

*Adult Day Centers
and
Group Respite Programs
Caregiver Handbook
of
Program Policies*



**adult
center for
enrichment**

THE EXPERIENCE WILL ENRICH YOUR LIFE

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Welcome

Mission:

To enrich the lives of frail and impaired adults, their families and community through specialized adult day services, respite care, education and support.

The Adult Center for Enrichment operates Adult Day Centers and Group Respite Programs to care for adults with physical, emotional, and/or mental impairments. Program participants may receive assistance with activities of daily living, health monitoring, supervision and restorative services to help participants achieve and maintain optimum level of functioning.

Program staff provides meaningful experiences for participants while providing respite for families/caregivers of impaired adults who need this support to meet a range of needs: career obligations, family emergencies, time for shopping, medical appointments or as relief from the day-to-day responsibility and stress of caring for a dependent family member.

SERVICES PROVIDED:

Adult Day Centers

ACE operates three adult day centers that offer care Monday through Friday from 7:30 a.m. to 5:30 p.m. Participants can choose from one to five days per week on a scheduled basis. Our centers provide a safe and secure setting for frail and impaired adults. Participants engage in on-site activities such as art and music and are provided with a nutritious lunch, snacks, and/or breakfast. On-site nursing services with a registered nurse are available to participants. Each center is very much like a family unit. The participants form friendships and interact with each other and the staff. They are well cared for, and it becomes very much like a home away from home.

Group Respite Programs

Group Respite is offered at three locations in Greensboro: Muir's Chapel United Methodist Church, First Baptist Church and Temple Emanuel. The program is from 10:00 a.m. to 2:00 p.m. on certain days of the week depending on the location. Lunch is provided. This program is designed to expand the participants' abilities through stimulating and fun social activities. The participants for this program need to be a physically independent as there is no hands-on care provided.

CarePartners at Home

CarePartners at Home pairs caregivers with a trained volunteer who has been screened complete with a thorough back ground check. The service is designed to provide a friend to the person being cared for, and the volunteer comes into the home for the visit. Although the program doesn't provide hands-on care, it gives the caregiver a break where they can leave the house to run errands or simply take a nap with the assurance that their loved one is in good hands.

Caregiver Education

Caregiver Education is another service that we offer. The focus here is on the caregiver and providing them with the information they need to best help themselves and their loved ones live up to their potential.

For more information about any of these services as well as volunteer opportunities contact our office at (336) 274-3559.

Locations and Contact Information

Administrative Office and CarePartners

Physical Address:

122 N. Elm Street, Suite 600
Greensboro, NC 27415

Phone: (336) 274-3559

Fax: (336) 373-0926

E-mail: chip@ACEcare.org

Mailing Address:

P.O. Box 13048
Greensboro, NC 27401

Adult Day Centers

ACE at Bardolph

Dorothy Bardolph Human Services Building
301 E. Washington Street, Suite 111
Greensboro, NC 27401

Phone: (336) 373-4301

Fax: (336) 393-4523

E-mail: Bardolph@ACEcare.org

ACE at Caldwell House

Rachel and David Caldwell House
800 Sixteenth Street
Greensboro, NC 27405

Phone: (336) 621-2273

Fax: (336) 954-5704

E-mail: Caldwell@ACEcare.org

ACE at River Landing

River Landing at Sandy Ridge
1575 John Knox Drive
Colfax, NC 27235

Phone: (336) 664-6875

Fax: (336) 668-3632

E-mail: Riverlanding@ACEcare.org

Group Respite Programs

ACE at First Baptist

First Baptist Church
1000 W. Friendly Ave., Ste. 111
Greensboro, NC 27401

Phone: (336) 274-3286 Ext. 244

E-mail: Respite@ACEcare.org

ACE at Muir's Chapel UMC

Muir's Chapel United Methodist Church
314 Muir's Chapel Road
Greensboro, NC 27410

Phone: (336) 299-1913 Ext. 323

E-mail: Respite@ACEcare.org

ACE at Temple Emanuel

Temple Emanuel
1129 Jefferson Road
Greensboro, NC 27410

Phone: (336) 292-7899

E-mail: gmooss@ACEcare.org

Client's Bill of Rights

(As a provider of Adult Day Services funded through the Home and Community Care Block Grant in North Carolina, the Adult Center for Enrichment assures these rights to our participants and family members.)

1. You have the right to be fully informed of all your rights and responsibilities as a participant of the program.
2. You have the right to appropriate and professional care relating to your needs.
3. You have the right to be fully informed in advance about the care to be provided by the program.
4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.
5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.
6. You have the right to voice grievances with respect to care that is provided and to expect no reprisal for the grievance expressed.
7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
8. You have the right to expect the preservation of your privacy and respect for your property.
9. You have the right to receive a timely response to your request for services.
10. You shall be admitted for services only if the agency has the ability to provide safe and professional care at the level of intensity needed.
11. You have the right to be informed of agency policies, charges and costs for services.
12. If you are denied service solely on your ability to pay, you have the right to be referred elsewhere.
13. You have the right to honest, accurate information regarding the industry, agency, and of the program in particular.
14. You have the right to be fully informed about other services provided by this agency.

Participant's Statement of Rights

(Certified by the North Carolina Division of Aging, the Adult Center for Enrichment assures the following rights of participants, as outlined in the adult day services standards.)

1. The right to be treated as an adult, with consideration, respect, and dignity, including privacy in treatment and in care for personal needs.
2. The right to participate in a program of services and activities designed to encourage independence, learning, growth, and awareness of constructive ways to develop one's interest and talent.
3. The right to self-determination within the daycare setting, including the opportunity to: participate in developing one's plan for services and any changes therein; decide whether or not to participate in any given activity; be involved to the extent possible in program planning and operation; refuse treatment and be informed of the consequences of such refusal; end participation in the adult day care center at any time.
4. The right to be cared about in an atmosphere of sincere interest and concern in which needed support and service are provided.
5. The right to a safe, secure and clean environment.
6. The right to confidentiality and the requirement for written consent for release of information to persons not authorized under law to receive it.
7. The right to voice grievances without discrimination or reprisal with respect to care or treatment that is (or is not) provided.

Participant's Statement of Rights

(Continued)

8. The right to be fully informed, as evidenced by the participant's written acknowledgement of these rights, of all rules and regulations regarding participant conduct and responsibilities.
9. The right to be free from harm, including unnecessary physical or chemical restraint, isolation, excessive medication, abuse or neglect.
10. The right to be fully informed, at the time of acceptance into the program, of services and activities available and related charges.
11. The right to communicate with others and be understood by them to the extent of the participant's capability.

Client Rights

(Medicaid CAP MR/DD)

Clients have the right to:

1. Be fully informed of all rights and responsibilities as a participant at the program.
2. Appropriate and professional care relating to your needs.
3. Be fully informed in advance about the care to be provided by the program.
4. Be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.
5. Participate in determining the care that you will receive and in altering the nature of the care as your needs change.
6. Voice grievances with respect to care that is provided and to expect no reprisal for the grievance expressed.
7. Expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
8. Expect the preservation of your privacy and respect for your property.
9. Receive a timely response to you request for services.
10. Be admitted for services only if the agency has the ability to provide safe and professional care at the level of intensity needed.
11. Be informed of agency policies, charges and cost for services.
12. Be referred elsewhere in the event you are denied service solely on your ability to pay.
13. Honest, accurate information regarding in the industry, agency and of the program in particular.
14. Be fully informed about other services provided by this agency.

NON-DISCRIMINATION

The Adult Center for Enrichment does not discriminate against participants, caregivers, responsible parties, or any other potential recipient of service because of race, color, creed, disability, national ethnic origin, sexual orientation, age, religion, or gender.

TARGET POPULATION

Services are available for adults 21 years of age or older who are in need of socialization in a safe secure setting. Special consideration is given to those between the ages of 18 - 21 whose needs may be met in an adult day program setting. Decisions regarding acceptance into the center are determined on an individual basis. Determination of eligibility is based on whether the center has sufficient resources to provide quality care based on the applicant's functional limitations and the limitations of those already enrolled. Services are typically provided to residents of Guilford County, but special consideration may be given to any adult in need regardless of the geographic location of their residence

HOURS

Adult Day Centers are open from 7:30 am to 5:30 pm, Monday through Friday. Group Respite Programs are available from 10:00 am to 2:00 pm on the following schedule: First Baptist Church Tues., Wed., & Fri.; Muir's Chapel Mon. & Thurs.; and Temple Emanuel Tues. & Thurs.

STAFF

Adult Day Centers are supervised by the Director of Adult Day Services and staffed with a Program Director; Assistant Program Director; Health Coordinator; Activities Assistant; Program Assistants; and Volunteers. Group Respite Programs are supervised by the Director of Caregiver Services and staffed with a Respite Director as well as Volunteers. Administrative staff consisting of the Executive Director; Business Manager; and Family Support Specialist are available to all program services and locations.

MEALS AND SNACKS

A hot, nutritious meal, meeting 1/3 of daily nutritional requirements is served at noon. Caldwell House and the Bardolph Center offer breakfast as well as an afternoon snack. River Landing offers a healthy morning and afternoon snack. Due to the program schedule lunch and morning snack are provided at the Group Respite Programs.

TRANSPORTATION

Family members should provide transportation whenever possible. The Adult Center for Enrichment does not provide transportation.

INSURANCE

The Adult Center for Enrichment maintains liability insurance.

MEDICATIONS

Adult Day Centers: All medications will be kept by the staff in a locked area. Medications must have a prescription label. Medications kept by the program shall be in containers in which they were dispensed. The containers shall be clearly labeled with the participant's full name, the name and strength of the medicine, and dosage and instructions for administration. Medicines kept by the program shall be kept locked in a safe place. Participants may not keep or administer their own medications while at the program.

Medications no longer needed shall be sent home with the responsible party. If that is not an option then the Health Coordinator shall dispose of the medication in accordance with agency policy.

Group Respite Programs: If a participant is unable to be responsible for his/her medication, the medications and written instructions for administering them must be signed and provided by the caregiver and marked with the participant's name and time of dose. It shall be kept in a secured and designated place for him/her and given for him/her to take at the time indicated in the caregiver's written directions by the program manager or a person designated as first responder.

APPLICATION

Persons applying for enrollment must attend a pre-enrollment interview/assessment. If necessary, a trial day may be scheduled and continued assessment will determine enrollment eligibility.

CONTRACT ENROLLMENT

This is the most preferred method of enrollment. Participants may choose a schedule of attendance from 1 to 5 days per week.

INTERMITTENT USE

Participants with other care arrangements who choose to attend a program on an intermittent basis (less than one time each week) may use intermittent services. Arrangements for attendance must be made at least 24 hours in advance. Availability is limited.

FEES

All participants are obligated to pay for each scheduled day he/she has agreed to attend, regardless of actual attendance. Fees are due on the first day of the month. Fees for intermittent use are due at the time of services. Bills will be mailed prior to the first of the month and will reflect payments made in the previous month. If payment is not received by the 15th of the month a late fee of \$15.00 will be assessed. If payment in full is not received by the end of the month further charges may be assessed and the participant may be discharged from the program. Any account over 60 days past due will be subject to being sent to a collection agency and all costs related to collecting the account will be added to the participant's account.

FINANCIAL ASSISTANCE

It is our desire that no one be denied services because of inability to pay. Qualification for financial assistance will be determined by a confidential, multi-criteria assessment. If funds are not available the participant will be placed on a waiting list.

WEATHER CLOSINGS

Check TV channels WFMY News2, WGHP/FOX8, WXII-12, and Radio 99.5 FM for detailed information. Closings and delays are made considering the safety of both participants and staff. Information is posted under the Adult Center for Enrichment.

HOLIDAY CLOSINGS

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
President's Day (Staff work day)	Thanksgiving Thurs. & Friday
Good Friday	Christmas Day plus 1 additional day at this time
Memorial Day	<i>Additional staff development days to be announced.</i>

ABSENCES

Please call the program if you will not be attending on a scheduled day. Vacation and illness not requiring hospitalization are counted as regular absences and the terms of the financial agreement will be maintained.

EXTENDED ABSENCES

Participants who are or will be absent for an extended period of time (10 consecutive days) with the intention of returning will be considered inactive, unless payment is received to hold their space(s). Inactive participants will be placed on a priority waiting list, giving them first access to available spaces in our programs when they are able to return.

RETURNING TO THE PROGRAM

Following an extended illness or hospitalization (An illness is considered extended after 10 consecutive days of absences) the following is required before the participant may return to the program: Doctor to complete the medical update form or a signed note stating participant's ability to return to the program, as well as a reassessment by the staff. Reassessment can be scheduled through the Program Director.

MAKE-UP DAYS

Absences from the program may be made up on another day. Participants who have less than full time enrollment may add additional days to their schedule as space permits. Make-up days must be used within 30 days from the absence.

*Absences due to holidays, staff training days, and weather closings may not be made-up.

LATE PICKUP FEES

Adult Day Centers: If at closing time, we have not heard from anyone and no one has picked up the participant, we will make every effort to reach emergency contacts. If no contact has been made with responsible party by 6 p.m., Adult Protective Services will be called. They will arrange for the participant to spend the night in a safe environment. The caregiver will be charged for this service. Caregiver's will be billed \$1 per minute the participant is left after 5:30 pm.

Group Respite Programs: If at 2:15 pm the caregiver and emergency contacts cannot be reached, the participant will be taken to one of the Adult Day Centers. If no contact has been made with responsible party by 6 p.m., Adult Protective Services will be called. They will arrange for the participant to spend the night in a safe environment. The caregiver will be charged for this service. The caregiver will be billed \$1 per minute the participant is left past 2:00 p.m.

WITHDRAWAL

Should a participant choose to withdraw from the program, a written notice should be given at least 2 weeks in advance of the last day.

TERMINATION

In the event that the determination is made that our services are no longer appropriate for the participant, the family will receive a 2 week notice, unless immediate termination is necessary due to the participant's condition making enrollment a danger to self or others. Staff will assist families by making referrals to other more appropriate services.

EMERGENCIES

Upon enrollment at the Adult Center for Enrichment, family members should provide two emergency contacts that will be available to pick up the participant or respond to an emergency in the course of the day should we be unable to reach the primary caregiver. These contacts should be aware they have been listed and of their responsibility to respond in case of emergency.

Minor injury or illness will be treated at the Center. The family member may be requested to take the participant home for the day. Serious illness or injury will be treated using emergency procedures. The 911 system may be activated. Family members will be notified as soon as possible.

ADVANCED DIRECTIVES

Adult Center for Enrichment provides adult day care and is not a medical facility. In the event a person has a medical emergency, it is the Center's policy to perform basic first aid and if deemed necessary, begin CPR procedures. It is the Center's policy to call 911 so trained personnel can determine the problem and continue proper treatment.

When a participant has an Out of Facility Do Not Resuscitate Order (DNR), the Center staff will honor this document. The original form must be kept at the Center. The Program Director is responsible for the location of the document and informing all staff. Should a medical emergency arise while the person is at the Center, staff will not initiate CPR but will call 911 and provide comfort measures until medical personnel arrive. The DNR document will be given to appropriate medical personnel when they arrive at the Center.

PERSONAL BELONGINGS

Participants are requested not to bring money or valuables to the Center. The Center will not be responsible for the loss of such items. Participants are provided a storage space for personal belongings. All participants must maintain a full set of clothing at the Center. Clothing and other items should be marked with the participant's name. Pocket knives and other weapons are not permitted at any time.

SMOKING

Smoking is permitted on an individualized basis in designated outdoor areas. Smoking materials should be under the care and supervision of staff while the participant is at one of our programs.

VISITS

Visits to the programs are welcomed and encouraged.

GRIEVANCES

It is the intent of the Adult Center for Enrichment, should any problem or concern arise, it will be handled effectively, efficiently and positively by the Center's Program Director. Should there be an inability to resolve a concern in this manner, the participant/family member/or responsible party is encouraged to seek an outcome, satisfactory with all parties, from the Program Director's Supervisor. Following this effort, problems or concerns that continue may be addressed to the Executive Director, and as a last resort, in writing, to the Executive Committee of the agency's Board of Directors. Please remember that the Board of Directors is responsible for governance only; daily operations are the responsibility of staff.

ABUSE and NEGLECT

It is the responsibility of each staff member to be aware of the possibility of any incident of abuse or neglect of all participants. If such is suspected, a report and documentation must be made immediately to the Program Director who will report directly to the Executive Director who in turn will notify Adult Protective Services of the Department of Social Services. Guidelines are included in orientation and regular staff in service training. When participants have assigned case managers from a funding source, including but not limited to Medicaid CAP-DA and Medicaid CAP-MR/ DD, reports will follow the specific instructions of the funding source. At a minimum, the case manager will be apprised of the APS report.

GIFTS TO EMPLOYEES

Gifts to employees from anyone receiving services are strictly prohibited. Families who wish to show their appreciation for care provided by program staff can do so in the form of an honorarium to the agency or specifically to the Staff Appreciation Fund. Money donated to the Staff Appreciation Fund will be used for staff appreciation.

EXPECTATIONS OF RESPONSIBLE PARTY

The Adult Center for Enrichment expects the following assistance from the responsible party of a program participant:

- ♥ *That* the participants who leave the programs for medical/dental appointments discuss the nature of the appointment with the nurse.
- ♥ *That* arrangement for prompt pick-up of a disruptive or ill participant be made when staff request that such action be taken.
- ♥ *That* participants with fever, flu, or other contagious illness be kept out of the program.
- ♥ *That* annual medical forms be completed in a timely manner.
- ♥ *That* the responsible party be present for service plan meetings and be available for other family conferences at the request of the program staff.
- ♥ *That* payment of bills be prompt.
- ♥ *That* any arrangements for Adult Center for Enrichment staff to receive payment for caregiving services rendered to program participants outside of hours and location of program operation become the sole legal and financial liability of the responsible party. The Adult Center for Enrichment negates any and all legal and financial obligations to said arrangement.
- ♥ Honorariums: If an employee acts on behalf of the organization, honorariums are to be paid directly to the Adult Center for Enrichment.

ADULT CENTER FOR ENRICHMENT, INC.

NOTICE OF PRIVACY INFORMATION PRACTICES

EFFECTIVE: June 28, 2006

REVISED: June 28, 2006

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY.

If you have any questions about this notice, please contact the Adult Center for Enrichment Assistant Executive Director at (336) 274-3559.

WHO WILL FOLLOW THIS NOTICE:

This notice describes our Center's practices and that of:

- Any health care professional authorized to enter information into your medical record
- Any member of a volunteer group we allow to help you while you are in the Center
- All employees, staff and other Center personnel

OUR PLEDGE REGARDING MEDICAL INFORMATION:

We understand that medical information about you and your health is personal. We are committed to protecting medical information about you. We create a record of the care and services you receive at the Center. We need this record to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records of your care generated by the Center, whether made by Center personnel or your personal doctor. Your personal doctor may have different policies or notices regarding the doctor's use and disclosure of your medical information created in the doctor's office or clinic.

This notice will tell you about the ways in which we may use and disclose medical information about you. We also describe your rights and certain obligations we have regarding the use and disclosure of medical information.

We are required by law to:

- Make sure that medical information that identifies you is kept private;
- Give you this notice of our legal duties and privacy practices with respect to medical information about you; and
- Follow the terms of the notice that is currently in effect.

HOW WE MAY USE AND DISCLOSE MEDICAL INFORMATION ABOUT YOU.

The following categories describe different ways that we use and disclose medical information. For each category of uses or disclosures, we will explain what we mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

- **For Treatment.** We may use medical information about you to provide you with medical treatment or services. We may disclose medical information about you to doctors, nurses, technicians, medical students or other Center personnel who are involved in taking care of you at the Center. For example, a doctor treating you for a broken leg may need to know if you have diabetes because diabetes may slow the healing process. In addition, the doctor may need to tell the dietitian if you have diabetes so that we can arrange for appropriate meals. Different departments of the Center also may share medical information about you in order to coordinate the different things you need, such as prescriptions, lab work and x-rays. We also may disclose medical information about you to people outside the Center who may be involved in your medical care

before, during or after you leave the Center, such as family members, clergy or others we use to provide services that are part of your care. We may provide, without your consent, medical information about you in connection with the provision of

emergency medical services but disclosures shall be limited to that which is necessary to meet the emergency. We will otherwise only disclose medical information about you to people outside the Adult Center for Enrichment, who are not currently involved in your care at the Adult Center for Enrichment, with your consent, except for disclosures that are required or permitted by law.

- **For Payment.** We may need to use and disclose medical information about you so that the treatment and services you receive at the Center may be billed to, and payment may be collected from, you, an insurance company or a third party. For example, we may tell your health plan about the services you may receive at the Center to obtain prior approval or to determine whether your plan will cover the services. We are permitted by law to disclose the amount of medical information necessary for us to obtain payment for the care and services provided to you pursuant to the terms of a third party contract. For example, if your insurance contract provides for the release of information. Our disclosure of medical information for the purpose of obtaining payment for the care and services provided to you may also include our giving information to your family members who are involved in your care, insureds on your policy or help pay for your care.
- **For Health Care Operations.** We may use and disclose medical information about you for Center operations. These uses and disclosures are necessary to run the Center and make sure that all of our participants receive quality care. For example, we may use medical information to review our treatment and services and to evaluate the performance of our staff in caring for you. We may combine medical information about many Center participants to decide what additional services the Center should offer and what services are not needed. We may disclose information to doctors, nurses, technicians, medical students, and other Center personnel for review and learning purposes. We may also combine the medical information we have with medical information from other Centers to compare how we are doing and see where we can make improvements in the care and services we offer. We may remove information that identifies you from this set of medical information so others may use it to study health care and health care delivery without learning who the specific participants are.
- **Appointment Reminders.** We may use and disclose medical information to contact you as a reminder that you have an appointment for treatment or medical care at the Center.
- **Treatment Alternatives.** We may use and disclose medical information to tell you about or recommend different ways to treat you.
- **Health-Related Benefits and Services.** We may use and disclose medical information to tell you about health-related benefits or services that may be of interest to you.
- **Fundraising Activities.** We may use medical information about you to contact you in an effort to raise money for the Center and its operations. If you do not want the Center to contact you for fundraising efforts, you must notify the Assistant Executive Director in writing.
- **Center Newsletter.** We may include certain limited information about you in the Center Newsletter while you are a participant at the Center.
- **Individuals Involved in Your Care or Payment for Your Care.** We may release medical information about you to a friend or family member who is involved in your medical care unless you object. We may also give information to someone who helps pay for your care. We may also tell your family or friends your condition and that you are in the Center. In addition, we may disclose medical information about you to an entity assisting in a disaster relief effort so that your family can be notified about your condition, status and location. You can object to these disclosures by telling us that you do not wish any or all individuals involved in your care to receive this information. If you cannot agree or object, we will use our professional judgment to decide whether it is in your best interest to disclose relevant information to someone who is involved in your care or to an entity assisting in a disaster relief effort
- **Research.** Under certain circumstances, we may use and disclose medical information about you for research purposes. For example, a research project may involve comparing the health and recovery of all participants who received one medication to those who received another for the same condition. All research projects, however, are subject to a special approval process. This process evaluates a proposed research project and its use of medical information trying to balance the research needs with participants' need for privacy of their medical information. Before we use or disclose medical information for

research, the project will have been approved through this research approval process; but we may, however, disclose medical information about you to people preparing to conduct a research project, for example, to help them look for participants with specific medical needs so long as the medical information they review does not leave the Center. All research projects, however, will require your written consent if the researchers will know who you are. Medical information about you that has had identifying information removed may be used for research without your consent.

- **As Required By Law.** We will disclose medical information about you when required to do so by federal, state or local law.
- **To Avert a Serious Threat to Health or Safety.** We may use and disclose medical information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.

SPECIAL SITUATIONS

- **Military and Veterans.** If you are a member of the armed forces, we may release medical information about you as required by military command authorities. We may also release medical information about foreign military personnel to the appropriate foreign military authority. If you are a member of the Armed Forces, we may disclose medical information about you to the Department of Veterans Affairs upon your separation or discharge from military services. This disclosure is necessary for the Department of Veterans Affairs to determine if you are eligible for certain benefits. We may use and disclose to components of the Department of Veterans Affairs medical information about you to determine whether you are eligible for certain benefits.
- **Workers' Compensation.** We may release medical information about you for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.
- **Public Health Risks.** We may disclose medical information about you for public health activities. These activities generally include the following:
 - To prevent or control disease, injury or disability;
 - to report cancer, deaths or other items required to be reported;
 - To report reactions to medications or problems with products;
 - To notify people of recalls of products they may be using;
 - To notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition;
 - To notify the appropriate government authority if we believe a participant has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.
- **Health Oversight Activities.** We may disclose medical information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections and licensure. These activities are necessary for the government to monitor the health care system, government programs and compliance with civil rights laws.
- **Lawsuits and Disputes.** If you are involved in a lawsuit or a dispute, we may disclose medical information about you in response to a court or administrative order. We may also disclose medical information about you in response to a subpoena, discovery request or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.
- **Law Enforcement.** We may release medical information if asked to do so by a law enforcement official:
 - In response to a court order, subpoena, warrant, summons or similar process;
 - To identify or locate a suspect, fugitive, material witness or missing person;
 - About the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement;

- About a death we believe may be the result of criminal conduct;
 - About criminal conduct at the Center; and
 - In emergency circumstances to report a crime, the location of the crime or victims, or the identity, description or location of the person who committed the crime.
- **National Security and Intelligence Activities**. We may release medical information about you to authorized federal officials for intelligence, counterintelligence and other national security activities authorized by law.
 - **Protective Services for the President and Others**. We may disclose medical information about you to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state or conduct special investigations.
 - **Coroners, Medical Examiners, and Funeral Directors**. We may release without your consent medical information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also release medical information about the identity of participants at the Adult Center for Enrichment to funeral directors as necessary to carry out their duties.
 - **Behavioral Health Care**. Regardless of the other parts of this Notice, any information relating to alcohol and drug treatment or other behavioral health care treatment, including psychotherapy notes, will not be disclosed outside the Center except as authorized by you in writing, pursuant to a court order, or as required by law. Psychotherapy notes about you will not be disclosed to personnel working within the Center, other than to the person who wrote the notes, except for training purposes or to defend a legal action brought against the Center, unless you have properly authorized such disclosure in writing.

YOUR RIGHTS REGARDING MEDICAL INFORMATION ABOUT YOU.

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

- **Right to Inspect and Copy**. You have the right to inspect and copy medical information that may be used to make decisions about your care. Usually, this includes medical and billing records, but does not include psychotherapy notes.

To inspect and copy medical information that may be used to make decisions about you, you must submit your request in writing to the Assistant Executive Director. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request.

We may deny your request to inspect and copy in certain very limited circumstances. If you are denied access to medical information, you may request that the denial be reviewed. Another licensed health care professional chosen by the Center will review your request and the denial. The person conducting the review will not be the person who denied your request. We will comply with the outcome of the review.

- **Right to Amend**. If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the Center.

To request an amendment, your request must be made in writing and submitted to the Assistant Executive Director. In addition, you must provide a reason that supports your request.

We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- Was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- Is not part of the medical information kept by or for the Center;
- Is not part of the information which you would be permitted to inspect and copy; or
- Is accurate and complete.

- **Right to an Accounting of Disclosures.** You have the right to request an "accounting of disclosures." This is a list of the disclosures we made of medical information about you.

To request this list or accounting of disclosures, you must submit your request in writing to the Assistant Executive Director. Your request must state a time period which may not be longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, on paper, electronically). The first list you request within a 12 month period will be free. For additional lists, we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

- **Right to Request Restrictions.** You have the right to request a restriction or limitation on the medical information we use or disclose about you for treatment, payment or health care operations. You also have the right to request a limit on the medical information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend. For example, you could ask that we not use or disclose information about a diagnosis you have.

We are not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment.

To request restrictions, you must make your request in writing to the Assistant Executive Director. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply, for example, disclosures to your spouse.

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

To request confidential communications, you must make your request in writing to the Assistant Executive Director. We will not ask you the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

- **Right to a Paper Copy of This Notice.** You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. To obtain a paper copy of this notice, request it in writing to the Assistant Executive Director.

CHANGES TO THIS NOTICE

- We reserve the right to change this notice. We reserve the right to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. We will post a copy of the current notice in the Center. The notice will contain on the first page, in the top right-hand corner, the effective date and any dates of revision. We will provide a copy of the revised notice upon request.

COMPLAINTS

- If you believe your privacy rights have been violated, you may file a complaint with the Center or with the Secretary of the Department of Health and Human Services. To file a complaint with the Center, contact the Assistant Executive Director at (336) 294-3999. All complaints must be submitted in writing. **You will not be penalized for filing a complaint.**

OTHER USES OF MEDICAL INFORMATION.

- Other uses and disclosures of medical information not covered by this notice or the laws that apply to us will be made only with your written permission. If you provide us permission to use or disclose medical information about you, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your permission and that we are required to retain our records of the care that we provided to you.