



## **MEMBER: INFORMING MATERIALS**

Welcome to the Native American Health Center (NAHC.) This packet is being provided so you are aware of your rights as a member of NAHC, and understand the services NAHC provides. This packet includes information on the following:

- Membership Agreement / Informed Consent to Treatment
- Member's Rights & Responsibilities
- Tribal Affiliation
- Consent to Follow Up
- Advanced Directive
- Notice of Privacy Practices (HIPAA document - separate form)
- Member Feedback / Grievance Procedure

**Before NAHC can begin providing care to you**, we ask that you review this information and that you sign the last page acknowledging you received the materials. NAHC will keep the original copies of the signed materials and will provide you with a copy upon request.

This packet of materials will be updated every year, and we will notify you of new and/or updated materials and ensure you are provided a copy.

**Knowing and understanding your rights and responsibilities as a member of NAHC helps you get the care you deserve.**

**Your signature on the last page of this packet gives your consent** for voluntary medical, dental, behavioral health treatment and other services provided by NAHC. If you are the legal representative of a beneficiary, your signature provides that consent.

Consent for services means that NAHC has the duty to inform you of their recommendations for your care, as well as risks, costs, benefits, and alternatives associated with the recommended care. This information is provided so you may make an informed decision about your participation in services at NAHC and understand their relevance to your wellness. In addition to having the right to stop receiving services at NAHC at any time, you have the right to refuse any recommendations, interventions, or treatment procedures.

NAHC departments may have additional consent forms for you to sign that describe in more detail the kinds of services you might receive in that department. These services may include, but are not limited to: medical, dental and/or behavioral health assessments and evaluations; dental cleanings, dentures, bridges, x-rays, fillings, root canals, adult medicine, pediatric care, perinatal care, teen health care, women's health care, crisis intervention; psychotherapy; case management; rehabilitation services; medication services; referrals to other professionals and consultations with other professionals on your behalf. Please also be aware that not all NAHC sites provide the same services.



## **MEMBERSHIP AGREEMENT / INFORMED CONSENT TO TREATMENT**

NAHC's mission is to provide comprehensive services to improve the health and well-being of American Indians, Alaska Natives, and residents of the surrounding communities, with respect for cultural and linguistic differences.

### **Registration**

Is required for all members and registration forms must be completed for each individual accessing services at NAHC. NAHC requires a registration update at least annually and asks that you report any changes to your address and telephone numbers as they occur. NAHC's registration process requires members to submit proof of identity, residence, income and health insurance.

### **Identification**

NAHC requires all members to provide proof of identification at time of check-in. Members may use: a state issued identification or driver license card, tribal ID card, or an insurance card. If you are unable to provide proof of identification, we will ask you to verify your personal information within our system.

**Services Provided** (Please note, services provided varies by site):

- Medical: Adult Medicine, Pediatric Care, Perinatal Care, Teen Health Care, Women's Health Care, HIV Care
- Dental: Dental Exams, Cleanings, Fillings, Root Canals, Crowns & Bridges, Dentures, Partial, Stayplates
- Behavioral Health: Family, Group, and Individual Therapy; Traditional Healing; Talking Circles; Support and Educational Groups; Specialty Assessment Services; Alcohol and Substance Abuse Counseling; and Case Management / Resource Support Services; Home Visiting; Care Coordination; Rapid HIV and Hepatitis C Testing
- Health Education: Individual, Group and Classroom/Community Presentations

### **Confidentiality**

Confidentiality is a set of rules to protect your health and clinical records, and limits access to your records to only those who need it. All information regarding your health will remain confidential and will not be shared with others outside of NAHC without your consent.

There are some conditions under which there are exceptions and information must be shared with the appropriate individuals. These conditions are as follows:

1. If you threaten to harm another person(s), that person(s) and/or the police must be informed
2. If you pose a serious threat to your own health and safety
3. All instances of suspected child abuse must be reported
4. All instances of suspected abuse of an elder or dependent adult must be reported
5. If a court orders NAHC to release your records, we must do so
6. For health insurance purposes



NAHC operates as a Member Care Health Home to ensure the best care for members. The means, in order to better serve you, NAHC has integrated services. Integrated services means NAHC providers and staff may share information about your care with one another in an effort to provide you with the most optimal care. Please let the Member Services/Registration Desk staff know if you have special circumstances and do not want NAHC providers to share your information with one another.

## **Fees**

NAHC is not a free clinic, and it is not an Indian Health Services (IHS) clinic. Fees may be applied for services at the medical or dental clinics on a sliding scale. If you qualify, it is NAHC's policy to bill third-party sources (i.e., Medi-Cal, Medicare, or Family PACT) to cover all or part of the cost of your care. NAHC may ask to screen you for eligibility for such programs that may cover all or some part of the cost of your care. For many types of services, family income is not a factor in determining eligibility for programs. Some services are free; please inquire with Member Services/Registration Desk staff.

In order to qualify for publicly funded programs, or for determination of our sliding scale fees and how they apply to you, you will be asked to provide the following documents:

1. Proof of identification
2. Proof of income
3. Proof of residency

## **Insurance Coverage**

NAHC follows all rules and regulations set forth by the governing institutions of Medicare/Medi-Cal and publicly funded programs. If you are a Managed Care member, you must be *assigned to NAHC* for primary medical care. If you are a Medicare member with insurance benefits, *you must assign benefits to NAHC* so that we may bill for your services on your behalf.

NAHC will not accept insurance coverage for services if you do not qualify for such insurance coverage at the time of services.

## **Cancellations**

NAHC asks members to provide at least 24 hours' notice if you wish to cancel an appointment. Please refer to your appointment reminder card for the direct telephone number. If you miss three (3) consecutive appointments without notice, you may be referred elsewhere for services.

## **Health Initiative Registries**

NAHC has working relationships with multiple Health Initiative Registries. These are regional or global efforts led by institutions such as the Centers for Medicare & Medicaid Services. Our participation helps to improve the quality of care -- and therefore quality of life -- for all people living with chronic health conditions like diabetes or hypertension by giving a clearer picture of what's happening to patients at various stages of their health conditions. NAHC reports clinical data to the Registries while protecting members' personal information as required by the standards of the HIPAA Privacy Rule.



### **Agreements**

1. Participation in services at NAHC is voluntary.
2. You will be informed about the procedures you and/or your dependent will participate in. This includes the reason for the procedure; the length of treatment; confidentiality and exceptions to confidentiality; and nature of the treatment or other procedures.
3. Any proposed treatment will be explained by your provider including the risks, benefits and reasonable alternatives. You will have an opportunity to ask questions and have them answered. You have the right to be notified of experimental research and to refuse to participate in experimental research.
4. NAHC has affiliations with several educational institutions and trains pre-doctoral externs; post-doctoral residents; Nurse Practitioner students; Dental Residents and Externs, and other unlicensed, clinical trainees. You may be treated by a health professional in training, or by unlicensed mental health trainees who receive ongoing supervision and guidance from licensed, clinical, health professionals. You have the right to request a licensed or different provider.
5. You may decline further participation in services at any time and with no consequences or repercussions.
6. Alcohol and/or drugs are not allowed on the premises, or at NAHC-sponsored events.
7. Services will not be provided if you are intoxicated or under the influence of alcohol or drugs. You will be asked to leave an NAHC-sponsored event if found to be under the influence of alcohol or drugs.
8. Physical or verbal abuse, such as acts of violence, threats of violence or intimidating behavior of any kind will not be permitted. Possession of guns, knives, or other weapons is not allowed on the premises or at NAHC-sponsored events.
9. Disruptive, sexual, or other inappropriate behavior is not permitted.
10. You have the right to file a grievance by filling out the Member Feedback/Grievance Form. This form can be requested from Front Desk staff.
11. Any staff member may approach you and/or your visitors to address inappropriate behaviors.
12. NAHC is a fragrance free environment. Please do not wear perfumes, scented lotions, or beauty products with perfume or heavy scents.

### **Reasons for Termination of Services**

1. Participation in services while under the influence of drugs or alcohol.
2. Three consecutive No Shows to appointments.
3. Failure to comply with any of the agreements listed above.



## **MEMBER RIGHTS & RESPONSIBILITIES**

### **As a member of Native American Health Center, you have the right to:**

1. Be treated with dignity and respect, without regard to your gender, age, cultural, educational, LGBTQA status, or religious background.
2. Be free from discrimination based on ethnic group, religion, age, sex, gender, color, LGBTQA status, or disability.
3. Know the names, titles, and credentials of the people serving you.
4. Have privacy and confidentiality of your records (including alcohol/drug abuse treatment/referral. In accordance with title 42, CFR, Part2)
5. Receive explanations about clinic tests and procedures.
6. Receive health education and counseling.
7. Receive explanations and information regarding diagnosis, treatment and prognosis.
8. Review your medical, dental or behavioral health records with a clinician.
9. Request health records from other clinics, and request a transfer of records from NAHC to other clinics.
10. Change providers within NAHC.
11. Consent to, or refuse, any care or treatment. (Members may refuse to comply with treatment but must accept the consequences of non-compliance.)
12. Be afforded dignity during interactions with staff, volunteers, board members and other persons associated with NAHC.
13. Be afforded safe, healthy, comfortable, and reasonable accommodations while on NAHC premises.
14. Be free from verbal, emotional, physical abuse, and/or inappropriate sexual behavior.
15. Be informed of the procedures to file a grievance or an appeal to a discharge.
16. Receive printed materials in a font that is readable to you.
17. Be free from discrimination based on ethnic group identification, religion, age, sex, gender, color, LGBTQA status or disability.

### **Family Planning members also have the right to:**

1. Decide whether or not to have children, and when.
2. Know the effectiveness, possible side effects and risks of all methods of birth control.
3. Participate in choosing a birth control method.

### **Members have the responsibility to:**

1. Be honest about your medical history.
2. Ensure you understand the explanations, advice and instructions you receive.
3. Follow health advice and medical instructions. (Members may refuse to comply with treatment but must accept the consequences of non-compliance.)
4. Respect and adhere to clinic policies and procedures. Respect NAHC staff and clinic property.
5. Keep appointments, or cancel at least 24 hours in advance of the scheduled appointment.
6. Be on time for your appointments. Arrive at least 15 minutes before your scheduled appointment.
7. Report any changes in your health.
8. Provide the clinic with updated information such as address, phone numbers, email address and emergency contact person(s)
9. Provide the clinic with updated information to assist NAHC in determining your eligibility to receive health care coverage.
10. Accept personal financial responsibility for any charges not covered by your insurance.
11. Adhere to pre-arranged payment schedule and co-payments for your services on a timely basis.
12. Watch your child(ren) at all times to provide a safe environment for your child, staff and visitors.
13. Have a responsible adult transport you home from NAHC and remain with you for 24 hours, if required by your provider.
14. Not bring food or drinks into NAHC clinics.
15. Not smoke in, or within 20 feet of NAHC, including smokeless devices and medical marijuana.



16. Not bring pets into NAHC, with the exception of service animals with current credentials (i.e., guide or signal dog.)

## MEMBER FEEDBACK/GRIEVANCE PROCEDURE

As a member of NAHC, your feedback is important. NAHC strives to provide you with the best care possible and wants to hear about your experience. All feedback provided will be kept confidential and will not affect your current or future care in a negative way.

1. If you would like to speak to someone about your feedback, ask to speak with the departmental supervisor who will attempt to address the issue, *if they are available*.
2. If the departmental supervisor is unavailable, or if you would like to provide your feedback in writing, fill out the Client Feedback Form on the backside of this document. The completed form can be handed to Front Desk employees, placed in the Suggestion Box, or mailed to the attention of the Site Director (please specify which site) at:  
**Native American Health Center, Inc.**  
**3124 International Blvd.**  
**Oakland, CA 94601**  
**ATTN: Site Director at \_\_\_\_\_** (<-- include location)
3. Within five (5) business days of receiving your written or verbal feedback, the departmental supervisor, or the Site Director, will contact you to follow up.
4. If your feedback is regarding the departmental supervisor, or if you feel the department supervisor did not adequately resolve the problem, you may ask to be put in contact with the Site Director, or mail the form following the instructions in #2.
6. If you are an **HIV/AIDS client** who has filed a grievance, and your grievance is not resolved, you can contact the HIV Consumer Rights Advocate at (415) 863-8131 or fax (415) 863-0831.
7. If you have a **dental treatment** grievance, and your grievance is not resolved, you can contact the California Dental Association at (800) 232-7645 or (916) 443-0505.
8. If you have a **medical treatment** grievance, and your grievance is not resolved, you can contact the Medical Board of California at (800) 633-2322 or (916) 263-2382.
9. All feedback will be discussed with the appropriate persons to ensure resolution, and records will be kept.

We appreciate you taking the time to provide feedback.

### Native American Health Center locations

**Standard Business hours are Monday – Friday, 9:00 AM – 5:00 PM**

Native American Health Center  
7 Directions, Dental, Medical, Behavioral Health  
2950 International Blvd  
Oakland, CA 94619

Native American Health Center  
Billing, CWD, WIC, Youth Department  
3124 International Blvd  
Oakland, CA 94601

Native American Health Center  
Dental, Medical, CWD, WIC  
160 Capp Street  
San Francisco, CA 94110

Native American Health Center  
Community Wellness Department  
333 Valencia Street  
San Francisco, CA 94110

Native American Health Center  
Community Wellness Department  
2566 Macdonald Avenue

Native American Health Center  
Administration Offices  
1151 Harbor Bay Parkway



## TRIBAL AFFILIATION

NAHC welcomes all people, regardless of ethnic identification. As a member, you will be asked about your tribal identity as part of the intake process. You will also be asked to provide documentation of your tribal identity if you disclose your tribal affiliation. Documentation of tribal enrollment is NOT required for services offered in the Community Wellness Department, but may be required to determine eligibility for other types of services NAHC provides. Information on tribal affiliation and enrollment is confidential and will be used solely for eligibility and reporting purposes.

## CONSENT TO FOLLOW UP

NAHC and authorized personnel may need to follow up with you on the status of your health by mail, phone, text, or face-to-face contact, even after services end. This contact may occur after discharge or three (3) or six (6) months thereafter.

Information obtained in this follow-up interview is confidential. You may revoke this consent in writing at any time, as consent to follow up is optional.

## MAINTAINING A WELCOMING & SAFE PLACE

It is important to NAHC that every member feels welcomed. Please let us know if for some reason you feel unsafe, disrespected or unwelcomed.

One way we create a safe environment is by having the following expectations of our staff and of all NAHC members:

- Respect people's privacy
- Speak courteously with one another
- Behave in a safe manner at all times
- Respect the property of others & of the facility
- Respect people's differences
- Be free of weapons of any kind

## ADVANCED DIRECTIVE

If you are 18 years or older, the Mental Health Plan is required by law to inform you of your right to make health care decisions and how you can create a medical care plan now, in the case you are, or become, unable to speak for yourself.

Although not required, you have the right to make an *Advanced Directive*, which allows you to plan for your medical care and communicate your medical preferences to people who need to know. **At your request**, you will be given information about *Advanced Directives* which describes the importance of as well as relevant state laws. You are not required to create an *Advanced Directive* but NAHC encourages you to explore and address issues related to creating one for yourself.

You can request information about how to make an *Advanced Directive* from your provider.

If you wish to allow NAHC to share information about your own funeral or memorial services, we will require your explicit written consent on the last page of this document.



## AFTER HOURS

NAHC has an after-hours answering service that will relay urgent messages to an on-call medical provider. You can access the after-hours service by calling the main Medical department phone number and following the prompts. **For all medical emergencies, dial 911 or go to the nearest emergency room.**

## MEDICATION REFILLS

For refills on your medication, please contact your pharmacy first. The pharmacy will assist you in getting your available refills. If you do not have any refills left on your medication, the pharmacy will contact NAHC and request additional refills for you. Refill requests may take up to 5 business days to process.

## CHRONIC PAIN MEDICATION

If you've been prescribed a controlled medication, your medical provider will ask you to sign a *Controlled Medication Agreement*. This agreement is a plan between you and your provider to treat your chronic pain. Some highlights of this agreement are listed below. This list below is not the entire Agreement.

The agreement will ask you to:

- Use your medicines exactly as prescribed
- Not share your medicines with others
- Provide urine drug screens when asked
- Bring in your medicines so the pills may be counted

Also the agreement states:

- Your provider may change your medicines and the new medicines may not be controlled medications
- You may be asked to keep a log of your pain
- You may be referred to a pain specialist, physical therapist or a counselor and these appointments may be required for you to continue receiving your medications

## TELETASK REMINDER SYSTEM

NAHC uses an automated telephone system to make appointment reminder calls. Because we use this automated system, it is important for you to update your preferred contact telephone number to ensure you receive these reminder calls for your appointments. During the call, please use the prompts to confirm, reschedule or cancel your appointment.

## MEMBER PORTAL

NAHC provides a web-based Member Portal for members to access their medical history, request appointments, and send/receive confidential messages to/from their provider(s.) In order to access this Member Portal, members must provide a **CONFIDENTIAL** email address where they may receive information about their health care. Do not provide an email address that is shared with others, or if others have your password or access to your email address.





**SUMMARY Notice of Privacy Practices and Acknowledgement Form**

Effective Date: 12/07/04

**Describes How Medical Information about You May Be Used And  
Shared And How You Can Get Access To This Information.  
*Please Review It Carefully.***

Our Pledge Regarding Health Information:

We understand that health information about you and your health is personal. We are committed to protecting health information about you. We create a record of the care and services you receive at the health center. We need this record to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records of your care generated by the health center whether made by the health center personnel or your doctor. This notice will tell you about the ways in which we may use and share medical information about you. We also describe your rights and certain obligations we have regarding the use and disclosure of medical information.

How We May Use And Share Health Information About You:

We may use your health information to provide you with medical treatment, and to arrange and coordinate your health care; to obtain payment for our services; and to conduct our health care operations, including quality assurance, fundraising, and general management and administration. We may disclose your health information for a variety of purposes in the public interest, as required or permitted by law. We will obtain your written authorization to use or disclose your health information for other purposes. There are circumstances when health information about you will not be shared unless you first give your permission for it to be shared; such as when you receive services in a substance abuse treatment agency.

**Your Health Information Rights:**

You have a right to inspect, copy, and/or amend your health information. You also have a right to know with whom we have shared your medical information. You have a right to request restrictions on the disclosure of health information to others. You have a right to confidential communications about your treatment or services.

**Who Will Follow This Notice:**

This summary describes our health center's practices and that of:

- ▶ Any health care professional authorized see or enter information into your medical chart.
- ▶ All sites, locations, departments and units of the health center.
- ▶ All employees, staff, consultants, volunteers and other health center personnel

**We are required by law to:**

- ▶ **Make sure that medical information that identifies you is kept private.**
- ▶ **Give you this notice of our legal duties and privacy practices**
- ▶ **Follow the terms of the notice that are currently in effect**

**If you believe that your privacy rights have NOT been maintained**, you can file a complaint with the Secretary of the US Department of Health & Human Services, or with the health center's HR Director/HIPAA Privacy Officer. Submit your complaint in writing to 2950 International Blvd., Oakland CA 94601, or by phone: (510) 747-3030.

◆ **This is a summary prior to your review of the complete Notice of Privacy Practices (attached).** ◆  
*You may also view the Notice of Privacy Practices on our website at [www.nativehealth.org](http://www.nativehealth.org)*

I acknowledge that I have received a copy of the NAHC, Inc.'s Notice of Privacy Practices.

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**INFORMING MATERIALS: ACKNOWLEDGEMENT OF RECEIPT**

**Consent for Services:** As described on page one of this packet, your signature on this form gives your consent to voluntarily receive behavioral, dental and/or medical health care services at NAHC as provided by NAHC’s service providers. If you are a beneficiary’s legal representative, your signature below gives that consent on behalf of your beneficiary.

**Informing Materials:** Your signature also means that the materials/topics listed below were discussed with you in a language and manner that you understand and that you were given the Member Informing Materials packet for your records. You may request an explanation and/or copies of the materials again, at any time:

- Membership Agreement/Informed Consent to Treatment
- Member’s Rights & Responsibilities
- Consent to Follow Up
- Notice of Privacy Practices
- Tribal Affiliation
- Advanced Directive
- Member Feedback/Grievance Procedure

**In initialing then signing below, I agree to, and acknowledge, the following:**

- \_\_\_\_\_ I give my informed consent to receive treatment at NAHC.
- \_\_\_\_\_ I agree to actively engage in treatment while abiding by NAHC membership agreements.
- \_\_\_\_\_ I understand that participation in services is voluntary.
- \_\_\_\_\_ I consent to receiving follow-up care contact from NAHC.
- \_\_\_\_\_ I have been offered enrollment into the NAHC Member Portal. I understand I can give verbal consent for enrollment at any time when I choose to enroll. I must provide a private and confidential email address where I may receive protected health information about my health care in order to qualify for enrollment. I have received and acknowledge the Patient Portal terms and conditions, included in my Member Informing Materials packet.
- \_\_\_\_\_ I understand that information about my health is confidential.
- \_\_\_\_\_ I understand that I am financially responsible for all services I receive and NAHC will attempt to bill my insurance as a courtesy to me.
- \_\_\_\_\_ I understand it is my responsibility to change my Medi-Cal managed care assignment to NAHC to access primary medical services.
- \_\_\_\_\_ I request payment of authorized Medicare benefits to me or on my behalf for any services furnished to me by or in NAHC. I authorize any holder of medical or other information about me to release such needed information to Medicare and its agents to determine if these benefits or benefits for related services apply to me.
- \_\_\_\_\_ I understand that my health information may need to be shared for safety, treatment, payment, operational, health registry, billing, or legal reasons. I have received a copy of NAHC’s Notice of Privacy Practices.
- \_\_\_\_\_ In the event of my death, I give my consent for NAHC to share information with the community about my funeral or memorial services.
- \_\_\_\_\_ I agree to receive email communications from NAHC regarding public news, events and programs. I understand that I can unsubscribe at any time.

\_\_\_\_\_  
Member’s Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Staff Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date