



## **CONSUMER'S RIGHTS & RESPONSIBILITIES** **Applicable to ALL consumers of Momentum**

As a consumer of Momentum for Health services, you shall retain the same basic legal and civil rights as other citizens, unless a specific right has been lawfully curtailed or denied through court action or other appropriate measures as outlined below. In addition, you have the following rights that are protected by laws which govern all mental health services.

### **These rights cannot be denied under any circumstances:**

1. I have the right to humane and appropriate care and treatment in the least restrictive setting with as much freedom as safety permits, devoid of physical, sexual or emotional abuse, ability to pay, financial exploitation, retaliation, humiliation or any form of neglect.
2. I have the right to be provided with mental health services without discrimination because of race, color, sex, sexual orientation, gender identity, creed, religion, age or national origin.
3. I have the right to receive services in an environment which is physically safe and sanitary, and which will contribute to my recovery.
4. I have the right to address concerns regarding staff assignments, and to request changes in staff if I believe my needs are not being met.
5. I have the right to grieve any concerns I have about my treatment including the quality of services provided or decisions that impact the amount of services I receive, including the decision to be discharged from services. I will not be subject to any manner of discrimination, penalty, sanction or restriction for filing a complaint and/or exercising my grievance rights.
6. I cannot be asked to waive any of my rights as a condition of being treated. However, I may agree not to exercise a specific right in the interests of my treatment plan.
7. Under certain circumstances, including in the interests of program safety, my belongings may be searched.
8. If I attempt to injure myself or another person, any physical restraint imposed on me must be limited to that which is absolutely necessary to handle the situation.
9. If my treatment requires a Momentum psychiatrist to prescribe medication, I will be given information about the medication and I will be required to give my written consent for

administration of the medication. (The guardian or conservator of non-emancipated minors must also consent to treatment for those individuals.) If I or my guardian/conservator, as appropriate, decline to give written consent, the psychiatrist will collaborate with me about use of medications and alternate methods of treatment.

10. I understand that having a plan to progress towards discharge is an integral part of Momentum services with the goal of achieving mental and emotional health in order to fully participate in life. I have the right to grieve if I believe my discharge was inappropriate, I have the right to grieve and appeal the reason for discharge (including Notice of Action). Additional resources are included on the last page of this form or from Momentum's QI Department. (408-642-6073)

### **My rights with regard to my medical record:**

1. My medical record is confidential and cannot be released to people who are not involved in providing services to me. Exceptions to this are as follows:
  - a. Under court order.
  - b. When expressed written consent is given by me or my guardian/conservator.
  - c. When I am at imminent risk to myself or others, or I have disclosed abuse toward a child, dependent or elderly person. In these situations, the appropriate legal authority will be contacted, and a report will be made.
  - d. To a physician in the case of a medical emergency.
  - e. Auditors from regulatory agencies.
2. I have the right to request access to my record.
3. I have the right to request an amendment to my record.
4. I have the right to request an accounting of certain disclosures of information in my record.
5. I have the right to request a restriction for use and disclosure of my record.

All record requests outlined above will be reviewed by the Privacy Officer or their designee. The Privacy Officer or their designee will respond within the confines allowed by law and according to what Momentum believes is in the best interest of the consumer, others affected by the request and the interests of Momentum.

### **Responsibilities:**

1. As a condition of receiving services at Momentum, I will be responsible for meeting my financial obligations such as share of cost, co-pays, room and board and any other costs not covered by my insurance. Financial eligibility will be determined monthly.
  - a. I will provide Momentum with accurate financial information so that my share of cost may be determined based on my ability to pay.
  - b. I will fulfill my financial obligation to Momentum.
  - c. When necessary, I will make regular payments to Momentum and discuss with

- appropriate staff any changes in my financial situation that would affect my share of cost.
2. Medi-Cal will be billed for the cost of eligible services and I have provided my Medi-Cal card today so that a copy can be made and retained in my chart.
  3. Once program eligibility has been determined, I will be eligible for the full scope of services for meeting goals toward improvement in functioning and independence. The scope of services shall be described at the time of intake. If the scope of services within the agency is not sufficient to meet my needs, recommendations for additional service and community resources will be made.
  4. I am responsible for actively participating in my treatment, including the development of my treatment goals. I will be expected to meet with program staff to develop a plan for service. This is for both the purpose of addressing my individualized needs, and to meet funding source charting requirements. If I do not participate in developing my treatment plan, I risk not being able to access services until a treatment plan is completed with my input. I also risk my services being closed with Momentum if I do not collaborate with staff to develop a treatment plan.
  5. I am responsible for attending my appointments with Momentum staff. If I am unable to keep an appointment, I am responsible for notifying Momentum in advance. For Outpatient Services, if my case manager (CSS or PSC) or Clinician is unable to contact me regularly to provide services on at least a monthly basis, I risk closure of services. If my treatment team is unable to contact me or to meet with me for three consecutive months, my services will be closed and I may go through the Call Center to reconnect with services.
  6. I am responsible for being respectful of others whenever I am within a Momentum program site or with a Momentum staff in the field. I am responsible for refraining from behavior that is verbally or physically aggressive, offensive and/or harmful to other persons. Such behavior can result in services being interrupted or terminated. For example, abusive language (including racial, ethnic or sexual slurs), or threatening violence while on Momentum site property is not acceptable behavior.
  7. I understand that if I arrive at the program under the influence of alcohol and / or drugs I will be asked to leave.
    - a. If I drove to the program I will surrender my keys to staff and other arrangements will be made for my transportation home.
    - b. If I don't allow the program to help me get home safely, the program is obligated to report me to the authorities for driving under the influence of drugs and/or alcohol.

**Additional Resources:**

Following is a list of resources available to clients who would like additional assistance.

Any Client of Momentum may contact:

Momentum for Health Quality Improvement Department  
For questions re: complaints, grievances, privacy, access to medical records  
1940 The Alameda, San Jose, CA 95126 (408) 642-6073

Individuals who are/were clients of Employment Services may contact:

The Department of Rehabilitation Mediation and Fair Hearing office that has information online for how to navigate that process: <https://www.dor.ca.gov/Home/FairHearings>.

The Client Assistance Program (CAP) may also be available to assist you during the entire rehabilitation and or appeals process.

The CAP Program is administered by Disability Rights California (DRC). Consumers can reach their CAP advocate by calling DRC's statewide toll-free number at 1-800-776-5746 or TTY: 1-800-719-5798. CAP advocates are not employees of the Department. They serve as

independent advocates. If

you cannot achieve resolution to your concerns at the local level, CAP may help you request, prepare for and/or represent you at a mediation meeting, Administrative Review or a Fair Hearing.

Individuals who are/were clients through the Santa Clara County Behavioral Health Services Department may contact:

Santa Clara Valley Health & Hospital System  
Behavioral Health Services Department

[www.sccbhd.org](http://www.sccbhd.org)

(408) 885-5770

FAX: (408) 885-5789

This address and phone can be used to obtain assistance for Adult Services or Family & Children's Services.

If you are in need of mental health services, you can call the SCC Behavioral Health Call Center:  
800-704-0900

Individuals who are/were clients of a residential services program may contact:

California Dept. of Social Services  
Community Care Licensing  
2580 N. 1st Street, #350, MS: 29-07  
San Jose, CA 95131  
(408) 324- 2148  
(408) 324- 2160

Any Client of Momentum may contact the following organization for assistance:

Mental Health Advocacy Project  
Law Foundation of Silicon Valley 4  
North 2nd Street, Suite 1300 San  
Jose, CA 95113 Phone: (408) 293-  
4790 Intake Line: 408-280-2420  
Fax (408) 293-0106

Consumers shall not be subject to any manner of discrimination, penalty, sanction or restriction for filing a complaint and/or exercising their grievance rights.

Confidentiality of consumer records will be maintained and releases will be secured as appropriate.