contacting or spreading a disease.

- 10) **Food and Drug Administrative the jurisdiction of the FDA:** We may disclose personal health information to the FDA or persons under the jurisdiction of the FDA, as related to adverse events with respect to drugs, foods, supplements, products and product defects, or post marketing surveillance information to enable product recalls, repairs, or replacement.
- 11) **Judicial and Administrative Proceedings:** We may disclose personal health information in the course of any judicial administrative hearing in response to an order of a court of administrative tribunal, or in response to a subpoena, discovery request or other lawful process where we receive satisfactory assurance that appropriate precautions have been taken for the privacy of said information. In all cases, we will take reasonable steps to protect the confidentiality of you and/or your child's health information.
- 12) **Health Oversight Activities:** We may disclose personal health information to health oversight agency charges with overseeing the health-care industry. Disclosures will be made only as called for by law.
- 13) **Research:** We may use or disclose your child's personal health information for purposes of research by taking necessary precautions not to disclose personal identification information regarding you and/or your child or his/her personal health information-i.e., only the minimal necessary information shall be used and only that allowed by law.
- 14) **Victims of Abuse, Neglect or Domestic Violence:** We may disclose personal health information about an individual whom we reasonably believe to be a victim of abuse, neglect or domestic violence to a government authority, including a social service or protective service agency authorized by law to receive reports of child abuse, neglect or domestic violence. Any such disclosures will be made in accordance with and limited to the requirements of the law.
- 15) **Limited Government Functions:** We may disclose personal health information to certain government agencies charged with special government functions, as limited by applicable law. For example, we may disclose your child's health information to authorized federal officials for the conduct of national security activities, as required by law.
- 16) **Coroner, Medical Examiners and funeral Directors:** We may disclose personal health information to a coroner or medical examiner to identify a "deceased person", determine "a cause of death" or for other duties as authorized by law. We may also disclose personal health information to funeral directors in accordance with applicable law.
- 17) **Health and Safety:** We may disclose personal health information to prevent or lessen a serious threat to a person's or the public's health and safety. In all cases, disclosures will only be made in accordance with applicable law and the standards of ethical conduct.
- 18) **Worker's Compensation:** We may disclose personal health information in accordance with worker's compensation laws.



## WHAT

## ARE

## MY

## RIGHTS

### **What are my rights, and/or the rights of my child regarding the use and disclosure of personal health information?**

You have the following rights regarding your and/or your child's personal health information:

1) **Right to Receive a Copy of This Notice:**

You may request a copy of this notice at any time, and one will be provided to you. A copy of this notice will be maintained in your child's main health files at Serenity Counseling & Resource Center, Inc. Also a generic copy of this notice is posted in our main office.

2) **Right to Receive Further Information:**

You have the right to contact the program's Director at Serenity Counseling & Resource Center, Inc, 2211 W. Meadowview Road, Suite 10, Greensboro, North Carolina, 27407. (336) 617-8910. If you want additional information about our privacy practices, your child's privacy rights or to disagree about a decision we made about your child's personal health information, or if you believe your child's privacy rights have been violated. The director will provide you with the information needed to file a complaint.

3) **Right to Inspect and/or Receive a Copy of Your Protected Health Information:**

Upon written request you have the right to access and/or obtain a copy of you/your minor child's health information maintained by us. We may deny your request to inspect and copy in certain limited circumstances. Please contact the program's Director at Serenity Counseling & Resource Center for information you need to access and or receive a copy of your minor child's protected health information (reasonable cost will be incurred).

4) **Right to Amend Your Health Information:**

You have the right to request that we amend/change the records that we keep about you/your child if you believe that the information is incomplete or incorrect.

5) You can make the request by sending a written request to our Director. In certain circumstances, we may deny your request for amendment. All denials will be made in writing. If we deny your request, you will have the right to file a statement of disagreement with the decision and we may give a rebuttal to your statement.

6) **Right to Request Additional Restrictions on Disclosures of Protected Health Information:**

You have the right to request that we place additional restrictions on how we use or disclose your/your child's protected health information. We must obtain in writing addressed to the program's Director, any requests for additional restrictions. Please note that we are not required to agree with your request.

7) **Right to Request an Accounting of Disclosure:**

You have the right to request in writing an accounting of certain disclosures for personal health information that occurs after April 14, 2003, for most purposes other than treatment, payment, and operations. You are entitled to such an accounting for the six years prior to your request, though not for the disclosures made prior to April 14, 2003. We will provide you with the data on which we made the disclosure, the name of the person or entity to which we disclosed your personal information, a description of the personal information we disclosed, the reason for the disclosure, and other applicable information. If you request this list more than once in a twelve-month period, we may charge you a reasonable fee for creating and sending these additional reports.

8) **Right to Request Confidentiality in Certain Communications:**

You have the right to request how we communicate with you in order to preserve our privacy areas for example, you may request that we call you only at a specified number, or by mail at a specific address or postal box. Your request must be made in writing to the program's Director, and must specify how or where we are to contact you. We will accommodate all reasonable requests.

- 9) **Right to file a complaint:** If you believe that your/your child's privacy rights have been violated, you have the right to file a complaint with the program's Director at Serenity Counseling & Resource Center Inc. Please file the claim as soon as possible in writing, providing as much detail as you can about the suspected violation. You also have the right to file a written complaint with the Office of Civil Rights of the United States Department of Health and Human Services. Upon request, the program's case manager will provide you the information needed to file a complaint. Under no circumstances will we retaliate against you or your child for filing a complaint with us or with the Office of Civil Rights.

**Uses of Disclosures Not Covered:** Uses of disclosures of your/your child's personal health information not covered by this notice or the laws that apply to us may only be made with your written authorization. You may revoke such authorization in writing at any time and we will no longer disclose health information about you for the reason stated in your written authorization. Disclosures made in reliance on the authorization prior to the revocation are not affected by the revocation.

**Changes to this notice:** We reserve the right to change our privacy practices and to alter this notice according to these practice changes. In the event that our notice changes while you/your child is enrolled at Serenity Counseling & Resource Center, Inc., we will mail you a copy of our revised notice to the address you have supplied us.

Serenity Counseling & Resource Center may change its privacy practices within the limits of the law and make new privacy practices effective for all Protected Health Information we maintain.

Should our privacy practices change, we will provide you with a revised notice to the address you have supplied us.





**Serenity Counseling & Resource Center, Inc., is an organization that works with Local Management Entities (LME) to provide a variety of services needed by many people. Services may Inc., include Outpatient Therapy (Individual, Family, and Group Therapy for children, adolescent, and adults), Mental Health Assessments, Community Support Team, and Intensive In-Home.**

**LME:** Determines eligibility through a telephone or in-person screening and will refer you to this program. You will need to have an open record at the LME.

**TREATMENT:** As a consumer of Serenity Counseling & Resource Center, Inc., you will have an individualized plan which is developed by a group of people that are interested in your treatment. This may Inc., include you and/or your legal and any people that you identify as natural supports.

**MEDICATIONS:** Serenity Counseling & Resource Center, Inc., do not provide Medication Management.

**ATTENDANCE:** It is important that you attend programming as scheduled. If you are unable to participate or will not be on time, you should call as soon as possible so that staff and appropriate agencies can be notified.

**FEES:** Generally, services are available through Medicaid, North Carolina Healthchoice, or IPRS funding for our consumers. In the event that you are responsible for a copayment for services, we will discuss the amount at intake to our agency dependent on your personal insurance requirements. We will need documentation verifying coverage at the beginning of every month. If these do not apply, you will receive an explanation of fees and billing procedures prior to you starting the program.

**EMERGENCIES:** Occasionally accidents may happen such as an injury, a bee sting, etc. You or your legal guardian will be asked to fill out a questionnaire containing emergency information. Please notify Serenity Counseling & Resource

Center, Inc., of immediately of changes to this form.

**TRANSPORTATION:** Serenity Counseling & Resource Center, Inc., will ask for your written permission to transport you. Serenity Counseling & Resource Center, Inc., screens and verify insurance information prior to employment.

**PERSONAL VALUABLES:** Please be aware that Serenity Counseling & Resource Center, Inc., assumes no responsibility for any personal items that you may bring with you during your service. This includes jewelry, money, or anything else, which may get lost, stolen, or broken. Our recommendation is that you leave valuables at home whenever possible.

**REWARDS AND INCENTIVES:** What we give is important to the child. Please refrain from using what we have presented or planned as a form of punishment.

**SICKNESS OR EMERGENCIES:** With staff occasionally occurs. Our agency will make every attempt to serve our consumers as scheduled. We need your understanding on certain occasions.

**A CHANGE IN STAFF can occur.** We will do our best to serve you and provide continuity in your providers. Please call with questions or concerns on this issue.

**SUSPENSION AND EXPULSION:** As a consumer of Serenity Counseling & Resource Center, Inc., you will be free from the threat of fear of unwarranted suspension or expulsion from services. Services will be terminated only in the following instances:

- a. When mutually agreed upon an agency and consumer.
- b. Through attainment of consumer goals as outlined in the consumer's Person-Centered Plan.
- c. When the consumer needs more intense/restrictive service intervention.
- d. When the consumer needs less intense/restrictive service intervention.

- e. Through managed care/LME refusal to further authorize or fund service.
- f. Through consumer refusal to participate in services/adhere to Person-Centered plan for 30 days or more.

Serenity Counseling & Resource Center, Inc., will make all attempts to ensure that you are adequately served, including advocating on your behalf and making referrals to alternative services as appropriate. You may contact the agency for further details regarding termination of services.

**If you feel that your rights have been violated or have concerns about Serenity Counseling & Resource Center's services:**

**You may file your complaint:**

**by Telephone**



**by writing**



**by email/computer**



**in person**



**Or with an advocate**



## **For More Information**

**Or**

## **To Report a Problem**

If you have questions about this notice or want to exercise any of your rights, please call Serenity Counseling & Resource Center's Quality Assurance Specialist at (336) 617-8910.

**If you believe your privacy rights have been violated, you may file a complaint with:**

Serenity Counseling & Resource Center, Inc

Attention: Quality Assurance Specialist

2211 W. Meadowview Road

Suite 10

Greensboro, NC, 27407

Phone: (336) 617-8910

Fax: (336) 617-8909

Email: [serenitycounselingrc@triad.rr.com](mailto:serenitycounselingrc@triad.rr.com)

**You may also file a complaint with:**

- 1) The office of Civil Rights, United States Department of Health and Human Services at 1-877-696-6775
- 2) Governor's Advocacy council at 1-800-821-6922 or email [GACPD@ncmail.net](mailto:GACPD@ncmail.net).
- 3) The Guilford Center Client Rights Coordinator at 1-336-641-6644
- 4) North Carolina Mental Health Consumer's Organization 1-800-326-3842
- 5) The NC Careline -1-800-622-7030

**There will be no retaliation for filing a complaint.**