

# TEMPORARY ADDENDUM TO VAIL PLACE INFORMED CONSENT

## PROVISION OF SERVICES DURING THE COVID-19 PANDEMIC

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To minimize public health risks associated with the virus (COVID-19) and the national public health emergency, Vail Place is limiting the provision of in-person services from March 16<sup>th</sup>, 2020 until further notice. During this time, employees will encourage individuals receiving our services to take care of their health and continue receiving Vail Place services over the phone or virtually.

- Individuals will be contacted in order to inform them of the suspension of in-person services.
- “Virtual” services refer to services provided through video conferencing software, with the verbal consent of the individual or their legal guardian.
- Individuals will be given the option to engage in virtual services and will be required to provide verbal consent to this form of communication in order to engage in these services.
- Verbal consent will be accepted in place of signature when individuals consent to services at Intake, consent to receive virtual services, or wish to authorize the release of information to coordinate services both verbally and in writing.
- When the option of in-person services becomes available again, all individuals who gave verbal consent and wish to continue services will be notified. At that time, individuals will need to provide signature for a written consent in order to continue services.

### **THIS ADDENDUM COVERS THE FOLLOWING CHANGES TO CURRENT PRACTICES:**

#### **USE OF VIDEO CONFERENCING TO RECEIVE SERVICES**

- There are potential benefits to receiving services through video conferencing or phone during this time. Two main benefits are: 1) we can initiate or continue to provide necessary mental health services, including talking about how you are doing and what may be helpful for you during this time of the virus, and 2) we reduce the health risks for you and for the general public (everyone) by minimizing personal contact and the potential spread of illness.
- There are potential risks to receiving services this way, including limits to confidentiality. There is a small risk for phone and video conferencing communications to be intercepted or disrupted (e.g., cut off due to lost internet connection). Vail Place will use only secure programs for these meetings, however there is always a small risk that confidentiality of any electronic communication can be broken or compromised. This applies to email, phone, and text messages that you send every day as well; it is not new to this time or situation. While Vail Place providers will provide services in private spaces and take all precautions to maintain the confidentiality of the phone/video conference/email/text communications with you, Vail Place cannot guarantee that such communications will not be intercepted.
- Confidentiality still applies for video conferencing services, and Vail Place will not record the session. The Vail Place provider will be in a private space and make every effort to avoid or minimize interruptions. This also applies to interpreters.
- If you are using email to receive video conferencing appointment links, you should only respond to emails that come from addresses previously identified to you by Vail Place. *This will include your staff contact’s first initial and last name @vailplace.org – for example, [jdoe@vailplace.org](mailto:jdoe@vailplace.org)*

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- Vail Place has identified Microsoft Teams as our main video conferencing tool. This is a secure, HIPAA-compliant form of communication. Other video conferencing options that may be added will maintain secure standards.
- Your Vail Place provider will explain how to access and use the video conferencing tool. The provider will schedule the appointment, and you will receive a link by email or text.
- You will need to use a webcam (laptop with a camera) or smartphone during the video conferencing session.
- It is important to not be in a public place (library, café) and to be in a space that is as quiet and private as possible during the session. It is preferred to use a secure internet connection.
- If you have a legal guardian, we need the permission of your legal guardian for you to participate in video conference sessions.

### EMAILING AND TEXTING PRIVATE INFORMATION

- Vail Place's standard recommendation is to use texting and email with caution since they are not typically secure forms of communication.
- During this time, we may use text and email more frequently to help coordinate your services since we won't be able to meet with you in person. However, we will continue to be cautious about communicating private information. If you have questions, please ask a Vail Place employee.
- You can always decline communication through text or email.

### VERBAL CONSENT

- Verbal consent will be accepted in place of written signatures. Employees will review all documents with you over the phone and documents will be available to view on the Vail Place website. Paper copies can be mailed by request.
- Records will include the statement, "Consent obtained verbally due to current health and safety concerns related to COVID-19 pandemic. Vail Place will make efforts to obtain new forms with written signatures once we return to face to face service delivery."
- You can revoke consent to this addendum at any time. If consent is revoked or not given, services may be interrupted during the time that Vail Place staff and many others are working remotely due to the public health emergency. We encourage you to try video conferencing or other communication methods while we are not able to see you in person.
- If you give verbal consent for communication with other service providers or members of your care team, you may withdraw consent at any time.



# Clubhouse International

Creating Community: Changing the World of Mental Health

## International Standards for Clubhouse Programs <sup>TM</sup>

The International Standards for Clubhouse Programs, consensually agreed upon by the worldwide Clubhouse community, define the Clubhouse Model of rehabilitation. The principles expressed in these Standards are at the heart of the Clubhouse community's success in helping people with mental illness to achieve social, financial, educational and vocational goals. The Standards also serve as a "bill of rights" for members and a code of ethics for staff, board and administrators. The Standards insist that a Clubhouse is a place that offers respect and opportunity to its members.

The Standards provide the basis for assessing Clubhouse quality, through the Clubhouse International Accreditation process.

Every two years the worldwide Clubhouse community reviews these Standards, and amends them as deemed necessary. The process is coordinated by the Clubhouse International Standards Review Committee, made up of members and staff of Accredited Clubhouses from around the world.

### MEMBERSHIP

1. Membership is voluntary and without time limits.
2. The Clubhouse has control over its acceptance of new members. Membership is open to anyone with a history of mental illness, unless that person poses a significant and current threat to the general safety of the Clubhouse community.
3. Members choose the way they utilize the Clubhouse, and the staff with whom they work. There are no agreements, contracts, schedules, or rules intended to enforce participation of members.
4. All members have equal access to every Clubhouse opportunity with no differentiation based on diagnosis or level of functioning.
5. Members at their choice are involved in the writing of all records reflecting their participation in the Clubhouse. All such records are to be signed by both member and staff.
6. Members have a right to immediate re-entry into the Clubhouse community after any length of absence, unless their return poses a significant and current threat to the Clubhouse community.
7. The Clubhouse provides an effective reach out system to members who are not attending, becoming isolated in the community or hospitalized.

### RELATIONSHIPS

8. All Clubhouse meetings are open to both members and staff. There are no formal member only meetings or formal staff only meetings where program decisions and member issues are discussed.
9. Clubhouse staff are sufficient to engage the membership, yet few enough to make carrying out their responsibilities impossible without member involvement.

10. Clubhouse staff have generalist roles. All staff share employment, housing, evening and weekend, holiday and unit responsibilities. Clubhouse staff do not divide their time between Clubhouse and other major work responsibilities that conflict with the unique nature of member/staff relationships.
11. Responsibility for the operation of the Clubhouse lies with the members and staff and ultimately with the Clubhouse director. Central to this responsibility is the engagement of members and staff in all aspects of Clubhouse operation.

## **SPACE**

12. The Clubhouse has its own identity, including its own name, mailing address and telephone number.
13. The Clubhouse is located in its own physical space. It is separate from any mental health center or institutional settings, and is impermeable to other programs. The Clubhouse is designed to facilitate the work-ordered day and at the same time be attractive, adequate in size, and convey a sense of respect and dignity.
14. All Clubhouse space is member and staff accessible. There are no staff only or member only spaces.

## **WORK-ORDERED DAY**

15. The work-ordered day engages members and staff together, side-by-side, in the running of the Clubhouse. The Clubhouse focuses on strengths, talents and abilities; therefore, the work-ordered day must not include medication clinics, day treatment or therapy programs within the Clubhouse.
16. The work done in the Clubhouse is exclusively the work generated by the Clubhouse in the operation and enhancement of the Clubhouse community. No work for outside individuals or agencies, whether for pay or not, is acceptable work in the Clubhouse. Members are not paid for any Clubhouse work, nor are there any artificial reward systems.
17. The Clubhouse is open at least five days a week. The work-ordered day parallels typical working hours.
18. The Clubhouse is organized into one or more work units, each of which has sufficient staff, members and meaningful work to sustain a full and engaging work-ordered day. Unit meetings are held to foster relationships as well as to organize and plan the work of the day.
19. All work in the Clubhouse is designed to help members regain self worth, purpose and confidence; it is not intended to be job specific training.
20. Members have the opportunity to participate in all the work of the Clubhouse, including administration, research, enrollment and orientation, reach out, hiring, training and evaluation of staff, public relations, advocacy and evaluation of Clubhouse effectiveness.

## **EMPLOYMENT**

21. The Clubhouse enables its members to return to paid work through Transitional Employment, Supported Employment and Independent Employment; therefore, the Clubhouse does not provide employment to members through in-house businesses, segregated Clubhouse enterprises or sheltered workshops.

### **Transitional Employment**

22. The Clubhouse offers its own Transitional Employment program, which provides as a right of membership opportunities for members to work on job placements in the labor market. As a defining characteristic of a Clubhouse Transitional Employment program, the Clubhouse guarantees coverage on all placements during member absences. In addition the Transitional Employment program meets the following basic criteria.

- a. The desire to work is the single most important factor determining placement opportunity.
- b. Placement opportunities will continue to be available regardless of the level of success in previous placements.
- c. Members work at the employer's place of business.
- d. Members are paid the prevailing wage rate, but at least minimum wage, directly by the employer.
- e. Transitional Employment placements are drawn from a wide variety of job opportunities.
- f. Transitional Employment placements are part-time and time-limited, generally 15 to 20 hours per week and from six to nine months in duration.
- g. Selection and training of members on Transitional Employment is the responsibility of the Clubhouse, not the employer.
- h. Clubhouse members and staff prepare reports on TE placements for all appropriate agencies dealing with members' benefits.
- i. Transitional Employment placements are managed by Clubhouse staff and members and not by TE specialists.
- j. There are no TE placements within the Clubhouse. Transitional Employment placements at an auspice agency must be off site from the Clubhouse and meet all of the above criteria.

### **Supported and Independent Employment**

23. The Clubhouse offers its own Supported and Independent Employment Programs to assist members to secure, sustain, and better their employment. As a defining characteristic of Clubhouse Supported Employment, the Clubhouse maintains a relationship with the working member and the employer. Members and staff in partnership determine the type, frequency and location of desired supports.
24. Members who are working independently continue to have available all Clubhouse supports and opportunities as well as participation in evening and weekend programs.

### **EDUCATION**

25. The Clubhouse assists members to reach their vocational and educational goals by helping them take advantage of educational opportunities in the community. When the Clubhouse also provides an in-house education program, it significantly utilizes the teaching and tutoring skills of members.

### **FUNCTIONS OF THE HOUSE**

26. The Clubhouse is located in an area where access to local transportation can be assured, both in terms of getting to and from the program and accessing TE opportunities. The Clubhouse provides or arranges for effective alternatives whenever access to public transportation is limited.
27. Community support services are provided by members and staff of the Clubhouse. Community support activities are centered in the work unit structure of the Clubhouse. They include helping with entitlements, housing and advocacy, promoting healthy lifestyles, as well as assistance in accessing quality medical, psychological, pharmacological and substance abuse services in the community.
28. The Clubhouse provides assistance, activities and opportunities designed to help members develop and maintain healthy lifestyles.

29. The Clubhouse is committed to securing a range of choices of safe, decent and affordable housing including independent living opportunities for all members. The Clubhouse has access to opportunities that meet these criteria, or if unavailable, the Clubhouse develops its own housing program. Clubhouse housing programs meet the following basic criteria.
  - a. Members and staff manage the program together.
  - b. Members who live there do so by choice.
  - c. Members choose the location of their housing and their roommates.
  - d. Policies and procedures are developed in a manner consistent with the rest of the Clubhouse culture.
  - e. The level of support increases or decreases in response to the changing needs of the member.
  - f. Members and staff actively reach out to help members keep their housing, especially during periods of hospitalization.
30. On a regular basis the Clubhouse conducts an objective evaluation of its effectiveness, including Clubhouse International Accreditation.
31. The Clubhouse director, members, staff and other appropriate persons participate in a comprehensive two or three week training program in the Clubhouse Model at a certified training base.
32. The Clubhouse has recreational and social programs during evenings and on weekends. Holidays are celebrated on the actual day they are observed.

#### **FUNDING, GOVERNANCE AND ADMINISTRATION**

33. The Clubhouse has an independent board of directors, or if it is affiliated with a sponsoring agency, has a separate advisory board comprised of individuals uniquely positioned to provide financial, legal, legislative, employment development, consumer and community support and advocacy for the Clubhouse.
34. The Clubhouse develops and maintains its own budget, approved by the board or supported by an advisory board, which provides input and recommendations prior to the beginning of the fiscal year and routinely monitors it during the year.
35. Staff salaries are competitive with comparable positions in the mental health field.
36. The Clubhouse has the support of appropriate mental health authorities and all necessary licenses and accreditations. The Clubhouse collaborates with people and organizations that can increase its effectiveness in the broader community.
37. The Clubhouse holds open forums and has procedures which enable members and staff to actively participate in decision making, generally by consensus, regarding governance, policy making, and the future direction and development of the Clubhouse.

Clubhouse International

747 Third Avenue – 2<sup>nd</sup> Floor  
New York, New York 10017  
USA  
Telephone: 212 582 0343  
Web: [www.clubhouse-intl.org](http://www.clubhouse-intl.org)

October 1989 ©  
Revised as of December 2018

## Vail Place Consent to Receive Services

Revised 12/01/2019

**Welcome to Vail Place Services!** This document contains important information about our services and policies. Please read it carefully and ask staff any questions you might have. When you sign that you have received this document, it represents an agreement between you and Vail Place for services.

**Program Services:** Vail Place offers a variety of services that are designed to help you on your recovery journey including Clubhouse program, case management, vocational, housing, benefits assistance, health and wellness and other services related to your needs. Staff will encourage and support you in developing recovery goals. Services will be provided at Vail Place, in the community or in your home.

**Eligibility:** For *some* Vail Place programs, we are required to obtain a Diagnostic Assessment to verify that you have a mental illness and are eligible to receive services. Service eligibility is regularly reviewed and you will be sent a notice if you are determined to be no longer eligible for services.

**Confidentiality:** Protecting the privacy and confidentiality of your health information is very important to Vail Place. We will get your permission before sharing your information except in an emergency or when required by law. Our ***Notice of Privacy Practices*** outlines your privacy rights. **You have the right to read Notice before you sign that you agree to the information in this Consent form.**

**Communication:** The preferred mode of communication with staff is in person or by phone. Texting and email are not secure ways to communicate with staff. Staff will respond to messages during regular business hours, excluding nights, weekends and holidays. If you have an emergency you are advised to contact COPE at 612-596-1223 or 911. Staff will generally reply to messages within 24-48 hours. You may receive text notifications for appointments with staff. These texts do not contain private information and you may choose to opt out.

**Benefits and Risks:** There are many benefits to receiving Vail Place services. You will have help identifying and accomplishing your goals, receive resource information, and help to access other services. A potential risk to receiving services is that there may be times when you share information with others that could bring up difficult issues for you. Staff can assist you in locating a therapist if needed.

### **Alcohol, Illegal Substance, and Tobacco-free Grounds:**

Vail Place grounds are alcohol, illegal substance, and tobacco free. If you are under the influence of alcohol or illegal substances you will be asked to leave. We kindly ask you to respect our tobacco free grounds. Individuals who do not comply may be asked to leave. If staff are meeting you in your home, it is requested that you not smoke 30 minutes prior to and during appointments. If you do not comply with the request your appointment may be rescheduled.

**Emergency Procedures:** Staff are trained to manage crisis or emergency situations:

- If you are experiencing a psychiatric crisis, staff may contact Community Outreach for Psychiatric Emergencies (COPE) at 612-596-1223 or call 911. COPE provides community crisis intervention. Staff will work with COPE or emergency professionals and provide information needed to help you.
- Vail Place is required by law to make a report if you or other persons are in physical danger.

**Qualifications of Staff:** Most staff are Mental Health Practitioners or Professionals and have diverse education and training backgrounds. All receive ongoing training in the area of mental health.

**Alternatives:** There are other providers in Hennepin County. We can assist you in contacting other providers or Hennepin County's Intake and Assessment if you do not want to receive services from Vail Place.

**Access to records:** You have a right to review your file or request a copy of it. Please talk with staff who will connect you with a supervisor to begin the process.

**Tennessee Warning:** The Information you provide is generally private. You are not required to answer the questions asked, but we may not be able to help you if you don't provide us with some information. The information you provide may be shared with other staff in the state system whose jobs require access and with staff in this or other agencies as provided by law.

**Required Reporting:** Vail Place staff are mandated to report suspicion of physical or sexual abuse, financial exploitation or neglect to the proper authorities. If we suspect you (or another vulnerable person or child) are being abused in any of these ways, we are required to report it right away to make sure you (or others) stay safe.

**Non-Discrimination:** Vail Place does not discriminate against anyone seeking services in accordance with all laws, rules and regulations. **If at any point you feel you have been discriminated against or have not received the services you feel you should, please follow the Grievance Policy that you have received and contact a supervisor.** As an agency, Vail Place is an equal-opportunity employer that values the diversity of its community, both in our staff and in those whom we serve. In our work with people, we strive for respectful relationships that honor the differences in who we are. Just as we do not tolerate discrimination of any kind towards you, we expect the same respect in return. We do not allow sexual harassment, use of racial/homophobic slurs, or any other abusive behavior. Any type of prejudice or harassment experienced by staff will be addressed and may result in changes to your service at Vail Place.

**Payment for Services:** Vail Place is reimbursed for providing some services, such as Case Management, Vail Care (Behavioral Health Home) or Vail House (Group Residential Housing). By signing acknowledgment of this form, you are giving permission for Vail Place to request reimbursement from Medical Assistance providers, Hennepin County, or the State of Minnesota for services you receive. In order to get reimbursed, we must share some private information, such as your name, address and date of birth.

***For Vail Care Enrollees:*** *if you have Medical Assistance with a spenddown, you will be responsible for paying any part of the cost for Vail Care services not covered by MA.*

***For Vail House Residents:*** *based on your countable income, service funding rules may require you to pay part of the costs for your housing.*

Vail Place engages in service partnerships with some health systems and associated clinics. If you are referred to Vail Place by one of our community partners, the staff who work in these programs may have limited access to your health information. This access is used to help coordinate your services and care. This information will be held confidential in the same way as your Vail Place record.

**I, the client (or guardian), understand I have the right to not to sign that I received this form, however I may not be able to access services if I don't. My signature indicates that I understand this information. If I have questions about any of the items in this form, I will ask staff.**

***If acknowledgement is not captured in the electronic record, please sign on a paper Signature Page form.***



## Grievance Policy and Procedure

- Policy:** Vail Place will use a formalized process for handling grievances.  
**Purpose:** To outline the steps for grievances and grievance resolution, and procedures of documentation.  
**Scope:** This policy and procedure applies to individuals served by Vail Place.

### Procedures:

- 1.0 Individuals will be informed of the Grievance Procedure at the time of initial involvement.
- 2.0 Before filing a formal grievance, the individual with the grievance is encouraged to make every effort to communicate/resolve the issue(s) with their staff advocate or case manager.
- 3.0 Grievance forms are given to individuals at the time of intake and are available from staff and supervisors or upon request from the Compliance Officer.
  - 3.1 The individual will write his or her grievance on the form, or dictate it to another person if unable to write it out.
  - 3.2 The person filing the grievance will sign and date the form.
  - 3.3 Grievances will be first submitted to the direct supervisor, who will review and contact the individual within two business days to acknowledge receipt of the Grievance form.
  - 3.4 The supervisor will complete the Grievance Response section within seven (7) business days and will share the response with the person filing the grievance.
  - 3.5 The supervisor will then forward the grievance to the Compliance Manager for review.
  - 3.6 The Compliance Officer will review the form; add comments if necessary and sign. If the Compliance Officer is unable to review the grievance, the Executive Director will assume the responsibility.
- 4.0 If, at this point, the grievance is not resolved to the satisfaction of the person filing it, he or she may request that the grievance be forwarded to the Executive Director.
  - 4.1 If the grievance remains unresolved after the Executive Director provides a response, the individual may request the Executive Director forward the grievance to the Board of Director's Executive Committee.
- 5.0 Individuals with a grievance are encouraged to seek resolution through the above procedures; however, they may at any time present the grievance directly to the Minnesota Department of Human Services, the Minnesota Department of Human Rights or Hennepin County.
  - 5.1 The phone numbers for resources available to help resolve complaints are as follows:
    - Hennepin County 612-879-3350
    - Minnesota Human Rights Commission 763-535-1051
    - State Mental Health Ombudsman 651-757-1800
    - Mental Health Association of Minnesota 612-331-6840
- 6.0 Grievance paperwork will be scanned and attached to the client's record in an attachment folder accessible only to the Compliance Officer.
  - 6.1 The Compliance Officer will create a note in the EMR documenting that a Grievance was filed and who it was filed against. This note is private and only available to the Compliance Officer.
  - 6.2 If the grievance is regarding a staff member, the paperwork will also be sent confidentially to the Human Resource department, who will attach the paperwork to the staff record with access limited to only the HR Department.

**Attachments:** Grievance Form

**Reference:** MN State Laws

- Revision Date:** September 24, 2014; September 22, 2016  
**Changes:** 9/22/16 changed language related to staff titles from manager/director to supervisor  
**Approved By:** Shelly Zuzek, Compliance Officer

**VAIL PLACE GRIEVANCE FORM**

Date of Grievance: \_\_\_\_\_

Name of person filing Grievance: \_\_\_\_\_

Address of person filing Grievance: \_\_\_\_\_

Phone number: \_\_\_\_\_

Write out (clearly) the Grievance in the space below (or attach additional pages):

Signature of person filing Grievance: \_\_\_\_\_

**ADMINISTRATIVE SECTION (Completed by supervisor):**

Date Received: \_\_\_\_\_ Date of Follow-up Action: \_\_\_\_\_

Response to Grievance (completed by supervisor):

Compliance Officer Response (optional):

Compliance Officer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# VAIL PLACE NOTICE OF PRIVACY PRACTICES

This document is adapted from U.S. Department of Health and Human Services Model Notice of Privacy Practices that includes an overlay of Minnesota's additional legal requirements. It is intended to be adapted by health care providers to suit their individual needs. *Minnesota's legal requirements* are in *italic* text.

## Your Information. Your Rights. Our Responsibilities.

**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.**

### Your Rights

#### Your rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you. If you have questions, please talk to staff or the Privacy & Security Official, Jen Boulton at (952) 945-4231 or [jboulton@vailplace.org](mailto:jboulton@vailplace.org).

#### Copy of medical record

##### Receive an electronic or paper copy of your medical record

- You can ask to see or copy an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information within a reasonable time.
- *If you ask to see or receive a copy of your record for purposes of reviewing current medical care, we may not charge you a fee. [Minn. Stat. § 144.292 subd. 6]*
- *If you request copies of your patient records of past medical care, or for certain appeals, we may charge you specified fees. [Minn. Stat. § 144.292 subd. 6]*

#### Request to amend medical record

##### Ask us to correct your medical record

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

#### Request confidential communications

##### Request for us to contact you confidentially

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

#### Request to limit use/sharing of TPO

##### Ask us to limit what we use or share

- You can ask us not to use or share certain health information for treatment, payment, or our operations (TPO). We are not required to agree to your request, and we may say “no” if it would affect your care.
- If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information. *Minnesota Law requires consent for disclosure of treatment, payment, or operations information. [Minn. Stat. § 144.293 subd. 2]*

#### List of those with whom we've shared information

##### Get a list of those with whom we've shared information

- You can ask for a list (accounting) of the times we've shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We'll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.



<p><b>Copy of this privacy notice</b></p>	<p><b>Get a copy of this privacy notice</b></p> <p>You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.</p>
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<p><b>File a complaint</b></p>	<p><b>File a complaint if you feel your rights are violated</b></p> <ul style="list-style-type: none"> <li>You can complain if you feel we have violated your rights by contacting us using the information on page 1.</li> <li>You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue SW, Washington, D .C. 20201, calling 1-877-696-6775, or visiting <a href="http://www.hhs.gov/ocr/privacy/hipaa/complaints/">www.hhs.gov/ocr/privacy/hipaa/complaints/</a>.</li> <li>We will not retaliate against you for filing a complaint.</li> </ul>
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**Your Choices**

<p><b>Request us not to share</b></p>	<p><b>For certain health information, you can tell us your choices about what we share.</b></p> <p>If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.</p> <p>In these cases, you have both the right and choice to tell us NOT to:</p> <ul style="list-style-type: none"> <li>Share information with your family, close friends, or others involved in your care</li> <li>Share information in a disaster relief situation</li> </ul> <p>If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.</p>
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<p><b>Will never share without permission</b></p>	<p><b>In these cases we never share your information unless you give us written permission:</b></p> <ul style="list-style-type: none"> <li>Marketing purposes</li> <li>Sale of your information</li> <li>Most sharing of psychotherapy notes</li> </ul> <p>Minnesota Law also requires consent <i>for most other sharing purposes.</i></p>
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<p><b>Fundraising</b></p>	<p><b>In the case of fundraising:</b></p> <ul style="list-style-type: none"> <li>We may contact you for fundraising efforts, but you can tell us not to contact you again.</li> </ul>
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<p><b>Our uses and disclosures for TPO</b></p>	<p><b>How do we typically use or share your health information?</b></p> <p>We typically use or share your health information in the following ways. <i>We need your consent before we disclose protected health information for treatment, payment, and operations purposes, unless the disclosure is to a related entity, or the disclosure is for a medical emergency and we are unable to obtain your consent due to your condition or the nature of the medical emergency. [Minn. Stat. § 144.293, subd. 2 and 5]</i></p> <p><b>Treat you</b></p> <p>In general, we can use your health information and share it with other professionals who are treating you <i>only if we have your consent.</i></p> <p>Example: Vail Place staff coordinate services with other organizations on your behalf, when you provide consent by signing an Authorization to Release Information form. In some situations we are able to share information without your consent with Hennepin County to coordinate services on your behalf.</p> <p>In some cases, we may need to release your health information to other professionals or involved parties <i>without your consent</i> if it is an emergency and you are unable to provide consent due to the nature of the emergency. <i>We may also share your health information with other Vail Place staff or affiliates. [Minn. Stat. § 144.293, subd. 2 and 5]</i></p> <p>Example: We don't need your written permission to provide health information to emergency personnel if you are experiencing a medical or psychiatric emergency.</p>
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## Our Uses and Disclosures

### Our uses and disclosures for TPO ... cont'd

#### Run our organization

We can use and share your health information to run our programs and services, improve your care, and contact you when necessary. *We are required to obtain your consent before we release your health records to other providers for their own health care operations. [Minn. Stat. § 144.293, subd. 2 and 5]*

Example: We will use your health information to manage your care and services at Vail Place.

#### Bill for your services

We can use and share your health information to bill and get payment from health plans or other entities only if we obtain your consent. [Minn. Stat. § 144.293, subd. 2 and 5]

Example: We will ask you to sign our Consent to Receive Services form which gives us permission to share billing information with health plans.

### Other uses and disclosures

#### How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html)

### Public health and safety

#### Help with public health and safety issues

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

### Research

#### Do research

We can use or share your information for health research *if you do not object. [Minn. Stat. § 144.295 subd. 1]*

### Comply with the law

#### To comply with the law

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law. [Minn. Stat. § 144.293 subd. 2]

### Organ and tissue donation

#### Respond to organ and tissue donation requests

We can share health information about you with organ procurement organizations *only with your consent. [Minn. Stat. § 525A.14]*

### Medical Examiner

#### Work with a medical examiner or coroner

We can share health information with a coroner and medical examiner when an individual dies. *We need consent to share information with a funeral director. [Minn. Stat. § 390.11 subd. 7 (a)]*

### Workers' comp, law enforcement, government

#### Address workers' compensation, law enforcement, and other government requests

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or *with a law enforcement official with your consent, unless required by law. [Minn. Stat. § 144.293, subd. 2]*
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services *with your consent, unless required by law. [Minn. Stat. § 144.293, subd. 2]*

<b>Respond to legal actions</b>	<p><b>Respond to law suits and legal actions</b></p> <p>We can share health information about you in response to a court or administrative order, or in response to a subpoena. In some cases a court order may be required. <i>[Minn. Stat. § 144.293 subd. 2]</i></p>
<b>Other state law</b>	<p><b>Comply with other state laws</b></p> <p>In Minnesota, we need your consent before we disclose protected health information for treatment, payment, and operations purposes, unless the disclosure is to a related entity, or the disclosure is for a medical emergency and we are unable to obtain your consent. We will never share any substance abuse treatment records without your written permission. <i>[Minn. Stat. §§ 13.386, 254A.09]</i></p>

## Our Responsibilities

<b>Maintain privacy &amp; security</b>	We are required by law to maintain the privacy and security of your protected health information.
<b>Inform of breach</b>	We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
<b>Follow notice practices</b>	<p>We must follow the duties and privacy practices described in this notice and give you a copy of it.</p> <p>We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.</p> <p>For more information see:  <a href="http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html">www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html</a></p>

## Changes to the Terms of this Notice

<b>Changes to the Terms of this Notice</b>	We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.
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## Other Instructions for Notice

<b>Effective Date</b>	August 1, 2018 (replaces January 15, 2016 version)
<b>Name and contact of Privacy Official</b>	<p>Jen Boulton, Director of Operations  952-945-4231  <a href="mailto:jboulton@vailplace.org">jboulton@vailplace.org</a></p> <p>VAIL PLACE  23 - 9th Avenue South  Hopkins, MN 55343  <a href="http://www.vailplace.org">www.vailplace.org</a></p>



## Welcome to Vail Place: Program Review and Expectations

04/01/2016

The Clubhouse is an intentional community centered on providing a **safe and welcoming environment** for all members, staff and visitors. The program offers a variety of services including: employment; supported education; social programming; health and wellness; housing; crisis assistance; individual recovery goal planning and referrals to other programs.

Your participation is voluntary and you may attend as frequently as you want. "Once a member, always a member". Vail Place is required to determine if you are eligible to receive services based on your diagnosis and to update this information every three years. We ask that you sign an **Authorization to Release Information** form so that we may get this information. If you don't sign this form we will not be able to offer services to you. This information will be kept confidential and is only accessible to staff. We may ask you to give permission so that we may request or share information with others involved in your recovery to coordinate services to assist you.

**Confidentiality in the Clubhouse setting:** Vail Place is dedicated to protecting your private information and takes precautions to keep your information confidential. However, due to philosophy of the Clubhouse others may have more access to your information than at other programs. The environment of the Clubhouse is a semi-public community where one will need to be aware of what and to whom you share your personal information. You may decide this is not acceptable and you want to access services elsewhere.

- Some of your personal information that **will be accessible** to members may include: your first and last name, your birthdate, sign-in sheets or your phone number.
- Information that other members **will not have access** to would be your social security number, your diagnosis, your address, and information in your individual record.
- The telephones are answered by staff and members and are trained in procedures to help protect your privacy. However, there is a risk that someone could accidentally disclose that you attend Vail Place. We will try to make sure this doesn't happen, but we are unable to guarantee this.

### **Clubhouse Expectations:**

- Maintain good personal grooming and hygiene and wear clothes that are appropriate for the workplace. Staff will help you if you need it, however you may be asked to leave if it is an ongoing problem.
- Please do not **borrow** cigarettes or money from others or **ask** for rides from members who have cars. However the **offering** from one member to another these items is allowed.
- In providing a safe community sexual harassment or the solicitation of sexual favors is not permitted.
- Do not sell or give prescription medications, drugs or alcohol to other members.
- Do not use alcohol or illegal drug use on-site. If you come to Vail Place under the influence, staff will evaluate your situation to determine if you need medical attention. This may involve calling 911. If you do not need medical attention, staff will ask you to leave the Clubhouse. If you appear to be under the influence and you attempt to transport yourself in your car, staff must call 911 to alert them of your condition. If you need help with your substance use, staff will assist you to locate services.

**Activity Agreement:** Vail Place offers activities that occur in the community. We take measures to ensure the safety of members. Vail Place will not be held responsible for medical or other expenses if an accident occurs during a Vail Place sponsored activity. If you chose to drive your vehicle and transport members, Vail Place will not be liable and will not assume responsibility for any damages or injuries that occur as result of an accident. The responsibility rests with vehicle owner and their personal vehicle insurance coverage.



## **Authorization for Use and Disclosure of Information/Photos for Use in Marketing and Advertising**

I authorize Vail Place to use, edit, and disclose, for advertising, marketing and publicity purposes, my likeness (including photographs, personal testimonies, and quotes, and/or film/video). This information may be disclosed to television stations, newspapers, magazines, electronic or print media, scientific publications/presentations, and internet publications. Vail Place may use and disclose this information for such purposes as publicity, illustration, advertising, and web content.

No services are provided to me under this authorization.

I agree that I shall not be entitled to any payment as a result of Vail Place's use or disclosure of information in accordance with this authorization.

I understand that I may cancel this authorization by sending a written request to:

Vail Place  
23 9th Avenue Ave S  
Hopkins, MN 55343

If I cancel this authorization, Vail Place will not use or disclose information for the purposes described in this authorization, except to the extent Vail Place has already relied upon this authorization and used or disclosed information. I understand that when Vail Place discloses information pursuant to this authorization, the information may no longer be protected by federal or state privacy rules and may be subject to re-disclosure by the recipient of the information.

Unless cancelled as describe above, this authorization shall not expire.

I understand and agree to the terms of this authorization.

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Signature

Date

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Print Name