PPS Healing Hearts of SW OK Consumer Handbook



**PPS HEALING HEARTS OF SW OKLAHOMA, LLC.**

Revised CIH1.1 1/23/19

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Dear Consumer,

Thank you for allowing our qualified staff to assist you in your journey to overcome the obstacles to a healthy, happy and productive life. We at HHSWOK are dedicated to providing you with a comprehensive treatment plan to meet all of your needs.

It is the mission of the HHSWOK to improve the quality of life for persons in Oklahoma by providing comprehensive behavioral, emotional and substance use services designed to enhance and enrich the lives of children, youth, adults and families.

As part of your Consumer Orientation, many issues will be discussed. A BioPsychosocial assessment will be performed to determine all of your needs and an appropriate course of treatment. The assessment generally consists of many questions regarding several aspects of your life.

From the information gathered, an individual treatment plan will be developed, with your assistance, to identify specific behaviors that you wish to address with your treatment team. These mutually identified and agreed upon goals and objectives will be addressed in a variety of settings which could include Individual, Family and Group Therapies, Individual and Group Psychosocial Rehabilitation and Case Management to assist with any behavioral, emotional or substance use needs. Please notify our staff if you are in need of a specific service.

Typically, consumers discharge from services when their individual goals are met. Your treatment team will begin discussing discharge criteria with you upon intake so that all involved can remain focused on problem resolution. If at any time during your course of treatment you feel that you would like to discontinue services, please notify someone on your treatment team so that they can inform you of the transition procedures.

Listed below is the information for the office location of HHSWOK. Administrative office hours are 9am to 6pm. If you need to contact our office during non-working hours, your treatment team is available for emergencies 24-hours per day. Call your assigned therapist in the event you are experiencing an emergency, or go to your nearest ER. You can find additional information regarding HHSWOK on our website at www.healingheartsofswok.com.

PPS Healing Hearts of SWOK Hours of Operation:

1930 Nw. Ferris Ave. Suite 4 Administrative Offices 9:00 am - 6:00 pm M-F Lawton, OK 73507

Provider Clinician Name

|  |  |  |
| --- | --- | --- |
| Phone  Fax | 580.713.5051  833.279.4266 | Provider Clinician Hours  Provider Clinician Phone |

The representative for coordinating grievance issues is Starsha Powers. The individual with the authority to make decisions on grievance policy is Starsha Powers. She may be reached at the numbers listed above.

## A. MISSION STATEMENT

It is the mission of HHSWOK to improve the quality of life for persons in Oklahoma by providing comprehensive behavioral, emotional and substance abuse services designed to enhance and enrich the lives of children, youth. adults and families.

# B. CODE OF ETHICS

HHSWOK LLC therapists adhere to their Licensing Board Code of Ethics. The Code of Ethics and Standards of Practice of the American Counseling Association is a lengthy document which has been condensed for your information as a summary of ethics with which HHSWOK will comply. If at any time you would like a copy of the complete Code of Ethics, please contact our office at 580-730-0232 and one will be mailed to you.

* Counselors respect diversity and must not discriminate against consumers for any reason.
* Counselors must make every effort to avoid dual relationships with consumers.
* Counselors must not engage in any type of sexual intimacy with consumers.
* Counselors must take steps to protect consumers from trauma resulting from interactions during group work
* Counselors must terminate any counseling relationship if it is determined that they are unable to be of assistance.
* Counselors must keep information related to counseling services confidential, except in very specific circumstances.
* Counselors must not disclose information about one family member in counseling to another family member without prior consent.
* Counselors and staff must always maintain confidentiality with all records.
* Counselors must obtain permission before recording sessions or transferring records.
* Counselors must not engage in sexual harassment or receive any unjustified personal gains, or services.
* Counselors must communicate to group members that confidentiality cannot be guaranteed in group work
* Counselors must be present in order to witness signatures of consumers.

## C. CONSUMER RIGHTS

•Each consumer shall retain all rights, benefits, and privileges guaranteed by law except those lost through due process of law.

•Each consumer has the right to receive services suited to his or her condition in a safe, sanitary and humane treatment environment regardless of race, religion, gender, ethnicity, and age, degree of disability, handicapping condition, legal status or sexual orientation.

•No consumer shall be neglected or sexually, physically, verbally, financially or otherwise abused or humiliated.

•Each consumer shall be provided with prompt, competent, and appropriate treatment and an individualized treatment plan. A consumer shall participate in his or her treatment programs and may consent or refuse to consent to the proposed treatment. The right to consent or refuse to consent may be abridged for those consumers adjudged incompetent by a court of competent jurisdiction and in emergency situations as defined by law. Additionally, each consumer shall have the right to the following: o Allow other individuals of the consumer's choice to participate in the consumers treatment and with the consumer's

consent;

* To be free from unnecessary, inappropriate or excessive treatment; o To participate in consumer's own treatment planning; o To receive treatment for co-occurring disorders, if present
* To not be subject to unnecessary, inappropriate, or unsafe termination from treatment and o To not be discharged for displaying symptoms of the consumers disorder.

•Every consumers record shall be treated in a confidential manner.

•No consumer shall be required to participate in any research project, medical experiment, or fund raiser without his or her informed consent as defined by law. Refusal to participate shall not affect the services available to the consumer. Should a consumer choose to participate in a research project, HHSWOK will adhere to research guidelines.

•A consumer shall have the right to assert grievances with respect to an alleged infringement on his or her rights.

•Each consumer has the right to request the opinion of an outside medical, psychiatric, or legal consultant at his or her own expense or a right to an internal consultation upon request at no expense. Direction to self-help and advocacy support services is also provided.

•No consumer shall be retaliated against or subjected to any adverse change of conditions or treatment because the consumer asserted his or her rights.

•A consumer has the right to know why services were refused. In that event HHSWOK will provide a written explanation of the reasons why services were not provided.

•No consumer Shall be subject to unnecessary, inappropriate or unsafe termination from treatment.

•Consumers should expect an investigation of any infringement of rights. This process is outlined in the Consumer Grievances policy.

•Each consumer has the right to receive services in an environment which provides privacy, promotes personal dignity, gives freedom from financial or other exploitation, and provides opportunity for the consumer to improve his/her functioning.

•Each consumer shall have a voice in the selection of their service provider. Consumer's preferences will be taken into consideration and should it be necessary every effort will be made to find an alternate provider as determined by available resources. If resources are unavailable a referral will be made if the consumer so wishes.

The above rights are meant as a synopsis of the Mental Health and Drug or Alcohol Abuse Services Bill of Rights. A full copy of the rights OAC 450:15-3-6 through 450:15-3-25r is available upon request.

## D. CONFIDENTIALITY OF CONSUMER RECORDS

The confidentiality of consumer records is protected by Federal Law and Regulations and Oklahoma Statutes. Information and/or copies of records concerning past or present treatment of services provided by HHSWOK to the above referenced consumer will not be disclosed to third parties unless:

1. The consumer, or those authorized by Federal or State law, consents by written authorization to HHSWOK for the release of such information to a third party.
2. The disclosure is ordered by a court of competent jurisdiction and a copy of said Order is provided to HHSWOK in advance of the requested disclosure.
3. The clinician has a "duty to warn" in the event there is a dangerous situation, in the opinion of the clinician, and the consumer and/or others are considered to be in danger.

42 CFR Part 2 Federal Regulations state in summary, that legal authorization for disclosure of records or legal proceedings must be applied for in a confidential manner, adequate notice must be given, as well as opportunity for written response. There should be a private review of evidence and only if the court determines that is the only way to get the information, and that the public interest outweighs potential injury to the consumer. Disclosure is limited to the essential parts of the record, and only to persons in need of the knowledge. Disclosure must be limited for the protection of the client.

Federal Laws and Regulations and Oklahoma Statutes do not protect any information concerning suspected child abuse, domestic violence, elder abuse or neglect from being reported under State law to appropriate State or local authorities. in crisis situations in which a consumer is at eminent risk of harming his/herself or others, and a no-harm contract is not feasible, local law enforcement and/or the state contracted gatekeeper for inpatient treatment may be contacted without prior authorization from the consumer. Violation of the Federal Law and Regulations and/or Oklahoma Statutes is a crime. Suspected violations may be reported to appropriate officials. (See 42 U.S.C. 290 dd-3 and 42 U.S.C. 290 ee-3 for Federal Laws and 42 CFR Part 2 for Federal Regulations.) HHSWOK adheres to all governmental requirements. You have the right to privacy and HHSWOK will safeguard your privacy. HHSWOK has developed a consumer privacy processes that will guard your personal information. If for any reason you believe that HHSWOK has violated your right to privacy as a consumer you can file a formal complaint to the following:

Office of Civil Rights

US. Department of Health and Human Services

1301 Young Street Suite 1169

Dallas, TX 75202

Phone: (214) 7674056 Fax: (214) 767-0342

Please rest assured that HHSWOK values you as a consumer and we will make every effort to ensure confidentiality in all applicable areas as this is our priority.

## E. CONSUMER NOTICE OF HEALTH INFORMATION PRACTICES (HIPAA) and 42 CFR

THIS NOTICE DESCRIBES HOW MEDICAL AND DRUG AND ALCOHOL RELATED INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE READ IT CAREFULLY.

### General Information

Information regarding your health care, including payment for health care, is protected by two federal laws:

* The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") 42, U.S.C., S 1320d et seq., 45 C.F.R. Parts 160, 164,

and the

* Confidentiality Law 42 US.C. S 290dd-2, 42 CFR Part 2.

Under these laws. HHSWOK may not say to a person outside HHSWOK that you attend the program nor may HHSWOK disclose any information identifying you as an alcohol or drug abuser or disclose any other protected information except as permitted by federal law.

HHSWOK must obtain your written consent before it can disclose information about you for payment purposes. For example, HHSWOK must obtain your written consent before it can disclose information to your pay source in order to be paid for services. Generally, you also sign a written consent before HHSWOK can share information for treatment purposes or health care operations. However, federal law permits HHSWOK to disclose information without your written permission in the following instances:

1. Pursuant to an agreement with a qualified service organization/business associate;
2. For research, audit or evaluation;
3. To report a crime committed on HHSWOKs premises or against HHSWOK personnel;
4. To medical personnel in a medical emergency;
5. To appropriate authorities to report suspected child abuse or neglect;
6. As allowed by a court order.

For example, HHSWOK can disclose information without your consent to obtain legal and financial services, or to a medical facility to provide health care to you, as long as there is a qualified service organization/business associate agreement in place.

Before HHSWOK can use or disclose any information about your health in a manner which is not described above, it must first obtain your specific written consent allowing it to make the disclosure. Any such written consent may be revoked by you in writing.

#### Consumer Rights Regarding Health Information

Under HIPAA you have the right to request restrictions on certain uses and disclosures of your health information. HHSWOK is not required to agree to any restrictions you request, but if it does agree it is bound by that agreement and may not use or disclose any information which you have restricted except as necessary in a medical emergency.

You have the right to request that we communicate with you by alternative means or at an alternative location. HHSWOK will accommodate such requests that are reasonable and will not request an explanation from you. Under HIPAA you also have the right to inspect and copy your own health care information maintained by HHSWOK except to the extent that the information contains counseling notes or information compiled for use in a civil, criminal or administrative hearing or in other limited circumstances.

Under HIPAA you also have the right, with some exceptions, to amend health care information maintained in HHSWOK records, and to request and receive an accounting of disclosures of your health-related information made by HHSWOK during the six years prior to your request. You also have the right to receive a paper copy of this notice.

#### Duties of the Organization

HHSWOK is required by law to maintain the privacy of your health information and to provide you with notice of its legal duties and privacy practices with respect to your health information. HHSWOK is required by law to abide by the terms of this notice. Should there be a breach of health information, you will be notified of the incident HHSWOK reserves the right to change the terms of this notice and make new notice provisions effective for all protected health information it maintains. Such changes will be communicated to present consumers through provision of a copy of the revised notice. Former consumers making appropriate requests will be provided a copy of the updated notice at the time of request.

#### Reporting Complaints and Violations

You may complain to HHSWOK and the Secretary of the United States Department of Health and Human Services if you believe that your privacy rights have been violated under HIPAA. Such complaints should be pursued through the established HHSWOK Grievance Procedure. You will not be retaliated against for filing such a complaint.

Violation of the Confidentiality Law by a program is a crime. Suspected violations of the Confidentiality Law may be reported to the United States District Attorney in the district where the violation occurs- For further information, you may contact an administrator for HHSWOK at 580-713-5051.

## F. COMPLAINT/GRIEVANCE/APPEAL PROCEDURE

If you ever have a problem with any of the employees, contractors, or the functioning of HHSWOK, it is asked that you file a grievance report. Your clinician may assist you in obtaining a grievance form. You may also contact the HHSWOK office to obtain a form at 580.713.5051.

This serves two purposes; first it allows us to correct the problem, and second, this information will be used to determine trends and areas needing performance improvement. Formal complaints and grievances are reviewed as received and provide valuable information to facilitate change that results in better customer service and better outcomes for the person served. HHSWOKs procedure concerning formal complaints is as follows;

* It is the consumer's responsibility to document the occurrence on a form provided by HHSWOK.
* The form is to be mailed to the Lawton office — 1930 NW FERRIS AVE. STE 4, Lawton, OK 73507.
* The form must be received in the Lawton office within 10 business days of the occurrence.
* In the event that the consumer is unable to complete the form, they may contact a supervisor or the CEO in order to make the complaint. Additionally, HHSWOK will provide the consumer the contact number at the Oklahoma Department of Mental Health and Substance Abuse Office of Consumer Advocacy so that they may speak to an advocate not in direct relation to HHSWOK. The contact information for both HHSWOK and ODMHSAS will be clearly supplied on the grievance form provided to the consumer.
* The CEO is the coordinator for HHSWOKs complaint/grievance procedure. The CEO is responsible for decision making regarding the resolution of the complaint/grievance. The CEO will conduct interviews and investigate the incident in a manner specific to each occurrence. In the event that the CEO is the subject of a complaint/grievance, a Clinical Director will be responsible for the decisions regarding the resolution of the grievance.
* Resolution of the complaint / grievance shall be made within 14 days upon receipt of the form, and a copy of the determination shall be mailed to the consumer.
* If the consumer is not satisfied with the resolution, he/she has the right to appeal the determination of the grievance, in writing, within 10 business days of the notification. The CEO will then be responsible for contacting an external vendor for a comment on the determination.
* If the consumer remains unsatisfied with the resolution. he/she has the right to contact the previously mentioned Office of Consumer Advocacy.
* Filing a grievance or complaint shall not result in retaliation or barriers to service.
* All parties in the complaint/grievance process have rights and responsibilities. During the investigation process, an individual accused through the complaint/grievance process has the right to:
  1. Be advised of the nature of the allegation
  2. Be advised of the investigative process
  3. Be interviewed by any involved Advocate and allowed to give his or her position regarding the allegation d. Submit a written statement relating to the allegation

e. Seek advice from other parties concerning rights and responsibilities in Office of Consumer Advocacy investigations • An individual accused through the complaint/grievance process shall:

* 1. Be available and accommodating for interviews
  2. Refrain from any action which interferes with the investigation
  3. Provide pertinent information and respond fully and truthfully to questions asked
  4. Refrain from intentionally misdirecting the investigation

## G. CONSUMER ORIENTATION INFORMATION

### School Consent and Permission to Transport

Parents of child and adolescent consumers may request that their children be seen during school hours and must give their written consent to do so by filling out a Release of Confidential Information form so that the child's clinician may be in contact with the school. Parents may also request that their children not be seen at school.

### Advanced Directive

A Psychiatric Advance Directive, also known as a mental health advance directive, is a written document that describes what a person wants to happen if at some time in the future they are judged to be suffering from a mental disorder in such a way that they are deemed unable to decide for themselves or to communicate effectively. It can inform others about what treatment they want or don't want from psychiatrists or other mental health professionals, and it can identify a person to whom they have given the authority to make decisions on their behalf. A mental health advance directive is one kind of Advance Health Care Directive. This form is available to any consumer that wishes to use it as direction for services.

### Use of Tobacco

It is the policy of the agency to maintain a tobacco free environment. Smoking and/or the use of smokeless tobacco is not permitted in the HHSWOK office or any vehicle during normal work hours or when used to transport a consumer. Failure on the part of staff members to comply with these standards may result in disciplinary action. The prohibition of tobacco applies to consumers and visitors, as well. Designated tobacco use areas are provided outside the building. The agency's interest in establishing these policies are not based on moral judgments, or with the specific intent to deny one group of staff members their rights over other staff members, in workplace conditions, however, HHSWOK claims a greater right, and that is to establish such controls and safeguards as deemed in the best interests of the agency.

### Seclusion and Restraint

HHSWOK does not use any methods of seclusion, restraint, restriction of rights or special treatment interventions of any kind under any circumstances, including emergency holds.

### Weapons Policy

Weapons of any sort are prohibited inside any building or any property owned, leased or rented by HHSWOK. This policy applies to all personnel, consumers served and visitors, and will be strictly enforced. Employees found in violation of this policy are subject to disciplinary action. Consumers or visitors found in violation will be asked to leave the premises. In the event a situation involving an individual with a weapon should suddenly escalate to a threatening point, the police will be called immediately, and the building will be evacuated to the extent possible. Whoever is trying to talk to the person posing the threat and those who are not allowed to leave will stay only as long as they are required to stay. As soon as they are allowed to leave, or able to escape undetected, they should leave the building immediately.

### Health, Safety and Licit/Illicit Drugs

The health and safety of the staff, consumers and visitors of HHSWOK is an issue of ongoing concern for the management. So that you may further your safety should you receive counseling services at the Lawton location, it is important that you are aware of certain precautions.

1. HHSWOK has a map by the door that shows the closest exit as well as the location of the fire extinguishers and the first aid kits. These maps also show the area to go to in the event of severe weather when there is no time to evacuate to a shelter. You should be aware of these maps and the information that they provide.
2. The staff of HHSWOK has a primary responsibility for the safety and well-being of all consumers, co-workers and the public and will work towards maintaining a safe and healthy environment. If at any time you see or feel that there is something that is unsafe, please inform someone and it will be taken care of as soon as possible.
3. It is the intent of HHSWOK to address the needs and protect the rights of the consumers, staff and visitors with regard to infectious disease. To this end it is of the utmost importance that everyone be familiar with the Universal Precautions to prevent the spread of infectious disease.
4. In order to control the spread of infectious disease we ask that all consumers, staff and visitors wash their hands; after eating, using the bathroom, or smoking; and as often as necessary to keep hands clean.
5. If it becomes apparent that a consumer is under the influence of drugs or alcohol, they will be asked to leave HHSWOK property. If anyone comes onto HHSWOK with licit or illicit drugs, the police will be called immediately.

If you have any questions, concerns or comments regarding this information, please contact the Safety Officer at (580) 730-0232.

## H. CONSUMER EXPECTATIONS

Due to the importance and need for the full allotted time in quality mental health care, it is necessary to keep regularly scheduled appointments. In order for your time services to be as productive as possible, it is asked that you agree to these stipulations:

* Keep scheduled appointments with all our Clinicians.
* Be prompt for your appointments.
* If you cannot make an appointment, give at least 24-hour notice.

If you fail to show up or call for scheduled appointments more than 3 times, it will be assumed that the services we are providing are not appropriate or effective for you and we may refer you to another agency or discontinue services. Other expectations:

* Upon termination we need at least one session to discuss that decision.
* If you have not seen your family doctor or had a physical checkup in the last year, it is recommended that you do so.
* You may be asked to participate in surveys periodically. This information will be utilized to ensure quality of care, achievement of outcomes, and to measure consumer satisfaction. Your participation is greatly appreciated but not required.
* While our office loves children, all patients under the age of eighteen (except for emancipated minors) must have a parent or legal guardian accompany the minor to the clinic to sign them in for the appointment and to pay any applicable copayments or balances prior to being seen. Minors who present to HHSWOK unaccompanied by someone over the age of 18 WILL NOT BE SEEN under any circumstances. Our office will not assume responsibility for the safety, care or whereabouts of a minor patient other than while the patient is seated in session with their assigned clinician.

## l. HIV/AIDS/STD EDUCATION

HHSWOK recommends HIV/AIDS testing as well as other sexually transmitted diseases (STD) testing to all consumers and consumers’ significant others, especially those who are considered to be high risk. HIV is a virus which never leaves the body once it has been contracted. Many viruses stay in the body for only a few days but once a person has tested positive for HIV, he/she will always be positive. HIV stands for Human Immunodeficiency Virus and over time it infects and kills white blood cells which help the body fight off certain types of infections and cancers, leaving the body highly susceptible to other illnesses.

Once HIV has progressed far enough that it effectively weakens the body and immune system, the carrier usually becomes ill from one of several infections, such as pneumonia or tuberculosis, that their body and immune system are no longer strong enough to fight.

When the HIV virus has progressed this far it is called AIDS, which stands for Acquired Immune Deficiency Syndrome. The time it takes for HIV to progress into AIDS varies and may take up to 10 years or more. As is often the case with many sexually transmitted diseases it is often impossible to tell if someone else has HIV and many carriers do not show that they are infected. Initial symptoms are nonspecific, often resembling symptoms of common cold or flu viruses, and may include:

* Fatigue
* Fever
* Rash
* Headache
* Swollen lymph nodes
* Sore throat

These symptoms are not a reliable way to diagnose HIV as they will only occur within days or weeks of the initial exposure. Testing for HIV antibodies is the only way to know whether you have been infected. The HIV antibody test only works after the immune system of the infected person has been able to develop antibodies. The "window period' between the initial infection and when antibodies are detectable may be from 2 weeks to 6 months. The average "window period" lasts about 3 months and standard HIV testing during this time is ineffective. it is recommended that persons who test negative have additional testing in 6 months in order to rule out this "window period" and obtain an accurate result. Persons who are engaging in at risk behaviors are more likely to contract HIV and other sexually transmitted diseases than persons who are not. If you or your sexual partner(s) have engaged in any of the following behaviors, you are at risk and should be tested.

* Any type of unprotected sexual contact
* Sex with an IV drug user
* History of STDs such as herpes, chlamydia, gonorrhea or hepatitis.
* Unplanned pregnancy
* Victim of sexual assault
* Passed out after drinking or getting high or been unable to remember what happened • Shared needles or other equipment which pierces the skin

If you are interested in contacting confidential testing sites at which you and/or your significant other can receive testing for HIV/AIDS and other STDs as well as further education, please contact your county Health Department office. If you, your spouse, significant other, or other sexual partners would like to receive educational counseling sessions regarding HIV and other STDs then please notify your primary clinician.

Oklahoma HIV/AIDS Hotline – 1-800-535-2437 (TDD Available)

National HIV/AIDS Hotline – 1-800-243-7889(TDD Available)

CDC (Centers for Disease Control) National HIV/STD Hotline - 1800-342-2437 (TDD Available) Native American HIV/AIDS Hotline - 1800-238-2437

Spanish Language HIV/AIDS Hotline - 1800-3447432 (TDD Available)

STD National Hotline - 1800-227-8922 (TTY Available)

Oklahoma State Medical Association: For access to Medical services including; testing, dental, medical case management and transportation – 1-405-843-9571

## J. TOBACCO CESSATION INFORMATION

Oklahoma Tobacco Helpline - 1-800-QUIT NOW (1-800-784-8669) Spanish 1-855-DEJELO-YA TTY 1-877-777-6534 www.OKhelpline.com

## K. DISCHARGE

Typically, consumers discharge from services when individual treatment plan goals are met. Discharge criteria is discussed with the consumer beginning at intake so that you and the treatment team can focus on problem resolution. When clients attain the level of functioning targeted in the treatment planning phase, procedures will begin to discharge the consumer.

Sometimes it may be necessary for HHSWOK clinicians to refer clients to organizations and/or service providers outside of the practice. Additionally, it may be necessary for a HHSWOK clinician to refer a client to an outside clinician or agency in order to best meet the clients mental, emotional, physical, financial or other needs. Decisions to refer will be reviewed by CEO and will be offered to clients as needed, clients are not obligated to accept any referrals made.

On occasion, a discharge will occur for a reason other than completion of the treatment plan. In the event you are not offered certain services, you have the right to know why a particular service might be refused. Should you ever be refused treatment from HHSWOK you will be provided with a written explanation concerning the reason you were refused certain services. You as a consumer will not be subjected to any unnecessary, inappropriate or unsafe termination from treatment. Discharge will not take place as punishment for displaying symptoms of a disorder. Discharge may take place where clients have been offered and subsequently refused referral to an outside provider/clinic/agency.

Consumer Handbook

**THIS PAGE IS TO BE RETAINED BY HHSWOK AND PLACED IN THE CONSUMER RECORD**

## L. CONSENT FOR FOLLOW-UP

Upon termination of services we may want to contact you regarding your mental health status and for you to answer some questions concerning satisfaction regarding services received. The purpose of this information is to assure the continuity of care and to provide HHSWOK with pertinent statistical information. You may revoke permission for follow-up at any time by giving this agency a written notice or by refusing to participate in any follow-up questionnaire. Follow up will be the same with all persons regardless of referral status.

CONSENT: I hereby \_\_\_GIVE\_\_\_DO NOT GIVE (Please check one) permission to HHSWOK to contact me by telephone or letter for followup and to answer questions concerning my satisfaction with services and my current status.

# M. ACKNOWLEDGEMENT OF RECEIPT OF CONSUMER HANDBOOK

I have been educated on each of the following: \_\_\_\_\_\_\_(initial)

* Code of Ethics Do you or your significant other wish to receive:
* Consumer Rights
* Confidentiality of Consumer Records

|  |  |  |
| --- | --- | --- |
| * HIPAA Notice * Complaint/Grievance Procedure * Orientation information * Consumer Expectations * HWADS/STD Education Session * HM/ADS/STD Referral Information * Tobacco Cessation * Advance Directive | HIV/AIDS/STD Education, Testing or Counseling? \_\_\_Yes  \_\_\_\_ Self \_\_\_\_ Significant Other \_\_\_\_ Both  Information about the health impact of tobacco use? \_\_\_Yes  \_\_\_\_ Self \_\_\_\_ Significant Other \_\_\_\_ Both  Referral to tobacco cessation program? \_\_\_Yes  \_\_\_\_ Self \_\_\_\_ Significant Other \_\_\_\_ Both | \_\_\_No    \_\_\_No    \_\_\_No |

Is the consumer under the age of 21? \_\_\_\_Yes \_\_\_\_No

If under 21, does HHSWOK have permission to see him/her at school? \_\_\_\_Yes \_\_\_\_No

# Medical Emergency Treatment Consent for Minors

In the event that a medical emergency occurs while my child, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,is with a HHSWOK representative, and it is not possible for me to consent to medical treatment, I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby authorize any HHSWOK representative to seek appropriate emergency medical treatment for my child. I also give permission for attending personnel to execute on my behalf, permission forms or other medical documents, and to act on my behalf if I am unable or unavailable to do so.

The undersigned has read the above consent and release and acknowledges that this document has been signed voluntarily. This document shall be considered valid until revoked in writing or the child reaches the age of 18.

Signature of Parent or Guardian Date

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Consumer Handbook

**THIS PAGE IS TO BE RETAINED BY HHSWOK AND PLACED IN THE CONSUMER RECORD**

PPS Healing Hearts of SW Oklahoma, LLC, is a fee for service provider and all session fees will be billed to Medicaid/Insurance if consumer is eligible and has coverage. Your signature below indicates your agreement to allow HHSWOK to bill for and receive payment for services provided to you. On occasion it may be necessary for a licensed person to reassess and/or update clinical information regarding your plan of treatment. Your signature below acknowledges your permission for this licensed person to see you and receive payments services.

The undersigned acknowledges that he/she has been offered a copy of the Consumer Handbook which has been communicated to him/ her in a meaningful way. Furthermore, he/she has read and understands this document in its entirety and further certifies that he/she agrees to the terms and provisions stated herein.

|  |  |
| --- | --- |
| Consumer name |  |
| Signature of Consumer, age 14 or over | Date |

Signature of Parent or Guardian if consumer is under 18 Date

Witness (Clinician) Date

**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**

**When it comes to your health information, you have certain rights.** This section explains your rights and some of our responsibilities to help you.

|  |  |
| --- | --- |
| **Get an electronic or paper copy of your medical record** | * You can ask to see or get 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, usually within 30 days of your request. We may charge a reasonable, cost-based fee. |
| **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** | * 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. |

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**Your Rights**

*continued*

**Ask us to limit what** • You can ask us **not** to use or share certain health information for treatment, **we use or share** payment, or our operations.

* 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.

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| **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. |
| **Get a copy of this privacy notice** | • 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. |
| **Choose someone to act for you** | * If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. * We will make sure the person has this authority and can act for you before we take any action. |

**File a complaint if you feel your rights are violated**

* You can complain if you feel we have violated your rights by contacting us using the information on page 1.
* 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, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [**www.hhs.gov/ocr/privacy/hipaa/complaints/.**](http://www.hhs.gov/ocr/privacy/hipaa/complaints/)

* We will not retaliate against you for filing a complaint.

**Your Choices**

**For certain health information, you can tell us your choices about what we share.** 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.

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| **In these cases, you have both the right and choice to tell us to:** | * Share information with your family, close friends, or others involved in your care * Share information in a disaster relief situation * Include your information in a hospital directory * Contact you for fundraising efforts   *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.* |
| **In these cases we *never* share your information unless you give us written permission:** | * Marketing purposes * Sale of your information * Most sharing of psychotherapy notes |

**In the case of fundraising:** • We may contact you for fundraising efforts, but you can tell us not to contact you again.

**Our Uses and Disclosures**

**How do we typically use or share your health information?** We typically use or share your health information in the following ways.

|  |  |  |
| --- | --- | --- |
| **Treat you** | • We can use your health information and share it with other professionals who are treating you. | ***Example:*** *A doctor treating you for an injury asks another doctor about your overall health condition.* |
| **Run our organization** | • We can use and share your health information to run our practice, improve your care, and contact you when necessary. | ***Example:*** *We use health information about you to manage your treatment and services.* |
| **Bill for your services** | • We can use and share your health information to bill and get payment from health plans or other entities. | ***Example:*** *We give information about you to your health insurance plan so it will pay for your services.* |

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**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)

|  |  |
| --- | --- |
| **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 |
| **Do research** | • We can use or share your information for health research. |
| **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. |
| **Respond to organ and tissue donation requests** | • We can share health information about you with organ procurement organizations. |
| **Work with a medical examiner or funeral director** | • We can share health information with a coroner, medical examiner, or funeral director when an individual dies. |
| **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 health oversight agencies for activities authorized by law * For special government functions such as military, national security, and presidential protective services |

**Respond to lawsuits and** • We can share health information about you in response to a court or **legal actions** administrative order, or in response to a subpoena.

**Our Responsibilities**

* We are required by law to maintain the privacy and security of your protected health information.
* We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
* We must follow the duties and privacy practices described in this notice and give you a copy of it.
* 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.

For more information see: [**www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.**](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html)

**Changes to the Terms of This Notice**

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.

**This Notice of Privacy Practices applies to the following organizations.**