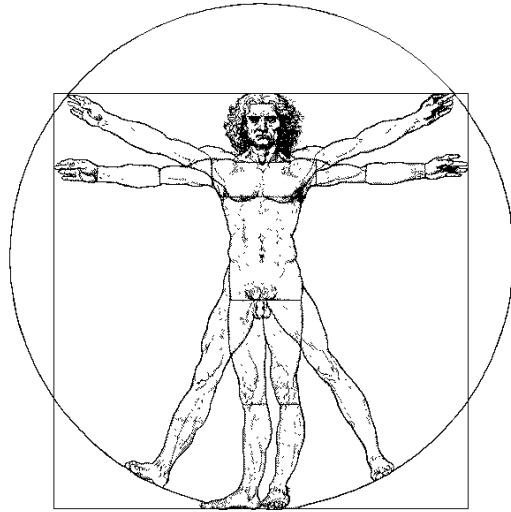


CLIENT HANDBOOK



Choices Mental Health Counseling PLLC

433 Broadway, Monticello, New York 12701

Revised: 6/28/2015

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Welcome

Welcome to Choices Mental Health Counseling PLLC.

Location & Contact Information:

433 Broadway, Monticello, NY 12701

E-mail: tom@choicesmhc.com

NPI number (needed for some insurance purposes): 1548588023

Office: 845-513-5002

Fax: 866-428-0282

SMS texts: 845-323-9612

Since August 2010, Choices Mental Health Counseling PLLC has helped empower adults and adolescents with mental health and/or addiction issues to make healthy choices leading to stable and productive living. We do not sharply distinguish between mental health and substance abuse treatment where both conditions apply.

We have the capacity and resources to help you with mental health or recovery problems you may be confronting. Please feel free to consult with us regarding any concerns you may be facing so we can better serve you on your personal journey of resolving specific problems or symptoms, recovery, self-discovery, and self-actualization.

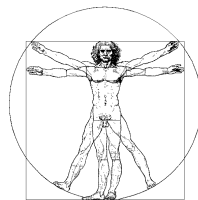
MISSION STATEMENT

The mission of Choices Mental Health Counseling, PLLC is to provide outpatient counseling and psychotherapy services; together with self-help and referral information and services to meet the emotional, behavioral, mental health, spiritual, physical, and recovery needs; providing the same quality of care that we would wish ourselves or members of our family to receive when faced with similar conditions.

The dignity, worth, and free will of every person is unalienable. Even if some may be court-ordered, we cannot coerce anyone. We recognize that everyone who comes here is here by choice, with wellness and recovery chosen over alternative consequences. Mental health and recovery only occur by the exercise of free will.

Why "Vitruvian Man" Was Chosen As Our Logo

Many recognize the representation of the ideal human by Leonardo DaVinci called "Vitruvian Man" (below) as being emblematic of the totality of the human condition, humanistic psychology, holistic health, stable structure, and the arts. For more on our identification with this image, see choicesmhc.com/?q=vitruvian.



Introduction

Choices Mental Health Counseling PLLC provides group and individual counseling and psychotherapy to adults and adolescents experiencing problems with behavioral health (i.e. mental health or substance abuse recovery) needs. To be admitted to outpatient treatment, individuals may be experiencing a mental health issue or a history of abusing alcohol or illicit or unprescribed drugs.

Staff

Tom Rue, MA, LMHC, CASAC, CCMHC, NCC, SAP

A professional counselor since 1985, Tom has been in independent practice in Monticello, New York since 2010. Awarded a Diplomate by the American Mental Health Counselors Association in Substance Abuse and Co-occurring Disorders Counseling, he spent almost 14 years employed by the NYS Office of Alcoholism and Substance Abuse Services (retired October 2014, full-time in private practice since), and previously with the Sullivan County of Sullivan Department of Community Services in the provision of outpatient mental health and substance abuse treatment. He offers group therapy and individual psychotherapy to adults, and also has experience with adolescents, families, and couples. A Licensed Mental Health Counselor and Credentialed Alcoholism and Substance Abuse Counselor, Tom is approved by OASAS and DMV for Clinical Screening and Assessment of impaired drivers while charges are pending and for purposes of re-licensure, and is a US DOT qualified Substance Abuse Professional (SAP). He provides employee assistance counseling through several national EAP networks, and is empaneled with commercial health and managed care Medicaid insurers. He co-chairs the Insurance and Government Relations Committee for the New York Mental Health Counselors Association and worked with the American Psychiatric Association as a Collaborating Investigator, conducting clinical field trials testing the DSM-5. He became certified as a School Counselor after a practicum at Fallsburg Jr./Sr. High School in 2000. He offers Notary Public services at no cost to clients.

Carmen Rue

Office Manager at CMHC, Carmen has been married to Tom since 1988. They have three children. Fluent in English and Spanish (she provides translation assistance in the office), Carmen has devoted many years to volunteer work and other community service. She has been an elected official in the Village of Monticello since 2008 and has knowledge of human services and local government systems. Carmen graduated in nursing from Federico Villarreal National University in Lima, Peru. A resident of Monticello since 1972, she is licensed by the State of New York as a nail technician and has managed retail establishments.

Ethics

CMHC is charged with a public trust by its licensing and credentialing bodies to ensure that client welfare and personal information is monitored and protected, and that clients are afforded the best care that a private practice of this size and scope can provide. All staff and contractors are bound by confidentiality laws and ethics.

Professional staff adhere to the code of ethics relevant to their licensure, credential and/or professional discipline (NYS Department of Education/Office of Professions, NYS Office of Alcoholism and Substance Abuse Services, National Board for Certified Counselors, American Counseling Association, American Mental Health Counselors Association, and New York Mental Health Counselors Association), published on the websites of the said agencies and organizations.

Anti-Harassment Notice to Clients

It is the intent of Choices Mental Health Counseling PLLC (CMHC) to provide a treatment setting where each individual is treated with consideration and respect in a safe and comfortable environment. It is the policy of CMHC to forbid all forms of harassment in connection with our program's activities. We expect that you will conduct yourself appropriately while here, and respect the rights of those around you. Similarly, you have the right to an environment that is free from harassment, whether by word or action, from staff, volunteers, or other clients. We pledge to investigate and take appropriate action should any complaint or allegation of harassment be received. Harassment can be any words or actions that disturb you and seem to be targeted at you on the basis of race, color, sex, national origin, religion, age sexual orientation or disability.

Examples of harassment include:

- ❖ Use of put-downs, slang words or names that degrade or insult a person or group;
- ❖ Gratuitously offering drug information or inquiring about where to get or use drugs;
- ❖ Sexual jokes, unwelcome sexual advances, innuendoes, or gestures;
- ❖ Graphic or degrading comments about an individual's appearance, dress or body;
- ❖ Unsolicited and unwelcome flirtations, advances, propositions or touching of any kind, whether in or out of the office including online or other electronic communications.

Any client who believes they are being subjected to harassment must follow the procedures below:

- ❖ Report the behavior to CMHC's Client Rights and Privacy Officer Thomas Rue

Steps will be immediately taken to investigate and to promptly stop any inappropriate, harassing behavior. We count on you to help us to maintain a safe environment for healing, not hassles. Respect the individuality and dignity of fellow clients, avoid harassing others, and report any harassment you experience or witness.

Services / Days and Hours of Operation

Monday through Thursday – 9:30 a.m. – 9:30 p.m.

Friday – Office open for administrative purposes only, with the exception of scheduled groups.

Generally, appointments are offered at the following time blocks: 9:30 a.m., 10:45 a.m., 1:30 p.m., 2:45 p.m., 4:00 p.m. Evening appointments (when available): 7:00 p.m., 8:15 p.m.

Saturdays and Sundays – Closed.

National holidays – Closed. Group sessions scheduled on such may be offered on a different day.

Other closures – We close occasionally for vacations or professional trainings, announced in advance at the reception desk. When closed, we recommend clients who are in recovery attend more 12-step meetings than usual.

Weather cancellations – Attendance when road conditions are hazardous is not required. If a session is going to be cancelled, an attempt will be made to notify all group members by phone. If you decide the risk of driving in bad weather outweighs the potential benefit of attending, a please leave message stating why on 845-513-5002.

Transportation – Speak to your counselor for help if you have Medicaid and need transportation to appointments.

Access to Services After Hours

For emergencies requiring immediate medical or psychiatric attention, call 911 or go to the nearest hospital. You may also call Mobile Mental Health Crisis at: 845-791-7123 or 800-710-7082 (adults); or 856-701-3771 (children and youth). Safe Passage runs a 24-hour crisis hotline at 845-292-5700 for domestic violence counseling.

For non-urgent matters, you are welcome to leave messages on the office's confidential voice-mail at 845-513-5002 at any time of day or night. You will receive a response as soon as possible. Patience is much appreciated. Feel free to call more than once if you do not get a quick reply. Understand that our answering machine is not a crisis service. Your message may not be heard right away, particularly if we are busy with other clients or out of the office, but we will respond. You are welcome to send email to tom@choicesmhc.com or use SMS text (not voice messages) to 845-323-9612. If you use e-mail, we recommend a secure email channel such as [rpost.com](https://www.rpost.com).

Clinical Services

Assessment

A bio-psycho-social assessment is completed with all clients at intake and admission, to gather information to identify the individual's strengths, needs, history, abilities, and service preferences needed. People may not attend group without first being screened individually and completing a full assessment. It is recommended all patients undergo at least an annual physical examination by their primary care physician, and be routinely tested for hepatitis and HIV, as well as following up with all medically recommended care. Mental health and recovery require sound a sound physical/medical condition. Neglecting any aspect of health impacts the whole person.

Treatment

You participate in the development of an individual treatment plan once your assessment is completed. Plans are client-centered, based on your needs. Treatment plans are developed at intake and are reviewed during individual counseling sessions, reviewed s needed and/or requested by a client or parent/guardian.

Treatment continues as long as is clinically indicated based on individual needs, progress, life circumstances, and as long as you are benefitting. Duration of care is negotiated between you and your therapist. Treatment of several months or more is not uncommon. We do not take a cookie-cutter approach. Length of treatment is deliberately not defined. Clients with relapse prevention goals who are unable to abstain as agreed may be referred to a higher level of care and usually, unless otherwise stated, are welcome to return to CMHC thereafter. Brief counseling is available to individuals, couples, or families who enter counseling on their own to address specific issues.

Individual psychotherapy for trauma history, management of post-traumatic stress, or personal matters best addressed in privately, as well as family/couples therapy, are available as scheduling permits. Group therapy is the most accessible and preferred primary treatment modality for substance abuse recovery, with individual counseling appointments held periodically. Mental health groups are also offered and recommended as a treatment modality of choice.

Treatment at other agencies: We respect your right to choose your healthcare providers. We will also not disrupt an ongoing treatment plan while you are engaged with another provider. For instance, if you are enrolled in a higher level of care than we provide such as intensive outpatient treatment or a community residence, your participation here in individual or group psychotherapy is welcome if you so choose as long as your primary provider at the other program has no objection, and provided you allow communication between that facility and this office and there are no scheduling or insurance conflicts.

Urine Collection (as applicable)

- ❖ Urine specimens shall be given on request to monitor abstinence. Specimens may be collected at any time under the direct or indirect observation of a staff member of the same gender.
- ❖ Altered specimens may be deemed as if positive for purposes of treatment recommendations.
- ❖ You must provide a specimen on the day requested and give sufficient quantity to test.

Transition

Beginning with the Assessment, planning for discharge begins, aimed at appropriate continuation of support services and follow-up. Discharge criteria may be discussed with your counselor at any time. Throughout and after treatment, all clients are strongly urged to develop and use support networks specific to the mental health or alcohol/substance abuse issues with which they identify.

Client Rules and Expectations

- ❖ Please *arrive 15 minutes early* for all group counseling sessions, so we can begin on time.
- ❖ To document group attendance, sign in at the reception desk *before entering the group room*.
- ❖ Please be sure your shoes or boots are clean, not to track mud or dirt onto the floor or rugs.
- ❖ No cell phones are permitted in the room while group is in session (except with prior permission in emergency situations). Before group, please place your phone in the basket with the office manager/receptionist, leave it in your jacket in the waiting room, leave it in your car, or do not bring it to the office.
- ❖ No chemical use, of any kind, including tobacco products in the office. No loitering in the parking area for purposes of smoking. You may smoke in your own vehicle in the parking lot if you have not yet quit smoking. The butt can on the porch is there to allow you to extinguish your cigarette, not to encourage smoking.
- ❖ No verbal or physical assault to anyone while on CMHC grounds. Non-compliance will result in immediate suspension from the group and may result in termination.
- ❖ We do not use seclusion or physical restraint. However, should the need arise, on rare occasions staff may contact local police to help de-escalate a dangerous situation.
- ❖ No gang signs, gang talk, or gang writings of any kind will be permitted.
- ❖ Possession of weapons or sharp objects is not permitted in the CMHC office or property.
- ❖ To reduce the spread of illnesses, please remember to wash/disinfect your hands.

- ❖ No food or beverage unless prior approval is granted from the group facilitator.
- ❖ If you are prescribed medications for a diagnosed medical condition and there is a medical need for you to carry the medication with you while receiving treatment and/or participating in CMHC activities, you are expected to maintain control of the medication at all times and to maintain personal responsibility for ensuring it is not used by or distributed to any other person to whom it was not prescribed.
- ❖ CMHC provides complementary plastic pill organizers for home use to help patients remember to take prescribed meds as directed. (*“Public Health Law § 3345. Possession of controlled substances by ultimate user’s original container. Except for the purpose of current use by the person or animal for whom such substance was prescribed or dispensed, it shall be unlawful for an ultimate user of controlled substances to possess such substance outside of the original container in which it was dispensed. Violation of this provision shall be an offense punishable by a fine of not more than fifty dollars.”*)
- ❖ CMHC is not responsible for lost, stolen, or damaged belongings left behind in the office.
- ❖ Clients (or parents) are responsible for any damage they (or their children) do to the premises or property.
- ❖ To ensure safety of clients, visitors, and staff, the office has 24 hour video surveillance of public areas (outdoors and waiting room) and an electronic alarm system.

Clothing

- ❖ Do not wear clothing to the office that refers to alcohol, drugs or tobacco products.
- ❖ Please clean or remove your shoes in bad weather. Disposable slippers are on hand for your comfort.
- ❖ A shirt and shoes (or slippers) are required to be worn in the office at all times.

Peer Relationships

- ❖ Sexual or romantic relationships amongst group members while enrolled in treatment are strongly discouraged as they are likely to be untherapeutic and a distraction from the treatment process. Please look elsewhere. If such relationships do occur, both parties are encouraged to honestly discuss their feelings and behavior with the counselor in private, not to keep it secret. Neither will be penalized or shamed, but consideration will be given to how to best respond to the change in circumstance in the interest of both people’s treatment success.
- ❖ See also the “Anti-Harassment Notice” above, which includes online and other electronic means of contact.

Confidentiality

- ❖ By participating in group counseling, you agree to abide by rules of confidentiality including not repeating information discussed in the group or revealing any group member’s identity with anyone outside of the group.

Criteria for Successful Completion of Substance Abuse Treatment

- ❖ Relapse prevention treatment is abstinence based. Abstain from alcohol and all unprescribed or illicit drugs while enrolled in treatment. Periodic unannounced urine samples may be taken at any time during treatment. Relapse is recognized is part of the disease of addiction. An increased level of care may be recommended, but every relapse or rule violation does not necessarily result in automatic discharge if progress is still being made. Treatment recommendations are based on the full picture of facts, attitude, history, and prognosis.
- ❖ Attend group regularly and participate. Be on time. Chronic lateness is grounds for discharge.
- ❖ Keep all scheduled individual counseling appointments, as well as completing any homework assigned. You or your counselor may ask to schedule an individual session at any time.
- ❖ Participate in group, demonstrating honesty about feelings, carefully accepting and giving appropriate feedback to and from peers. (Listen. Identify, don’t compare.) Complete assignments given in group, as well as any homework assigned.
- ❖ Support group attendance is strongly recommended for relapse prevention and maintenance of long-term sobriety. Active credible participation in a 12-step program will be considered as persuasive evidence in support of a timely positive discharge when all goals have been met and stable recovery established.
- ❖ Prior to a positive discharge, meet individually for reassessment of progress and formulation of a continuing care or relapse prevention plan.

Causes for Administrative Discharge

The following will constitute grounds for termination from the facility:

- ❖ Distributing drugs on premises; using unprescribed or illicit drugs or alcohol or intoxication on the premises.
- ❖ Violence or threats on or about the premises. Possession of weapons on the premise.
- ❖ Abusive language toward staff, harassment of peers, or repeated violations of office or program rules.

CONDITIONS AND RESPONSIBILITIES OF GROUP MEMBERSHIP

Clients at Choices Mental Health Counseling agree to abide by the following group values and norms:

CONFIDENTIALITY: By attending group sessions, you commit to fellow members, and they entrust the same to you, that what is said here, and who you see (including in the waiting room), will remain here. When you see current or former group members in the community (not unlikely in a rural county), be sociable and supportive but do not discuss details from group the without mutual and unanimous consent of all involved. Agreeing not to repeat what is discussed here outside of group helps build trust. Exceptions to confidentiality, as a matter of law, include suspected child abuse or neglect, danger to one's self or others, or a crime currently in progress.

PARTICIPATION: To benefit from group sessions, and to achieve and sustain progress toward recovery and/or other mental health treatment goals, regular and active participation is vital. Every group member commits to be here for each other, as well as themselves. *Honest, open, direct, and respectful feedback and communication, emphasizing "I" statements, are encouraged. Always try to "identify and not compare".* Ask in group if you are unsure what the previous two sentences mean. Good use of group time takes emotional risk-taking and honesty.

PROMPTNESS: Group members are asked to arrive 15 minutes before the scheduled start time, allowing time for everyone to sign in with Carmen, resolve any payment issues, to begin and end promptly.

DISTRACTIONS: Phones, recorders, cameras, and other devices (including e-cigarettes) should not be present in the group room. Free wireless Internet is available for your convenience in the waiting area, but not in group. If you have an urgent need requiring you to keep your phone on, please let the group know at the start of the session.

FEES: You are responsible to advise us of changes in your insurance immediately. Payment, including any co-pay that may be due, is expected at the time of service. Any exceptions (i.e., weekly payments) must be discussed and agreed upon in advance. If you do not have insurance, we can offer advice on how to obtain affordable coverage. Any remaining outstanding balance due must be paid before discharge.

SUBSTANCE USE: If any of the reasons you are here involve alcohol- or other drug-related concerns, abstinence from alcohol and unprescribed drugs during your enrollment here is part of your commitment to treatment. This includes taking medications strictly as directed by your healthcare provider and immediately informing us of any new or modified prescriptions. We understand that, for many, relapse can be a part of the disease of addiction. If you relapse or find yourself unable to stop drinking/using with current treatment, please do not be ashamed or afraid to ask for more help. Your emotional and physical health, and help coping with stressors, are top priorities. *We recommend and advocate for effective and available treatment rather than punishment.*

LABORATORY SERVICES: If drug screens are part of your treatment plan, to help maintain or monitor abstinence, urine may be requested at any time. *If this pertains to you, please inquire before using the facilities to determine if a specimen is needed.* Non-compliance with such a request will be interpreted as a positive result. Visual observation of urine collection is required with clients who are attending here as a condition of probation.

REQUIREMENTS OF LAW: If treatment is agreed upon as part of a legal commitment, we review any absences not adequately explained in advance, and all lab results, with your supervising officer or the Court. Absences or non-compliance may lead to a change in your recommended treatment, including possibly an increased level of care; or in some cases discharge, which could have adverse legal consequences. If you cannot get here, please leave a message at 845-513-5002 explaining why, and if requested bring or fax documentation.

Client Rights

The only services provided by CMHC that are directly overseen and potentially audited by OASAS pertain to assessment and treatment of individuals with a history of impaired driving (DWI, DWAI, etc.) However, CMHC voluntarily subscribes to the same principles of Patient Rights for all patients at this office.

You have the right to:

- ❖ Be informed of the program's rules and regulations.
- ❖ Receive considerate and respectful care.
- ❖ Receive services without regard to race, color, ethnicity, religion, sex, sexual orientation.
- ❖ Receive confidential treatment. Except for a medical emergency, court order, child abuse or crimes committed on program premises, we generally cannot release information about you without your written consent.
- ❖ Be fully informed of your treatment plan and participate in its development. This includes setting goals and measuring progress with your counselor.
- ❖ Refuse treatment and be told how this could affect your health or other consequences.
- ❖ Discontinue treatment at any time.
- ❖ Obtain, in writing, an explanation of the reason(s) for your discharge from treatment and information about the program's appeal process. And, if necessary, receive help obtaining treatment at another program.
- ❖ Be free from sexual harassment and sexual misconduct.

What to do if you have concerns:

- ❖ Talk to your counselor. Most issues can and should be resolved by talking with your counselor.
- ❖ If the matter is still not resolved, call the Patient Advocacy line at 800-553-5790 during business hours.
- ❖ No punitive action can be taken against those in treatment for contacting the Patient Advocacy Office.

Summary of Federal Confidentiality Laws and Regulations

In accordance with 42 C.F.R. alcohol and other drug client records are subject to the following confidentiality conditions: This agency complies with these requirements.

- ❖ CMHC staff shall not convey to a person outside of the office that an individual receives our services or disclose any information identifying a client as a client or patient unless the individual consents in writing for such release of information, the disclosure is allowed by court order, or the disclosure is made to a qualified personnel for a medical emergency, research, audit or program evaluation purpose.
- ❖ Federal laws and regulations do not protect any threat to commit a crime, any information about a crime committed by a client either at the office or against any person who works for CMHC.
- ❖ Federal laws and regulations do not protect any information about suspected child abuse or neglect from being reported. Your counselor is a mandated reporter under NYS Social Services Law, Article 6, Title 6, Section 413.

A Final Word About Confidentiality...

We treat all patient information with the care required by State and Federal laws, including the fact that you receive treatment with Choices Mental Health Counseling PLLC. Exceptions may occur when allowed or required by law, including with regard to crimes committed on premises, emergencies in which we would need to seek emergency medical treatment for you, coordinating your mental health care with your other health providers, seeking payment for your services from third party payers, or abuse or neglect of children. This generally means that in order for us to communicate with anyone else regarding your treatment, you will need to sign a written consent for us to do so. Please request a "Release of Information" consent form if you wish the staff to communicate information about your treatment with third parties.

Examples of occasions when you may want to sign a release could include:

- ❖ To coordinate with the care you are receiving or have been receiving from current or past healthcare providers;
- ❖ To allow staff to share information regarding your attendance in treatment if you or your family is involved with the court system or child welfare services;

- ❖ To requisition laboratory services, when applicable, for urine drug screens;
- ❖ To assist you with applying for insurance or other benefits for which you may be eligible;
- ❖ To allow contact with a family member or other designated emergency contact;
- ❖ To allow communication with an employer, teacher, counselor, social worker, or other school staff, when applicable.

The Health Insurance Portability and Accountability Act of 1996 (HIPPA) grants individuals specific rights relating to their protected health information. See the Notice of Privacy Practices at the reception desk or on the web at choicesmhc.com.

Complaint and Grievance Procedures

- ❖ To begin the process, advise your counselor that you wish to complain about some problem with treatment you have received. Comment Cards are available in the reception area or on the web at choicesmhc.com. Complaints may concern, but are not limited to:
 - Denial of service;
 - Inadequacy of service;
 - Payment of fees;
 - Discrimination in the provision of services;
 - Violation of any rights concerning your Protected Health Information and how information is used or disclosed, or right of access to such information;
 - Any other aspect of the manner in which services are offered or delivered.
- ❖ We will assist any individual with complaints about our service. Start by speaking with your counselor. A form for a written grievance/complaint may be obtained by contacting our office at 433 Broadway, Monticello, NY 12701 or 845-513-5002. Most issues can be worked out directly by talking with the counselor. If you prefer, you may seek mediation services, or private legal counsel at your own expense.
- ❖ Formal grievances must be filed in writing. Within three working days of receiving the grievance, you will be sent written acknowledgement that includes the date the grievance was received, a summary of the grievance, overview of the grievance investigation process, a timetable for completing the investigation, and assurance of notification of the resolution.
- ❖ Within 21 calendar days of receiving the grievance, CMHC will make a resolution decision on the grievance. Any extenuating circumstances indicating that this time period would need to be extended must be documented in the grievance file and written notification given to the individual or his/her representative.
- ❖ We are always interested in receiving comments and suggestions regarding its services. *Even if you do not have a complaint, we invite your suggestions or positive comments.*

Grievance Agencies

You may file a grievance with any of the following agencies:

NYS Office of Alcoholism and Substance Abuse Services
 Patient Advocacy Unit
 501 7th Avenue
 New York, NY 10018
 Phone: 800-553-5790
 Website: oasas.ny.gov/pa

US Department of Health and Human Services
 Office for Civil Rights
 Jacob Javits Federal Building
 26 Federal Plaza - Suite 3312
 New York, NY 10278
 Phone: 800-368-1019
 Website: hhs.gov/ocr/civilrights/complaints

NYS Department of Education
 Office of Professions
 Mid-Hudson Region
 One Gateway Plaza, 3rd Floor
 Port Chester, NY 10573
 Phone: 914-934-7550 or 800-332-8106
 Website: op.nysed.gov/opd/complain.htm

NYS Division of Human Rights
 44 Hawley Street, Room 603
 Binghamton, New York 13901
 Phone: 888-392-3644
 Website: dhr.ny.gov/how-file-complaint

Health Insurance Appeals and Grievances

If your health insurance is cancelled in error, or if you are denied out-of-network coverage, and cannot resolve the matter with your insurance company directly, help from a few different State agencies may be available.

NYS Attorney General's Hotline

NYS Attorney General Eric Schneiderman maintains a hotline to assist at no cost to consumers. The bureau can help you challenge health insurers that won't cover treatment by licensed care providers or with prescription costs.

NYS Office of the Attorney General
Health Care Bureau
120 Broadway
New York, NY 10271

Patient Assistance Hotline: 800-428-9071

Web: ag.ny.gov/bureau/health-care-bureau

Note: Under a notable settlement between the Attorney General's office and ValueOptions, which administers plans for MVP Health Care ("MVP"), EmblemHealth, Inc. ("Emblem"), which includes Group Health Incorporated ("GHI"), Health Insurance Plan of Greater New York ("HIP"), Oscar Insurance Corporation ("Oscar"), and the health benefit plan for State and certain local governmental employees ("NYSHIP"), the insurers in question agreed to:

- ❖ *Remove visit limits for almost all behavioral health services, and removing preauthorization requirements for outpatient care.*
- ❖ *Base the number of treatment days or visits approved on members' needs, rather than arbitrary limits.*
- ❖ *Continue coverage of treatment pending the completion of appeals, so that treatment is not interrupted.*
- ❖ *Reimburse members for out-of-network services at the usual, customary and reasonable rate ("UCR") for the relevant behavioral health service, without applying arbitrarily applying lowered rates for non-MD providers (including Licensed Mental Health Counselors).*

The full text of the ValueOptions settlement agreement may be accessed at: ag.ny.gov/pdfs/ValueOptionsAOD-FullyExecuted.pdf.

NYS Department of Financial Services

Consumers may appeal to the NYS Department of Financial Services when an insurer or HMO refuses to cover necessary health care or out-of-network costs. If seeking out-of-network authorization, speak to your counselor about how to explain that the type or quality of services at CMHC are unavailable in your network. To file an External Appeal Application, download it at the site below and send it by fax or Certified or Registered mail to:

NYS Department of Financial Services
PO Box 7209
Albany, NY 12224

Phone: 800-400-8882

Fax: 800-332-2729

Web: dfs.ny.gov/insurance/extapp/extappqa.htm

Health plans may charge a \$25.00 fee to patients or their designees, not to exceed \$75.00 in a single plan year. *The fee is waived for patients who are covered under Medicaid, CHP, FHP, or if the fee will pose a hardship.*

NYS Office of Temporary and Disability Assistance

If the local Department of Social Services has wrongly denied you Medicaid, managed care coverage such as Hudson Health Plan or Fidelis Care NY, or other social services for which you qualify, start by asking to speak to your examiner or worker, then the Medicaid Supervisor or other administrator, Deputy Commissioner, and if necessary the Sullivan County Commissioner of Health and Family Services. If they are unhelpful or will not take your call, a Fair Hearing is your chance to tell an Administrative Law Judge from the NYS Office of Temporary and Disability Assistance, Office of Administrative Hearings, why you think the decision is wrong. You do not need an attorney for this hearing, but may contact Legal Services of the Hudson Valley (lshv.org) at 877-574-8529 for advice or representation if you prefer. (LSHV provides pro-bono legal services and representation to low-income people in the Hudson valley on a variety of civil matters.) There is no cost to you for a DSS Fair Hearing. Application forms can be downloaded from the website listed below. OTDA will issue a written decision which will state whether the local agency's decision was right or wrong, and may order the local DSS agency to correct your case.

NYS Office of Temporary & Disability Assistance Phone: 800-342-3334 or 518-474-8781
Office of Administrative Hearings Fax: 518-473-6735
PO Box 1930 Web: otda.ny.gov/hearings/
Albany, NY 12201

Mental Health Parity

An amendment passed in 2007 to the NYS Insurance Law known as “Timothy’s Law” requires health plans to cover inpatient and outpatient mental health services for adults and children. If there is a split co-pay, mental health will be charged at the specialist rate. For details, see the Insurance Department Circular Letter No. 3 at dfs.ny.gov/insurance/circltr/2007/cl07_03s1.htm or contact the Attorney General’s Healthcare Bureau (above).

Applying for Health Insurance

Individuals, families, and small businesses are eligible to apply for affordable healthcare insurance, including income-eligibility based options with Medicaid or Child Health Plus, through the NYS Insurance Marketplace. Anyone can apply for health insurance online, regardless of income level, at nystateofhealth.ny.gov.

For personalized help applying for insurance, ask for an insurance navigator at MVP/Hudson Health Plan at 845-796-3039; Fidelis Care NY at 845-380-4761; or Maternal Infant Services Network at 800-453-4666.

In addition to checking with your other healthcare providers, speak to your CMHC counselor or see our website to confirm participation in any particular plan you are considering. CMHC is in-network with MVP/HHP, Fidelis, Empire BCBS, and a variety of other health insurance plans and employee assistance programs.

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Choices Mental Health Counseling, PLLC

Thomas S. Rue, M.A., LMHC, CASAC

*Licensed by the State of New York and Certified by the National Board for Certified Counselors
AMHCA Diplomate and Clinical Mental Health Specialist in Substance Abuse and Co-occurring Disorders
Certified Clinical Mental Health Counselor, Credentialed Alcohol and Substance Abuse Counselor
US DOT qualified Substance Abuse Professional, Internationally Certified by IC & RC*

PO Box 706, Monticello, NY 12701-0706

Phone: 845-513-5002 | Cell: 845-323-9612 | Fax: 866-428-0282

Office Policies & General Information Agreement Informed Consent for Psychotherapy

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law.

WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW: Some of the circumstances where disclosure is required or may be required by law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to Thomas Rue that the client presents a danger to others. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Thomas Rue. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Thomas Rue will use his/her clinical judgment when revealing such information. Thomas Rue will not release records to any outside party unless s/he is authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client.

EMERGENCY: If there is an emergency during therapy, or in the future after termination, where we becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, we will do whatever s/he can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, we may also contact the emergency contact and/or next-of-kin whose name(s) you have provided on the intake face-sheet.

HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you so instruct Thomas Rue, only the minimum necessary information will be communicated to the carrier. Thomas Rue has no control over, or knowledge of, what insurance companies do with information he submits or who has access to it. You must be aware that submitting an invoice for reimbursement of health care services carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into large insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position. Thomas Rue uses secure electronic health record-keeping system maintained by Office Ally LLC, pursuant to a Business Associate Agreement as defined under HIPAA, which complies with applicable confidentiality laws.

LITIGATION LIMITATION: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on Thomas Rue to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon. If you are referred here as a result of a criminal charge, a full clinical summary and lab reports may be provided to the Court or to officers of the court, if you sign a Criminal Justice consent to release of information form.

CONSULTATION: Thomas Rue consults regularly with other professionals regarding matters involving his professional work with clients. When this occurs, each client's identity remains completely anonymous and confidentiality is fully maintained.

E-MAILS, CELL PHONES, COMPUTERS, AND FAXES: It is very important to be aware that computers and unencrypted email, texts, and e-faxes communication (which are part of the clinical records) can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all emails, texts and e-faxes that go through them. While data on our computers is encrypted, emails, texts and e-fax are not. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers. Our office computers, including any portable laptops or tablet devices, are equipped with a firewall, virus protection and password. We back up confidential information from our computers on a regular basis onto an encrypted hard-drive. Phone messages are transcribed and sent to Thomas Rue via unencrypted emails. Please notify Thomas Rue if you decide to avoid or limit, in any way, the use of email, texts, cell phones calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted email, texts or e-fax or via phone messages, will assume you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and he will honor your desire to communicate on such matters. *Please do not use texts, email, voice mail, or faxes for emergencies.*

RECORDS AND YOUR RIGHT TO REVIEW THEM: New York State law and the standards of Thomas Rue's profession require that he keep treatment records for at least for 6 years or until the patient turns 22 years of age, whichever is longer. Please note that clinically relevant information from emails, texts, and faxes are part of the clinical records. Unless otherwise agreed to be necessary, Thomas Rue retains clinical records only as long as is mandated by State law. If you have concerns regarding the treatment records, please discuss them with Thomas Rue. As a client, you have the right to review or receive a summary of your records, except in limited circumstances or when Thomas Rue assesses that releasing such information might be harmful in any way. In such a case, Thomas Rue will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, Thomas Rue will release information to any agency or person you specify unless he assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, Thomas Rue will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact Thomas Rue between sessions, please leave a voicemail at **845-513-5002**. Your call will be returned as soon as possible. *Please do not leave voicemail messages on our cell phones as they may not get quick attention.* We check messages at least daily during the daytime only, unless out of town. If an emergency situation arises, indicate it clearly in your message. If you need to talk to someone right away call Mobile Mental Health Crisis Services for Sullivan County at **845-791-7123** or **800-710-7082** (24-hour crisis line) or the Police at 911. *Please do not use email or faxes to reach us regarding emergencies. We do not always check email or faxes daily.*

PAYMENTS & INSURANCE REIMBURSEMENT: You are responsible for any applicable co-pay, deductible, and payment in full for services not covered by your insurance plan. We welcome personal checks, with the understanding that you will be responsible for a service charge double the amount charged by our bank (to cover our expense and processing time), as well as making good on the face amount of any returned checks. If you are being considered for discharge and have an unpaid balance, you will need to resolve the debt before a positive discharge can be documented. Clients are expected to pay the standard fee of \$130.00 per hour (or \$40.00 for group counseling), or any co-pay which may be due under your insurance plan, at the end of each session unless other arrangements have been made. Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify Thomas Rue if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. The office will provide you with a copy of your receipt upon payment or on a monthly basis, which you can then submit to your insurance company for reimbursement, if you so choose. As was indicated in the section, *Health Insurance & Confidentiality of Records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Thomas Rue and Choices Mental Health Counseling PLLC can use legal or other means (courts, collection agencies, etc.) to obtain payment.

MEDIATION & ARBITRATION: All disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement

of Thomas Rue and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in (your county, state) in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed.

Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Thomas Rue can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. Thomas Rue will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Thomas Rue may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, Thomas Rue is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. Thomas Rue does not provide child custody evaluation recommendations, medication prescription recommendation, nor legal advice, as these activities do not fall within his scope of practice.

TREATMENT PLANS: Within a reasonable period of time after the initiation of treatment, Thomas Rue will discuss with you his/her working understanding of the problem, treatment plan, therapeutic objectives, and his/her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Thomas Rue's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits.

TERMINATION: As set forth above, after the first couple of meetings, Thomas Rue will assess if he can be of benefit to you. Thomas Rue does not work with clients who, in his opinion, he cannot help. In such a case, if appropriate, he will give you referrals that you can contact. If at any point during psychotherapy Thomas Rue either assesses that he is not effective in helping you reach the therapeutic goals or perceived you as non-compliant or non-responsive, and if you are available and/or it is possible and appropriate to do, he will discuss with you the termination of treatment and conduct pre-termination counseling. In such a case, if appropriate and/or necessary, he would give you a couple of referrals that may be of help. If you request and authorize it in writing, Thomas Rue will talk to the health care provider of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Thomas Rue will give you a couple of referrals that you may want to contact, and if he has your written consent, he will provide her or him with the essential information needed. You have the right to terminate therapy and communication at any time. If you choose to do so, upon your request and if appropriate and possible, Thomas Rue will provide you with names of other qualified professionals whose services you might prefer.

DUAL RELATIONSHIPS: Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Thomas Rue's objectivity, clinical judgment or can be exploitative in nature. Thomas Rue will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. It is important to realize that in some communities, particularly small towns, small communities, military bases, university campuses, spiritual and rehabilitation communities, etc., multiple relationships are either unavoidable or expected. Thomas Rue will never acknowledge working with anyone without his or her written permission. Many clients have chosen Thomas Rue as their therapist because they knew him/her before they entered therapy with him/her, and/or are personally aware of his/her professional work and achievements. Nevertheless, Thomas Rue will discuss with you the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know which ahead of time. It is your responsibility to advise Thomas Rue if the dual or multiple relationship becomes uncomfortable for you in any way. Thomas Rue will always listen carefully and respond to your feedback and will discontinue the dual relationship if he finds it interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

SOCIAL NETWORKING AND INTERNET SEARCHES: At times, we may conduct a search of the public web or publicly available online directories on my clients before the beginning of therapy or during therapy. If you have concerns or questions regarding this practice, please discuss them with me. I do not accept "friend requests" from current or former clients on social networking sites such as Facebook. To prevent a compromise to privacy and confidentiality, I do not add clients as friends on these sites and/or communicating via such sites. For this same reason, I ask that clients not communicate with me by way of any interactive or social networking web sites.

CANCELLATIONS: You are responsible for 50% of the usual fee for any block of time reserved for individual, couple, or family sessions unless 24 hours advance notice is given. Most insurances do not reimburse for missed appointments. If you are going to miss a group session for which you are scheduled, please call and leave a message on the office voicemail, with the reason, for purposes of recording and monitoring attendance.



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RECEIPT

Please detach, sign, and return this page to be kept on record.

I have received a copy of the Client Handbook, which contain Office Polices, General Information, Informed Consent and Notice of Privacy Practices, *revision dated June 28, 2015.*

This document may be revised from time to time. Whenever you wish, an additional or updated copy may be downloaded from the web at choicesmhc.com/?q=handbook.

Client's Name (print) _____

Signature: _____ Date: _____

Client's Name (print) _____

Signature: _____ Date: _____

Thomas S. Rue, MA, LMHC, CASAC

Date: _____