

# Volunteer Handbook

February 2019



# **CENTER FOR FAMILY SERVICES**

Center For Family Services, Inc. (CFS) is a nonprofit human services agency with 90 years of experience serving children and families in southern New Jersey. Our vision is for all people to lead capable, responsible, fulfilled lives in strong families and healthy communities. Our mission is to support and empower individuals, families, and communities to achieve *a better life through vision, hope, and strength*.

CFS offers a full range of programs addressing the needs of the population at every stage of life, from birth to old age. Our service model has been designed to accommodate multiple, often connected, issues facing individuals and families so that they may receive holistic treatment and assistance "under one roof". CFS service areas include:

*Addiction & Recovery-* offering recovery support groups and specialized treatment programs for adolescents, adults, mothers, and the deaf and hard of hearing community ,as well as a peer-driven, community-based center for sustaining recovery;

*Community Connections* - providing opportunities to directly impact the community through mentoring programs, volunteer efforts, neighborhood-based resource centers, ongoing partner-ships with local neighborhoods, and internship experiences.

*Counseling & Behavioral Health -* offering counseling services focused on building self-sufficient families, encouraging strong parent/child relationships, increasing conflict resolution skills, providing crisis-intervention, and connecting individuals to resources.

*Education & School Based -* providing high quality early childhood education, offering child abuse prevention programs in local schools, and supporting students to increase attendance rates and achieve long-term positive outcomes.

*Family Support & Prevention -* teaching critical parenting skills, increasing problem solving abilities and decreasing high-risk behaviors through evidence based programs that strengthen families and create safe environments for children.

*Safe & Supportive Housing* - providing a safe home environment for children and youth who are homeless, abused, abandoned, or neglected; women who are victims of domestic violence; and young mothers who are homeless.

*Victim & Trauma -* providing 24/7 crisis intervention, counseling, and support to survivors of sexual and domestic violence, safe housing for survivors of domestic violence, and trauma response across the community.

*Workforce Development* - providing pathways to job readiness for Camden City residents through workforce development programs designed to increase opportunities for success.

Center For Family Services is dedicated to providing a comprehensive continuum of care and high quality, innovative services to meet the community's changing needs. Through more than 70 programs, we touch the lives of thousands of vulnerable children and families each year to prevent those at-risk from becoming victims of child abuse or neglect, to provide intervention services when necessary, and to break the cycle of challenges that often cause serious family problems. With in-home, after-school, school based, and community programs, CFS provides the tools to keep children safe and help families become self-sufficient. CFS is accredited by the Council on Accreditation of Services, meeting national standards for quality of services.

## **CENTER For FAMILY SERVICES, Inc.**

Volunteer Guidelines

*Volunteer–at -will Statement: This handbook does not constitute an express or implied employment contract.* Although this handbook describes the general guidelines of the Center For Family Services rules and policies, it is not binding. The CFS Administration reserves the right to unilaterally change, reverse or discontinue any policy or practice at any time without prior notice or agreement.

The Center For Family Services expressly retains the sole and complete discretion to terminate the volunteer service of any volunteer with or without notice and with or without cause. Likewise, volunteers are free to terminate their service at any time.

Further, no volunteer, employee, manager or other agent of CFS other than the Chief Executive Officer has the authority to enter into any agreement contrary to these guidelines or to enter into any agreement with any volunteer for any specified period of time.

This is the Center For Family Services Volunteer Handbook and supersedes and voids all prior handbooks of the Center For Family Services, Inc., Together, Inc., Reality House, Inc., Family Counseling Service, or Mother/Child Residential, and other previous written and oral policies, practices and procedures.

#### 1. GENERAL

#### 1.10 Scope

These guidelines shall be applicable to all volunteers of the Center For Family Services insofar as they do not conflict with the terms of specialized programs that operate on a year -to- year basis.

#### 1.20 Rights of Volunteers

No rights or privileges shall accrue to any volunteer by reason of these guidelines which in any way limit or restrict the authority of the CFS Administration to make amendments, corrections, additions or deletions to these personnel guidelines and the effective application thereof to all such volunteers.

#### 1.30 Dispute Resolution

When a volunteer has a service related problem or concern, every effort shall be made to resolve such a problem or concern. The volunteer should schedule an interview with their immediate supervisor.

#### 1.40 Definition

A. Volunteer- An individual who performs services for an organization for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation for services rendered. Such service must be offered freely and without pressure or coercion, direct or implied, from the agency. If the individual is otherwise employed by the same employer for which they volunteer, the individual cannot volunteer to perform the same type of services that they are paid to perform as an employee. A volunteer does not take the place of a paid CFS position.

B. The Agency or CFS– Center For Family Services, Inc.

#### 2. RECRUITMENT & VOLUNTEER WORK

#### 2.10 Application Form

A uniform volunteer application form shall be completed by prospective volunteers.

#### 2.20 Background Checks on Prospective and Current Volunteers

It is agency policy to obtain references on prospective volunteers prior to their volunteer work. In the event that a funding source requires further background checks on prospective volunteers, it is agency policy to comply with the contractor's request. The agency may require further background checks in general, or in particular program areas. A criminal background check will be required for all long term volunteers in the agency. Other checks may include drug screens, verifications of education, employment, licenses and credentials, motor vehicle checks, and others as applicable to the position.

CFS prohibits permitting personnel or contractors who have a documented history of assault behavior, such as indicated child abuse findings resulting from criminal or civil proceedings, to have interaction with or provide oversight to vulnerable populations.

#### 2.30 Personnel Records

CFS Admin shall develop and maintain the Agency's volunteer record system. Such records shall be considered confidential and shall generally be made available only to the volunteer, the CFS Executives, the volunteer's immediate supervisor, Human Resources, volunteer coordinators, and others on a need to know basis.

#### **3. GUIDELINES**

#### 3.10 Health

It is expected that all volunteers shall be in reasonably good health so that they can satisfactorily perform their job duties.

Volunteers in emergency shelter services, residential care services, recovery services, foster care, Head Start and other services where a high risk of air-borne or bodily fluid exposure is present, prior to hiring, must complete a medical history relating to exposure to tuberculosis, receive tuberculin skin tests prior to initial assignment and at least as frequently as licensing requires thereafter, as well as after incidents of exposure or manifestation of symptoms of TB; and demonstrate completion of an approved treatment when results are positive. Initial and continuing volunteer work is contingent upon initial negative TB testing and physical exam indicating candidate is medically cleared for the service of the position.

#### 3.20 Equal Volunteer Opportunity/ Affirmative Action

A. Equal Volunteer Opportunities - The Agency will not discriminate against any volunteer or applicant for volunteer services because of age, race, creed, color, national origin, ancestry, marital status, sex, sexual orientation, gender identity or expression, or other protected classification.

B. Affirmative Action - The Agency will take affirmative action to ensure that all applicants are considered, and that all volunteers are fairly treated during their volunteer service, without regard to their age, race, creed, color, national origin, ancestry, marital or civil union status, sex, sexual orientation, or gender identity or expression.

#### 3. 30 Cultural Diversity

CFS promotes and supports cultural diversity in all of its guidelines and programs.

#### 3.40 Americans with Disability Act

CFS is committed to providing equal volunteer opportunities to otherwise qualified individuals with disabilities, which includes providing reasonable accommodations whenever necessary. In general, it is the volunteer's responsibility to notify the supervisor of the need for an accommodation.

#### 3.50 Vehicle Policy

Volunteers generally do not drive CFS vehicles. The following policy affects any individual who may drive a CFS vehicle or their own vehicle on agency business. CFS has a Point System to evaluate the acceptability of staff and volunteers as drivers. The Point System uses Motor Vehicle Reports (MVR) and other driver characteristics. Prior to driving such a vehicle, the following information must be provided to Human Resources for inclusion in their personnel file:

- Current driver's license to be copied;
- Current vehicle registration for own vehicle;
- Proof of insurance for personal vehicles, and must have;
- Current valid inspection sticker

Each volunteer is responsible for keeping the above information up-to-date, including reporting any moving violations or changes in their driving status to their supervisor within five days of the violation or change.

Volunteers who drive will sign a release for CFS to request a Motor Vehicle Report. The CFS Driver Point System will be used to evaluate the MVR and other driver factors. Volunteers who are evaluated as having sufficient points to be classified as an Unacceptable Driver will be subject to loss of driving privileges on CFS business.

Safe driving practices, speed limits and driving laws must be observed at all times. CFS is not responsible for any fines incurred by volunteers while driving an agency vehicle. Volunteers are responsible for reporting any accidents, no matter how minor, to the police before leaving the scene of the accident.

#### 4. REIMBURSABLE EXPENSES

#### 4.10 Transportation

Reimbursement for mileage at the rate established by the Board of Trustees, plus toll and parking charges, shall be allowed to volunteers who are authorized and required to use their automobile in the service of the Agency. This does not apply to daily travel between home and CFS. It shall be the obligation of the volunteers to maintain liability insurance on the automobile.

#### 5. ETHICAL CONDUCT AND CONFIDENTIALITY

#### 5.10 Confidentiality of Client Records

General Confidentiality: Upon start of volunteer work, the volunteer will be asked to sign a Code of Ethics and Confidentiality Agreement, which generally provides that the volunteer will not disclose or use in any way CFS confidential information, either during or after volunteer work.

If questioned by someone outside the agency or a co-worker, and if concerned about the appropriateness of giving certain information, volunteers are not to answer. Instead, as politely as possible, refer questions to the Program Director.

No one is permitted to remove or make copies of any CFS records, reports, documents or program curriculum without prior approval from a supervisor.

Client Confidentiality: Many of the services to and communications with clients of CFS are confidential by law and by program policy. Each program has specific policies regarding the proper procedures for protecting the clients' confidentiality. Signed release forms from the client are necessary for the disclosure of any information regarding the client to outside sources. Discussion of clients, even among CFS employees & volunteers, shall be limited to employees & volunteers involved in the case and any discussion shall be limited to the facts needed to assist the client. Written client records must be protected according to the policies of each program. These procedures are strictly enforced. Violation of this policy will result in discipline up to and including discharge.

#### 5.20 Ethical Conduct

It is considered standard agency practice to maintain the highest ethical practices in all aspects of agency functioning. All volunteers are expected to comply with standards of ethical and professional practice. As an overall guideline, Center For Family Services adheres to the National Association of Social Worker Code of Ethics. All staff will be asked to sign a Code of Ethics and Confidentiality Agreement.

#### 6. WORKPLACE ENVIRONMENT

#### 6.10 Drug / Alcohol-Free Workplace

Purpose – The purpose of this policy is to provide a work environment free of drug and alcohol abuse. This policy establishes guidelines for identifying, documenting and effectively addressing instances of drug / alcohol misuse and abuse. CFS wants to ensure a safe work environment free of drug and alcohol abuse for all CFS volunteers, employees, contractors, clients and guests.

Policy Statement - CFS volunteers are expected to report to work at the scheduled time and in appropriate mental and physical condition. It is CFS's intent to provide a drug-free, healthful, safe, and secure work environment. The manufacture, distribution, dispensation, possession, or use of a controlled substance (drugs or alcohol) on Agency premises or while conducting Agency business off Agency premises is absolutely prohibited (this does not include the lawful use or possession of prescription medication). Violations of this policy will result in discharge, and may have other legal consequences. Throughout this policy, the term "drugs" includes any narcotics or other controlled substances other than alcohol.

Drug / Alcohol Use Prohibited – CFS prohibits the possession, sale, use or being under the influence of drugs and/or alcohol while on CFS property or during CFS work time. A volunteer who is taking medication prescribed by a licensed physician, which medication may diminish his or her capacity to work safely must inform his or her supervisor prior to beginning work. For safety reasons, such a volunteer may be required to perform duties other than those regularly assigned rather than be permitted to work under the influence of the prescribed medication. CFS reserves the right to discharge for failure to comply with the above.

#### 6.20 AIDS/HIV Policy

CFS wishes to comply with state and federal anti-discrimination laws concerning individuals having AIDS, infected with HIV, or having other infectious diseases, such as Hepatitis B. (For the purposes of this policy, these individuals will be referred to as persons with AIDS.) CFS also wishes to treat persons infected with AIDS with dignity and respect and will abide by the following policy for clients and employees with AIDS.

A. CFS will treat AIDS or any of its related conditions as any other handicap or disability. Volunteers with AIDS will be allowed to continue working and applicants with AIDS will be considered viable candidates for service as long as they are able to perform properly their duties and do not pose a danger to their own health and safety and to the health and safety of others in the workplace. CFS will attempt to reasonably accommodate applicants and volunteers with AIDS as may be appropriate in the context of the Agency's overall operations.

- B. CFS will attempt to maintain the confidentiality of persons with AIDS and other infectious diseases insofar as practicable. However, necessary efforts to accommodate such persons may require limited disclosure to various individuals on a need-to-know basis.
- C. No individual will be denied admission to CFS's programs, both outpatient and residential, solely based on their status as persons with AIDS, nor will any individual who voluntarily discloses that they have AIDS or is diagnosed while participating in agency programs be removed solely on this basis. AIDS and HIV education will be a part of staff training. Clients and staff will be provided with information in an attempt to dispel misconceptions, fears and prejudice regarding AIDS.
- D. Prejudicial behavior, isolation or ridicule directed toward clients or staff with AIDS will not be tolerated and appropriate disciplinary action will be taken.
- E. Procedures to reduce transmission of HIV include the following:
  - 1. It will be assumed that all CFS clients, residents, volunteers and staff are potential carriers of HIV. The "Worker Exposed to AIDS and Hepatitis B" recommended by the U.S. Department of Labor, Occupational Safety and Health Administration will be followed and all procedures which could involve the transmission of HIV or other blood borne diseases, such as cleaning up blood and other body fluids, disposing of sanitary napkins, etc.
  - 2. All facilities will maintain a supply of latex gloves and bleach to be used in cleaning up blood and other body fluids.
  - 3. Residential programs will provide residents with separate toothbrushes and razors; and,
  - 4. Residents of CFS facilities will be forbidden to conduct self-tattooing, body piercing or similar high-risk behaviors.

#### 6.30 Anti-Harassment

Harassment based on race, creed, color, religion, sex, national origin, nationality, ancestry, age, disability, marital status, affectional or sexual orientation, gender identity or expression, domestic partnership or civil union status, liability for military service, genetic information, atypical hereditary cellular blood trait or any other protected classification is a form of misconduct, which undermines the integrity of the volunteer service relationship. Harassment refers to behavior which is not welcome, which debilitates morale and, which, therefore, interferes with work effectiveness.

This definition includes sexual harassment, which includes unwelcome sexual advances, requests for sexual favors, the display of sexually suggestive objects or pictures, and other verbal or physical conduct of a sexual nature, when (1) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's volunteer service or (2) submission to or rejection of such conduct by an individual is used as the basis for volunteer service decisions affecting such individual, (3) such conduct has the purpose of effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Comments, physical touching of another person, or drawings, which are not explicitly sexual in nature, may constitute sexual harassment under the above-mentioned standards.

Harassment based on race, creed, color, religion, sex, national origin, nationality, ancestry, age, disability, marital status, affectional or sexual orientation, gender identity or expression, domestic partnership or civil union status, liability for military service, genetic information, atypical hereditary cellular blood trait, or any other protected classification exists in instances such as negative statements, insults or even attempts at humor directed to a volunteer because of their membership in a protected class such as age, race, color, religion, national origin, disability, or veteran status or other protected classification.

All harassment, whether committed by supervisory personnel, non-supervisory personnel or others is specifically prohibited and against CFS policy.

Volunteers who believe that they have experienced sexual harassment and/or harassment based on sex, gender, race, national origin, religion, age, color, disability, sexual orientation or other protected status, or are a witness to such behavior / conduct, should immediately notify their supervisor. If the supervisor is the harasser, or the volunteer feels it is otherwise inappropriate to report to the supervisor, the volunteer should report the conduct to their Program Director or a Vice President.

All reports of harassment will be investigated promptly and thoroughly by a person who is not involved in the alleged harassment.

CFS will give due regard for the need of confidentiality of the parties involved during the investigation process. The complaining volunteer will be promptly and fully informed of the actions taken by CFS with respect to the volunteer's complaint.

If any investigation confirms that harassment or other improper behavior has occurred, CFS will take swift, appropriate corrective action which may include discipline and/or discharge of the offending party.

A volunteer will not be subject to retaliation, intimidation, or discipline as a result of making a good faith complaint of sexual harassment, or any other form of harassment.

#### 6.40 Smoke-Free Workplace

The CFS maintains its buildings as smoke-free environments. As such employees, volunteers and clients can only smoke outside of, and away from the buildings. Where the principal modality of service is group, and groups of smokers take breaks at the same time, there is an issue of second hand smoke that must be considered for other non-smokers, who may not be our clients.

To avoid mixed messages to clients, staff are not to smoke in the presence of clients.

Smoking is never permitted in CFS vehicles. Staff may not smoke in personal vehicles if clients are present. Smoking is not permitted in CFS parking lots.

#### 6.50 Personal Appearance

Dress, grooming and personal cleanliness standards contribute to an effective work environment. Therefore, when conducting CFS business, volunteers are expected to present themselves in a manner appropriate for a professional environment. Volunteers should keep in mind that a favorable public impression is necessary to a service organization such as CFS.

#### 6.60 Communications / Solicitations / Distributions

Communication with employees and volunteers from other programs should be done through interoffice mail. Volunteers shall not post notices, advertisements, messages, posters, etc, of any kind on CFS bulletin boards. Bulletin boards are reserved for the exclusive use of CFS. No user of CFS's email or voicemail system should assume that any messages sent or received through these systems will be private or not subject to review by CFS or its representatives. The e-mail and voice-mail systems are not the private mail of its users, it is the mail of the agency and the agency has every right to monitor that email or voicemail.

Use of the system to solicit business ventures unrelated to the conduct of CFS business, to disseminate information that is not otherwise authorized for dissemination (including confidential information) or for personal, political or religious causes is prohibited.

CFS's email and voicemail is intended for use in connection with CFS business only.

<u>Telephone Use</u> - Where possible, encourage messages to be left in an employee's voicemail. When taking a message manually for someone, list the date and time of the call as well as the name and telephone number of the caller, their company or agency if appropriate, and a brief message. Also sign your name or initials so that you can be questioned about the call or asked for clarification if necessary.

Collect calls are not accepted by CFS. No personal long distance calls are permitted. The privilege of using CFS telephones for personal local calls shall not be abused.

No home phone numbers of employees or volunteers may be given out to anyone except another employee or volunteer of CFS. If someone unfamiliar calls, do not give out a home phone number unless another employee can verify the caller as an employee of CFS.

#### 6.70 Conflicts of Interest

Any volunteer should avoid any situation where either a conflict of interest, or an appearance of a conflict of interest, may arise. Such situations include any instance where volunteer or related party has any financial interest in any transaction in which CFS is involved. Related party is defined as members of the volunteer's immediate family or other close friend or relative of the volunteer.

#### 6.80 Calls from the Media

Calls from the media are to be directed to the Associate Vice President for Development and Public Relations. Do not attempt to answer such inquiries. Never say, "No comment". The President/ CEO is the only official spokesperson for the Center For Family Services.

#### 6.90 Non-Fraternization

CFS prohibits volunteers from fraternizing with active clients, and after a case is transferred or closed. This policy is both for the protection of the volunteer and to maintain the integrity of CFS services. If any volunteer is found to be in violation of this policy the volunteer will be discharged. There are exceptions to this guideline for programs such as mentoring and Quixote Quest.

#### CODE OF ETHICS and CONFIDENTIALITY AGREEMENT

In addition to the standards outlined below, all CFS volunteers shall follow the ethical principles and standards of the National Association of Social Workers (NASW) Code of Ethics (www.socialworkers.org) and any related code of ethics applicable to a volunteer's professional affiliation.

1. I will not discriminate against or refuse professional services to anyone on the basis of race, creed, age, gender, sexual orientation, religion, disability, or nationality;

2. I will not use my professional relationships to further my own interests;

3. I will evidence a genuine interest in all persons served, and do hereby dedicate myself to their best interest and to helping them help themselves;

4. I will maintain confidentiality when working with, storing, or disposing of client and staff records;

5. I will maintain a professional attitude which upholds confidentiality towards individuals served, colleagues, applicants, and the Agency;

6. I will respect the rights and views of my colleagues, and treat them with fairness, courtesy, and good faith;

7. I will extend respect and cooperation to my colleagues and those of all professions;

8. I, upon termination, will maintain client and co-worker confidentiality, and I will hold as confidential any information I obtained concerning CFS;

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;

10. I will not engage in or condone any form of harassment or discrimination;

11. If I have the responsibility for employing and evaluating staff performance, I will do so in a responsible, fair, considerate, and equitable manner;

12. I will abide by all agency policies;

13. I have total commitment to provide the highest quality of service to those who seek my professional assistance;

14. I will continually assess my personal strengths, limitations, biases, and effectiveness;

15. I will strive to become and remain proficient in my professional skills and the performance of professional functions;

16. I will act in accordance with standards of professional integrity;

17. I will not act outside the bounds of my competencies and assigned role;

18. I will seek assistance for any problem that impairs my performance;

19. I will accurately represent my education, training, experience, and competencies as they relate to my assigned job;

20. I understand that violation of this Code of Ethics may be grounds for disciplinary action, including termination of employment;

21. I will disclose to my supervisor any circumstances that pose or may appear to pose a potential conflict of interest;

22. I will not direct or steer referrals of CFS clients to any private practice engaging a CFS employee or consultant unless the President/CEO waives the prohibition. A signed waiver would be filed in the client file;

23. I understand that once a client leaves the program, I am not permitted to continue a relationship with the client without authorization of a Vice President;

24. I will not violate the intellectual property rights of CFS. CFS has exclusive ownership of work products such as grants, publications, curriculum, written documents, manuals, and any other materials generated in the normal course of business and service delivery at the Agency.

#### **VOLUNTEER & CFS AGREEMENT**

As a volunteer and representative of Center For Family Services I understand that I am committing/ expected to:

- Work constructively as part of the CFS team
- Complete the appropriate training needed to conduct my volunteer responsibility
- Adhere to Center For Family Services performance standards, guidelines, ethical standers and code of ethics
- Act with the best interests of the client above my own personal feelings while volunteering
- Respect the confidentiality and privacy of families and donors
- Give and receive constructive feedback in a positive manner
- Notify a supervisor of any potentially unethical situation involving myself
- Be timely and notify of any schedule changes
- Notify a supervisor of any concerns when visiting the site
- Return phone calls or emails within a reasonable amount of time
- Understand that when I commit to volunteer for a certain amount of time, I will honor that commitment
- Never handle any money or valuables of the client
- Not do anything that will put myself in danger
- Not expect any compensation in return for service I provide
- Not use my CFS contacts to benefit myself or another organization or business

As Center For Family Service we understand that we are committing/expected to:

- Recognize that volunteers are vital to our mission and are extremely important representatives of CFS
- Deliver the same respect and courtesy as donors, clients and staff
- Respect that volunteers have busy lives outside of CFS work
- Provide you with appropriate and thorough training, proper tools and instructions
- Provide a volunteer handbook with information, performance standards and code of conduct
- Provide constructive feedback and meaningful recognition
- Be professional and courteous at all times and appreciative and respectful of your time
- Return phone calls or emails within a reasonable amount of time
- Work to resolve conflicts in a positive and productive manner
- Provide communications that keep you informed of events, training and opportunities
- Never put a volunteer in a dangerous or unethical situation

Volunteer Signature

Date

CFS Supervisor Signature

Date

### HANDBOOK ACKNOWLEDGEMENT FORM

I, \_\_\_\_\_, acknowledge that I have received a *(print full name)* 

copy of the Volunteer Handbook of the CENTER FOR FAMILY SERVICES, INC. ("Agency") and I understand that I should read it and become familiar with it.

I further understand that:

- I am a volunteer at-will which means that the Agency can terminate me at any time with or without notice and with or without cause. This is true no matter what may be stated elsewhere in the handbook or other writing given to me by the Agency. I also can quit at any time, with or without notice and with or without cause.
- The Agency can, on its own, change or discontinue any policy in this handbook or other writing, or change any working conditions without having to consult anyone and without anyone's agreement.
- No one other than the President / CEO can enter into any agreement with me that is contrary to the policy stated above. If any such contrary agreement is made with me, it must be in writing and signed by the President / CEO.
- This is the Agency's current volunteer handbook and all prior handbooks are void.

Volunteer's Signature

Date

## The Center For Family Services, Inc.

### Client Rights & Responsibilities

Client Rights & Responsibilities were established with the expectation that observance of these rights will contribute to more effective client care and greater satisfaction for the client, family, clinician and agency. Clients shall have the following rights without regard to age, race, color, sexual orientation, national origin, religion, culture, physical handicap, personal values or belief systems.

#### The Client Has The Right To:

~Receive the professional care needed to regain or maintain his or her maximum potential.

~Expect clinical staff who provide service to be friendly, considerate, respectful and qualified through education and experience and perform the services for which they are responsible with the highest quality. ~Expect full recognition of individuality, including privacy in treatment and care, with confidentiality kept in regards to all communications and records. ~Complete information, to extent known, regarding

diagnosis and treatment.

~Be fully informed of the scope of services available at the agency, emergency resources, and related fees for services rendered.

~Be a participant in decisions regarding the intensity and scope of treatment. If the patient is a minor, or unable to participate in those decisions, the patient's rights shall be exercised by the patient's legal guardian.

~Refuse treatment to the extent permitted by law and be informed of the consequences of such a refusal. The client accepts responsibility for his or her actions should he or she refuse treatment or not follow the treatment plan agreed on.

~Approve or refuse the release of records to any individual outside the agency, except as required by law or third-party payment contract.

~Be informed of research/educational projects affecting his or her care or treatment, and can refuse participation in such research without compromise to usual care.

~Express and / or file grievances/complaints and suggestions at any time, without interference or retaliation.

~Change primary clinician if other qualified clinicians are available.

~Be fully informed and involved before any transfer to any other service provider or organization.

~Express those spiritual beliefs and cultural practices that **do** not harm others or interfere with agency

State and Local Concern/Support Resources ~ Camden County Division of Mental Health (856)374-6895 ~ Gloucester County Mental Health Administrator (856)384-6877 ~ Mental Health Advocate of the Prosecutor's Office Camden Co. (856)225-8400 Gloucester Co. (856)384-5500 ~ Mental Health Association of SW New Jersey (856)966-6767 ~ NJ Dept of Consumer Affairs (201)504-6200 ~ NJ Dept of Mental Health (609)567-7352

#### The Client Is Responsible For:

~Reporting whether he or she clearly understands the treatment plan and what is expected of him or her. ~Keeping appointments and, when unable to do so for any reason, notifying the facility 24 hours in advance. ~Recognizing that the given appointment time is dedicated to the client, and arriving on time for that appointment.

~Providing the clinician with the most accurate and complete information regarding present concerns, past history, hospitalizations, medications, changes, or any other client health or circumstance matters.

~Observing the rules of the agency during his or her treatment and, if instructions or agreed plan is not followed, forfeits the right to care at the agency is responsible for the outcome.

~Promptly fulfilling his or her financial obligations to the agency.

~Reporting any change in insurance, financial ability, and status.

#### Grievance Procedure:

If a client feels he/she has a grievance, attempts should be made to resolve the concern with the counselor. If this does not resolve the issue, the client may ask to see the Program Director. In consultation with the VP, the Program Director will respond to the complaint within ten days. The decision is made in writing with copies going to the client.

If there is still no resolution, the client may appeal directly to the Vice President and/or CEO/President of the Agency, who is responsible to address the complaint within fifteen working days. If the decision does not meet the needs of the client, the client may then request in writing a conference with the Executive Committee of the Board, who will arrange a conference within fifteen working days. While these hearings are informal, the client may bring a person of their choice with them to assist in presenting the concern. At a grievance conference, the client, witnesses & staff shall have equal opportunity to:

\*Present and establish relevant facts \*Discuss, question or refute material

\*Examine relevant records available The Executive Committee's decision is made in writing, and copies go to the client, CEO, and on file with the Committee. The Agency will maintain confidentiality in all client grievance procedures and information.

At any point, the client may contact an outside agency to respond to concerns or provide praise for services. A list of resources is listed in the box to the right.



#### NOTICE OF PRIVACY PRACTICES

This notice describes how healthcare and service information about you may be used and disclosed and how you can get access to this information.

#### Please review it carefully.

This notice is provided to you pursuant to the Health Insurance Portability and Accountability Act of 1996.

Center For Family Service is committed to protecting your personal information. We create a record of the treatment and services you receive at the Center. We need this record to ensure the quality, continuity and effectiveness of your care. In keeping with our caring culture, the Center strives to maintain a balance between protecting your privacy, providing quality treatment and ensuring your health and safety. This notice describe how we may use and disclose your protected health information to carry out treatment, payment, healthcare operations, ensure your health and safety, and for other purposed that are permitted or required by law.

This notice also describes your rights to access and control your protected health information. "Protected Health Information" is information about you, including demographic information such as gender, ethnicity, date of birth, diagnosis and telephone number that may identify you and that relates to your past, present or future physical or mental health, condition and related healthcare services.

The Center is required to abide by the terms of this Notice of Privacy Practices. We may change the terms of our notice at any time. A new notice will be effective for all protected healthcare or service information that we maintain at that time.

A copy of the Notice of Privacy Practices will be given to you at the time you first enroll for services at the Center (for enrollments on or after April 4, 2003). Upon request, we will provide you with any revised Notice of Privacy Practices. A copy of our Notice of Privacy Practices is available on our website <u>www.centerffs.org</u>. Copies are also available from your program or the Agency's Privacy Officer:

Sue Bergmann, Senior Vice President Center For Family Services 584 Benson Street Camden, NJ 08103856-964-1990

#### CENTER FOR FAMILY SERVICES Notice of Privacy Practices

#### 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

# CENTER FOR FAMILY SERVICES HAS A LEGAL DUTY TO SAFEGUARD YOUR PROTECTED HEALTH INFORMATION.

All employees, volunteers, staff, doctors, health professional and other personnel are legally required to and must abide by the policies set forth in this notice, and to protect the privacy of your health information.

This "protected health information" includes information that can be used to identify you. We collect or receive this information about your past, present or future health condition to provide health care to you, or to receive payment for this health care. We must provide you with this notice about our privacy practices that explain how, when and why we use and disclose (release) your Protected Health Information. With some exceptions, we may not use or release any more of your Protected Health Information than is necessary to accomplish the need for the information. We must abide by the terms of this notice of privacy practices currently in effect.

We reserve the right to change the terms of this notice and our privacy policies at any time. Any changes to this notice will apply to the Protected Health Information already in existence. Before we make any change to our policies, we will promptly change this notice and post a new notice in our lobby. You can also request a copy from the contact person listed at the end of this notice at anytime and can view a copy of the notice on our Website: www.centerffs.org

WE MAY USE AND RELEASE YOUR PROTECTED HEALTH INFORMATION for many different reasons. Below we describe the different categories of when we use and release your Protected Health Information without your consent.

# A. WE MAY USE, OR DISCLOSE YOUR PROTECTED HEALTH INFORMATION FOR TREATMENT, PAYMENT, OR HEALTH CARE OPERATIONS.

1. For Treatment. We may share your Protected Health Information among physicians, nurses, psychologists, social workers, interns, and other health care personnel who are directly involved in your health care at this agency. For example: your primary therapist and your medication provider will share your protected health information to provide the best care for you. For external disclosures we will always ask for your authorization before we disclose your health information, except in emergencies to other mental health agencies or units.

2. **To obtain payment for treatment.** We may use and release your Protected Health Information in order to bill and collect payment **from you** for services provided to you. It is important that you provide us with correct and up-to-date information. **For example:** we may release portions of your Protected Health Information to our billing department to get paid for the health care services we provided to you. We may also release your Protected Health Information to our business associates, such as billing companies.

3. **To run our health care business.** We may use your Protected Health Information internally, in order to operate our facility in compliance with healthcare regulations. **For example:** we may use your Protected Health Information to review the quality of our services and to evaluate the performance of our staff in caring for you.

# **B.** WE DO NOT REQUIRE YOUR CONSENT TO USE OR RELEASE YOUR PROTECTED HEALTH INFORMATION:

#### 1. When federal, state, or local law; judicial or administrative proceedings; or law enforcement agencies request your Protected Health Information. We release your Protected Health Information only when a law required that we report information to government agencies or law enforcement personnel. Specifically we would notify the NJ Division of Youth and Family Services about victims or child abuse, or neglect. We would also notify Law Enforcement officials about the following: for notification and identification purposes when a crime has occurred, in missing person cases; or when ordered in a judicial or administrative proceeding, or in accordance with 42 CFR Part II.

2. About Decedents. We provide medical examiners at their request, necessary information relating to an individual's death, or in accordance with 42 CFR Part II.

**3. To avoid harm**. In order to avoid a serious threat to your safety or the safety of another individual, we may provide your Protected Health Information to law enforcement personnel, or to the endangered person, or to other people able to prevent or lessen such harm.

4. **For appointment reminders and health-related benefits and services.** We may use your demographic Protected Health Information to contact you as a reminders that you have an appointment or to recommend possible treatment options or alternatives that may be of interest to you.

**5.** For health oversight activities. We report information about serious incidents, including deaths, to the NJ Department of Human Services, and Department of Health and Senior Services. We may use and disclose your Protected Health Information. We may use and disclose your Protected Health Information. We may use and disclose your Protected Health Information to a health oversight agency, including NJ Department of Health and Senior Services, Medicaid, Medicare, or your Health Insurance Plan, for oversight activities authorized by law, including audits, licensure, or other activities necessary for oversight of the health care system or disciplinary actions against our workforce.

# C. YOUR PRIOR WRITTEN AUTHORIZATION IS REQUIRED FOR ANY USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION NOT INCLUDED ABOVE.

1. To obtain payment form your health care plan for treatment. Pending your signed Consent for Release of information and Payment for Medical Benefits Form, we may use and release your Protected Health Information to your health plan in order to bill and collect payment for services provided to you. It is important that you provide us with correct and up-to-date information.

2. Information shared with family, friends, and others. We will only release your Protected health Information to a family member, friend, or other person that you indicate is involved in your care if you agree to the disclosure by completing and signing an Authorization Form.

We will ask for your written authorization before using or releasing any of your Protected Health Information. If you choose to sign an authorization to release your Protected Health Information, you may later cancel that authorization in writing. This will stop any further release of your Protected Health Information for the purposes you previously authorized.

### YOUR RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION

A. You Have the Right to Request Limits on How We Use and Release Your Protected Health Information. If we accept your request, we will put any limits in writing and abide by them except in emergency situations. You may not limit Protected Health Information that we are legally required or allowed to release.

### B. You Have the Right to Choose How We Communicate Protected Health Information to

**You.** All of our communications to you are considered confidential. You have the right to ask that we send information to you to an alternative address (for example, sending information to your work address rather than your home address) or by alternative means (for example, e-mail instead of regular mail). We must agree to your request so long as we can easily provide it in the format you requested. Any additional expenses will be passed on to you for payment.

#### C. You Have the Right to Request to See and Get Copies of Your Protected Health

**Information.** You must make the request in writing. We will respond to you within 10 days after receiving your written request. In certain situations, we may deny your request. If we do, we will tell you, in writing, why we denied your request. You may have the right to have the denial reviewed by a committee. You can request a summary or a copy of your Protected Health Information as long as you agree to the cost in advance. If your request to see your Health Information is approved, we will arrange this in accordance with established policy. Please submit all requests for this information to the Director of the Program in which you are receiving services, or the Vice President of Administration.

**D.** You Have the Right to Get a List of Instances of When and to Whom We Have Disclosed Your Protected Health Information. This list will not include uses you have already authorized, or those for treatment, payment or operations. This list will not include disclosures made before April 14, 2003. We will respond within 60 days of receiving your request. The list will include dates when your Protected health Information was release and the purpose, with whom your Protected Health Information was released (including their address if known), and a description of the information released. The first list you request within a 12-month period will be free. You will be charged a reasonable fee for additional lists within that time frame. Please submit all requests for this information to the Director of the Program in which you are receiving services, or the Vice President of Administration.

**E.** You have the Right to Correct or Update Your Protected Health Information. If you believe that there is a mistake in your Protected Health Information or that a piece of important information is missing, you have the right to request that we correct the existing or add the missing information. We can do this for as long as the information is retained by our facility. You must provide the request and your reason for the request in writing. We will respond within 60 days of receiving your request. If we deny your request, our written denial will state our reasons and explain your right to file a written statement of disagreement. If you do not file a written statement of disagreement, you have the right to request that your request and our denial be attached to all future uses or release of your Protected Health Information. If we have done it, and tell others that need to know about the change or amendment to your Protected Health Information. Please submit all requests for this information to the Director of the Program in which you are receiving services, or the Vice President of Administration.

**F.** You have the Right to Receive This Privacy Notice. You have the right to request another paper copy of this notice at any time.

**HOW TO VOICE YOUR CONCERNS ABOUT OUR PRIVACY PRACTICES:** If you think that we may have violated your privacy rights, or you disagree with a decision we made about access to your Protected Health Information, you may file a complaint with our Privacy Official listed below. You also may send a written complaint to the Secretary of the Department of Human Services.

#### You will not be penalized for filing a complaint.

#### PERSON TO CONTACT FOR INFORMATIN ABOUT THIS NOTICE OR TO VOICE YOUR CONCERNS ABOUT OUR PRIVACY PRACTICES: Our Privacy Official: Vice President of Administration 856-964-1990

Effective date of this Law: April 14, 2003 File: HIPAA NOTICE 2008.doc (revised, 2008 Oct) Thank you for your time and energy. Your commitment to helping our community is truly appreciated.