

Mental Health Related Emergency

Purpose:

To ensure that a client and/or parent or guardian is educated on how to handle a mental health related emergency. A mental health related emergency is defined as: Any incident verbal or physical that potentially threaten the well-being of a client or relative; suicidal thought or threats, homicidal thoughts or threats as well as self-mutilation all constitute a mental health emergency.

Policy:

When a therapist is **not** available to a client for emergency purposes, all clients will be directed through voice mail message to follow their Safety Plan. Clients/guardians may contact their BHP/TCM for consultation, call NorthKey crisis line (859) 578-3262, go to an emergency room (such as SUN Behavioral Health, 820 Dolwick Drive, Erlanger, KY 41018, (859) 429-5188), or call 911. Clients/guardians may also connect with a trained counselor by calling, chatting or texting 988. If an extreme / true mental health related emergency occurs, the therapist must advise the client and/or parent guardian to call 911. **When in doubt, call 911.**

If a true mental health-related emergency occurs, therapist must advise client and/or guardian to follow their safety plan and call 911 as you would do with any other health emergency. If you will be using insurance, it may be advisable to contact your insurance company to ask which hospitals are covered by your plan.

Procedure:

All Incidents will be documented on session record note. The BHP of record will follow up with the report and make sure treatment has been obtained. If client and or guardian do not follow recommendations, the BHP will work with the appropriate legal agencies to help achieve treatment for the client.

All information will be documented on session record note and filed in the client's electronic chart.

All incidents will be required to be reported in the agency monthly staff/supervision meetings. The team will review the incident and utilize the information to better deal with future risk management and mental health emergency related issues.

Freedom of Choice

Purpose:

To ensure that a client and/or their parent or guardian is indeed offered and has reviewed the list of providers available to them for the type of service they are approved for through National Health Services and Kentucky Medicaid for the region they reside.

Policy:

The provider is required to make sure the client and/or guardian is aware that they have choices in regards to whom is providing them therapy. The provider must supply the client and/or parent/guardian a list to review and a provider will be chosen from that list.

Provider will have the client and/or parent/guardian sign and date the "Freedom of Choice" form provided to them at the time Intake Information is gathered.

A list of Medicaid providers can be found at:

<https://prdweb.chfs.ky.gov/ProviderDirectory/PDSearch.aspx>

Client Rights and Responsibilities

Purpose:

To ensure and protect the rights of persons receiving treatment through Mebs Counseling in accordance with the standards applicable by the profession the therapist is governed.

Policy:

Client Rights:

- 1) Clients are entitled to receive services offered regardless of sex, race, color, religion, national origin, age, and degree of disability as long as the agency has the capabilities and/or facilities to provide the treatment indicated.
- 2) Clients have a right to confidentiality. Client records are available to agency therapist only as needed for treatment or administrative duties.
- 3) No client information may be released to any other agency or individual without prior written authorization of client, parent or legal guardian.
- 4) Clients have the right to obtain access to personal health information as stated by HIPAA.
- 5) Clients have the right to be treated with dignity and respect.
- 6) Clients have a right to a program of treatment specially designed for their individual needs.
- 7) Clients have a right to appropriate assessment in determining treatment needs.
However, if client refuses to cooperate or participate in a recommended treatment but is assessed as being a danger to self or others the appropriate authorities will be notified in order to ensure the safety of client. A follow up phone call by BHP will be completed within 24 hours to ensure the client has received treatment and this will be documented on session record notes and kept in client's file. The agency may limit services.
- 8) Clients have a right to be informed of risks, benefits, and side effects of treatment.
- 9) Clients have a right to reasonable privacy during treatment.
- 10) Clients have a right to a written copy of Privacy Practices
- 11) Clients have the right to terminate services at any time.
- 12) Clients have a right to complain if they believe their rights or the rights of someone else have been violated.
- 13) Clients will not have any intrusive procedures (such as pat downs or strip searches), and restrictions of privileges will not occur within MEBS Counseling programming.
- 14) Clients have a right to be free from mental, verbal, sexual and physical abuse, neglect, exploitation, isolation and corporal or unusual punishment, including interference with daily functions of living.

Client Responsibilities:

In addition to rights while receiving treatment, the clients also have a number of responsibilities to self and to MEBS Counseling

- 1) Clients have the responsibility to participate actively and honestly in treatment. In many cases, particularly when the client is a child or adolescent, effective treatment requires active involvement and participation of parents or other family members.
- 2) Clients have the responsibility to keep scheduled appointments or to give notice of cancellation if client will be unable to keep an appointment.
- 3) Clients have the responsibility to treat others with dignity and respect.
- 4) Responsible for asking questions about any policy procedure, or treatment which they do not understand or agree.
- 5) Responsible for carefully reading and understanding any papers they may be asked to sign in relation to treatment.
- 6) Responsible to honor their financial contract by paying for services received at the agreed-upon times and/or terms. The client is also responsible for providing this agency with all information necessary for billing commercial insurance and/or Kentucky Medicaid.
- 7) Clients have the responsibility to not bring illegal drugs, legal drugs, prescription medication, weapons, or other item not permitted, onto MEBS Counseling property. Consequences of such actions will lead to client being asked to leave, or police/EMS involvement if necessary.

Permission for Treatment and Informed Consent

Purpose:

To ensure client and /or guardian are fully aware of all services available to them through Kentucky Medicaid.

Policy & Procedure:

At time of Intake the agency provider will explain to client and/or guardian that by signing the intake information form, they are giving MEBS Counseling permission to treat the client.

During intake, the provider will address the benefits of treatment, the risk of receiving the service, the expected outcomes and the expected time frame to receive services by referencing the Therapeutic Practice represented KAR Codes (Social Work 201 KAR 23:080 section 4 listed below:

201 KAR 23:080 Section 4 Informed Consent:

(1) A Behavioral Health Professional shall obtain informed consent from the client and/or legal guardian in writing to provide a Therapeutic service. To obtain informed consent, a Behavioral Health Professional (Social Worker-LCSW/CSW, Psychologist, Clinical Counselor-LPCC(A), Marriage and Family Therapist/Associate, Licensed Professional Art Therapist-LPAT) shall inform the client of the following:

- (a) The client's condition
- (b) The recommended social work service
- (c) Reasonable expectations of the benefits from the service
- (d) Possible foreseeable risks or negative consequences of the service
- (e) Possible alternative services; and
- (f) The right to refuse service

(2) A BHP shall obtain written informed consent from the client or his legal guardian before audio taping or videotaping the client.

(3) A BHP shall inform a client of the BHPs duties and obligations to a third party if the third party has referred the client and has a continuing interest in the client's participation in a service plan.

(4) A BHP who provides a collateral service to a family member of a client shall inform the family member about the BHPs duties and obligations to the primary client and the possible limitations of service to the family member.

(5) Informed consent required by this section shall be obtained in writing and shall expressly state the nature of the informed consent.

Financial Policy

All clients of MEBS Counseling will review the Financial Policy and sign all terms of the Financial Agreement (which is included in the initial paperwork).

Medicaid

- Upon initiation of services at MEBS Counseling, and at the beginning of each month thereafter, our administrative staff will verify Medicaid coverage.
- It is the responsibility of the client and/or guardian to maintain their Medicaid coverage.
 - If the Medicaid coverage is lost or goes inactive, it is the client's responsibility to contact Medicaid and/or their Managed Care Organization and submit any documentation needed to reinstate their coverage.
 - Non-Emergency services may be suspended until coverage becomes active again.
 - If coverage is lost entirely without another insurance policy in place, but the client wishes to continue services, they may do so as a "self-pay" client, meaning the client must pay out-of-pocket for services, and are subject to our self-pay policies as explained in the corresponding section below. If this is not possible, the client can be referred to the Community Mental Health Center.
- If at any time an additional insurance policy is added, it is the responsibility of the client and/or guardian to provide that information to MEBS Counseling.
 - In this case, the commercial policy becomes the primary insurance, Medicaid becomes secondary, and the policies of commercial insurance, explained in the Commercial Insurance section below, then apply.
- If Medicaid is the primary coverage, our office will bill Medicaid for services rendered.
- If it is determined you are subject to co-pays as reported on the Medicaid online portal, co-payment will be required at the time of service.

Commercial Insurance

- Upon initiation of services at MEBS Counseling, and on the first business day of each month, our administrative staff will verify the insurance information that you provided.
 - While we make every effort to confirm coverage and that our services and providers are covered under your plan, we cannot guarantee any information that is provided to us by your insurance company or that your insurance company will pay for our services.
 - It is the client's responsibility to maintain their coverage and/or report any changes or additions to their coverage to MEBS Counseling.
 - Services will be suspended for inactive coverage and will not begin again until coverage is confirmed active by our office.
 - If coverage is lost, you can choose to continue services as a "self-pay" client, and you will be responsible for out-of-pocket payment as described in the self-pay policy below.
- We will bill your insurance company for services, but you may be responsible for all or a portion of your bill due to co-payments, deductibles, and/or co-insurances.
 - After your primary insurance company processes your claims, any balance remaining is the client's responsibility.

- A credit card on file is required in order to simplify billing and ensure timely payments of co-pays, deductible, and/or co-insurances as described below in the **Credit Card on File** section.

Self-Pay

- Upon initiation of services, the client will sign and agree to all terms of the Self-Pay section of the Financial Agreement.
- Our base rates are as follows:

Psychotherapy:

| | |
|----------------------------------|----------|
| 1 hour Psychotherapy session: | \$125.00 |
| 45-minute Psychotherapy session: | \$93.75 |
| 30-minute Psychotherapy session: | \$62.50 |

Collateral Work (phone calls, meetings, email review, letters, etc.): \$25.00 per 15 minutes

Autism Evaluation: \$1,500.00

Diagnostic Assessment and Report: \$1,000.00

Psychoeducation Group: \$50 / hour

***Lower rates / sliding scale fee schedule may apply under special circumstances and will be determined prior to starting services. Limited slots are available and are based on financial need. Sliding scale applications require proof of income and are reviewed every year.**

Cancellations and No-Shows

- MEBS Counseling requests a minimum of 24hrs notice for cancellations.
- Commercial Insurance and Self-Pay Appointments that are cancelled with less than 24hrs notice will be charged a Late Cancel Fee of \$50.00 and the card on file will be charged.
- Commercial Insurance and Self-Pay clients who miss an appointment without notice will be subject to a No-Show Fee which is equivalent to the full session rate and the credit card on file will be charged.

Credit Card on File:

To streamline billing and ensure timely payment for services, we require all commercial insurance and self-pay clients to maintain a valid credit or debit card on file.

- Your card information will be securely stored using an encrypted, PCI-Compliant payment processing system.
 - We use a HIPAA-compliant system to store and process card information securely.
 - No member of our staff has access to view full details after entry into the system.
- Your card may be charged in the following circumstances:
 1. Self-pay / out-of-pocket fees will be charged at the time of service.
 2. Co-payments are due and will be charged at the time of service.

3. Coinsurance, deductibles, and services not covered by your provider will be charged after the insurance company processes the claim to let us know the amount that is your responsibility.
 4. Missed appointments (no-shows) or late cancellations as described above in our cancellation policy.
- Our system automatically generates a receipt and it will be sent to the patient portal for your review.
 - We will also alert you to any issues with your insurance, or if an unexpected balance occurs, before your card is charged.
 - If the card on file has expired or is declined, we will contact you to get updated payment information.
 - Services will be paused until a valid form of payment is provided.

Additional Information

- We can also accept cash and check payments in office, during normal business hours, at the time of, or prior to your scheduled session. If the session is after normal business hours, your provider may collect the cash/check and turn into the billing department on your behalf.
- If a balance is incurred, the outstanding balance will need to be paid, before scheduling future appointments, unless a payment plan is in place.
- **Payment Plan:**
 - 50% payment of the current balance, in addition to the current session fee, is due in order to schedule a future appointment.
 - The current session fee and 50% of the outstanding balance will be due at each session until the accrued balance has been paid off.

Sliding Scale Fee Policy

To support equitable access to care, MEBS Counseling uses a sliding fee scale based on household income and family size. We maintain transparency with clients about how the scale works:

- **Clarify Eligibility:** Clients are asked to fill out an application and provide income verification (e.g., tax returns, recent pay stubs, or benefits letters) to billing staff for determination of eligibility.
- **Visibility:** The sliding scale is displayed in the office and on our website so clients can easily determine which category they fall into.
- **Use of Clinical Student Interns:** If a clinical student intern is available, this is the first option presented to potential clients, with careful consideration and respect for the complexity of the client's presenting issues.

| Level | Income Range | Fee |
|----------|---------------------|----------|
| Level 1 | 100% FPL and lower | \$25.00 |
| Level 2 | 101% - 125% FPL | \$50.00 |
| Level 3 | 126% - 150% FPL | \$62.50 |
| Level 4 | 151% - 175% FPL | \$75.00 |
| Level 5 | 176% - 199% FPL | \$100.00 |
| Full Fee | 200% FPL and higher | \$125.00 |

**These rates are for a 1-hour session.*

**Clients who fall above 200% of the Federal Poverty Guidelines are expected to pay the full standard fee unless other arrangements are approved on a case-by-case basis. Applications can be obtained at the front desk.*

Grievance Policy

It is the policy of this agency that all clients have the right to file a grievance. A client or a family member acting on behalf of a client may file a grievance either verbally or in writing. The agency policy and procedure for filing a grievance will be displayed in the agency lobby, and each patient shall be informed of the grievance policy upon their initial intake. A client may request a copy of this grievance policy at any time.

- A grievance can be filed either verbally or in writing by a client or legal representative
- Verbal and written grievances are to be filed using a Grievance Form, which may be completed by the client or legal representative, or by the agency employee receiving the grievance information from the client or legal representative
 - The Grievance Form shall include:
 - Client name
 - Legal representative name (*if applicable*)
 - Date of Birth
 - Member ID#
 - Date of Complaint
 - Date of Service/Date problem occurred
 - Brief description of grievance, including dates of concern and individuals involved
 - Contact information of person filing grievance
 - Brief description of grievance resolution
- Grievances shall be reviewed by the Executive Director within five (5) business days, or sooner, as the situation requires
- A meeting with involved employee(s) will take place within seven (7) working days to determine direction
 - The involved employee(s) shall not be allowed any contact with the client and/or legal representative during the grievance investigation to protect the client and/or legal representative from interference, coercion, discrimination, or reprisal
 - If it is agreed on by the Executive Director and the recipient and/or legal representative on how to resolve the issue and the grievance does not violate any KRS codes, the issue will be considered resolved within agency
 - Grievances not resolved by the Executive Director will result in the recipient and/or legal representative being referred to the appropriate external resource for resolving the grievance:

The Office of the Ombudsman
Cabinet for Health and Family Service
275 E. Main Street 1E-B
Frankfort, KY 40621
(502) 564-5497

Kentucky Board of Social Work
125 Holmes Street, Suite #310
Frankfort, KY 40601
(502) 564-2350

Kentucky Board of Licensed Professional Counselors
911 Leawood Drive
Frankfort, KY 40601
(502) 782-8803

Kentucky Board of Examiners of Psychology
911 Leawood Drive
Frankfort, KY 40601
(502) 782-8817

Kentucky Board of License for Marriage and
Family Therapists
911 Leawood Drive
Frankfort, KY 40601
(502) 782-8809

Kentucky Board of Licensure for Professional
Art Therapists
500 Mero Street
Frankfort, KY 40601
(502) 892-4258

Confidentiality

Purpose:

To protect the privacy of all clients.

Policy:

MEBS Counseling assumes a protective role regarding the disclosure of information about clients served and has procedures governing the disclosure of such information including instances where the client served may be dangerous to him or herself or others.

Anyone seeking information on a client must follow agency policy and procedures which includes the completion of a Release of information, written consent of the client or family served. If the client is an adult or minor who is incapable of providing informed consent, consent is obtained from the legal guardian. The agency may obtain legal counsel regarding the confidentiality of records under certain conditions such as unusual or special information request about a client or their family. Copies of any signed release of information forms will be placed in the client's file.

Procedure:

All information concerning a client or their family is maintained in a confidential manner. The release of information will be signed at the time the Intake information is gathered and renewed on an as needed basis. Unless revoked sooner, a release of information is valid throughout the course of treatment + 180 days unless otherwise specified on the release of information form.

A HIPAA Consent form and Notice of Privacy Practices will be reviewed with client/legal guardian at the time of intake. The use of photographs and videotapes of clients require guardian/clients' consent.

Policy on Non-Discrimination

Purpose:

To ensure that all clients are treated equally and without discrimination on the basis of race, color, gender, socioeconomic status, marital status, national or ethnic origin, age, religion/creed, disability and political or sexual orientation.

Policy:

In the event that discrimination complaint is filed based on any of the following: race, color, gender, socioeconomic status, marital status, national or ethnic origin, age, religion/creed, disability and political or sexual orientation, MEBS Counseling will assess such validly and take appropriate actions:

- Meeting with Executive Director
- Report to the appropriate Licensing Board
- Report to Case Manager and/or Case Management Agency
- All recommendations and requirements will be followed from all governing boards.

Procedure on How a Complaint is Handled:

If a written or verbal complaint is issued by a recipient and/or parent/guardian regarding MEBS Counseling and/or any agency provider concerning discrimination, a written note will be documented and filed and a phone call to the appropriate Licensing Board will be made within 24 hours of receipt of complaint. The Licensing Board recommendations will be followed and noted in agency's file and/or the agency provider's file.

MEBS Counseling
4339 Winston Avenue
Covington, KY 41015
Phone: (859) 835-2573
Fax: (859) 727-6327
www.mebsky.org

NOTICE OF PRIVACY PRACTICES

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.
PLEASE REVIEW THIS NOTICE CAREFULLY.**

Your health record contains personal information about you and your health. This information, which may identify you and relates to your past, present or future physical or mental health or condition and related health care services, is referred to as Protected Health Information (“PHI”). This Notice of Privacy Practices describes how we may use and disclose your PHI in accordance with applicable law. It also describes your rights regarding how you may gain access to and control your PHI.

We are required by law to maintain the privacy of PHI and to provide you with notice of our legal duties and privacy practices with respect to PHI. We are required to abide by the terms of this Notice of Privacy Practices. We reserve the right to change the terms of our Notice of Privacy Practices at any time. Any new Notice of Privacy Practices will be effective for all PHI that we maintain at that time. We will provide you with a copy of the revised Notice of Privacy Practices by posting a copy on our website, sending a copy to you in the mail upon request, or providing one to you at your next appointment.

HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU:

For Treatment. Your PHI may be used and disclosed by those who are involved in your care for the purpose of providing, coordinating, or managing your health care treatment and related services. This includes consultation with clinical supervisors or other treatment team members. We may disclose PHI to any other consultant only with your authorization.

For Payment. We may use or disclose PHI so that we can receive payment for the treatment services provided to you. This will only be done with your authorization. Examples of payment-related activities are: making a determination of eligibility or coverage for insurance benefits, processing claims with your insurance company, reviewing services provided to you to determine medical necessity, or undertaking utilization review activities. If it becomes necessary to use collection processes due to lack of payment for services, we will only disclose the minimum amount of PHI necessary for purposes of collection.

For Health Care Operations. We may use or disclose, as needed, your PHI in order to support our business activities including, but not limited to, quality assessment activities, employee review activities, reminding you of appointments, to provide information about treatment alternatives or other health related benefits and services, licensing, and conducting or arranging for other business activities. For example, we may share your PHI with third parties that perform various business activities (e.g., billing or typing services) provided we have a written contract with the business that requires it to safeguard the privacy of your PHI. For training or teaching purposes PHI will be disclosed only with your authorization.

Required by Law. Under the law, we must make disclosures of your PHI to you upon your request. In addition, we must make disclosures to the Secretary of the Department of Health and Human Services for the purpose of investigating or determining our compliance with the requirements of the Privacy Rule.

Following is a list of the categories of uses and disclosures permitted by HIPAA without an authorization.

Abuse and Neglect
Emergencies
National Security

Judicial and Administrative Proceedings
Law Enforcement
Public Safety (Duty to Warn)

Without Authorization. Applicable law and ethical standards permit us to disclose information about you without your authorization only in a limited number of other situations. The types of uses and disclosures that may be made without your authorization are those that are:

- Required by law, such as the mandatory reporting of child abuse or neglect or mandatory government agency audits or investigations (such as the social work licensing board or health department)
- Required by Court Order
- Necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. If information is disclosed to prevent or lessen a serious threat, it will be disclosed to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.

Verbal Permission. We may use or disclose your information to family members that are directly involved in your treatment with your verbal permission.

With Authorization. Uses and disclosures not specifically permitted by applicable law will be made only with your written authorization, which may be revoked.

YOUR RIGHTS REGARDING YOUR PHI

You have the following rights regarding your personal PHI maintained by our office. To exercise any of these rights, please submit your request in writing to our Privacy Officer at 503 Watson Road, Erlanger, KY 41018:

- **Right of Access to Inspect and Copy.** You have the right, which may be restricted only in exceptional circumstances, to inspect and copy PHI that may be used to make decisions about your care. Your right to inspect and copy PHI will be restricted only in those situations where there is compelling evidence that access would cause serious harm to you. We may charge a reasonable, cost-based fee for copies.
- **Right to Amend.** If you feel that the PHI we have about you is incorrect or incomplete, you may ask us to amend the information, although we are not required to agree to the amendment.
- **Right to an Accounting of Disclosures.** You have the right to request an accounting of certain of the disclosures that we make of your PHI. We may charge you a reasonable fee if you request more than one accounting in any 12-month period.
- **Right to Request Restrictions.** You have the right to request a restriction or limitation on the use or disclosure of your PHI for treatment, payment, or health care operations. We are not required to agree to your request unless the request is to restrict disclosure of PHI to a health plan for purposes of carrying out payment or health care operations, and the PHI pertains to a health care item or service that you paid for out of pocket. In that case, we are required to honor your request for a restriction.
- **Right to Request Confidential Communication.** You have the right to request that we communicate with you about medical matters in a certain way or at a certain location.
- **Breach Notification.** If there is a breach of unsecured protected health information concerning you, we may be required to notify you of this breach, including what happened and what you can do to protect yourself
- **Right to a Copy of this Notice.** You have the right to a copy of this notice.

COMPLAINTS

If you believe we have violated your privacy rights, you have the right to file a complaint in writing with our Privacy Officer, at 4339 Winston Ave., Covington, KY 41015, or with the Secretary of Health and Human Services at 200 Independence Avenue, S.W., Washington, D.C. 20201, or by calling (202) 619-0257.

We will not retaliate against you for filing a complaint.

Code of Ethics

Purpose:

All personnel are committed to a belief in the dignity and worth of the individual human being. They shall maintain integrity with respect to their duties as they come in contact with clients, other service providers and the public.

Policy:

All Mebs Counseling providers shall abide by the Code/Principles of Ethics of that organization/profession.

Client Care:

- 1) Treat all individuals served with respect and dignity.
- 2) Protect rights, duties and privileges of all individuals served and address and resolve questions and concerns identified.
- 3) Inform the client of type of services provided by MEBS Counseling
- 4) Handle client transfers and termination of services in accordance with Kentucky Medicaid guidelines: Provide individuals who are discharged with adequate data and information about their care and other community resources available to them to further aid with the needs of the individual/family.
- 5) Provide confidential treatment of information relating to clients and their care.

Staff Code of Ethics:

- 1) Place the welfare and safety of the clients and their families in matters affecting them above all other concerns.
- 2) Safeguard information about a client once it is obtained. Treat as confidential and privileged information.
- 3) Do not deliberately do harm to an individual served. i.e., physically or psychologically, verbally assault, ridicule, and endanger in any way.
- 4) Be willing to recognize when it is in the best interest of clients to be released or referred to another program or individual.
- 5) Do not engage in any activity that could be construed as exploitation of clients for personal gain, be it sexual, financial, or social, such as receiving of gifts.
- 6) In the event of suspected or observed abuse, neglect or exploitation, staff shall contact proper authorities including but not limited to: CPS/APS, Law Enforcement, etc.

Missed Appointment Policy

It is understood that there are times that appointments may get overlooked and/or forgotten about, and our intention is to be as helpful to clients as possible. Therefore, Mebs Counseling will follow the below outlined procedure for missed appointments:

- After 3 missed appointments/late cancellations, the client will be sent a closure letter.
- If the client wishes to continue with services, they simply need to contact the office to resume services and these conditions of participation will be reviewed again.