CROSSWINDS
COUNSELING & WELLNESS

1000 Lincoln St. Emporia, KS 66801

620.343.2211 or 800.279.3645

Fax: 620.342.1021

Emergency (After Hours): 620.343.2626

Consumer Handbook

(May 2016)

Table of Contents

ABOUT THE CENTER

Our Mission Statement: To provide dynamic, culturally-sensitive, high-quality behavioral health care to residents of Chase, Coffey, Greenwood, Lyon, Morris, Osage, and Wabaunsee counties in the most effective, caring, and efficient manner.

Hours of Operation: We have many facilities in our region, each with somewhat different hours and purposes. In general, we are open during normal business hours, though we do keep early evening appointments in some offices. We are on-call 24 hours a day to help with behavioral health emergencies (see below). Please contact our main number (620-343-2211 or 800-279-3645) for more information.

Who is Eligible for Services? Residents of Chase, Coffey, Greenwood, Lyon, Morris, Osage, and Wabaunsee Counties in need of behavioral health services. We do not discriminate based on age, race, nationality, creed, religion, gender, sexual orientation, infectious diseases status, disability or ability to pay.

Participation in Our Services: We want every consumer to succeed and recover, and our door is open. However, services may be denied in certain circumstances. If you have any questions or concerns about this area, please ask your service provider here, or ask for our Executive Director or our Quality/Risk-Management Director.

Contacting Us: Our phone number is 1-620-343-2211 or 1-800-279-3645. Our fax number is 1-620-342-1021. All correspondence should be directed to our main office: 1000 Lincoln Street, Emporia, Kansas 66801. You may also check your local phone directory, as well as email us at info@crosswindsks.org.

General Information: Our agency is licensed by the Kansas Department of Aging and Disability Services to operate as a Community Mental Health Center, and as a certified Alcohol-Drug Abuse Safety Action Project. The Center is governed by a volunteer board of directors, and we employ 165 people.

Locations of Services: We have several facilities in Emporia, and branch offices in Alma, Burlington, Cottonwood Falls, Council Grove, Eureka, and Osage City. Our staff also provide services in schools, homes, hospital emergency rooms, and other locations as needed, depending on client status and needs.

Goals: We provide access to a broad range of public safety-net behavioral health services. Your treatment provider will work with you to establish specific, written, individualized objectives that you want to achieve, and they will help you keep track of how you're doing on those. Your treatment provider will also assist you in determining an appropriate discharge plan.

CONSUMER RIGHTS:

As a consumer of CrossWinds, you have the right to:

1) Dignity and Respect. You have the right to always be treated with dignity and respect, and not to be subjected to any physical or verbal abuse/neglect or exploitation.

2) Freedom from Coercion. You have the right to not be subjected to the use of any type of treatment, technique, intervention, or practice, including the use of any type of restraint or seclusion, performed solely as a means of coercion, discipline, or retaliation, or for the convenience of mental health personnel.

3) Least Restrictive Treatment. You have the right to a safe, sanitary treatment environment that provides privacy and promotes dignity and to receive treatment in the least restrictive environment consistent with your clinical condition and legal status.

4) Discrimination: You have the right to receive treatment services free of discrimination based on your race, religion, ethnic origin, age, disabling or a medical condition, and ability to pay for the services.

5) Privacy in Treatment: You have the right not to be fingerprinted, photographed or recorded without consent except for: Photographing for identification and administrative purposes, as provided by R03-602 or Video recordings used for security purposes that are maintained only on a temporary basis.

6) Outside Representation and Support. You have the right to be accompanied or represented by an individual of your choice during all contacts with CrossWinds. This right shall be subject to denial only upon determination by professional staff of the Center that the accompaniment or representation would compromise either your rights of confidentiality or the rights of other clients, or would significantly interfere with your treatment or the treatment of other clients, or would be unduly disruptive to the operations of CrossWinds.

7) Communication. You have the right to confidential, uncensored, private communication with: an attorney, physician, clergy, Department of Children and Family Services or other individuals, unless restriction of communication is clinically indicated and is documented in the client record.

8) Religious Beliefs. You have the right to your personal religious beliefs including the opportunity for religious worship, fellowship and to be free from coercion in engaging in or refraining from individual religious or spiritual activity, practice or belief.

9) Participate in Treatment Planning. You have the right to actively participate in the development of an individualized treatment plan, including the right to request changes in the treatment services being provided, or to request a referral so that other staff members can be assigned to provide these services to you. If you do not feel that you can work with your provider, please discuss this with your provider or their supervisor.

10) Refusal of Treatment. You have the right to refuse any treatments or medications or withdraw consent unless such treatment is ordered by the court or is necessary to save the client's life or that is indicated in the client's assessment or treatment plan.

11) Confidentiality. You have the right to have staff refrain from disclosing to anyone the fact that you have previously received or are currently receiving any type of mental health treatment or services, or from disclosing or delivering to anyone any information or material that you have disclosed or provided to any staff member of CrossWinds during any process of diagnosis or treatment. This right shall automatically be claimed on your behalf by CrossWinds unless you expressly waive this privilege, in writing, or unless staff are required or allowed by law or a proper court order. Some examples of exception to confidentiality include: medical or psychological emergencies; suspected child abuse or neglect; threats toward others; licensure or accreditation reviews; and, others as allowed by law.

12) Consent to Experimental Treatment. You have the right to refuse to take any experimental medication or to participate in any experimental treatment or research project, and the right not to be forced or subjected to this medication or treatment without your knowledge and express consent or as consented by your guardian when the guardian has the proper authority to consent to this medication or treatment on your behalf.

13) Complaints/Grievances. You have the right to make a complaint/grievance concerning a violation of any of the rights listed in this regulation or concerning any other matter, and a right to be informed of the procedures and process for making such a complaint. The CrossWinds' grievance policy ensures the client's right to file a grievance and be free from retaliation for submitting such grievance. The Center's procedure for filing a complaint/grievance is as follows:

a. Complete a Complaint/Grievance Report- Complaint/Grievance forms are available upon request at the Center's main and satellite offices.
b. Completed Complaint/Grievance Reports are forwarded to the Risk Manager or Executive Director.
c. The client, who submits a Complaint/Grievance in writing, will receive a written notice, in a timely and impartial manner, acknowledging that his/her complaint has been received and is being investigated. This notice will include a contact person's name.
d. If the client is dissatisfied with the determination following the investigation, the client is advised of the right to appeal to: KDADS, Community Services and Programs Commission, Behavioral Health Services, New England Building, 503 South Kansas Ave, Topeka, KS 66603-3404 at (785) 296-6807 or fax (785) 296-7275.

14) Medical Record. You have the right to see, review, and obtain a copy, at your own expense, of the clinical record of your care and treatment, unless the Executive Director of CROSSWINDS determines that specific portions of the record will not be disclosed. This determination shall be accompanied by a written statement placed in the clinical record explaining why disclosure of that portion of the record at this time would be injurious to you or to others closely associated with you.

15) Fee Agreement: You have the right to be informed of the fees you are required to pay and refund policies and procedures at the time of admission and before receiving treatment services except for those services provided in a crisis situation.

16) Coordination of Services. You have the right to receive treatment or other services from the CrossWinds Counseling & Wellness (CrossWinds) in conjunction with treatment of other services obtained from other licensed mental health professionals or providers who are not affiliated with or employed by the Center, subject only to any written conditions that the Center may establish only to ensure coordination of treatment or any services. You also have the right to receive treatment recommendations and referrals, if applicable, when you are discharged or transferred from CrossWinds services.

17) Benefits and Side Effects of Medication. You have a right to an explanation of the potential benefits and any known side effects or other risks associated with all medications that are prescribed for you.

18) Benefits and Risks of Treatment. You have a right to an explanation of the potential benefits and any know adverse consequences or risks associated with any type of treatment that is included in your treatment plan.

19) Alternative Treatments. You have the right to be provided with information about other clinically appropriate medications and alternative treatments, even if these medications or treatments are not the recommended choice of your provider. If you want to know about other treatment alternatives, please discuss this with your treatment provider(s).

20) Involuntary Treatment. You have the right (if you are involuntarily receiving services pursuant to a court order) to be informed that there may be consequences if you fail or refuse to comply with the provisions of your treatment plan or to take any prescribed medication.

21) Advance Directives. You have the right to exercise your rights by substitute means, including the use of advance directives, a living will, a durable power of attorney for health care decisions, or through springing powers provided for within a guardianship.

CONSUMER RESPONSIBILITIES:

As a person who receives services from our Center, it is your responsibility to:

1. Let us know what you need from us. It is important that you make your needs clearly known.
2. Actively participate in your own treatment, as well as your own plan for recovery. For example, if your provider and you agree on a "homework" assignment, it is your responsibility to carry out that assignment.
3. Seek and use resources in your environment that can help you succeed.
4. Let us know when your circumstances change. For example, if you lose a job, move, have an improvement in your financial situation, change phone numbers, and so on.
5. Pay for services received, as per any agreement you may make with us.
6. Come to sessions we have scheduled for you on time. If you can't keep your appointment, please call us to cancel in a timely manner.
7. Ask questions if there is something you do not understand about your treatment, our agency, your fee, your rights, and so on.
8. Show respect for fellow consumers, our staff, and others who may be around.
9. Avoid aggressive and threatening behaviors toward our staff and others.
10. Respect our property and that of those around you.
11. Help maintain the privacy of all persons seeking services by not talking about others you may see at our offices/facilities.
12. Let your prescriber know about all the medications you take, as well as any health conditions you may have.

HOW TO MAKE A COMPLAINT:

We welcome your feedback, and we want to answer your questions when there might be a problem or when you have a concern. If you have a concern, we prefer that you first talk with your service provider here if your concern is about your treatment. If you have a question about your bill or your charges, please call our business office. Most situations can be handled informally using the above suggestions, or you can call our Chief Operating Officer or our Executive Director (620-343-2211) personally.

No specific form is required, should you prefer to make your complaint in writing, however, we do have a form that you can use. Just ask one of the receptionists at our main office for a copy, or call in to our main number, and one will be sent to you. If need be, you can call in with your concern, and ask one of our staff to fill out the complaint form by phone, and then that person will forward your complaint form on to our Chief Operating Officer, or to the Executive Director. If you need help filling out the complaint form while you're here, one of our staff will be happy to assist you. We will review each complaint in a timely manner, and we will also conduct an investigation, as appropriate, and take any appropriate actions. In some cases, we can get back to you regarding our follow up actions. In some situations, we cannot. If you call in with a complaint, someone will return your call and will visit with you. If you make a formal written complaint, someone will likely call you on the phone, but we'll also send a formal acknowledgement (within 30 days) of having received your complaint.

If your complaint is about the discontinuation, or reduction of, services that we had been providing to you, our Executive Director, or his/her designee, may require that the service that was discontinued or reduced be restored to its former level, pending the outcome of an investigation.

If you are not satisfied with our response(s) to your complaint, you may send our Executive Director a letter appealing our response within 30 days. Your letter should specifically state the determination that is being appealed, as well as the reasons why you disagree with our findings/responses. Once we receive your appeal letter, we may contact you, and offer to meet personally with you to see if some agreement or resolution can be reached.

We will send your appeal to the Kansas Department of Aging and Disability Services (both the original complaint and our responses) when any of the following circumstances occurs: a) the Executive Director does not choose to make any offer for a meeting with you, b) you refuse our offer for a meeting, or c) thirty (30) days have elapsed following our receipt of your appeal, and no agreement or resolution has been reached within that time period through the use of any meetings or through a process of mediation.

No consumer shall be denied any service or otherwise penalized solely for any of the following reasons: a) having made a complaint, b) having refused an offer to meet, or to engage in mediation, c) failure to continue any process of mediation even though the process had begun, d) failing to resolve or settle the complaint, or e) making or pursuing an appeal.

The procedure detailed above is how we prefer that you make a complaint. However, you are free to make your complaint directly to the Kansas Department of Aging and Disability Services by calling 785-296-3471. You are also free to contact our accrediting agency, the Accreditation Commission on Health Care, Inc., located in Cary, NC. Their number is 855-937-2242. If you want to see our policy on consumer complaints and grievances, please ask.

FINANCIAL

Paying for the Services You Receive: Services that are provided by us that are deemed medically-necessary will be billed to your third party insurance provider. If you determine that you do not want your insurance billed for services, then you will be charged and you will be expected to pay the full fee at the time of service. The State of Kansas provides a small amount of financial support to us. In addition, the seven (7) counties in our service area provide us with some funding to help us with the cost of providing services to residents of our region. These state and county monies help to offset the cost of services provided when a client does not have insurance, but they do not cover all of that cost. The Center reserves the right to update its service fees and sliding fee schedule at any time. Services provided by the Center are not free of charge.

Financial Policy:

1. The type of service provided, and by whom, determines the fee that you will be charged for the service. This fee may be reduced based on your ability to pay. This will be determined from a sliding fee schedule based on household income and members in your household. Only those who reside within the Center's service area are eligible for a sliding fee.
2. Proof of income or documentation of income must be received within 30 calendar days of the request to be considered for discounted fees. Without this documentation, you will be charged the full fee for services received. If documentation is received at a later date the reduction will be applied retroactively for up to 30 days.
3. If you do not have a third-party payor, we will require that you pay for services at the time of the visit based on your sliding fee.
4. There are certain services to which the sliding fee does not apply, such as: Psychological Evaluation, Drug & Alcohol Evaluation, Disability Determinations, and Competency to Stand Trial. This list may change from time to time. If you have questions, please ask to speak to a Registration or Insurance representative. For these services, you should be prepared to pay the fee in full at the time of service.
5. Health insurance coverage is considered to be a factor in your ability to pay. The Center bills the insurance company for the full fee. If insurance pays a part or all of the charge, then your fee is based on the amount allowed by insurance. Co-payments, co-insurance, deductibles and spend-down amounts are due at time of service. If you are unable to pay, you will be rescheduled.
6. Any statement from a CrossWinds' staff regarding eligibility and benefits for an insurance is not a guarantee of coverage or payment by that insurance. Having an insurance/medical card does not guarantee eligibility or coverage. Third-party coverage will be determined when a service is submitted and processed by the third-party payor.
7. Authorizations as needed by your third party payor are your responsibility. You must notify us if your insurance company requires contact from us in order for services to be covered.
8. Billing statements are sent on or about the 8th of each month. If a bill remains unpaid after 90 days, and if special payment arrangements have not been made and/or followed, we will initiate collection proceedings and may terminate treatment.
9. Following bankruptcy proceedings, you will be required to pay for services received on the day service is received.
10. When a client is under 18 years of age, the sliding scale fee will be set based on the primary household for the child. In cases where the child resides with one parent but the other has financial responsibility or carries the insurance card, the bill for the child's care will be sent to the party that is financially responsible. Only one statement will be sent. It is the minor child's parent's responsibility to inform the insurance department of any changes in these arrangements.
11. Clients with past-due charges may request that the Center reduce or forgive all or part of these past-due charges. If the Center denies this request, the client may file a complaint with the Center.

Payment Plans: The Center offers individualized payment plans for clients having difficulty paying their bill on a monthly basis. A plan can be set up by contacting our Insurance Department. Clients who fail to meet their commitment to pay on a consistent basis will be removed from the plan and sent to Collection.

Health Insurance Billing – Client Part: In order for us to submit a claim, you will need to supply us with information regarding insurance coverage. (Usually, the insurance company has provided the insured with a wallet size card that contains the needed information). In addition, you will need to make sure that an information release form has been signed so that we can communicate with the insurance company. Even if you have been approved for a sliding scale fee, your third party payor will be billed for services rendered. Health insurance coverage is considered to be a factor in your ability to pay. We will bill your insurance company (third party payor) for the full fee. If your insurance pays a part or all of the charge, your fee will be calculated based on the amount the insurance allowed, which may be lower than the charge. Understand that certain services that you request will/may not be paid by your insurance and that you will be personally responsible for the charges.

At the Appointment: We request that you bring insurance information to each appointment and be sure to tell your provider staff member or the from office staff if there has been a change. A copy of your insurance card will be made and forwarded to the Center's Insurance Department. If you have Medicaid (KanCare), please make sure that eligibility is checked frequently.

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Service	Fee per hour
Intake Assessment	$130.00
Individual and Family Outpatient Therapy	$100.00
Outpatient Group Therapy	$40.00
Psychosocial Rehab Services	$40.00
Case Management Services	$130.00
Attendant Care Services	$24.00
OP Med Management	$180.00

Questions About Your Statement: Please contact the Insurance department by calling 620-343-2211. To contact in writing, please use the address noted above.

FACILITY EXPECTATIONS:

Disasters / Emergency Preparedness/Medical Emergencies: If you are in one of our facilities during a disaster (such as a tornado, flood, fire, power outages, etc.), please locate the nearest Center staff member for instructions on what to do. Please use your best judgment as needed. If you are in one of our facilities and need to evacuate, please look for exit signs, and get out as quickly as you safely can. If you cannot find an exit, try to locate a Center staff member. In case of a medical emergency, our staff will call "911". The Center has staff that are trained in basic life support or CPR. We encourage you to make your own disaster preparedness kit for home. The following website will help you prepare: http://www.ready.gov/basic-disaster-supplies-kit. If you have a serious physical disability, you may want to contact your county's emergency preparedness director, and let him/her know about your situation, in case an evacuation is needed, or so they can reach out to you during a disaster.

Visitors, Guests, and Pets: Only legitimate therapeutic animals are allowed inside our facilities. To help preserve privacy, when you come to one of our facilities, please bring only those persons with you who absolutely need to be in the building with you, such as a child whom you must watch. We prefer that those who may drive you to our offices just drop you off, and then return later to pick you up, and that you find reliable daycare for children. We prefer that friends and family not accompany you to our facilities, unless they are fulfilling some role that requires their presence in our offices (such as family counseling) to help protect the privacy of all consumers of our services.

Elopement from Our Offices/Facilities: In an outpatient setting like ours, it is common for our consumers to come and go from our offices/facilities. However, should any person leave in a way that may endanger them or others, our staff are trained with appropriate response measures to promote safety for all concerned.

Smoking and Other Substances: Smoking, or the use of tobacco in any form, is not permitted on any Center property, in any Center facility, or in any Center vehicle, whether owned or leased. The use of alcohol and/or illegal drugs is forbidden on all Center property, including vehicles, and during any Center activity or event, including during treatment. The use of electronic cigarettes is also not permitted.

Infection Control: If you would like to see our policies, as well as educational material, about infection control, please ask. The control of infection requires a team effort, and you are part of that team. We encourage regular hand-washing (especially after using restroom facilities), covering ones mouth with the crook of ones elbow during coughing or sneezing, and remaining at home when one is ill with a contagious illness (especially if there is a fever). If you notice any condition/situation in any of our facilities that may pose a health or safety hazard, or any un-clean areas, please report it to us right away.

Personal Items Not Allowed on Our Premises: For safety reasons, the following are not allowed on our property or in our facilities:

1. Weapons of any kind, or items determined by us to be a weapon.
2. Illegal drugs (which includes pharmaceuticals not prescribed by a physician).
3. Alcohol.
4. Material, clothing, hats, documents, posters, and so on that we determine may contain content that would commonly be viewed as offensive or obscene to others (for example, pornography, etc).
5. Animals, except certified/legitimate personal assistant animals.

If we believe that someone is in possession of these items, they may be asked to leave our facility, or to remove the item(s) from our facility.
For a copy of our complete policy, please ask for a member of the Executive Management Team.

NOTICE OF INFORMATION PRACTICES:

The Center maintains client records consisting of personal, financial, social, and medical information. This information is used for diagnosis and treatment and for healthcare operations. The Health Insurance Portability and Accountability Act (HIPAA) establishes Privacy Rules that govern the uses and disclosures of this information as do certain Kansas statues and regulations. We will not use or disclose health information about you without your consent or authorization, except as described in this notice or otherwise required or allowed by law.

The Center is required by law to maintain the privacy of protected health information, to provide individuals with notice of its legal duties and privacy practices with respect to protected health information, and to notify affected individuals following a breach of unsecured protected health information.

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

Uses and Disclosures of Health Information

Routine Types of Disclosures

- Treatment of client: for use by a physician, nurse or other member of your healthcare team to determine the best course of treatment for you. Healthcare providers will respond to clients' voice mail with return calls and may leave messages.
- Third-party payers (insurance companies and governmental funding agencies): for use in payment collection and may include the diagnosis, treatment received, and date of treatment. (K.S.A. 65-5603)
- Health professionals or subsequent healthcare provider: to assist in your care after you are no longer being treated by this facility or in addition to this facility. Contacts with referring healthcare professionals and pharmacies if indicated.
- Officers of the court: When treatment is a requirement of the court, health information will be disclosed to the appropriate agencies as required by law.
- Specified client records to designated agencies or individuals as indicated on the Authorization for Release of Information.
- To medical personnel when a medical condition poses an immediate threat to the health of the client and/or emergency medical intervention is warranted.

Non-Routine Types of Disclosures

- Communications with family/significant others: Using our best judgment, we may disclose to a family member, other relative, or to a close personal friend, health information relevant to that person's involvement in your care or payment related to your care.
- Schools: In a collaborative effort to provide treatment to a minor, testing results and information gathered in therapeutic assessments may be disclosed.
- Public health agency: We may disclose (if required by law) to public health or legal authorities charged with preventing or controlling disease, injury, or disability.
- Suspected child or dependent adult abuse.
- Law enforcement: Health information may be disclosed in response to a valid court order.
- Employee Assistance Program/Employer: Limited health information may be disclosed to the extent necessary to comply with applicable laws when treatment is at the request or referral of an employer.
- Workers compensation: We may disclose health information to the extent authorized and to the extent necessary to comply with laws relating to workers compensation.
- Certain qualified individuals or organizations may have access to client records for audit or evaluations for them to determine our compliance with state and federal regulations.
- Business associates: We provide some services through collaboration with other human service agencies. We also have Business Associate Contracts or Chain of Trust Partner Agreements with other organizations to provide safeguards for protected health information disclosures, required to conduct the Center's operations in providing client care and services.

The items listed above are examples of uses and disclosures. This is not a complete list. If you have a question concerning disclosure, please contact our Chief Operating Officer.

Most uses and disclosures of psychotherapy notes (where appropriate), uses and disclosures of protected health information for marketing purposes, and disclosures involving a sale of protected health information require authorization. An authorization may be revoked in accordance with 45 C.F.R. § 164.508(b)(5).

YOUR RIGHTS REGARDING ELECTRONIC HEALTH INFORMATION TECHNOLOGY

CrossWinds participates in electronic health information technology or HIT. This technology allows a provider or a health plan to make a single request through a health information organization or HIO to obtain electronic records for a specific patient from other HIT participants for purposes of treatment, payment, or health care operations. HIOs are required to use appropriate safeguards to prevent unauthorized uses and disclosures.

You have two options with respect to HIT. First, you may permit authorized individuals to access your electronic health information through an HIO. If you choose this option, you do not have to do anything.

Second, you may restrict access to all of your information through an HIO (except as required by law). If you wish to restrict access, you must submit the required information either online at http://www.KanHIT.org or by completing and mailing a form. This form is available at http://www.KanHIT.org. You cannot restrict access to certain information only; your choice is to permit or restrict access to all of your information.

If you have questions regarding HIT or HIOs, please visit http://www.KanHIT.org for additional information.

If you receive health care services in a state other than Kansas, different rules may apply regarding restrictions on access to your electronic health information. Please communicate directly with your out-of-state health care provider regarding those rules.

Your Rights Under the Federal Privacy Standard

Although health records about you are the Center's property, you have certain rights with regard to the information contained therein as follows:

You have the right to obtain a copy of this Notice of Information Practices. The Notice is available to you in paper form and is posted on our website at www.crosswindsks.org. Upon request, the Center will also provide you with a paper copy of this Notice, even if you have elected to receive the notice electronically.

You have the right to receive confidential communications of protected health information as provided by 45 C.F.R. § 164.522(b), as applicable.

You have the right to inspect and obtain a copy of health information about you upon written request. This right is not absolute and in certain situations, we can deny access if access might cause harm to the client or another individual. You do not have a right to access information in our records that was generated by an entity other than the CrossWinds. Psychotherapy notes, separated from the medical record or information that was obtained from someone other than a healthcare provider under a promise of confidentiality, are not covered by this right to access.

In other situations, when access to mental health information is denied, the Center will inform you of the reason for denying access and how to seek a review of that decision. The reviewable grounds for denial include but are not limited to:

- The access is reasonably likely to endanger the life or physical safety of the individual or another person, as determined by a qualified mental health professional.
- The health information makes reference to another person and such information is likely to cause substantial harm to the other person, as determined by a qualified mental health professional.
- The request is made by the individual's designee and providing the information to the designee is likely to cause substantial harm to the individual or another person, as determined by a qualified mental health professional.

For these reviewable grounds, the Executive Director will review the decision of the provider denying access, and provide the client a written explanation of the reason(s) for denial within 60 days.

If you request an electronic copy of protected health information that is maintained electronically in one or more designated record sets, the Center will provide you access to the electronic information in electronic form and format request, if it is readily producible or, if not, in a readable electronic form and format agreed to by you and the Center.

You have the right to request a correction or amendment to health information about you. We do not have to grant the request if the record was not created by the Center. In such instances, you must seek correction or amendment from the agency creating the record. If they correct or amend the information, we will file the change in our record. We do not have to grant the request if the record is accurate and complete, or if the record is not available to you as described immediately above. If your request for correction or amendment is denied, the Center will inform you of the reason for denying access. If the request for correction or amendment to the record is granted, the change will be made to our record, and the correction/amendment distributed to those you identify to us as needing the information. When appropriate, the correction or amendment may be distributed to other entities, as defined in the Uses and Disclosures section of this Notice.

You have the right to request restriction on uses and disclosures of health information about you for treatment, payment, and health care operations, and communications by alternate means. "Health care operations" consist of activities that are necessary to carry out the operations of the Center, such as quality assurance and peer review. The right to request restriction does not extend to uses or disclosures permitted or required under 164.502(a)(2)(i) (disclosures to you), 164.510(a) (for facility directories, but note that you have the right to object to such uses), or 164.512 (uses and disclosures not requiring a consent or an authorization). The latter uses and disclosures include, for example, those required by law like mandatory reporting of child and adult abuse, and in those cases, you do not have a right to request restriction. The Consent to use and disclose individually identifiable health information form includes an option to request restriction. We do not, however, have to agree to the restriction. If the restriction is granted, we will adhere to it unless you request otherwise or we give you advance notice. You may also ask us to communicate with you by alternate means and, if the method of communication is reasonable, we must grant the alternate communication request. Refer to the consent form.

You have the right to request a restriction of disclosure of certain protected health information about you to a health plan. You may request the Center not to disclosure protected health information about you to a health plan if: (1) the disclosure is for the purpose of carrying out payment or healthcare operations and is not otherwise required by law; and (2) the protected health information pertains solely to a healthcare item or service for which you, or person other than the health plan on behalf of the individual, has paid the covered entity in full.

You have the right to obtain an accounting of "non-routine" uses and disclosures, other than those for treatment, payment, and health care operations. However, we do not need to provide an accounting of uses and disclosures made prior to 4-14-2003 and for:

- The facility directory, or to persons involved in the individual's care as provided in 164.510 (uses and disclosures requiring an opportunity for the individual to agree or object, including notification to family members, personal representatives, or others responsible for the care of the individual).
- National security or intelligence purposes under 164.512(k)(2) (disclosures not requiring consent, authorization, or an opportunity to object, see chapter 16).
- Those made to correctional institutions or law enforcement officials under 164.512(k)(5) (disclosures not requiring consent, authorization, or an opportunity to object).

After receipt of a valid, written request for non-routine accounting, we will provide the accounting within 60 days. The accounting will include the date of each disclosure, the name and address of the entity who received the health information, a brief description of the information disclosed, and a brief statement of the purpose of the disclosure that informs you of the basis for the disclosure or, in lieu of such statement, a copy of your written authorization, or a copy of a written request for disclosure.

You have the right to be notified following a breach of unsecured protected health information.

You have the right to revoke your consent or authorization to use or disclose health information in accordance with 45 C.F.R. § 164.508(b)(5), except to the extent that we have already taken action in reliance on the consent or authorization.

THE CENTER IS REQUIRED TO ABIDE BY THE TERMS OF THIS NOTICE AS CURRENTLY IN EFFECT. WE RESERVE THE RIGHT TO CHANGE OUR INFORMATION PRACTICES, AND TO MAKE THE NEW PROVISIONS EFFECTIVE FOR ALL INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION WE MAINTAIN. SHOULD WE CHANGE OUR INFORMATION PRACTICES, YOU HAVE THE RIGHT TO REQUEST A COPY OF THE NEW NOTICE, WHICH SHALL BE POSTED, BE AVAILABLE FOR COLLECTION AT ALL OF THE CENTER'S LOCATIONS, AND AVAILABLE ELECTRONICALLY AT WWW.COSSWINDSKS.ORG. THE NOTICE MAY ALSO BE PROVIDED IN OTHER MANNERS IN ACCORDANCE WITH RELEVANT FEDERAL AND STATE LAWS.

How to Contact Us About Privacy Matters:

If you have questions about this policy or related matters, please contact our Chief Operating Officer or Executive Director at 1000 Lincoln, Emporia, KS 66801, 1-800-279-3645 or 620-343-2211.

If you believe your privacy rights have been violated, you can file a complaint with the CrossWinds Chief Operating Officer or Executive Director at the address above; or with the Secretary of Health and Human Services. There will be no retaliation for filing a complaint.

PROFESSIONAL CLINICAL STAFF DISCLOSURE OF CREDENTIALS AND TRAINING:

The following is a list of the level of training and the title and license of the professional clinical staff that are employed at the CROSSWINDS to help you. Each is individually licensed or certified by the State of Kansas.

- Psychiatrist: Requires medical school and residency. Psychiatrists are authorized to practice medicine, including prescribing medication. Physician licensed in Kansas, Residency in Psychiatry.
- Advanced Practice Registered Nurse: Masters Degree in nursing with specialized education and training. APRNs can prescribe medication under protocol with a physician.
- Registered Nurse: Requires nursing school, a college degree, and state licensure. Works under the direction of Psychiatrists and Advanced Practice Registered Nurses. Assists with clients' medication management.
- Licensed Practical Nurse: Requires LPN nursing school and state licensure. Works under the direction of the Psychiatrists, the Advanced Practice Registered Nurses, and the Registered Nurse. Assists with clients' medication management.
- Licensed Psychologist: Doctoral degree in psychology plus internship.
- Licensed Masters Level Psychologist: At least a Masters degree in clinical psychology (or the equivalent) plus internship.
- Licensed Clinical Psychotherapist: Prerequisite license as a Masters Level Psychologist, and at least 2 years/4000 hours supervised clinical practice.
- Licensed Masters Social Worker: At least a Masters degree in social work and an internship.
- Licensed Specialist Clinical Social Worker: Prerequisite license as a Masters Level Social Worker, and 2 years/4000 hours supervised clinical practice.
- Licensed Marriage and Family Therapist: At least a Masters degree in marriage and family studies and an internship.
- Licensed Clinical Marriage and Family Therapist: Prerequisite license as a Licensed Marriage and Family Therapist, and 2 years/4000 hours supervised clinical practice.
- Licensed Professional Counselor: At least a Masters degree in counseling and an internship.
- Licensed Clinical Professional Counselor: Prerequisite license as a Professional Counselor, and 2 years/4000 hours supervised clinical practice.
- Substance Abuse Counselor: Licensed/certified by the State of Kansas.
- Intern: A student who is enrolled in an accredited collegiate program which requires clinical training under the direct supervision of a person licensed in Kansas. Interns are usually not licensed, since they are still in training.

INFORMED CONSENT:

As you begin your services here, and perhaps at other times, our staff will visit with you about informed consent, which means that you have certain information about your situation and our services so that you can make the best decisions for yourself and your treatment process. We'll visit with you about:

1. Your diagnosis and the nature of your problem or condition.
2. The recommended treatment(s)/service(s).
3. The purpose(s) of recommended treatment(s)/service(s).
4. Significant side-effects and/or inherent risks (if any) associated with the recommended treatment(s)/service(s) to be offered or provided. This applies to alternative treatments as well.
5. The likelihood of success or a good prognosis, if known, of the recommended treatment(s)/service(s).
6. Alternatives to the recommended treatment(s)/service(s).
7. The training, title(s), license(s), and scope and limitations of practice of our provider staff.
8. The concept that some forms of mental illness may have a biological or medical origin.

If one of our doctors or psychiatric nurses prescribes medication for you, they will visit with you about the following, based on your individual situation:

1. The possible side-effects, risks, benefits, and purpose of the medication(s).
2. That you are voluntarily agreeing to take the medication(s) prescribed.
3. Alternate treatments that may be available.
4. The risks/benefits of not taking the medication(s) prescribed.

ADVANCE DIRECTIVES:

The Patient Self-Determination Act is a federal law that requires health care providers to "provide written information" to adult clients concerning "an individual's right under state law…to make decisions concerning…medical care, including the right to accept or refuse medical or surgical treatment and the right to formulate advance directives." The following sections outlines what advance directives are. Kansas Statutes recognize both a living will and a durable power of attorney for health care. Advance directives are documents that state a patient's choices about treatment including decisions like refusing treatment, being placed on life-support, and stopping treatment at a point the patient chooses. It also includes requesting life-sustaining treatment if that is wanted. There are several kinds of advance directives, including durable power of attorney and living will. Through advance directives, patients can make legally valid decisions about their medical treatments.

The Durable Power of Attorney for Health Care:

A durable power of attorney for health care is a document in which a person gives someone else the right to make decisions about health care for him. The person who would make the decisions is known as an "agent" and can be any adult except a physician or other health care provider (including people who work, own or are directors for the health care providers and other health care institutions) unless the health care provider is related by blood or marriage to the person signing the document. The powers which can be granted include: the power to make decisions; give consent; refuse consent; or withdraw consent for organ donation, autopsy or the treatment of any physical or mental condition. The agent may also make all necessary arrangements for hospitalization, physicians or other care, and to request and receive all information and records and to sign releases for records. The person signing the durable power of attorney for health care can choose which of the above powers the agent will have. Specific instructions can be given. For example, a specific treatment may be prohibited. Requests for treatment, including life-sustaining care, can also be included. The special instructions allow the durable power of attorney for health care to be specific for each individual's needs. The agent and the health care providers must follow the patient's expressed wishes. This means that they must also respect any wishes that are stated in a living will. Unless limited, the durable power of attorney for health care allows the agent to make decisions about withholding or withdrawing life-sustaining treatment in all types of illnesses (including comas or persistent vegetative states) and is not limited to terminal illness. To be effective the document must be notarized or witnessed by two adults who are not related to and who will not inherit from the person signing the document. Notarizing the documents gives them portability from state to state.

The Living Will:

The Kansas living will is found in a statute titled "The Natural Death Act." The statute allows any adult to sign a form (relating to themselves only) which states that life-sustaining procedures should be withheld or withdrawn when decision-making capacity is lost and when such procedures would merely prolong death. Medical procedures deemed necessary to provide comfort or alleviate pain are not considered "life-sustaining procedures" under the act. For the living will or Natural Death Act Declaration to be effective, two physicians must personally examine the patient and determine that the patient has a terminal illness. The physicians must agree that death will occur whether or not the medical procedure or interventions is done. The form is not effective if the patient is pregnant. The living will must be witnessed by two adults who are not related to and will not inherit from the person making the living will.

If you have further questions, would like some more information about advance directives, or would like to obtain the appropriate forms, please ask.

DE-ESCALATION:

When need be, we use the de-escalation and emergency behavioral interventions of the Crisis Prevention Institute's *Non-Violent Crisis Intervention* program. Non-Violent Crisis Intervention is designed to assist staff to temporarily and safely intervene with a person whose behavior may escalate into disruptive or aggressive behavior, and has been proven effective in these circumstances, but in a way that does not cause humiliation, fear, or physical harm.

SERVICES:

A brochure describing our agency is available upon request. We also have brochures that describe specific services here, such as our children's services, school-based programs, substance use services, and so on. You can also visit our website for information: www.crosswindsks.org.

Crisis Intervention and Screening:

A licensed therapist is on-call 24 hours a day to respond to mental health and substance abuse crisis and emergency situations by telephone, or in person, if need be. For crisis intervention, emergency, or screening services, call these numbers - during hours: 620-343-2211 or 800-279-3645, after hours: 620-343-2626 or 866-330-3310. Getting help in a crisis/emergency situation can range from a brief, supportive, immediate intervention to a more intensive array of crisis services that can be put into place until the crisis is over. A "screening" may be conducted to help determine the right kind and level of service you may need. Most of the time, crises are taken care of without a hospital, or other out-of-home, placement because the

Center is able to apply services such as immediate counseling, medication, attendant care, and other related intensive outpatient services. When a hospital placement is needed, Center staff may help arrange for such, and are in place to support clients at the time of their discharge.

Outpatient Services:

Intake Evaluation/Assessment/Screening: Licensed therapists provide incoming clients with a comprehensive clinical interview which results in a diagnosis and a treatment plan. Follow-up steps are then enacted to get these individuals placed in services that will best meet their unique needs. Screening services also help determine the proper level of behavioral health care.
Psychiatric Medications: Psychiatrists and nurses are available for consultation, and for treatment with psychotropic medication.

Individual, Group, Couples, and Family Therapy: These forms of therapy are available for the individualized and personalized treatment of the symptoms and causes of mental illness and mental health problems.

Alcohol-Drug Information School (ADIS): ADIS is an 8-hour classroom-style course aimed at minors and adults who have been convicted of impaired driving or related charges. ADIS uses a multi-media approach in presenting the curricula to participants.

DUI Evaluation: When individuals are charged with certain legal offenses related to the use/abuse of alcohol, they may be required by the court to obtain a DUI Evaluation.

Psychological Evaluation and Testing: Certain of our staff are available to conduct psychological examinations and to provide detailed reports on the findings. These evaluations may be for mental health issues or substance abuse issues.

Outpatient Services No-Show Policy:

We want to help you succeed in treatment. Your provider is committed to your wellness and recovery and will meet with you on time and be ready to work, talk with you about your diagnosis and treatment, and develop treatment goals with you. Missing scheduled therapy appointments interferes with the effectiveness of treatment and prevents another client from benefitting from that time with a provider. You can show your commitment to therapy by being direct and honest with your provider, using each session to work on your goals, and keeping your appointments. Please read the policy outlined below and sign if you understand this policy.

1. If you need to cancel an appointment, you should cancel with at least 24 hours notice so that the time slot can be filled with another person in need. Recurring appointments are sometimes used to save a time slot for a client. This is considered a special privilege and will continue only if that client shows up for all appointments or gives at least 24 hours notice for infrequent cancellations.
2. If you fail to show up for an appointment without calling to cancel, all future and automatic/repeating appointments are removed from the provider's schedule.
3. After each missed appointment, either by a no-show or a late cancellation, the provider will discuss reasons for the missed appointment with you so that you can develop remedies to prevent further missed appointments.
4. If your rate of no-show/late-cancellation exceeds 20% in any 90-day period, or if you miss a scheduled evaluation time (e.g., DUI evaluation, psychological evaluation), your name will be placed on a **Day-Of List** by the provider. When you identify a day when you can make it in for an appointment, you will notify the provider. If that provider has an opening that day, s/he can offer an appointment for that day only. When you follow through with at least one (1) Day-Of appointment with the provider, you can reschedule normally or continue on the Day-Of List schedule, at the discretion of the provider.
5. If you make no attempts to reschedule within or up to 60 days, a letter may be sent to you notifying you that your chart may be closed.

Community-Based Services:

Note: With a few exceptions, to qualify for community-based services, one must be determined by the CrossWinds to be an adult with severe and persistent mental illness (SPMI), or a youth with serious emotional disturbance (SED). These services are designed to promote independent living for adults and a home/family environment for youth.

Attendant Care: A one-on-one support to consumers to reinforce skills related to the usual activities of daily living.

Community Psychiatric Supportive Treatment and Targeted Case Management Case Management: These services are provided by case managers to assist consumers in adjusting to the community by helping them achieve specific behavioral, personal, emotional, social, educational and/or vocational goals, and activities of daily living. Case managers also coordinate their work with family members, employers, educators, physicians, other agencies, and other persons connected to the client. Certain adult consumers who participate in the Center's Community Support Services program may be eligible for the Center to act as their payee.

Intensive Services: Designed to prevent unnecessary hospitalizations, or other out-of-home placements, or to assist individuals as they transition back home following a hospital or other placement. These include attendant care, case management, and may include access to our short-term crisis stabilization apartments.

Liaison Services: Designated Center staff maintain regular contact with psychiatric hospitals, the purpose of which is to create a seamless system of care that is integrated and coordinated, making the best use of resources for the benefit of consumers and families.

Peer Support: Peer Support is aimed at adults with SPMI, and is provided by an adult consumer who is well along the ongoing path of recovery, and who has undergone a training course. The peer support worker helps others in their quest for recovery. The focus is on rehabilitation and recovery by helping a consumer develop coping skills, finding techniques for managing their psychiatric symptoms, learning how to find support services in the community, and learning independent living skills. The peer support worker also helps the consumer develop a network for information and support from others who have been through similar experiences.

Psychosocial Rehabilitation (aka Day Treatment): Psychosocial Rehabilitation is an intensive, structured outpatient treatment conducted in group settings or individually. Day treatment, combined with other outpatient treatments, can be an alternative to hospital-based treatment, or other out-of-home treatment settings, and can also facilitate transition back to the community following such placements. The focus is on restoration, rehabilitation, and support with the development of social/interpersonal skills, enhancing personal relationships, establishing support networks, and developing coping strategies and effective functioning in the consumer's social environment including home, work, and school.

Psychosocial Rehabilitation Individual: Designed to assist restoration, rehabilitation, and support of social/interpersonal skills, enhancing personal relationships, establishing support networks, and developing coping strategies and effective functioning in the consumer's social environment including home, work, and school.

SED/HCBS Medicaid Waiver Services: The following services are only available for those youth that qualify for the SED/HCBS Medicaid Waiver:

- Wrap-Around Facilitation and Planning: Wrap-Around Facilitation and Planning is a team approach for designing and implementing treatment services for youth who have SED and are on the SED Waiver. The team's work is based on active leadership and participation of the parents or caregivers. The idea is to wrap services around the child and the family in a coordinated manner based on a Plan of Care, the aim of which is to help keep the family unit intact and to provide the necessary treatments a youth may need.
- Independent Living Skill-Building: This service is for youth on the HCBS/SED Medicaid Waiver, and is designed to assist them in transition to adulthood with support for self-help, socialization, and adaptive skills necessary for greater independence.
- Parent Support and Training and Parent Support Group: These are services for the parents/caregivers of youth who are on the HCBS/SED Medicaid Waiver, providing them with the training/support necessary to ensure active participation of the family in their child's treatment planning process, and with the ongoing implementation and reinforcement of skills learned throughout the treatment process. Training is provided to family members to increase their ability to provide a safe and supportive environment for their child.

Prevention and Support Services:

CrossWinds an array of supportive services, such as: Love and Logic (parenting education), Parenting After Divorce Classes, Employee Assistance Programs (EAP), Head Start & Early Head Start Consultation, Mental Health First Aid, Disaster Response Team, Debriefing Services and Fetal Alcohol Syndrome (FAS) Clinic. Please ask about other opportunities for growth and learning available at our agency.