

Consumer Handbook



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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 Focus Mental Health Services, LLC (“Focus”) are dedicated to providing you with a comprehensive care plan to meet all of your needs.

It is the mission of Focus 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 to assist with any behavioral or emotional needs. Please notify our staff if you are in need of a specific service.

Typically, consumers discharge from services when your 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 contact information for the office location of Focus. Administrative office hours are 8am to 5pm. If you need to contact our office during non-working hours, you may leave a message or call the emergency contact at 405-397-3850. In the event you are experiencing an emergency after hours, please call 1-800-522-9054 or 911.

Focus Mental Health Services LLC

Administrative Office:
33207 45th St.,
Shawnee, OK 74804
Phone: 405-395-2149

Service Address:
1127 N Kickapoo
Shawnee, OK 74801
405-214-0116

Service Address:
125 S. Wewoka
Wewoka, OK 74884
405-214-0116

Hours of Operation:
8:00am – 5:00pm M-F

Emergency Contact: Johnie Fredman, 405-397-3850

Phone 405-214-0116
Fax 877-334-8552

Provider Clinician Name _____
Provider Clinician Hours _____
Provider Clinician Phone _____

The representative for coordinating grievance issues is Johnie Fredman. The individual with the authority to make decisions on grievances is policy is Johnie Fredman. He may be reached at the numbers listed above. The local advocate for grievances is Misty Douthit. She may be reached at 405-214-0116

If you are a person served by Focus, please call 405-214-0116. If it is after business hours and considered an emergency, please call the mental health crisis line at 1-800-522-9054 or you may call 405-397-3850.

A. MISSION STATEMENT

It is the mission of Focus to improve the quality of life for persons in Oklahoma by providing services to enrich the lives of children, youth, adults and families.

B. CODE OF ETHICS

Focus 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. If at any time you would like a copy of the complete Code of Ethics, please contact our office at 405-214-0116 and request one and it 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 maintain confidentiality with all records at all times.
- Counselors must obtain permission before recording sessions or transferring records.
- Counselors must not engage in sexual harassment or receive any unjustified personal gains, goods or services.
- Counselors must communicate to group members that confidentiality cannot be guaranteed in group work.

C. CONSUMER RIGHTS

Programs providing treatment or services without the physical custody or where consumers do not remain for round-the-clock support or care, or where the facility does not have immediate control over the setting where a consumer resides, shall support and protect the fundamental human, civil, and constitutional rights of the individual consumer. Each consumer has the right to be treated with respect and dignity and will be provided the synopsis of the Bill of Rights as listed below.

- (1) Each consumer shall retain all rights, benefits, and privileges guaranteed by law except those lost through due process of law.
- (2) 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, age, degree of disability, handicapping condition or sexual orientation.
- (3) No consumer shall be neglected or sexually, physically, verbally, or otherwise abused.
- (4) 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:
 - (A) Allow other individuals of the consumer's choice participate in the consumer's treatment and with the consumer's consent;
 - (B) To be free from unnecessary, inappropriate, or excessive treatment;
 - (C) To participate in consumer's own treatment planning;
 - (D) To receive treatment for co-occurring disorders if present;
 - (E) To not be subject to unnecessary, inappropriate, or unsafe termination from treatment; and
 - (F) To not be discharged for displaying symptoms of the consumer's disorder.
- (5) Every consumer's record shall be treated in a confidential manner.

- (6) No consumer shall be required to participate in any research project or medical experiment without his or her informed consent as defined by law. Refusal to participate shall not affect the services available to the consumer.
- (7) A consumer shall have the right to assert grievances with respect to an alleged infringement on his or her rights.
- (8) Each consumer has the right to request the opinion of an outside medical or psychiatric consultant at his or her own expense or a right to an internal consultation upon request at no expense.
- (9) No consumer shall be retaliated against or subjected to any adverse change of conditions or treatment because the consumer asserted his or her rights.

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 450:15-3-25, is available upon request.

D. LIMITS OF CONFIDENTIALITY

Everything you speak to your counselor about is confidential with the following exceptions:

1. If you are in danger of harming yourself and/or others.
2. If there is a reason to suspect child and/or elder abuse.
3. If there is a disclosure of child and/or elder abuse.
4. If there is reason to believe that an individual who is HIV positive is intentionally trying to infect others.

In the cases of the above listed exceptions, your counselor is mandated by law to report to the proper authorities.

Included in the Limits of Confidentiality is notice that your therapy records may also be released under the following conditions:

1. If your records are subpoenaed by the court.
2. If there is a request from a third party payee (i.e. insurance, Medicare, Sooner Care, etc.).
3. If you have signed a Consent to Release Information for a specifically designated party such as your physician, Department of Vocational Rehabilitation, school, attorney, etc.

E. 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 or services provided by Focus 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 Focus 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 Focus 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.

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 him/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.)

Focus adheres to all governmental requirements. You have the right to privacy and Focus will safeguard your privacy. Focus has developed a consumer privacy processes that will guard your personal

information. If, for any reason, you believe that Focus has violated your right to privacy as a consumer you can file a formal complaint to the following:

Office of Civil Rights
U.S. Department of Health and Human Services
1301 Young Street, Suite 1169
Dallas, TX 75202
Phone: (214) 767-4056
Fax: (214) 767-0342

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

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

THIS NOTICE DESCRIBES HOW MEDICAL AND DRUG AND ALCOHOL RELATED ACCESS TO INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET 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., §1320d et. seq., 45 C.F.R. Parts 160 & 164, and
- The Confidentiality Law 42 U.S.C. § 290dd-2, 42 C.F.R. Part 2.

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

Focus must obtain your written consent before it can disclose information about you for payment purposes. *For example*, Focus 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 Focus can share information for treatment purposes or health care operations. However, federal law permits Focus 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 Focus’ premises or against Focus 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, Focus 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 Focus 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. Focus 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 request an alternative location. Focus 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 Focus, 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 Focus records, and to request and receive an accounting of disclosures of your health related information made by Focus 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

Focus 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. Focus is required by law to abide by the terms of this notice. Focus reserves the right to change the terms of this notice and to 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 Focus 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 Focus 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 Focus at 405-214-0116.

G. COMPLAINT/GRIEVANCE/APPEAL PROCEDURE

If you ever have a problem with any of the employees or the functioning of Focus, it is asked that you file a grievance report. 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 annually and provide valuable information to facilitate change that results in better customer service and results for the persons served. Focus' procedure concerning formal complaints is as follows:

- It is the consumer's responsibility to document the occurrence on a form provided by Focus.
- The form is to be mailed to the Administrative office: 33207 45th St., Shawnee, OK 74804.
- The form must be received in the Administrative office within 10 business days of the occurrence.
- At any time the consumer may contact the Local Advocate, listed on page 3, for assistance. Additionally, Focus 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 Focus. The contact information for both Focus and ODMHSAS will be clearly supplied on the grievance form provided to the consumer.
- The Owner is the coordinator of Focus' complaint / grievance procedure. The Owner is also responsible for decision-making regarding the resolution of the complaint/grievance. The Owner will conduct interviews and investigate the incident in a manner specific to each occurrence.
- 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 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:

- a. Be advised of the nature of the allegation
- b. Be advised of the investigative process
- c. 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:

- a. Be available and accommodating for interviews
- b. Refrain from any action which interferes with the investigation
- c. Provide pertinent information and respond fully and truthfully to questions asked
- d. Refrain from intentionally misdirecting the investigation

H. 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 and, in many cases, opt to give written consent allowing their child's clinician to pick up and transport their children to and from school in order to receive services at a different location.

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 Focus 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, Focus 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

Focus 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 Focus. This policy applies to consumers served and visitors, and will be strictly enforced. 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 Focus is an issue of ongoing concern for the management. So that you may further your safety should you receive counseling services at our office locations, it is important that you are aware of certain precautions.

1. Focus 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 Focus 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 Focus 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 Focus property. If anyone comes onto Focus property 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 Office Manager at 405-214-0116.

I. CONSUMER EXPECTATIONS

Due to the importance and need for the full allotted time in quality 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 can not 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.

J. HIV/AIDS/STD EDUCATION

Focus recommends HIV/AIDS testing, as well as other sexually transmitted diseases (STD) testing, to all consumers and consumer's significant other, 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 actually 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 know that they are infected. Initial symptoms are non-specific, 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 Department of Human Services 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 - 1800-535-2437 (TDD Available)
 National HIV/AIDS Hotline - 1800-243-7889 (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 - 1800-344-7432 (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

K. DISCHARGE

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

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 Focus 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.

THIS PAGE IS TO BE RETAINED BY FOCUS AND PLACED IN THE CONSUMER RECORD.

L. CONSENT FOR FOLLOW-UP

Upon termination of services from this program, we may want to contact you regarding your 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 Focus 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 served regardless of referral status.

CONSENT: I hereby **GIVE** **DO NOT GIVE** **(Please circle one)**
permission to Focus to contact me by telephone or letter for follow-up and to answer questions concerning my satisfaction with services and my current status.

M. ACKNOWLEDGEMENT OF RECEIPT OF CONSUMER HANDBOOK

Please initial to verify receipt of the following

- _____ Code of Ethics
- _____ Consumer Rights
- _____ Limits of Confidentiality
- _____ Confidentiality of Consumer Records
- _____ HIPAA Notice
- _____ Complaint/Grievance Procedure
- _____ Orientation Information
- _____ Consumer Expectations
- _____ HIV/AIDS/STD Education Session
- _____ HIV/AIDS/STD Referral Information

Is consumer under the age of 21? Yes No

If yes, does Focus have permission to see him/her at school? Yes No

Does Focus have permission to transport child for the purpose of receiving services? Yes No

Focus is a Medicaid fee for service provider and all fees are covered by Medicaid if consumer is eligible. Focus also accepts private pay and insurance clients. A separate Financial Agreement form will be completed by all private pay and insurance clients.

The undersigned acknowledges that he/she has received 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: _____ Medicaid #: _____

Signature of Consumer _____ Date _____

Signature of Parent or Guardian _____ Date _____

Witness _____ Date _____