



Roberts Group Counseling

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 The Roberts Group are dedicated to providing you with a comprehensive care plan to meet all of your needs.

It is the mission of The Roberts Group to improve the quality of life for persons in Oklahoma by providing comprehensive behavioral, and 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, and 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 The Roberts Group. Administrative office hours are 8am to 5pm. If you have a mental health emergency after hours, please call 911 or go to your nearest emergency room. You can find additional information regarding The Roberts Group on our website at www.robertsgroupcounseling.com

The Roberts Group Counseling, INC. Hours of Operation:

Administrative Offices 8:00a – 5:00p M-F

Provider Clinician Name _____

Provider Clinician Hours _____

Provider Clinician Phone _____

A. MISSION STATEMENT

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

B. CODE OF ETHICS

The Roberts Group Counseling, 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 The Roberts Group will comply. If at any time you would like a copy of the complete Code of Ethics, please contact our office at (405) 474-5359 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.
- Counselor and staff must maintain confidentiality with all records at all times.
- Counselor 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.
- Counselor must communicate to group members that confidentiality cannot be guaranteed in group work.

C. CONSUMER RIGHTS

- (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.

How to Contact the Advocacy Division

Office of Consumer Advocacy
2401 NW 23rd Street, Suite 82
Oklahoma City, OK 73107

Email: advocacydivision@odmhsas.org

OKC Area Phone: 405-573-6605 Statewide Phone: 1-866-699-6605

How to Contact the Inspector General

Phone: 405-522-3908

Inspectorgeneral@odmhsas.org

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 or services provided by The Roberts Group 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 The Roberts Group for the release of such information to the third party.
2. The disclose is ordered by a court of competent jurisdiction and a copy of said Order is Provided to The Roberts Group in advance of the request 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.)

The Roberts Group adheres to all governmental requirements. You have the right to privacy and The Roberts Group will safeguard your privacy. The Roberts Group has developed a consumer privacy processes that will guard your personal information. If, for any reason, you believe that The Roberts Group 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 The Roberts Group values you as a consumer and 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., § 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, The Roberts Group may not say to a person outside The Roberts Group that you attend the program, nor may The Roberts Group disclose any information identifying you as an alcohol or drug abuser, or disclose any other protected information except as permitted by federal law.

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

The Roberts Group 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. The Roberts Group is required by law to abide by the terms of this notice. The Roberts Group 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 The Roberts Group 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 Roberts Group 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 The Roberts Group at (405) 474-5359.

F. COMPLAINT/GRIEVANCE/APPEAL PROCEDURE

If you ever have a problem with any of the employees or the functioning of The Roberts Group, 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. The Roberts Group procedure concerning formal complaints is as follows:

- It is consumer's responsibility to document the occurrence on a form provided by The Roberts Group.
- The form must be presented to your therapist 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, The Roberts Group 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 The Roberts Group. The contact information for both The Roberts Group and ODMHSAS will be clearly supplied on the grievance form provided to the consumer.
- The CEO - Leslie Roberts, is the coordinator of The Roberts Group's complaint / grievance procedure. The Roberts Group is also 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 the complaint / grievance, the Clinical Director will be responsible for the decisions regarding 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 Human Resource 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:

- A. Be advised of the nature of the allegation
- B. Be advised of the investigation 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

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 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 Roberts Group 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, The Roberts Group 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

The Roberts Group 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 The Roberts Group. 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 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 The Roberts Group is an issue of ongoing concern for the management. So that you may further your safety should you receive counseling services, it is important that you are aware of certain precautions.

1. The Roberts Group 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 The Roberts Group has a primary responsibility for the safety and well-being of all the 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 here is something that is unsafe please inform someone and it will be taken care of as soon as possible.
3. It is intent of The Roberts Group 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 The Roberts Group property. If anyone comes onto The Roberts Group 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 Safety Officer at (405) 476-5359.

H. 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.
 - RGC charges \$125 per hour with the option of a sliding scale based on various circumstances at the discretion of the clinical director. Payment is expected at the time of service.
 - 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.

I. HIV/AIDS/STD EDUCATION

The Roberts Group recommends HIV/AIDS testing, as well as other sexually transmitted diseases (STD) testing, to all consumers, 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 can receive testing for HIV/AIDS and other STDs as well as further education please contact your county Department of Human Services office. If your spouse or other sexual partners would like to receive educational sessions regarding HIV and other STDs then please notify your primary therapist.

DISCHARGE

Typically, consumers discharge from services when individual goals are met. Discharge criteria are discussed with you 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 you. 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 The Roberts Group 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.

Expanded use of telemedicine and telephonic services during COVID-19 National/State Emergency

The Oklahoma Health Care Authority is allowing expanded use of telemedicine beginning March 16, 2020 through April 30, 2020 for services that can be safely provided via secure telemedicine communication devices for all SoonerCare members. Additionally, the use of telephonic services (non face-to-face) may be utilized in instances when the SoonerCare member does not have access to telemedicine equipment, the service is necessary to the health and safety of the member, and the service can safely and effectively be provided over the telephone. You have the right to accept or decline the use of telemedicine services. A copy of the RGC policy on telemedicine shall be provided upon request.

While we have taken precautions to protect your protected health information, understand that your information could be compromised due to the nature of providing telemedicine.

THIS PAGE IS TO BE RETAINED BY ROBERTS GROUP COUNSELING AND PLACED IN THE CONSUMER RECORD.

J. 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 Roberts Group Counseling 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 with be the same with all persons served regardless of referral status.

CONSENT: I hereby: GIVE DO NOT GIVE (Please circle one)

Permission for Roberts Group Counseling to contact me by telephone or letter for follow-up and to answer questions concerning my satisfaction with services and my current status.

E-mail: _____

Survey

K. ACKNOWLEDGEMENT OF RECEIPT OF CONSUMER HANDBOOK

Please INITIAL to verify receipt of the following:

_____ Code of Ethics

_____ Consumer Rights

_____ Confidentiality of Consumer Records

_____ HIPPA 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 Roberts Group Counseling have permission to see him/her at school? YES NO

Does Roberts Group Counseling have permission to transport consumer for services? YES NO

Participated in a face-to-face (circle one) Biopsychosocial or Client Assessment Record. Initials_____

Roberts Group Counseling is a Medicaid fee for service provider and all fees are covered by Medicaid if consumer is eligible. 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 understand this document in its entirety and further certified that he/she agrees to the terms and provisions stated herein.

Consumer Name: _____ Medicaid #: _____

Client Signature (if over 14) Date

Parent/Guardian Signature Date

Witness Date