

# Thompkins Child & Adolescent Services, Inc.

## Outpatient Services Handbook



*A contract agency of Mental Health & Recovery Services Board funded in part by state and local taxes.*

*"The Thompkins Child & Adolescent Services, Inc. is committed to Equal Opportunity Employment, excellence, and quality services through diversity."*

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*reassure*

## Vision, Mission, and Values

**Vision:** It is the vision of Thompkins Child & Adolescent Services, Inc. that every child and family in our community lives in a nurturing and violent free environment and are able to utilize their abilities to reach their full potential as individuals, family members, and citizens of our community.

**Mission:** It is the mission of Thompkins Child & Adolescent Services, Inc. to strengthen families and the community by providing quality mental health, residential, family centered support services, and advocacy to children up to age 18 and their families, in but not limited to, Muskingum, Noble, Perry, Guernsey, Coshocton, and Morgan Counties and to provide advocacy and family centered support services to victims of domestic violence in Muskingum County and Perry Counties.

**Values:** Thompkins Child & Adolescent Services, Inc. is committed to integrating the values of Respect, Integrity, Dedication, Quality, and Professionalism into every activity and service provided.

## Administration

Chuck Larrick, MS, LPCC  
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172 S. Friendship Drive  
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172 S. Friendship Drive  
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## Philosophy of Treatment

Is based on our premise that a range of reliable, evidence based, treatment approaches exist which are capable of reducing or remedying the great majority of issues identified by children and families referred to our agency. We require our staff to be adequately trained and supervised in those approaches specific to their area of service. It is our policy that all services begin with a thorough evaluation of the problem presented, to determine the most appropriate level and range of care. In cases where the determination is made that all, or some of the presenting problem resides outside our discipline or capability, every effort will be made to both clarify this issue to the parents and arrange the best referral possible to an appropriate alternative provider.

We believe that the initial assessment should designate the intent of treatment in expected outcomes which can be measured and clearly defined to the client and family. In general such outcomes will constitute (in order of priority) improvements in: safety, functioning and/or behavior. In the event that treatment is compulsory, required by an outside entity such as the court, it is our philosophy that we remain agents of the client and family, will provide services only with their agreement and will communicate information to any outside agent only with their permission, except in certain predefined areas required by law. We believe it is of crucial importance that the client and family are in agreement with the goals of treatment and that appropriate attention is paid to the process of planning and communication with them throughout.

Thompkins treatment philosophy is additionally based on our conviction that mental health is relational especially in respect to one's immediate home environment and therefore family members must be included in the process either indirectly or through family work to insure the changes their child makes maintain maximum stability. The relationship between client and therapist is professional but also relational and we believe treatment is optimized by developing interpersonal security and trust. We recognize that any relationship is potentially subject to intangible processes and misunderstanding. It is our policy therefore that the therapy relationship be protected through stringent confidentiality and also that there be recourse for the consumer if they have a complaint or feel their rights are at any time violated. Clients are informed of these rights and recourse at point of intake.

We believe that our services should be available to all persons in our designated region free of any discrimination. Where money is an issue, we'll make every effort to negotiate a workable contract based on a sliding fee schedule. We believe that services should be minimal as possible to meet the required goals and at all times within the least restrictive setting of our continuum of care. We believe in accurate record keeping and lawful protection and disposal of records as required.

Finally we value and actively seek, utilize and respond to consumer and community feedback from several sources and venues. We systematically collect and analyze data related to treatment process and outcomes as a means of overseeing and improving services.

## Outpatient Services Dr. Carol Beazel, Ph.D., LPCC, Director of Outpatient Services

### Description of Services

Outpatient services includes the areas of Diagnostic Services, Community Support Program Services, Counseling and Psychotherapy Services. All of these services are designed to promote and preserve a healthy family unit.

### Diagnostic Services

This service offers a comprehensive Clinical Assessment for youth ages 2-18 including recommendations. This service may be used as an independent service available to other agencies or as a requirement for pre-admission to other services TCAS offers.

### Community Support Program

This service offers case coordination through our Community Support Staff. These services may include assisting in developing treatment plans, working on goals, and linking the client and family with other available and appropriate community resources.

### Counseling and Psychotherapy Services

Individual Counseling and Psychotherapy with children and their families are provided by trained, licensed clinical staff at scheduled times in private, confidential settings. This is an essential service and often includes in home counseling and specialized group counseling depending on the individual needs of the youth and family.

### Locations

We currently offer services at six outpatient sites:

New Concord  
172 S. Friendship Drive  
New Concord, Ohio 43764  
740-826-7650

Coshocton  
610 Walnut Street  
Coshocton, Ohio 43812  
740-622-4470

Cambridge  
2007 Wheeling Avenue

New Lexington  
205 W. Brown Street

Cambridge, Ohio 43725  
740-432-2377

New Lexington, Ohio 43764  
740-342-4480

Zanesville  
1175 Newark Road  
Zanesville, Ohio 43701  
740-454-0738

Caldwell  
78 Olive Street  
Caldwell, Ohio 43724  
740-732-2120

**Admission Criteria:**

1. Child is age 2-18 and meets eligibility of geographical boundaries. (Age up to 21 for those clients under DYS contract or other unusual circumstances.) Age 18 and up if victim of or perpetrator of domestic violence in our Response program.
2. Manifest emotional, psychological, behavioral, developmental, and/or social problems that are preventing the client from maximizing their full potential.
3. Client meets DSM IV diagnostic criteria (for those with MR diagnosis must have an additional mental health diagnosis).
4. Parent and/or legal guardian agrees with admission to program.
5. Evidence of approval of admission is completed ISP signed by appropriate individuals including but not limited to Parent/Legal Guardian; Therapist or CPSTP; and Clinical Supervisor if required.

**Pharmacotherapy Services  
Dr. Linda Cole, M.D., Medical Director**

The Thompkins system is all about your child. There are numerous components; the Med-somatic treatment program may become involved when your child's doctor or therapist believes that your child's problems are partly due to a brain illness. Currently we have 2 full-time psychiatrists, 3 nurses and a community support provider who work at outpatient sites in Zanesville, Coshocton, New Concord and Cambridge in conjunction with their clinical and administrative staff to provide comprehensive treatment. We do not admit to inpatient units, but if that becomes necessary we provide any information needed by the inpatient treatment team; admissions for the Six County area are preferably to Genesis in Zanesville; however, a child and adolescent psychiatric hospital in St. Clairsville (Fox Run) is also available if need arises. Upon discharge, we resume responsibility for medication management. In addition to 4 outpatient clinics in 3 of the 6 counties, we also provide treatment at a residential treatment center in Cambridge and partial hospitalization service in New Concord.

Our philosophy of care derives from the biopsychosocial model of illness. This means that there is an interplay between physical, psychological and social factors. Each of these parts may contribute to and are also affected by the illness. We believe that the most effective treatment is the one that combines input from all 3 angles. (This is not to say that we deny the existence or importance of the spiritual dimension; however, we use a treatment model that is not dependent on the individual's religious beliefs or level of spiritual awareness.) Because the capacity for the psychosocial experience derives from the physical existence of the brain, things can go wrong at the physical level that adversely affect thinking/feeling/behaving. (It is equally true that things can go wrong at the behavioral level that is not necessarily related to a physical malfunction of the brain. The brain can be likened to the operating platform, or hardware, while life experience generates the software program.) From the enormous amount of brain research being done, we are learning that certain symptoms are related to chemical imbalances that can be modified by certain medications. Medication treatment ideally improves the ability of the brain to function, allowing for more ways to respond to stress. However, the medicine allows, but does not make those changes. This is where counseling comes in. Additionally, our community support providers are often able to facilitate change in circumstances that lead to better outcomes.

In order for your child to have a psychiatric evaluation to determine if medication may be necessary or useful to improve function, you can be self-referred, referred by your family doctor/pediatrician or your current counselor/therapist. (Occasionally a judge may make a referral prior to sentencing.) Although your therapist does not have to be part of the Thompkins system, it greatly facilitates matters, as the administrative intake process into the system is already completed. Following the intake, a diagnostic assessment is completed by a therapist and a referral to us can then be made. After that, you will be given an appointment with the psychiatrist at the site where your child will be seen. Once we have met with you for the initial evaluation, we may need to obtain additional testing to clarify the possible causes, although generally at that time we can let you know what we think the problem is and what course of treatment is most likely to benefit your child. In almost all cases, we recommend initiating or continuing counseling in conjunction with medication and/or other somatic treatments to assist you and your child in making the desired changes. Medication may make change possible, but the changes are most effectively achieved when talk therapy is used to maximize your efforts.

There is a huge demand for child and adolescent psychiatric services. Nationally, there is an estimated 80% shortage, meaning 4 out of 5 children who need treatment don't get it. You can help us simply by calling to cancel or reschedule your appointment as soon as you know you are going to be unable to keep it. Then we can try to bring someone else who may be desperately needing an earlier evaluation or follow-up appointment.

There is really only one thing that can get you prematurely discharged from treatment and that is noncompliance to the treatment recommendations. This goes beyond merely taking the medication as instructed. Treatment recommendations may include continuing to see a therapist to facilitate change, having lab work done to determine blood medication levels or see if any damage is being caused by it, or other evaluations and/or treatments we believe are important. Obviously this would include keeping scheduled appointments. Repeated failure to keep appointments (including last minute cancellations) can result in discharge from med-somatic services as well as from the Thompson system altogether. We will do what we can to help you including reminder calls, but ultimately it is up to you to insure that treatment happens.

We look forward to meeting with you and helping your child reach his or her full potential.

## **Client Rights & Grievances Procedures**

**Accountability: Client Rights Officer; Executive Director**

**Effective Date: 1/21/2004**

**By: Chuck Larrick, Executive Director**

### **Purpose**

To protect and ensure the rights of persons seeking or receiving mental health services by guaranteeing specific rights of clients, with procedures for responsive and impartial resolution for all grievances either from the client themselves or on behalf of the client by the guardian, next-of-kin, or special representative.

### **Definitions**

1. Client—an individual applying for or receiving mental health services from a qualified person from this agency. Includes the term "YOUTH" as used in SAFNet policies and procedures.
2. Client Rights Officer—the person designated by the Thompson Child & Adolescent Services, Inc. with responsibility for assuring compliance with the Client Rights and Grievance Procedure rule as implemented.
3. Grievance—a written complaint initiated, either verbally or in writing, by the client or any other person or agency on behalf of the client regarding denial or abuse of the client's rights.
4. Mental Health Services—any of the services, programs, or activities listed/defined in Rule 5122:2-1-01 of the Administrative Code. Mental health services include both direct client services and community services. Direct client services are listed and defined in paragraph (D)(1) to (D)(10) of Rule 5122:2-1-01. Community services are listed and defined in paragraph (D)(11) to (D)(15) of the same rule.

### **Client Rights**

1. The right to be treated with kindness, consideration, and respect for personal dignity, autonomy, and privacy.
2. The right to receive service in a humane setting which is the least restrictive possible, as defined in the treatment plan.
3. The right to be told of one's own condition, of planned or present services, treatment or therapies, and of the alternative of requesting an evaluation by an independent professional.
4. The right to agree to or refuse any service, treatment, or therapy upon full explanation of the expected consequences. A parent or legal guardian has the right to consent to or refuse any service, treatment or therapy on behalf of a minor child.
5. The right to a current, written treatment plan that addresses one's own mental and physical health, social and economic needs, and that specifies the provision of appropriate and adequate services as available, either directly or indirectly.
6. The right to active and informed participation in the development, periodic review, and re-review of the treatment plan.
7. The right to freedom from unnecessary or excessive medication.
8. The right to freedom from unnecessary restraint or seclusion.
9. The right to participate in any appropriate and available Agency service regardless of refusal of one or more other services, treatment or therapies, or regardless of relapse from earlier treatment, unless there is a valid and specific necessity which precludes and/or requires the client's participation in the other services. This will be explained to the client and will be recorded in the client's treatment plan.
10. The right to be informed of, and to refuse, any unusual or hazardous treatment procedure.
11. The right to be told of and to refuse observation techniques such as one-way mirrors, tape-recording, television, movies, or photographs.
12. The right to request and have the opportunity to consult with independent treatment specialists or legal counsel at one's own expense.
13. The right to confidentiality of communications and of all personally identifying data within the limitations and requirements for disclosure of various and/or certifying sources, State or federal statutes, unless release of information is specifically authorized by the Client, parent, or legal guardian of a minor client or court appointed

- guardian of the person of an adult client in accordance with Rule 5122:2-3-11 of the Administrative Code.
14. The right to have access to one's own psychiatric, medical or other treatment records, unless access to particular identified items of information is specifically restricted for that individual client for clear treatment reasons, as cited in the service plan. "Clear Treatment Reasons" shall be understood to mean only severe emotional damage to the client and/or if dangerous or self-injurious actions are an imminent risk. This action must be explained in detail to the client and other persons authorized by the clients. The restriction must be renewed at least annually to remain valid. Any person authorized by the client has unrestricted access to all information. Clients will be informed in writing of Agency policies and procedures for reviewing or obtaining copies of all personal records.
  15. The right to be told in advance of the reason(s) for termination of services and to be involved in planning for the consequences of that event.
  16. The right to receive an explanation of the reason for denial of service.
  17. The right not to be discriminated against in the delivery of services on the basis of religion, race, color, creed, sex, national origin, age, lifestyle, sexual orientation, physical or mental handicap, developmental disability, or inability to pay.
  18. The right to know the cost of the services.
  19. The right to be fully informed of all rights.
  20. The right to exercise any and all rights without reprisal in any form, including continued, uncompromised access to service.
  21. The right to file a grievance.
  22. The right to have oral and written instruction for filing a grievance.

**Those clients receiving Residential Services have the following additional rights:**

1. The right to enjoy freedom of thought, conscience, and religion.
2. The right to reasonable enjoyment of privacy.
3. The right to have his or her opinions heard and be included, to the greatest extent possible, when any decisions are being made affecting his/her life.
4. The right to receive appropriate and reasonable adult guidance, support, and supervision.
5. The right to be free from physical abuse and inhumane treatment.
6. The right to be protected from all forms of sexual exploitation.
7. The right to receive adequate and appropriate medical care.
8. The right to receive adequate and appropriate food, clothing, and housing.
9. The right to his/her own personal property (including money) commensurate with the child's developmental age and safety needs.
10. The right to live in clean, safe, surroundings.
11. The right to participate in an appropriate educational program.
12. The right to communicate with family, guardian, custodian, friends, and significant others, outside the facility in accordance with the child's treatment plan.
13. The right to be taught to fulfill appropriate responsibilities to him/herself and to others.
14. The right to reasonable access to the child's own bedroom or sleeping area at anytime, commensurate with the child's developmental age and safety needs.
15. The right to send or receive mail subject to the facilities rules regarding contraband and directives from the legal custodian, when such rules and directives do not conflict with federal postal regulations.

**Client Rights Procedure**

Thompkins Child & Adolescent Services, Inc. will distribute to each applicant or client at the scheduled diagnostic evaluation, or following subsequent appointment, a copy of the Client Rights Policy & Procedure.

The Client Rights Officer is available upon request. It is the Client Rights Officers responsibility to accept and oversee the processing of any and all grievances filed by a client or other person or agency on behalf of a client, also to explain any and all aspects of client rights and grievance procedures.

1. In a crisis or emergency situation, the Clients Rights Officer shall advise the client of at least the immediate pertinent rights to consent to, or to refuse, the offered treatment and the consequences of that agreement or refusal. Under these circumstances, the written copy and full verbal explanation of the clients rights policy may be delayed to a subsequent meeting.
2. All clients or recipients of the type of mental health services specified as "Community Services" (Information and referral, consultation services, mental health education service, training) may have a copy and explanation of the client rights policy upon request.
3. A copy of the client rights policy will be distributed to each applicant or client and will be posted in a conspicuous location at each building operated by Thompkins Child & Adolescent Services, Inc.
4. All staff persons at the Board, including both administrative and support staff, will be familiarized with all specific client rights and grievance policies and procedures.

## **Grievance Procedure**

### **Purpose**

To establish guidelines of the timely processing of client grievances as pertain to the agency's Client Rights Policy.

### **Policy**

It is the Thompkins Child & Adolescent Services, Inc. policy to insure that the program participants have the right to file grievances concerning the services they receive while a program participant. However, participants are encouraged to try to rectify their complaints with the program coordinator, residential director, immediate staff or foster family to the filing of a formal grievance. All other avenues of alleviating the problems should be exhausted prior to filing a formal complaint.

It shall further be the policy of T.C.A.S. Inc. to fully support the appointed Client Rights Officer to take all necessary steps to assure compliance with the following procedures:

1. All clients will receive a copy of the Client Rights Grievance procedure at intake. The procedure will be explained by a staff member and upon acceptance of the procedure will the sign the form to verify understanding of and receipt of the Client Grievance Procedure.
2. If a program participant has a grievance that cannot be rectified between client and staff person or the program(s). They shall be provided with a formal grievance form on which the nature of the complaint, all individuals involved, and the date (s) of the occurrences shall be documented. This form shall be signed and dated by the participant and submitted to the Client Rights Officer. This may be done verbally with the client, it is not mandated that the Client complete a written form in order to file a grievance. \*If the Client Rights Officer is away from the office for more than a one week period, the Client Rights Office will designate another qualified agency staff person to serve in this capacity in their absence.
3. The Client Rights Officer will provide assistance in filing the grievance, investigate the grievance on behalf of the griever, and will represent the griever at the Board of hearing on the grievance at all levels if requested to do so by the griever.
4. Upon receipt of the grievance, the Client Rights Officer shall collect pertinent information and document information for the Client Rights Grievance Log (see attachment D). The Client Rights Officer shall serve as representative for the griever. If resolved at this time, a written statement of results will be given to the client and the procedure shall end. The Client Rights Officer will respond to the grievance within five (5) working days.
5. The Client Rights Officer will also present to the griever the option to initiate a complaint with any of several outside entities, if a satisfactory resolution cannot be reached at the Board level. Specifically, the Ohio Department of Mental Health, the Ohio Legal Rights Services, The U.S. Department of Health and Human Services, and appropriate professional licensing or regulatory associations. The client's relevant addresses and telephone numbers and copies of the presenting grievances and resolutions to any or all of the above agencies, if requested to do so, in writing by the griever.

In the event that a grievance is filed against the Client Rights Officer, the client will then be assisted through the entire grievance procedure by the Executive Director. All written documents relating to the grievance itself will remain confidential at the Administrative level and the resolution for, the grievance will only be shared with the Client Rights Officer with permission of the client.

This agency shall keep records of grievances it receives, the subject of the grievances, the resolution of each and shall ensure the availability of these records for review by the Department of Mental Health upon request. The agency will also summarize annually its records to include the number of grievances received, types of grievances and resolution status for each.

At all times, the grievances process shall be operate din accordance with Title VI: No person in the agency shall on the grounds of RACE, COLOR, RELIGION, SEX, AGE NATIONAL ORIGIN, OR HANDICAP be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the applicant received federal financial assistance.

Client Rights Officer  
Vickie Hare  
PO Box 257  
172 S. Friendship Dr.  
New Concord, Ohio 43762  
(740) 826-7650

Executive Director  
Chuck Larrick  
PO Box 257  
172. S. Friendship Dr.  
New Concord, Ohio 43762  
(740) 826-7650  
T.T.Y. 1-888-844-4146

Mental Health and Recovery Services Board  
1205 Newark Rd.  
Zanesville, Ohio  
(740) 454-8557

Ohio Department of Mental Health  
30 E. Broad St..  
Columbus, Ohio 43215  
(614) 466-2596

U.S. Department of Human Services  
Office of Civil Rights  
Washington, D.C.  
(202) 727-5940

Ohio Legal Rights Service  
8 E. Long Street Suite 500  
Columbus, Ohio 43215  
1-800-282-9181  
T.T.Y. 1-800-858-3542

## Confidentiality

Client information is confidential and normally cannot be released without the permission of the parent/legal guardian. Confidentiality of mental health information is protected under the Ohio Revised Code. There are a few exceptions to this that you should know. When you become a client at Thompkins Child & Adolescent Services, Inc. you will be asked to sign forms that allow us to receive payment for our services. These forms include releases that allow the local mental health board and the Ohio Department of Mental health to have knowledge of the services we have provided so that the agency can receive funds for your service. These forms also let us bill insurance and Medicaid. The exact fee for the services will be described in the Service Agreement.

There are four exceptions to the requirement of a release of information:

1. Under Ohio Revised Code if there is credible evidence that the client may be dangerous to themselves or others we are obligated to take steps to ensure safety.
2. Under Ohio Revised Code we are obligated to report suspected abuse or neglect of a child.
3. If we receive a subpoena or court order we may be obligated to share information covered under the subpoena or court order.
4. In an emergency situation where medical treatment is necessary our agency may release information to assist emergency care workers, law enforcement in dealing with the emergency.

If you have specific questions regarding the confidentiality of your information please talk with your service provider and they will be able to answer your questions and concerns.

Additional information regarding confidentiality and the Health Insurance Portability and Accountability Act is outlined in our privacy practices which you receive a copy of at intake.

Clients, parents, legal guardians should also be aware of Ohio Law that gives certain rights to the biological non custodial parent. This law has been reprinted here for your review if applicable.

The agency highly values confidentiality and takes care to assure that information you provide us is kept confidential.

### Statement of Access of Records by Non Custodial Parent

(H) (I) Subject to division (G) (2) of Section 2301.35 and division (F) of section 31319.321 of revised code, a parent of a child who is not the residential parent of the child is entitled to access, under the same terms and conditions under which access is provided to the residential parent, to any record that is related to the child and to which the residential parent of the child legally is provided access, unless the court determines that it would not be in the best interest of the child for the parent who is not the residential parent to have access to the records under those same terms and conditions. If the court determines that the parent of a child who is not the residential parent should not have access to records related to the child under the same terms and conditions as provided for the residential parent, the court shall specify the terms and conditions under which the parent who is not the residential parent is to have access to those records, shall enter its written findings of facts and opinion in the journal and shall issue an order containing the terms and conditions to both the residential parent and the parent of the child who is not the residential parent. The court shall include in every order issued pursuant to this division notice that any keeper of a records who knowingly fails to comply with the order or division (H) of this section is in contempt of court.

(H)(2) Subject to division (G)(2) of section 2301.35 and division (F) of section 33319.321 of the revised code subsequent to the insurance of an order under division (H)(l) of this section, the keeper of any record that is related to a particular child and to which the residential parent legally is provided access, shall permit the parent of the child who is not the residential parent to have access to the record under ~ same terms and conditions under which access is provided to the residential parent, unless ~ residential parent has presented ~ keeper of the record with a copy of an order issued under division (H)(l) of this section that limits the terms and conditions under which the parent who is not the residential parent is to have access to records pertaining to the child and the order pertains to the record in question. If the residential parent presents the keeper of the record with a copy of that type of order, the keeper of the record shall permit the parent who is not the residential parent to have access to the record only in accordance with the most recent order that has been issued pursuant to division (H) (l) of this section and presented to the keeper by the residential parent or the parent who is not the residential parent. Any keeper of any record who knowingly fails to comply with division (H) of this section or with any order issued pursuant of division (H) (l) of this section is in contempt of court.

## Privacy Notice

### I. 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.

#### II. Our Duty to Safeguard Your Protected Health Information.

Individually identifiable information about your past, present, or future health or condition, the provision of health care to you, or payment for the health care is considered "Protected Health Information" ("PHI"). We are required to extend certain protections to your PHI, and to give you this Notice about our privacy practices that explains how, when and why we may use or disclose your PHI. Except in specified circumstances, we must use or disclose only the minimum necessary PHI to accomplish the intended purpose of the use or disclosure.

We are required to follow the privacy practices described in this Notice, though **we reserve the right to change our privacy practices and the terms of this Notice at any time.** If we do so, we will post a new Notice **in the lobby at all office locations.** You may request a copy of the new notice from **Thompkins Child & Adolescent Services, Inc. PO Box 257, New Concord, Ohio** and it will also be posted on our website at **[www.tcasinc.org](http://www.tcasinc.org)**

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

We use and disclose PHI for a variety of reasons. We have a limited right to use and/or disclosure your PHI for purposes of treatment, payment or our health care operations. For uses beyond that, we must have your written authorization unless the law permits or requires us to make the use or disclosure without your authorization. If we disclose your PHI to an outside entity in order for that entity to perform a function on our behalf, we must have in place an agreement from the outside entity that it will extend the same degree of privacy protection to your information that we must apply to your PHI. However, the law provides that we are permitted to make some uses/disclosures without your consent or authorization. The following offers more description and some examples of our potential uses/disclosures of your PHI.

- **Uses and Disclosures Relating to Treatment, Payment, or Health Care Operations.** Generally, we may use or disclose your PHI as follows:
  - For treatment:** We may disclose your PHI to doctors, nurses, and other health care personnel who are involved in providing your health care. For example, your PHI will be shared among members of your treatment team, or with other agency staff on a need to know basis. Your PHI may also be shared with outside entities performing ancillary services relating to your treatment, such as lab work or for consultation purposes, or ADAMH/CMH Boards and/or community mental health agencies involved in provision or coordination of your care.
  - To obtain payment:** We may use/disclose your PHI in order to bill and collect payment for your health care services. For example, we may contact your employer to verify employment status, and/or release portions of your PHI to the Medicaid program, the ODMH central office, the local ADAMH/CMH Board and/or a private insurer to get paid for services that we delivered to you.
  - For health care operations:** We may use/disclose your PHI in the course of operating our mental health services. For example, we may use your PHI in evaluating the quality of services provided, or disclose your PHI to our accountant or attorney for audit purposes. Since we are an integrated system, we may disclose your PHI to designated staff in our central office or our Office of Support Services for similar purposes. Release of your PHI to the Multi-Agency Community Services Information System [MACSIS] and/or state agencies might also be

necessary to determine your eligibility for publicly funded services. All of these will be on a need to know basis.

**Appointment reminders:** Unless you provide us with alternative instructions, we may send appointment reminders, billings, and other similar materials to your home.

- **Uses and Disclosures Requiring Authorization:** For uses and disclosures beyond treatment, payment and operations purposes we are required to have your written authorization, unless the use or disclosure falls within one of the exceptions described below. Authorizations can be revoked at any time to stop future uses/disclosures except to the extent that we have already undertaken an action in reliance upon your authorization.
- **Uses and Disclosures of PHI from Mental Health Records Not Requiring Consent or Authorization:**

The law provides that we may use/disclose your PHI from mental health records without consent or authorization in the following circumstances:

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

**For public health activities:** We may disclose PHI when we are required to collect information about disease or injury, or to report vital statistics to the public health authority.

**For health oversight activities:** We may disclose PHI to our central office, the protection and advocacy agency, or another agency responsible for monitoring the health care system for such purposes as reporting or investigation of unusual incidents.

**Relating to decedents:** We may disclose PHI relating to an individual's death to coroners, medical examiners or funeral directors, and to organ procurement organizations relating to organ, eye, or tissue donations or transplants.

**For research purposes:** In certain circumstances, and under supervision of a privacy board, we may disclose PHI to our central office research staff and their designees in order to assist medical/psychiatric research.

**To avert threat to health or safety:** In order to avoid a serious threat to health or safety, we may disclose PHI as necessary to law enforcement or other persons who can reasonably prevent or lessen the threat of harm.

**For specific government functions:** We may disclose PHI of military personnel and veterans in certain situations, to correctional facilities in certain situations, to government benefit programs relating to eligibility and enrollment, and for national security reasons, such as protection of the President.
- **Uses and Disclosures of PHI from Alcohol and Other Drug Records Not Requiring [Consent or] Authorization:** The law provides that we may use/disclose your PHI from alcohol and other drug records without consent or authorization in the following circumstances:

**When required by law:** We may disclose PHI when a law requires that we report information about suspected child abuse and neglect, or when a crime has been committed on the program premises or against program personnel, or in response to a court order.

**Relating to decedents:** We may disclose PHI relating to an individual's death if state or federal law requires the information for collection of vital statistics or inquiry into cause of death.

**For research, audit or evaluation purposes:** In certain circumstances, we may disclose PHI for research, audit or evaluation purposes.

**To avert threat to health or safety:** In order to avoid a serious threat to health or safety, we may disclose PHI to law enforcement when a threat is made to commit a crime on the program premises or against program personnel.
- **Uses and Disclosures Requiring You to have an Opportunity to Object:** In the following situations, we may disclose a limited amount of your PHI if we inform you about the disclosure in advance and you do not object, as long as the disclosure is not otherwise prohibited by law. However, if there is an emergency situation and you cannot be given your opportunity to object, disclosure may be made if it is consistent with any prior expressed wishes and disclosure is determined to be in your best interests. You must be informed and given an opportunity to object to further disclosure as soon as you are able to do so.

#### **IV. Your Rights Regarding Your Protected Health Information.** You have the following rights relating to your protected health information:

**To request restrictions on uses/disclosures:** You have the right to ask that we limit how we use or disclose your PHI. We will consider your request, but are not legally bound to agree to the restriction. To the extent that we do agree to any restrictions on our use/disclosure of your PHI, we will put the agreement in writing and abide by it except in emergency situations. We cannot agree to limit uses/disclosures that are required by law. Under most situations we will expressly ask for your authorization in writing to release information outside our agency.

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

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

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

**To find out what disclosures have been made:** You have a right to get a list of when, to whom, for what purpose, and what content of your PHI has been released other than instances of disclosure: for treatment, payment, and operations; to you, your family, or the facility directory; or pursuant to your written authorization. The list also will not include any disclosures made for national security purposes, to law enforcement officials or correctional facilities, or disclosures made before April, 2003. We will respond to your written request for such a list within 60 days of receiving it. Your request can relate to disclosures going as far back as six years. There will be no charge for up to one such list each year. There may be a charge for more frequent requests.

**To receive this notice:** You have a right to receive a paper copy of this Notice and/or an electronic copy by email upon request.

#### **V. How to Complain about our Privacy Practices:**

If you think we may have violated your privacy rights, or you disagree with a decision we made about access to your PHI, you may file a complaint with the person listed in Section VI. Below. You also may file a written complaint with the Secretary of the U.S. Department of Health and Human Services at 200 Independence Avenue, S.W., Washington, D.C. 20201 (202) 619-0257

We will take no retaliatory action against you if you make such complaints.

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

If you have questions about this Notice or any complaints about our privacy practices, please contact: Vickie Hare PO Box 257, New Concord, Ohio 43762 (740) 826-7650. **Effective Date: 2/2/03.**

### **Code of Ethics**

**Accountability: Board of Directors; Executive Director**

**Effective: 3/20/02**

**By: Chuck Larrick, Executive Director**

**Purpose:** To establish guidelines for employees and the agency that assures adherence to a Code of Ethics that will guide staff and the agency to fulfill their obligations in an ethical manner.

**Policy:** Thompkins Child and Adolescent Services, Inc. is dedicated to the individual employee and the organization to adhere to sound ethical practices in all aspects of administration, business, marketing, direct service delivery, and fiscal management. It is the policy of Thompkins Child and Adolescent Treatment Services, Inc. that procedures be in place for reporting any unethical behaviors, including but not limited to, waste, fraud, abuse, and other questionable activities, with no reprisals against staff which may so report. Such reports will be communicated to the Executive Director or his designee (Chief Compliance Officer) and a timely response and action will be taken regarding such reports with the consent and involvement of the Executive Director.

#### **Code of Ethics Thompkins Child and Adolescent Treatment Services, Inc. Employees**

I as an employee of Thompkins Child and Adolescent Treatment Services, Inc. affirm that:

1. I will not discriminate against or refuse professional services to anyone on the basis of race, color, creed, age, sex, religion, nationality, or sexual orientation.
2. I will not use my professional relationship to further my own interests.
3. I will evidence a genuine interest in all persons served and do hereby dedicate myself to their best interests and helping them help themselves.
4. I will respect the privacy of persons served and hold in confidence all information obtained in the course of professional service.
5. I will maintain confidentiality when storing or disposing of client records.
6. I will maintain a professional attitude which upholds confidentiality toward individuals served, colleagues, applicants and the Thompkins Child and Adolescent Services, Inc.
7. I, upon termination, will maintain client and co-worker confidentiality, and I will hold as confidential any information I obtained concerning the Thompkins Child and Adolescent Services, Inc.
8. I will respect the rights and views of my colleagues, and treat them with fairness, courtesy, and good faith.
9. I will not exploit the trust of the public or my co-workers. I will make every effort to avoid relationships that could impair my professional judgment and or be considered a conflict of interest.
10. I will not engage in or condone any form of harassment or discrimination.
11. I will not permit fellow employees to present themselves as competent or perform services beyond their training and/or level of experience.
12. I will respect the confidences of my co-workers.
13. When I replace a colleague or am replaced I will act with consideration for the interest, character, and reputation of the other professional.
14. I will extend respect and cooperation to colleagues of all professions.
15. I will not assume professional responsibility for the clients of a colleague without appropriate consultation with that colleague.
16. If I see that the client of a colleague during a temporary absence or emergency, I will serve that client with the same consideration afforded any client.
17. If I have the responsibility for employing and evaluating staff performance I will do so in a responsible, fair, considerate, and equitable manner.
18. If I know that a colleague has violated ethical standards I will bring this to my colleagues attention. If this fails I will report the activity to my supervisor.
19. I will accurately represent my education, training, experience, and competencies as they relate to my profession.
20. I will correct, when possible, misleading or inaccurate information and representations made by others concerning my qualifications or services.
21. If serving as a supervisor I will make certain that the qualifications of persons I supervise are honestly represented.
22. I will abide by Thompkins Child and Adolescent Services, Inc.'s policies related to public statements.
23. I have total commitment to provide the highest quality of service to those who seek my professional assistance.
24. I will continually assess my personal strengths, limitations, biases, and effectiveness.
25. I will strive to become and remain proficient in professional practice and the performance of professional functions.
26. I will act in accordance with standards of professional integrity.
27. I will not advise on problems outside the bounds of my competence.
28. I will seek assistance for any problem that impairs my performance.
29. I understand that violation of this code may be grounds for dismissal.

### **Organization**

The Thompkins Child and Adolescent Services, Inc. will adhere to the following Code of Ethics:

1. Will not represent to the public or referring sources services that are not or cannot be provided.
2. Will handle employees in a fair and consistent manner.
3. Will use accepted and standard practices of the accrual accounting method in reporting and maintaining fiscal records and budgets.
4. Will not use deceptive practices in marketing it's services.
5. Will use the guiding principle of "Doing unto others as you would have them do unto you" in conducting its business and marketing strategies.

Procedure: All employees will review at least annually the Policy regarding Code of Ethics and documentation of such review will be kept. Violations of the Code of Ethics will be reported to either a Supervisor, Executive Director, or the Chief Compliance Officer. There will be no reprisals to any employee for such reporting. A timely investigation of such complaints will be made by the Executive Director or his designee(s). Sanctions may include dismissal for any employee violating either the Employee or Organization Code of Ethics and such sanctions if any will be the responsibility of the Executive Director and/or the Board of Directors.

All Policies and Procedures may be viewed at our administrative office at 172 S. Friendship Drive, New Concord, Ohio 43762.

**Emergency Physical Intervention/Restraint:**

It's the philosophy of Thompkins Child & Adolescent Services, Inc. to never use seclusion in any form and to only use physical interventions when there is danger to the client due to them harming themselves or eminent danger of harming others. Staff may physically intervene in order to protect the client or others.

**Site Phone Numbers**

Caldwell	732-2120
Cambridge	432-2377
Coshocton	622-4470
Greene House	435-8625
Lowe House	432-5737
New Concord	826-7650
New Lexington	342-4480
Response	454-6001
Thompkins Center	432-5160
Zanesville	454-0738

**No Show Cancellation Policy**

If any of the following occur within a one-year period, a consumer can be discharged from treatment for a period of one year:

1. Failure to call to cancel an appointment ahead of time (no-show) 2 times in a row
2. A combination of no-shows and cancellations 3 times in a row
3. 5 failed appointments for any reason

If you cancel and reschedule more than 24 hours prior to appointment (giving the agency an entire day to fill the appointment), it does not count against you. However, repeated cancellations call into question your commitment into treatment.

Our policy includes all types of appointments: therapists and CPSTP as well as nurse or physician appointments, group or individual.

If we terminate our services and your child is receiving psychiatric services, our physicians will provide a 30-day supply of medication to hold you over until you can make other arrangements for ongoing treatment. After one year, you may reinitiate the intake process.

**How to reach Thompkins Child & Adolescent Services, Inc. after hours**

Thompkins Child & Adolescent Services, Inc. hours are 8 a.m. to 5 p.m. If there is an emergency, call 9-1-1 or the Six County, Inc. Crisis Hotline at 1-800-344-5818. If there is an urgent need to contact your therapist or victim advocate during the hours that we are closed, you may call 1-740-541-5484 for assistance. If this is not an urgent need, you may also leave a message at our site offices and we will get back with you on the next business day.