

Murtis Taylor Human Services System



Client Orientation Handbook

Main Campus

13422 Kinsman Road
Cleveland, Ohio 44120
(216) 283-4400

Lovell J. Custard
President & CEO

Cynthia L. Sullivan
Board Chairman

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Murtis Taylor Human Services System



Main Campus
13422 Kinsman Road
Cleveland, Ohio 44120

Phone: 216-283-4400
Fax: 216-283-9586
Website: www.murtistaylor.info

Additional Resources

Murtis Taylor Family and Community Resource Center
13411 Union Ave
Cleveland, Ohio 44120
(216) 283-4400 ext. 2359

First Call for Help
1331 Euclid Ave.
Cleveland, Ohio 44115
211 or (216) 436-2100

The Life Exchange Center
13407 Kinsman Road
Cleveland, Ohio 44120
(216) 752-1269

The Employment Alliance
2900 Detroit Road, 3rd floor
Cleveland, Ohio 44113
(216) 875-0460

EDEN Inc.
7812 Madison Ave.
Cleveland, Ohio 44102
(216) 961-5471

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Murtis Taylor Human Services System

MISSION STATEMENT

Partnering with you to achieve a better quality of life and a healthier community through engagement, teamwork and commitment.

Murtis Taylor Human Services System (MTHSS) is a critical community resource for individuals and families in need of mental healthcare and community services. For the people MTHSS serves, we are the source of emergency assistance, community health education and vocational instruction.

Agency Discrimination Policy:

Murtis Taylor Human Services System does not discriminate or tolerate discrimination against consumers or workforce members, based on age, gender, race, national origin, sexual preference, religion, or inability to pay for services.

FUNDERS, CERTIFICATIONS, AFFILIATIONS AND ACCREDITATIONS



Dual Diagnosis Outpatient Orientation Acknowledgement

I acknowledge that I participated in and completed the Murtis Taylor Human Services System Dual Diagnosis Outpatient Orientation Program.

During the orientation, I received written information on the following: MTHSS policies and procedures, programmatic information, client expectations and responsibilities, program ground rules for group, as well as, biological and infectious disease and community resources information.

Specifically, I have received a information on:

- _____ Client Rights
- _____ Client Grievance Procedure
- _____ Client Terms of Program Participation
- _____ Federal Confidentiality Laws and Regulations
- _____ Program Ground Rules
- _____ Client Responsibilities
- _____ Hepatitis
- _____ HIV/AIDS
- _____ Sexually Transmitted Infections
- _____ Local Testing, Counseling and Educational Sites
- _____ Tuberculosis
- _____ Diabetes

Cleveland Area Free and Anonymous HIV Testing

AGAPE Program
8869 Cedar Avenue
(216) 421-1516

AIDS Taskforce of Greater Cleveland
* ^
2829 Euclid Avenue
(216) 621-0766

Care Alliance Health Centers ^
1530 St. Clair Avenue
(216) 781-6724

- **Carl B. Stokes Building**
6001 Woodland Avenue
(216) 923-5000
- **Riverview Towers Building**
1795 W. 25th. Street
(216) 619-5571

Cleveland Treatment Center * ^
Project S.A.F.E.
6001 Woodland Avenue #2121
(216) 991-7233

Circle Health Services*
12201 Euclid Avenue
(216) 721-4010

HUMADAOP ^
3305 West 25th Street
(216) 459-1222

J. Glen Smith Health Center * ^
11100 St. Clair Avenue
(216) 249-4100

Lake County Public Health Department * ^
5966 Heisley Road, Mentor, OH 44060
(440) 350-2543

The Lesbian/Gay Community Service Center of Greater Cleveland
6600 Detroit Avenue
(216) 651-LGBT (5428)

Lorain County Public Health Department * ^
9880 South Murray Ridge Road

Elyria, Ohio 44035
(440) 322-6367

Thomas McCafferty Health Center ^
4242 Lorain Road
(216) 957- 4848

MetroHealth^
2500 MetroHealth Drive
216-778-7800

- **Broadway**
6835 Broadway Avenue
(216) 957-1500
- **Buckeye**
2816 E. 116th Street
(216) 957-4000

Planned Parenthood of Greater Cleveland

- **Bedford***
25350 Rockside Road, Bedford Heights, OH 44146
(440) 232-8381
- **Old Brooklyn * ^ (blood tests only)**
3311 Broadview Road
(216) 661-0400

Nueva Luz Urban Resource Center * ^
2226 West 89th Street
(216) 651-8236

University Hospitals of Cleveland
The John T. Cary Special Immunology Unit
2061 Cornell Road
(216) 844-7890

^ denotes sites that provide HIV Testing in Spanish

*** Many sites offer Rapid HIV Testing (results in 20 minutes). Please inquire when you call.**

Organizational Ethics Statement

The Board of Directors of the Murtis Taylor Human Services System approves and supports the ethical provision of assistance to clients who participate in agency services. Murtis Taylor Human Services System will not discriminate against or refuse its services to anyone on the basis of sex, race, color, religion, national origin, age, disability, HIV/AIDS infections, sexual preference, ability to pay or notoriety of the referral source or client.

Murtis Taylor Human Services System accurately markets and promotes itself, consistent with its mission to empower individuals and families to function effectively and strengthen our communities.

Murtis Taylor Human Services System will make decisions regarding service expansion, collaboration, and affiliation in a manner consistent with our mission.

Murtis Taylor Human Services System is committed to remaining a good community citizen with sensitivity to the impact our decisions may have on surrounding neighborhoods.

Murtis Taylor Human Services System will not enter into any contractual or casual relationship that would promote a conflict with our mission.

Murtis Taylor Human Services System will use ethical and accepted billing practices with all clients, funders and regulatory agencies.

The integrity of clinical decision-making is based upon the bio-psychosocial needs of the clients and not on financial incentives.

Personal behavior and professional conduct of all Murtis Taylor Human Services System staff and Board shall be held in high regard and expected from all individuals at all times.

Potential conflicts of interest shall be identified and addressed directly by all Murtis Taylor Human Services System Board and staff on a voluntary basis. If a conflict is identified pertaining to any Board or staff person, it shall be addressed immediately.

The Murtis Taylor Human Services System Ethics Statement shall be communicated to all personnel and Board members at orientation and shall be reviewed annually by all personnel.

In the effort to share the Murtis Taylor Human Services System Ethics Statement with clients and other stakeholders, the Ethics Statement shall be posted internally and included with agency marketing literature.

Murtis Taylor Human Services System has a "no reprisal" system for personnel to use in reporting waste, fraud, abuse and other questionable activities and practices in the form of its Board of Directors' approved Corporate Compliance Program.

Available Services and Programs

Listed below are brief descriptions of the behavioral health services and programs offered by Murtis Taylor Human Services System.

ADULT & CHILDREN SERVICES AND PROGRAMS

Intake and Evaluation: An initial prescreening interview to determine the client's eligibility for services. A licensed clinician assesses the client's individual functioning and needs prior to contracting services or when significant life changes occur. The diagnostic evaluation includes obtaining information on psychosocial history, cultural and ethnic influences, presenting problems, diagnostic impression, and treatment recommendations.

Behavioral Health Psychotherapy: A licensed clinician provides time limited, structured, face-to-face clinical psychotherapy.

Case Management: Case management (CM) staff provide client driven support services directed at monitoring, managing, and stabilizing clients' psychiatric symptoms through outreach, referrals, and linkages to resources. The CM rehabilitation goal is to enable the highest level of functioning each client is capable of achieving.

Pharmacological Management: Outpatient clinic services are administered by licensed medical staff who prescribe medication, educate clients on specific medication issues and monitor client compliance with prescription medication.

Forensic Liaison: Advocates on behalf of mental health clients to insure their mental health needs are met throughout the criminal justice process.

Adult Representative Payee Services: Acts as the consumer's financial agent and responsibly remits funds for housing and basic living expenses.

Medical/Psychiatric/Nursing Services: Psychiatric clinics are located in six of the nine MTHSS facilities. Medication administration, reviews, and psychiatric evaluations are conducted by experienced clinicians.

Infectious Disease Resources: HIV and AIDS

HIV

HIV stands for Human Immunodeficiency Virus

How it is spread: You can get infected with HIV by having sex or sharing a needle with anyone who is infected, even if they don't look sick or haven't tested HIV-positive yet. Babies born to an infected mother can also be infected, as can anyone drinking the breast milk of an infected woman. The blood, vaginal fluid, semen, and breast milk of people infected with HIV has enough of the virus in it to infect other people.

There are no documented cases of HIV being spread through tears or saliva, but it is possible to be infected with HIV through oral sex or, in rare cases, through deep kissing, especially if you have open sores in your mouth or bleeding gums. Since blood supplies are now screened very carefully, the risk of getting HIV from a blood transfusion is extremely low.

How it is tested: A blood test looks for these antibodies. If you have them in your blood, it means that you have HIV infection. People who have the HIV antibodies are called "HIV-Positive".

AIDS

AIDS stands for Acquired Immune Deficiency Syndrome.

Acquired means that you can get infected with it.

Immune Deficiency Syndrome means a weakness in the body's system that fights diseases.

You don't actually "get" AIDS. If you are infected with HIV, you might later develop AIDS. Your body will try to fight the infections and make "antibodies" - special molecules to fight HIV. As the HIV disease continues, it slowly wears down the immune system. Viruses, parasites, fungi, and bacteria that usually don't cause any problems can make you very sick if your immune system is damaged.

For more information on HIV and AIDS, you may contact the following Hotline Numbers or refer to the resources on the next page.

HOTLINE NUMBERS:

Local (Cleveland): (216) 621-AIDS

Ohio Statewide AIDS Hotline: 1-800-332-2437

CDC Health Information Line: 1-800-232-4637

Infectious Disease Resources: Hepatitis

Hepatitis

Hepatitis is a serious infection that can attack and damage the liver. There are currently five identified types of Hepatitis viruses:

Hepatitis A

How it is spread: By drinking water or eating food contaminated with fecal material that contains the virus.

Symptoms: Flu-like symptoms such as fatigue, nausea, vomiting, abdominal discomfort, dark urine, and jaundice (yellowing of the skin and eyes). Liver tests may be elevated.

Treatment: Bed rest and avoidance of intimate contact. Can last between three weeks and six months. Two approved vaccines: immune globulin for short term protection for patients already exposed, and Hepatitis A for long-term protection.

Hepatitis B

How it is spread: Exposure to infected blood, unprotected sex with an infected person, sharing contaminated needles, and travel to countries with a high rate of infection. Infected mothers also may infect newborns.

Symptoms: Loss of appetite, nausea, vomiting, fever, fatigue, abdominal pain, dark urine, or jaundice. No symptoms in some people.

Treatment: Interferon Alpha vaccine is recommended for newborns, infants, and teenagers—provides immunity for at least five years.

Hepatitis C

How it is spread: Direct contact with human blood, which can occur from being pricked accidentally by a contaminated needle, injecting illegal drugs, and sharing razors or toothbrushes with an infected person.

Symptoms: More than half have no symptoms. Others have appetite loss, fatigue, nausea, fever, dark yellow urine, and jaundice. Liver tests may be elevated.

Treatment: Interferon or a combination of Interferon and the drug Ribavirin. No vaccine.

Hepatitis D

How it is spread: Contact with infected blood. Requires the Hepatitis B virus to replicate it, so it infects either at the same time as Hepatitis B or those who have already had Hepatitis B.

Symptoms: Same as for Hepatitis B but typically more severe: appetite loss, fatigue, nausea, vomiting, abdominal pain.

Treatment: Interferon Alpha for Hepatitis B may have some effect.

Hepatitis E

How it is spread: Water contaminated with fecal material, especially in developing countries, and contaminated uncooked shellfish, fruits and vegetables.

Symptoms: Abdominal pain, dark urine, fever, jaundice, nausea, and vomiting

Treatment: Bed rest, No drug treatment or vaccine.

Children and Adult Programs

ADULT PROGRAMS

Day Treatment—Channels: This program provides comprehensive psychosocial, rehabilitative and therapeutic services through group therapy. Day Treatment services help clients develop long term goals that restore the ability for independent living, socialization and learned effective life management skills. Groups meet for 3 hours at the Main Campus or Fulton location.

Residential Treatment—Therapeutic Community (TC): The adult residential care facility provides housing and support to persons recovering from serious mental illness. Residents assist with menu planning, cooking, cleaning, and day-to-day personal care skills. Groups focus on de-institutionalization, self-awareness, relationship and socialization skills, medication awareness and daily living skills. The is conveniently located near shopping and public transportation.

C.A.R.E.S: The Correctional Advocacy & Re-entry Support Program (C.A.R.E.S.) is designed to assist individuals recently released from incarceration to successfully adjust into the community. C.A.R.E.S. assists clients with re-socialization by helping them locate resources and develop skills for locating resources on their own, build supportive networks, change criminal behavior, communicate effectively to solve problems, manage psychiatric symptoms with medication and/or counseling, and through gain independence through peer support and mentoring.

Dual Diagnosis Treatment Program: This outpatient treatment program is designed for dually diagnosed individuals who experience mental illness and addiction. Often clients will abuse drugs or alcohol because they are not taking proper medication for their mental illness

CHILDREN PROGRAMS

Behavioral Healthcare— Moms-Dads-Children (MDC) Program—The MDC program provides children experiencing emotional difficulties and behavioral problems with clinical intervention, support and advocacy that improves their social, emotional and adaptive functioning in the home, school, and community. Individualized treatment is provided through:

- Psychiatric Diagnostic Evaluation, Case Management, Psychotherapy & Pharmacological Management services
- Reaching Adolescent Program (RAP) provides transitional services to ages 16-22
- School Based Services to children enrolled in the Cleveland Metropolitan School District and the Juvenile Detention Center

Please view the Youth and Adolescence Orientation Handbook for additional information

Hours of Operation*

Main Campus—Mt. Pleasant
13422 Kinsman Road
Cleveland, Ohio 44120
9:00—5:30 Monday— Friday; Sat-
urday as needed

**Buckeye Residential
Therapeutic Community**
Cleveland, Ohio 44104
24 hours/day; 7 days/week

Kathryn R. Tyler Campus
900 E. 105th Street
Cleveland, Ohio 44108
9:00—5:30 Monday— Friday

Day Treatment
13402 Kinsman Road
Cleveland, Ohio 44102
9:00—5:00 Monday— Friday;

West Side Office—Detroit
9500 Detroit Avenue
Cleveland, Ohio 44102
9:00—5:30 Monday— Friday

Garfield Office
5522 Turney Rd
Garfield, Ohio 44125
9:00—5:00 Monday— Friday;

* Variations to the stated business hours may occur to meet specific needs of the persons served or specific programs (i.e., Channels, Payee, Residential programs)

Infectious Disease Resources: Tuberculosis

Tuberculosis

Tuberculosis, also called TB, is an infection caused by a bacteria. TB usually affects the lungs, but it can spread to the kidneys, bones, brain, and other parts of the body.

There are two types of Tuberculosis:

Latent TB

You have the TB bacteria in your body, but your body's defenses (immune system) are keeping it from turning into active TB. You don't have any symptoms of TB right now and you can't spread the disease to others, however, it can become active TB.

Active TB

You have the TB bacteria in your body and they are growing and causing symptoms. If your lungs are infected with active TB, it is easy to spread the disease to others.

How it is spread: A person who has Active TB releases air that has the TB bacteria in it and then another person breathes in the bacteria from the air.

How it is tested: The most commonly used method to check for TB is the PPD skin test. A positive PPD test means you have been exposed to a person who has TB and are now infected with the bacteria that causes the disease. A positive PPD does not necessarily mean that you have TB. After having a positive PPD test, you must have a chest X-Ray and a physical exam to determine if you have Active TB. Only about 10% of people infected with the bacteria go on to develop the disease.

Symptoms: Night sweats, fever, weight loss, fatigue, cough. Some people do not develop any symptoms.

Treatment: Isoniazid, also called INH, is a medication used to treat TB. The typical course of treatment is 1 pill every day for 6 months to ensure that all of the bacteria in your lungs are killed. The medication is prescribed one month at a time, with a follow up visit each month to assess effectiveness and side effects.

Personal Safety Information

Use of Illicit and Licit Drugs

Persons served, visitors, personnel, and all other individuals are prohibited from using, selling, purchasing, or being under the influence of illicit or licit drugs on Murtis Taylor Human Services System (MTHSS) property. This policy does not prohibit the appropriate use of prescribed medications.

Illicit drugs are illegal and include marijuana, cocaine, heroin, and other depressants, stimulants, and hallucinogens. Licit drugs include the use of alcohol or the misuse of prescription drugs.

MTHSS property includes all owned, leased, or otherwise controlled building and lands, including parking lots, and vehicles.

Sanctions will be imposed on offenders as appropriate and, in addition, criminal charges may be filed for violation of this policy.

Employees are further subject to the Drug-Free Workplace Policy.

- Persons impaired by illicit or licit drugs shall not be permitted on Murtis Taylor Human Services System property.
- If an employee becomes aware of or suspects a person served is impaired while on the property, the employee shall ask the person to leave. The person may return for services when they are not impaired by substances.
- If the person served refuses to leave, Security shall be contacted for assistance.
- If an employee becomes aware of or suspects another employee is impaired while on the property, this should immediately be reported to a supervisor.
- Supervisors will consult with Human Resources to determine the most appropriate course of action.

Smoke Free Environment

Smoking of any kind outside of designated areas will be prohibited on all property owned by Murtis Taylor Human Services System including buildings, grounds, parking lots, and company owned or leased vehicles. Smoking is also prohibited inside or within 50 feet of all leased property.

Weapons

Persons served, visitors, personnel, and all other individuals are prohibited from possessing or carrying weapons of any kind while on Murtis Taylor Human Services System property, regardless of whether they are licensed to carry the weapon or not.

The only exceptions include firearms in the possession of security officers contracted by MTHSS, sheriffs, police officers, law enforcement officers and correctional officers duly authorized by law to carry such firearms and legal chemical dispensing devices sold commercially for personal protection.

Consent for Treatment

1. I hereby give my consent to the Murtis Taylor Human Services System for the following services, as applicable:
 - A. **PSYCHIATRIC DIAGNOSTIC EVALUATION:** This includes, but is not limited, to (a) psychosocial evaluation (b) psychological testing (c) psychiatric evaluation (d) assessment of abnormal involuntary movements (e) physical/neurological examination (f) lab work (g) etc.
 - B. **PHARMACOLOGIC MANAGEMENT:** This includes, but is not limited to (a) oral medication, (b) injectable medication, (c) generic, instead of brand name medication (d) seeing the doctor every ninety (90) days, etc.
 - C. **DAY TREATMENT:** This includes attending regularly scheduled treatment activities (for example: 11:00 a.m. to 2:00 p.m. Tuesdays, Wednesdays).
 - D. **COMMUNITY SUPPORT PROGRAM:** This includes, but is not limited to, coordination and advocacy of services at other agencies such as Rehabilitation Services Commission, Social Security Administration, County Department of Human Services, psychiatric hospitals, social service agencies, etc. This may be provide in an individual or group setting.
 - E. **COUNSELING/PSYCHOTHERAPY:** This includes a series of time-limited, structured, face to face sessions that focus on achieving mutually defined therapeutic goals. This may be provide in an individual or group setting.
 - F. **CASE MANAGEMENT:** This includes activities provided to assist and support individuals in gaining access to needed medical, social, educational and other services essential to meeting basic human needs.
 - G. **THERAPEUTIC COMMUNITY:** This includes residential support and rehabilitation activities that assist with symptom management and daily living skills to prepare for integration into the community.
2. I am being informed of the risks and benefits of each of the above treatment, of alternative treatments, and I have the right to refuse treatment.
3. I am aware that I have the right to education and or assessment of side-effects of psychotropic medication, and I have been informed about alternatives to medication and result of not taking medication.
4. I am aware that I have the right to refuse treatment and the Murtis Taylor Human Services System's response to the refusal or withdrawal of consent for treatment would include the following:
 - A. Reaffirmation of my rights to refuse treatment
 - B. Efforts to develop alternative approaches collaboratively with me to ensure that I will receive needed services
 - C. Efforts to ensure that I understand the implication and potential consequences of refusing or withdrawing consent for treatment

Treatment Agreement

- **CONSENT FOR TREATMENT:** I consent to such diagnostic and treatment procedures/examinations and laboratory procedures considered reasonably necessary for the care and treatment of my condition during my enrollment at Murtis Taylor Human Services System. I understand that diagnostic and treatment procedures involving material risks will be explained to me and that I will have the opportunity to ask questions concerning the associated risks, alternatives and prognosis before allowing the procedures to be performed.
- **USE OF INDEPENDENT CONTRACTORS:** I understand that some of the healthcare and human services professionals providing care, treatment and services (including Diagnostic and Laboratory Procedures) at Murtis Taylor HSS or its facilities are independent contractors, and are not agents or employees of Murtis Taylor HSS. Independent contractors are responsible for their own actions and Murtis Taylor HSS shall not be liable for the acts or omissions of any such independent contractors.
- **USE OF STUDENTS AND TRAINEES IN CARE AND SERVICES:** I understand that Murtis Taylor HSS's goals and vision include training healthcare, social work, counseling and other human services professionals and paraprofessionals. Students, interns, residents, and fellows may participate in the delivery of care and services.
- **DIAGNOSTIC AND LABORATORY PROCEDURES:** I understand that routine diagnostic and treatment procedures/ examinations and laboratory procedures considered reasonably necessary for the care and treatment will be utilized. These diagnostic and Laboratory Procedures include but are not limited to Blood tests, Urinalysis and Germline Genetic tests. Blood samples are obtained via extracting blood from a vein in the arm using a needle, or via finger prick. Genetic samples are obtained via mouth swabs. Diagnostic and Laboratory Procedures are conducted and provided via independent contractors which may or may not be co-located within a Murtis Taylor HSS facility.
- **RESEARCH AND STUDIES:** I understand that Murtis Taylor HSS may conduct medical and human services research. If I am asked to participate in a research study, I may refuse to participate and any refusal will not affect or compromise access to care or services.
- **PHOTOS FOR CLIENT IDENTIFICATION:** I understand that I may receive a request to take a photograph for inclusion into my clinical record for purposes of ensuring proper client/patient identification and I have the right to refuse. The photograph will be maintained in a secure manner. The photograph with my name may be released upon written authorization from me or authorized representative; or in situations where I have gone missing and or my safety or the safety of others, as deemed by Murtis Taylor HSS, is believed to be at risk; or as required or permitted by law. If available to Murtis Taylor HSS, a copy of the photo from my drivers license or other identification with my name may be released in situations where I have gone missing and or my safety or the safety of others, as deemed by Murtis Taylor HSS, is believed to be at risk; or as required or permitted by law.

Feedback and Input

Input from Individuals and Other Stakeholders

Murtis Taylor Human Services System values input obtained from persons served and other stakeholders. MTHSS will use the input to create and provide services that meet or exceed the expectations of the persons served, the community, and other stakeholders.

We will solicit and collect stakeholder input through a variety of mechanisms, including: annual client satisfaction surveys, annual community stakeholder surveys, client suggestion boxes, complaints, grievances and incident summaries.

This information will be analyzed to determine if the organization is meeting the current needs of and offering relevant services to the persons served and other stakeholders.

- **PHONE CONTACTS AND COMMUNICATIONS:**

I authorize and consent to Murtis Taylor HSS, its employees, representatives, contractors and agents to contact and communicate with me, my children and or my wards through phone calls.

a. I authorize Murtis Taylor HSS to call and leave messages, as a recording or with any person who answers the phone, at all numbers stored in my health record and the following number:

i. **HOME OR MOBILE NUMBER:** _____

- **AGREEMENT TO ALTERNATIVE DISPUTE RESOLUTION:**

I agree that any claim or dispute arising out of or related to contacting and communicating with me or attempting to do so by Murtis Taylor HSS or its employees, representatives, contractors or agents, except as otherwise provided herein, shall be resolved by final and binding arbitration. I agree that this provision is governed by the terms of the Federal Arbitration Act. I understand and agree that this agreement includes and encompasses any claims arising out of or relating to contacting and communicating with me or attempting to do so by Murtis Taylor HSS, provided, however, that this agreement does not include and encompass any claim or dispute by either party arising out of or related to the billing or payment for services. I understand and agree that by agreeing to arbitrate, I am waiving my right to a jury trial (if otherwise available). I understand that this agreement is also binding on any individual or entity claiming by or through me or on my behalf. I understand that this agreement is voluntary and is not a precondition to receiving services. The arbitration of any claim or dispute hereunder shall be conducted in the State of Ohio. I understand that I have the right to revoke this agreement no later than ten (10) days following signature and that, if I choose to revoke, I must request and execute a revocation form within this time period.

NOTE: If the individual signing this agreement is doing so on behalf of his or her minor child or any other person for whom he or she is legally responsible, the signature below affirms that he or she has the authority or obligation to contract with Murtis Taylor HSS for the provision of services to that minor child or other person, and that his or her execution of this agreement is in furtherance of that authority or obligation.

- **DISCLOSURE OF INFORMATION FOR TREATMENT:** I understand that Murtis Taylor HSS and its facilities are permitted to disclose protected health information about me for purposes of payment and continued care or treatment. This includes release of the identified information to any insurance company, healthcare plan or any other person or entity financially responsible for my treatment and if necessary for purposes related to filing a claim for payment and to my referring physician and any health care practitioner, nursing home, health care facility, ambulance service, home health agency, government or private agency which may provide medical, mental health, rehabilitation, social or related services to me during enrollment or upon termination or transfer from Murtis Taylor HSS.
- **AGREEMENT TO ALTERNATIVE DISPUTE RESOLUTION:** I agree that any claim or dispute arising out of or related to the provision of services to me by Murtis Taylor HSS or its employees or agents, except as otherwise provided herein, shall be resolved by final and binding arbitration. I agree that this provision is governed by the terms of the Federal Arbitration Act. I understand and agree that this agreement includes and encompasses any claims arising out of or relating to services which shall be provided to me during enrollment as well as all services provided to me by Murtis Taylor HSS in the future, provided, however, that this agreement does not include and encompass any claim or dispute by either party arising out of or related to the billing or payment for services. I understand and agree that by agreeing to arbitrate, I am waiving my right to a jury trial (if otherwise available). I understand that this agreement is also binding on any individual or entity claiming by or through me or on my behalf. I understand that this agreement is voluntary and is not a precondition to receiving services. The arbitration of any claim or dispute hereunder shall be conducted in the State of Ohio. I understand that I have the right to revoke this agreement no later than ten (10) days following signature and that, if I choose to revoke, I must request and execute a revocation form within this time period.

NOTE: If the individual signing this agreement is doing so on behalf of his or her minor child or any other person for whom he or she is legally responsible, the signature below affirms that he or she has the authority or obligation to contract with Murtis Taylor HSS for the provision of services to that minor child or other person, and that his or her execution of this agreement is in furtherance of that authority or obligation.

Freedom and Risk of Leaving an Office or Facility

NO CUSTODY AND OR CONTROL: FREEDOM AND RISK OF LEAVING AN OFFICE OR FACILITY:

Herein Client and Guardian are notified that Murtis Taylor HSS services, programs and residential facility are voluntary; Murtis Taylor HSS does not operate locked facilities and Clients, including adult wards and minor children, are able to come and go from its offices and facilities at any time; Murtis Taylor HSS does not provide supervision or monitoring of Client movements while at its offices or facilities. Clients and Guardians have the right to refuse services, treatment and residency and withdrawal at any time. By participating in services, treatment or residing in a residential facility, Clients and Guardians accept all risks to the Client's health and of the Client's injury or death that may result if a client chooses to leave a Murtis Taylor HSS office or facility.

Guardians may opt to remain at the facility or office while minor children and adult wards receive treatment or services. By allowing a minor child or adult ward to participate in services, programs or residential services regardless as to the method in which the Client arrived at the Office or facility including instances when Client was transported by Murtis Taylor HSS, Client arrived independently, or Client was transported by Guardian, Guardians understand and accept all risks to the Client's health and of the Client's injury or death that may result if a client chooses to leave a Murtis Taylor HSS office or facility.

Contact and Communication Agreement

- **AUTHORIZATION AND CONSENT TO CONTACT AND COMMUNICATE:**
I authorize and consent to Murtis Taylor HSS, its employees, representatives, contractors and agents to contact and communicate with me, my children and or my wards regarding appointments, services, products, fundraising, marketing of unsolicited products and services, events, activities, reminders and other items which Murtis Taylor HSS deems appropriate. This authorization includes contacts and communications related to me, my minor children and or my wards. In instances when attempts to contact and communicate are unsuccessful, I authorize and consent to Murtis Taylor HSS leaving messages.
- **SCOPE OF MESSAGES:**
I consent and authorize Murtis Taylor HSS to leave a detailed message regarding the purpose of the attempted contact and communication including identifying me, my minor children or wards as well as identifying Murtis Taylor HSS as the source/sender of the message. I understand that Murtis Taylor will include information describing the reason for the attempt to contact and communicate and that Murtis Taylor HSS will NOT leave information describing my health condition, diagnosis, or prognosis. I understand and assume the risk that if a third party receives, intercepts or becomes aware of said message(s), he or she may conclude that I, my minor children and or wards receive services from Murtis Taylor HSS and or may extrapolate other conclusions from the message(s).
- **EMAIL, PAGE AND TEXT CONTACTS AND COMMUNICATIONS:**
I authorize and consent to Murtis Taylor HSS, its employees, representatives, contractors and agents to contact and communicate with me, my children and or my wards through email, page and text messaging; I understand that my messaging provider may charge me for receiving messages from Murtis Taylor HSS; and I assume the financial responsibility of any and all expenses and fees regarding receiving messages from Murtis Taylor HSS.
 - a. I authorize Murtis Taylor HSS to send electronic communications including page and text messages to all numbers stored in my health record and the following number:
 - i. **MOBILE NUMBER:** _____
 - b. I authorize Murtis Taylor HSS to send email communications to all email addresses stored in my health record and the following email address:
 - i. **EMAIL ADDRESS:** _____

Psychiatric Emergencies

Suicidal Thoughts

During your recovery, thoughts of suicide may occur. PLEASE inform the treatment team of any suicidal or self-harming thoughts you may have immediately! We (your treatment team) need to know if you are experiencing any kind of suicidal or self-injurious thoughts or behaviors in order to keep your recovery moving forward.

Emergency Services

These services are provided through partnership and affiliation with Frontline Services and Mobile Crisis at (216) 623-6888.

What if I have an emergency?

If you feel that you are having a psychiatric emergency during our normal business hours (Monday through Friday) please call your case manager, therapist, psychiatrist or nurse immediately. If the emergency occurs outside of normal business hours, call any of the numbers listed below for assistance:

- Frontline Services (216) 623-6555
- Mobile Crisis (216) 623-6888
- St. Vincent's Charity Hospital (216) 861-6200

Personal Safety Plan

A Personal Safety Plan will be developed with a client (or legal guardian, if applicable) who has been or who currently is exhibiting dangerous behaviors or decompensation. The Plan will be individualized to identify the client's specific escalating behaviors and how to respond to those behaviors in a clinically safe and effective manner.

The purpose of the Safety Plan is to ensure the safety of the client or others by identifying the client's individualized triggers, symptomatic behaviors and methods to safely and clinically assist the client.

The Personal Safety Plan will identify the following specific and individualized information about the client:

- Triggers
- Coping skills
- Warning signs
- Supports
- Direct Service interventions

The client, staff, and clinical supervisor sign and date the plan. A copy of the plan is kept in the client record and also provided to the client.

HIPAA: 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 it carefully.

What is "Protected Health Information"? Protected Health Information (PHI) is information about your physical or mental health condition (past, present, or future), the provision of health care to you, or payment for that care, that includes your name, social security number, ID number, or other individually identifiable information. It may be written, electronic, or oral information.

In accordance with the law, Murtis Taylor Human Services System makes every effort to:

- 1) Protect and maintain the privacy of your past, present and future individually identifiable health information, also known as your Protected Health Information (PHI);
- 2) Tell you about your rights, privacy, and our legal duties with respect to your Protected Health Information; and
- 3) Tell you about our privacy practices and follow our Privacy Notice currently in effect.

We take these responsibilities seriously and, as in the past, we will continue to take appropriate steps to safeguard the privacy of your Protected Health Information. MTHSS will use and disclose information about you to carry out treatment, payment, and health care operations. Both Federal and State laws govern how information is used and stored, what information is disclosed, and who gets this information and we must abide by those laws and this notice. However, we reserve the right to change this notice while still protecting your past, present and future PHI. MTHSS will post revisions at all site locations. We will only disclose information about you that we are permitted to disclose. Treatment is the most important use and disclosure of your Protected Health Information. For example, your case manager, psychiatrist, nurse, and other staff involved in your care, use and disclose your PHI to diagnose your condition and evaluate your health care needs. For treatment purposes, we will not disclose information about you without your written authorization, except in circumstances that we reasonably believe are emergencies. For example, we may disclose information about you if you are in a hospital emergency room, and hospital staff request information to help them evaluate or treat you.

To receive payment for services, we may disclose information about you to insurance companies, Medicaid, Medicare, or other Federal, State and Local agencies. Your Protected Health Information may also be used or disclosed for health care operations, which refers to quality improvement activities, auditing, accreditation, licensing, and other activities that are required to meet our professional and legal obligations. For example, an auditor may see information about you, but we require that auditors agree to protect your information.

MTHSS will also disclose information about you in the following situations:

- 1) if requested by Disability Rights Ohio;
- 2) if we receive a court order signed by a judge;
- 3) if you are hospitalized at a State hospital, such as North Coast Behavioral Healthcare - North Campus;
- 4) if we are required to do so by law in situations of possible child abuse, elder abuse, or abuse of adults with DD;
- 5) if we are required to do so by law when we learn you have committed a felony;
- 6) if there is a duty to warn or protect someone from harm;
- 7) if you have a medical or psychiatric emergency and need assistance from an Emergency Department or Mobile Crisis;
- 8) if you live with an immediate family member involved in the planning, provision, and monitoring of your services and you have been informed and have not refused to share limited treatment information with them to assist in your care; and
- 9) we may contact you to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you. Outside of these uses and disclosures, we require your written authorization to release your Protected Health Information. If you authorize us to use or disclose your Protected Health Information for some purpose, you may revoke that authorization by notifying us in writing at any time. Please note that the revocation will not apply to any authorized use.

Talking to your Care Team

Referrals

If you have service needs that cannot be met by Murtis Taylor Human Services System, we will assist you in finding appropriate help including referrals to other community service organizations, support groups for specialized treatment and medical care.

Medication Problems

If you are prescribed medication as part of your treatment and experience what you believe may be side effects, please contact the agency immediately and ask to speak with a nurse.

Psychiatric Advance Directives (PADs)

Your direct service team can help you develop a Psychiatric Advance Directive (PAD). PADs are a mental health declaration that:

- Allows you to name an individual you know and trust to make decisions about your mental health treatment when you are unable to make them yourself;
- Specifies when and how the declaration is used;
- Specifically outlines the duties and rights of the person you designated to make your mental health decisions when you cannot and protects that person from liability;
- Provides that your mental health declaration designee (proxy) cannot be overridden by the designee of any other durable health care power of attorney regarding decisions about your mental health;
- Specifies that, if you have lost your capacity to make informed decisions about your mental health treatment, you will not be able to revoke or cancel the mental health declaration;
- Stipulates that, if you have a living will (a document that conveys your wishes about your treatment during an end-of-life situation when you cannot make those decisions yourself), the living will overrides the mental health declaration

For Assistance Contact: Disability Rights Ohio - 200 Civic Center Drive, Suite 300 Columbus, OH 43215 614-466-7264 | 800-282-9181

Parent/Guardian Participation Expectations

Attention Parents/Guardians:

Providing treatment for your child/children is a partnership with the parent/guardian and the mental health professional.

We expect the parent/guardian will:

- Keep Scheduled appointments or call to cancel and reschedule.
- Participate in developing the Individualized Service Plan.
- Maintain contact with the Case Manager or Therapist weekly and meet face-to-face monthly.

Children cannot be treated without parental/guardian participation.

- If three (3) consecutive appointments are missed without contacting the Case Manager, Therapist or Administrative Assistant the services may be terminated.
- When applicable, if the parent/guardian does not participate in treatment with the child, the services may be terminated.

Please see the separate Children and Adolescents Client Orientation Handbook for additional information on the services offered to children under 18 (or age 22 if still enrolled in high school).

Under the HIPAA Privacy Rule, you have the following rights regarding your Protected Health Information:

- You have the right to access and obtain copies of your Protected Health Information. You may ask your worker or his/her supervisor to assist you with this, or you may contact the Privacy Officer to make arrangements. If you request a copy of the information, we may charge a reasonable fee for the costs of copying, mailing or other supplies associated with your request. In limited situations, we may deny some or all of your request to see or receive a copy of your records, but if we do, we will tell you why in writing and explain your right, if any, to have our denial reviewed.
- You have the right to request that we amend your Protected Health Information. If you believe there is a mistake or that important information is missing, you may request that we correct, or add to the record. Please put your request in writing, tell us what you are asking for and why we should make the correction or addition, and give it to your worker, his/her supervisor, or the Privacy Officer. If we approve your request, we will make the correction or addition to your Protected Health Information. If we deny your request, we will tell you why and explain your right to file a written statement of disagreement.
- You have the right to choose how we contact you or send Protected Health Information to you. You may ask us to send your Protected Health Information to you at a different address (for example, your work address) or by different means (for example, pickup instead of regular mail). When we can reasonably and lawfully agree to your request, we will. However, we are permitted to charge you for any additional cost of sending your PHI to different addresses or by different means.
- You have the right to request that we restrict how we use and disclose information about you. We do not have to agree with your restrictions, but if we do, we must then follow the restrictions.
- You have the right to obtain a record of certain disclosures of your PHI that we make. If you request a copy of the information, we may charge a reasonable fee for the costs associated with this request.
- You have the right to authorize sharing of your PHI for purposes other than treatment, payment or health care operations.
- You have the right to a copy of this Privacy Notice, either in paper form or electronic form. We may change the terms of this notice from time to time. You can always get a copy of the current Privacy Notice from the Privacy Officer or the Client Rights Officer.

If you have questions or concerns about the use and disclosure of your Protected Health Information, or you feel your privacy rights have been

Confidentiality

MTHSS is dedicated to upholding the consumer's right to confidentiality of all information related to their treatment and service provision. We do not share any identifying consumer-related information unless we have written permission from the consumer or guardian or in cases of medical or psychiatric emergencies, or as permitted or required by law or regulation.

Access to client records is limited to employees who are providing services to those clients or otherwise have the authority or specific permission to access those records. Staff will complete the *Release of Information Form*, in order to obtain or release information about any client. Staff will explain the form so the client can make an informed consent. Each request for information, including those received from other organizations, must comply with applicable federal and state regulations.

All employees/contractors and Board members are required to retain and dispose of business documents and records in accordance with Record Retention Laws and the Record Retention and Destruction Policy.

It is the policy of Murtis Taylor Human Services System (MTHSS) to respect and uphold all rights given to clients by the Health Insurance Portability Accountability Act Privacy (HIPAA) Law . These rights include:

- You have the right to access and obtain copies of your Protected Health Information. You may ask your worker or his/her supervisor to assist you with this, or you may contact the Privacy Officer to make arrangements. If you request a copy of the information, we may charge a reasonable fee for the costs of copying, mailing or other supplies associated with your request. In limited situations, we may deny some or all of your request to see or receive a copy of your records, but if we do, we will tell you why in writing and explain your right, if any, to have our denial reviewed.

AOD Client Responsibilities and Expectations

In addition to the overall Client Expectations, MTHSS can expect an individual participating in AOD services to be responsible for:

- Be open to a significant change in attitude and behavior
- Remain free from all mood altering substances including alcohol and illicit drugs. Any prescription and non-prescription medical and over the counter drug will be reported at the time of evaluation and at any point at which such use may be medically indicated under the advice of a licensed medical practitioner
- Agree to random urine testing
- Arrive on time to all scheduled appointments. Know that being late by more than 10 minutes will mean a non-admission to the session for that day. Also know that being late more than two times may result in dismissal from the program
- Attend all scheduled sessions or call your therapist if you are unable to attend a session. Be aware that all absences must be excused and missing more than two sessions, whether avoidable or not, may result in dismissal from the program
- Participate in all areas of programming
- Complete homework assignments as agreed
- Participate in all aspects of treatment
- Attend two self-help meetings each week and provide verification of attendance
- Continue in the program until it is successfully completed. Be aware that completion of the program will be determined based on clinical progress, not on the time spent in the program

Client Responsibilities and Expectations

Clients are responsible for and expected to:

- Provide accurate and complete information about all matters pertaining to your health, including medications and past or present medical problems
 - If you refuse treatment recommendations, you must accept the consequences of your decisions
 - Notify a member of the behavioral health care team if you do not understand information about your condition or treatment
 - Report changes in your condition or symptoms to a member of your behavioral health care team
 - Act in a considerate and cooperative manner and respect the rights and property of others
 - Follow Murtis Taylor Human Services Systems' rules and regulations
 - Keep your scheduled appointments or cancel them in advance if at all possible
 - Treat staff and other clients with courtesy and respect without regard to age, gender, race, sexual preference, disability, religion or national origin
 - Cooperate with agency directions, rules, and regulations to the best of your ability
 - Keep the agency informed of changes in status affecting your Medicaid eligibility
 - Refrain from swearing or using abusive language
 - Avoid initiation of, or participation in, any situations involving violent, harmful, threatening or abusive behaviors
 - Respect and safeguard agency property, equipment and supplies
 - Not offer gifts, tips or bribes to any staff
 - Communicate problems or concerns to appropriate staff
-

- You have the right to request that we amend your Protected Health Information. If you believe there is a mistake or that important information is missing, you may request that we correct, or add to the record. Please put your request in writing, tell us what you are asking for and why we should make the correction or addition, and give it to your worker, his/her supervisor, or the Privacy Officer. If we approve your request, we will make the correction or addition to your Protected Health Information. If we deny your request, we will tell you why and explain your right to file a written statement of disagreement.
 - You have the right to choose how we contact you or send Protected Health Information to you. You may ask us to send your Protected Health Information to you at a different address (for example, your work address) or by different means (for example, pickup instead of regular mail). When we can reasonably and lawfully agree to your request, we will. However, we are permitted to charge you for any additional cost of sending your PHI to different addresses or by different means.
 - You have the right to request that we restrict how we use and disclose information about you. We do not have to agree with your restrictions, but if we do, we must then follow the restrictions.
 - You have the right to obtain a record of certain disclosures of your PHI that we make. If you request a copy of the information, we may charge a reasonable fee for the costs associated with this request.
 - You have the right to authorize sharing of your PHI for purposes other than treatment, payment or health care operations.
 - You have the right to a copy of this Privacy Notice, either in paper form or electronic form. We may change the terms of this notice from time to time. You can always get a copy of the current Privacy Notice from the Privacy Officer or the Client Rights Officer.
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Authorization to Bill

AUTHORIZATION TO BILL

I hereby authorize Murtis Taylor Human Services System (MTHSS) to submit claims to my insurance carrier and/or any Governmental Agency. I authorize the MTHSS to release any information needed for the processing of any/all claims. The Alcohol, Drug Addiction & Mental Health Services (ADAMHS) Board is a payer of the services which are funded through the Board. Member/Client identifying information necessary to pay claims may be released to the Alcohol, Drug Addiction & Mental Health Services Board, the Ohio Department of Mental Health and Addiction Services, as well as, any other relevant governmental agency.

I hereby assign benefits for medical services and other clinical services to MTHSS and all payments of such benefits are made directly to Murtis Taylor Human Services System. I agree to assume full financial responsibility for payment of all charges not covered by my insurance or designated as a deductible or co-payment by my insurance company.

I understand that if I do not present all necessary insurance information, I will be responsible for payment of all services rendered.

I certify that all information provided is true to the best of my knowledge.

Staff Responsibilities and Expectations

MTHSS care providers are responsible for and expected to:

- Listen to you without judging you and accept you for who you are
 - Help you better understand your illness
 - Help you identify your strengths and use them effectively to address any needs you may have
 - Recommend therapeutic activities between sessions
 - Teach you to relax, to cope with stress or to make positive decisions
 - Help you change your attitude toward yourself and others and improve your self-esteem
 - Prescribe medications, when necessary, to help you manage your symptoms
 - Point out patterns in your behavior or relationships that may be hindering your recovery
 - Help you take an honest look at the choices you have been making in your life to help determine if these are healthy choices for you and those around you
 - Assist you in solving problems but not fixing situations or making decisions for you
 - Provide services in a professional manner
 - Follow ethical guidelines requiring no dating, social, sexual, or business transactions either during or after your treatment
 - Decline any gifts that you might offer
 - Assist with access to community resources
 - Provide advocacy and linkage to overcome barriers
-

Additional Client Advocates

Alcohol, Drug Addiction & Mental Health Services Board of Cuyahoga County

Client Rights Officer
2012 West 25th Street, 6th Floor
Cleveland, Ohio 44113
(216) 241-3400

Ohio Department of Mental Health & Addiction Services

Consumer Advocacy & Protection Specialist: Kathryn Remer
30 East Broad Street, 11th Floor
Columbus, Ohio 43215-3430
(877) 275-6364
TTY: (888) 636-4889
Local: (614) 466-7228
Fax: (614) 466-1571
E-Mail: askODMH@mh.ohio.gov

Disability Rights Ohio

200 Civic Center Drive, Suite 300
Columbus, OH 43215
(614)466-7264
(800) 282-9181 (Toll Free in Ohio Only)
TTY: (614) 728-2553 or (800)858-3542

U.S. Department of Health & Human Services

Office of Civil Rights—Region V
233 North Michigan Avenue, Suite 240
Chicago, IL 60601
(800) 368-1019

Ohio Attorney General

Health Care Fraud Unit
150 East Gay Street, 17th Floor
Columbus, Ohio 43215-3130
(614) 466-0722 / 1-800-282-0515

For those who are deaf, hard-of-hearing, deafblind, and speech-disabled:

Relay Ohio Telephone Accessibility
771

To grieve conditions at Assisted Living or Nursing Facilities:

Long Term Care Ombudsman

Investigating Concerns
2800 Euclid Avenue, Suite 200
Cleveland, Ohio 44115
(216) 696-2719/ (800) 365-3112

To grieve Counselors, Social Workers and Marriage & Family Therapists:

Ohio Counselor, Social Worker & Marriage & Family Therapist Board
Ethics / Investigations
77 S High St., 24th Floor, Rm 2468
Columbus, OH 43215-6171
Telephone: (614) 466-0912
Fax: (614)728-7790

To grieve Psychiatrists and/or other Doctors:

State Medical Board of Ohio
Consumer / Action
30 East Broad Street, 3rd Floor
Columbus, Ohio 43215
(614) 466-3934

To grieve Nurses:

Ohio Board of Nursing
Complaints, Investigations, & Discipline
17 South High Street, Suite 660
Columbus, Ohio 43215
(614) 466-9560
E-Mail: complaints@nursing.ohio.gov

To grieve Psychologist:

State Board of Psychology of Ohio
Enforcement, Complaints, & Action
77 South High Street, Suite 1830
Columbus, Ohio 43215
(614) 466-9176

To grieve Chemical Dependency Counselors & Prevention Staff:

Ohio Chemical Dependency Professionals Board
77 South High Street, 16th Floor
Columbus, Ohio 43215
(614) 387-1110

Fee Agreement

Services to clients will be provided at the lowest possible cost that is consistent with excellence in quality of services and in compliance with the “least restrictive environment” standard.

Cost of Services

Costs and rates for each program service are to be determined at least annually. Service rates will be set using budgeted financial data and forecasted statistical data. Each type of cost will be allocated to each program service, either directly or indirectly.

Murtis Taylor Human Services System’s sliding fee scale is based on income and family size.

The Sliding Fee Schedule (A) applies to the following services:

- A. Psychotherapy and Counseling
- B. Psychiatric Diagnostic Evaluation
- C. Medication and Somatic Treatment
- D. Case Management
- E. Day Treatment

MTHSS requires payment according to the Sliding Fee Schedule (A) from individuals who receive services. Full payments are required for individuals or families whose incomes are over the State maximum income for social services eligibility. An individual or family will never be required to pay more than the actual cost of the services they received. Services are available to individuals or families whose incomes are below the State median income with 98% of the unit cost charged to the individual or family. However, MTHSS reserves the right to waive any balance owed by individual clients. All clients shall receive disclosure of all fees for which they will be responsible.

SHARES: Notice of Enrollment

Shared Healthcare and Recovery Enterprise System (SHARES):

To receive alcohol, drug addiction an/or mental health services paid for by public funds, you must provide information so that your Alcohol, Drug Addiction and Mental Health Services Board (ADAMHS) can:

- Enroll you in the County Behavioral Healthcare Plan
- Determine if you are eligible for Publicly Funded Services, and
- Pay the provider for your service through the SHARES computer system which connects the ADAMHS Board to the Ohio Department of Mental Health and Addiction Services and the Ohio Department of Job and Family Services.

Information will not be available to other state departments and public or private organizations.

All information will be kept confidential, consistent with the state and federal law. Protected Health Information (PHI) will be used only to pay for services provided to you. Demographic information will be kept without your name attached, and reported to the state departments and the Ohio Health Center Data. This information will not be available to other sources or used for other purposes. Billing information will only be kept for up to seven (7) years after you have received services and only demographic information will be kept after that time.

For questions or additional information, please contact the Privacy Officer:

Beckie Kenney
Murtis Taylor Human Services System
13422 Kinsman Road
Cleveland, Ohio 44120
(216) 283-4400 ext. 2290

- If a resolution is not reached, then the Client Rights Officer will arrange for you to present your grievance to the Executive Team, which is composed of at least three of Murtis Taylor Human Services System's Chief Officers (President and CEO, Chief Operating Officer, Chief Program Officer, and Vice President of Operations).
- The Executive Team will meet with you to discuss your concerns. If you wish, you may have assistance from the Client Rights Officer or outside representation during your meeting. The Executive Team will also speak with staff involved and may request to speak to any witnesses.
- After the meeting, the Executive Team will send to you, in writing, their findings and explanation of the resolution to your grievance. If the grievor is other than the resident, the resolution may be sent to that person only with the permission of the resident.
- If you are in a program funded by the Ohio Department of Alcohol and Drug Addiction Services, the resolution must be made within twenty-one calendar days.
- If you choose to take your grievance to an outside organization, Murtis Taylor Human Services System will provide you with a mailing address and telephone numbers to additional outside organizations.
- Please note that the residential rights follow the same process as the behavioral health client rights, however, residents should speak with the client rights officer for minor differences with filing the grievance and applicable timeframes.
- You may also choose to contact any of the agencies listed on the following page to file a grievance or to further pursue your concerns if you are dissatisfied with the resolution presented by Murtis Taylor Human Services System.

The Grievance Procedure

The Behavioral Health Grievance procedure works this way:

- It begins when you file a grievance with the Client Rights Officer. The grievance must be in writing and you must sign and date it. The Client Rights Officer will take all necessary steps to assure compliance with the grievance procedure. If needed, the Client Rights Officer can assist you with writing the grievance and will attest to its authenticity.
- The written grievance must clearly state the nature of the complaint. It should include the date and time of the incident as well as the names of all individuals involved, and a description of the incident. You have the opportunity to file a grievance within a reasonable period of time from the date the grievance occurred; however, you are encouraged to bring your complaints as soon as possible to a Client Rights Officer. The agency will assure you prompt accessibility to the Client Rights Officer.
- The Client Rights Officer will send a written acknowledgement of the receipt of your grievance within 3 business days of its receipt by Murtis Taylor Human Services System. It will include the date your grievance was received, a summary of your grievance, an overview of the grievance investigation process, a timetable for completion of the investigation and notification of the resolution, and the treatment provider contact name, address, and telephone number.
- The Client Rights Officer will investigate the grievance on your behalf, seeking a resolution to your grievance.
- Resolution to your grievance must be made within twenty business days from the time your grievance was filed. If applicable, any extenuating circumstances to extend this time period will be documented in the grievance and written notification will be given to you.
- If all involved parties are able to reach a resolution, the written resolution will be given to you and the process will be concluded.

Notice of Changes to Service Benefits

This is to inform you that a change in state law and policy may change your Ohio Medicaid health care benefits. If you are enrolled in Ohio Medicaid, you can receive alcohol and other drug and/or mental health treatment services if you have a medical need for them. These services are provided by community alcohol and other drug treatment programs or community mental health agencies certified by the Ohio Department of Mental Health and Addiction Services.

The alcohol and other drug treatment services are:
Evaluation, case management, crisis intervention, group counseling, individual counseling, intensive outpatient, laboratory urinalysis, medical/somatic administration.

The mental health services are:
Group and individual psychotherapy, diagnostic evaluation, crisis intervention, case management, pharmacologic management, and day treatment.

The specific changes to Medicaid mental health and alcohol and other drug benefits will be detailed in Ohio Administrative Code sections 5160-27-02, 5160-27-09 and 5160-27-03.

The next page is a chart that explains the annual benefit limits for each Mental Health or AOD Service.

Medicaid Mental Health Service	Annual Limit July 1—June 30	Exceptions to Annual Limits
Psychotherapy	52 hours per year	No exceptions for adults. Children (up to age 21) may receive more if your mental health provider documents you have a medical need for more services.
Psychiatric Diagnostic Evaluation with Medical (performed by a medical provider)	1 hour per year	No exceptions for adults. Children (up to age 21) may receive more if your mental health provider documents you have a medical need for more services.
Psychiatric Diagnostic Evaluation without Medical (performed by someone other than a medical provider)	1 hour per year	No exceptions for adults. Children (up to age 21) may receive more if your mental health provider documents you have a medical need for more services.
Day Treatment	Requires prior authorization of Medicaid covered behavioral health services	You may receive more of this benefit if your mental health provider documents you have a need for more service and requests prior authorization.
Case Management	104 hours per year	You may receive more of this benefit if your mental health provider documents you have a need for more service and requests prior authorization.
Crisis Intervention	No Limit	N/A
Pharmacological Management	24 hours per year	No exceptions for adults. Children (up to age 21) may receive more if your mental health provider documents you have a medical need for more services.
AOD Intensive Outpatient Treatment	12 Weeks	No exceptions for adults. Children (up to age 21) may receive more if your mental health provider documents you have a medical need for more services.

23. The right to consult with an independent treatment specialist or legal counsel at one's own expense.
24. The right to communicate freely with and be visited without staff present at reasonable times by private counsel and, unless prior court restriction has been obtained, to communicate freely with and be visited at reasonable times by a personal physician, psychologist or other health care providers, except that employees of a board, a provider, personnel of the Ohio protection and advocacy system, or representatives of the state long-term-ombudsman program may visit at any time when permitted by the Revised Code.

The right to communicate includes receiving written communications, which may be opened and inspected by facility staff in the presence of the resident recipient so long as the communication is then not read by the staff and given immediately to the resident.
25. The right to meet with staff from the Ohio department of mental health and addiction services in private.
26. The right not to be deprived of any legal rights solely by reason of residence in the facility.
27. The right to personal property and possessions:
 - (a) The right of an adult resident to retain personal property and possessions.
28. The right of an adult resident to manage his/her own financial affairs, and to possess a reasonable sum of money.
29. The right to use the common areas of the facility.

Adult residents shall have right of access to common areas at all times.
30. The right to engage in or refrain from engaging in activities:
 - (a) The right of an adult to engage in or refrain from engaging in cultural, social or community activities of the resident's own choosing in the facility and in the community.
31. The right to meet or communicate with family or guardians, and visitors and guests
32. The right to be free from conflicts of interest; no residential facility employee may be a resident's guardian, custodian, or representative with the exception of an employee that has a previously established legal relationship to a resident, e.g. parent, spouse or child if permitted by facility policy.

13. The right to have access to one's own record unless access to certain information is restricted for clear treatment reasons. If access is restricted, a treatment/ service plan shall include the reason for the restriction, a goal to remove the restriction, and the treatment/service being offered to remove the restriction.
14. The right to be informed of one's own condition.
15. The right not to be discriminated against on the basis of race, ethnicity, age, color, religion, gender, national origin, sexual orientation, physical or mental disability, developmental disability, genetic information, human immunodeficiency virus status, or in any manner prohibited by local, state or federal laws.
 - (a) The right of an adult:
 - (i) To reasonable privacy and the freedom to meet with visitors and guests at reasonable hours.
 - (ii) To make and/or receive confidential phone calls, including free local calls.
 - (iii) To write or receive uncensored, unopened correspondence subject to the facility's rules regarding contraband.
16. The right to practice a religion of his or her choice or to abstain from the practice of religion.
17. The right to be informed in writing of the rates charged by the facility as well as any additional charges, and to receive thirty days' notice in writing of any change in the rates and charges.
18. The right to reside in a class one residential facility, as available and appropriate to the type of care or services that the facility is licensed to provide, regardless of previous residency, unless there is a valid and specific necessity which precludes such residency. This necessity shall be documented and explained to the prospective resident.
19. The right to continued residency unless the facility is no longer able to meet the resident's care needs; the resident presents a documented danger to other residents, staff or visitors; or the monthly charges have not been paid for more than thirty days.
20. (The right not to be locked out of the facility at any time.
21. The right of adult residents not to be locked in the facility at any time for any reason.
22. The right to consent to or refuse treatment or services, or if the resident has a legal custodian, the right to have the legal custodian make decisions about treatment and services for the resident.

Notice of Changes Service Benefits: Filing a Dispute

Requesting a State Hearing

If you think the weekly limits for alcohol and other drug treatment services or the annual limits for mental health services are being incorrectly applied to your case, you can ask for a State Hearing. A State Hearing lets you or your representative (lawyer, welfare rights worker, friend or relative) give your reasons against this action. Ohio Department of Job and Family Services (ODJFS) staff will attend or be represented at the hearing to present their reasons for the action. The hearing officer will send you a decision after the hearing.

If you want a hearing, ODJFS must receive your request 90 days from the date your notice was mailed to you. If the 90th day falls on a holiday or weekend, the deadline will be the next work day. If ODJFS receives your hearing request within 15 days of the notice mail date, ODJFS will not stop or lower benefits until a hearing decision is issued. (Exception: Food assistance will not continue outside the certification period.)

You can ask your local Legal Aid program for free help with your case. You can call the Ohio Poverty Law Center at (614) 827-0549, the Legal Aid Society of Cleveland at (216) 861-5955 or Disability Rights Ohio Services at (614) 466-7264 for assistance.

You may request a State Hearing in any of the following ways:

- **Phone** – Call the ODJFS Consumer Access Line at 866-635-3748. Follow the instructions for State Hearings.
- **Email** – bsh@jfs.ohio.gov. In the subject, put "State Hearing Request."
- **Fax** – (614) 728-9574
- **Mail** – ODJFS Bureau of State Hearings, P.O. Box 182825, Columbus, Ohio 43218-2825
- **Contact your caseworker**

Have your information available - Please include the following information in your request or have it ready when you call:

- First name and last name.
- Address where you receive mail.
- Case number.
- Phone number where you can be reached.
- Date you received your notice (if that applies).
- Program(s) you want to request your hearing for.
- County that took the action.
- Why you want a hearing (a brief summary).

If you have any questions, please call ODJFS Consumer Access Line at (866) 635-3748 Remember to mention your notice. You can also get more information about State Hearings on the Internet at: <https://jfs.ohio.gov/ols/bsh/State-Hearing--Request-Page.stm>

Client Rights Officer

Client Rights Officer:

A Client Rights Officer is someone who investigates reported complaints and helps to achieve suitable resolutions. The designated Client Rights Officer for our agency is:

Beckie Kenney, (216) 283-4400 ext. 2290
13422 Kinsman Road, Cleveland, Ohio 44120

What are Client Rights and what can the Client Rights Officer do?

There are 21 rights made by the state of Ohio that all Behavioral Health clients are afforded. The client rights officer advocates for the rights of the client if a client feels their rights are violated. A client can make a complaint to any of their care providers and they can inform the client rights officer on the client's behalf or the client can make their complaint to the client rights officer directly. The client rights officer will work with the client to resolve the complaint as quickly as possible.

If the client feels they would like to escalate and formalize their complaint, they can make a written statement and provide it to the client rights officer. The client rights officer, or anyone who the client chooses, can help the client write their statement. Once a complaint is written and signed by the client, it becomes a grievance. Once the grievance is given to the client rights officer, the client rights officer must formally acknowledge the grievance within 3 business days and respond with a resolution, via letter, to the grievance within 20 business days.

Any client of Murtis Taylor Human Services System has the option, at any time to file a grievance with Murtis Taylor Human Services System or any outside organization, including Alcohol, Drug Addition and Mental Health Services Board of Cuyahoga County, Ohio Department of Mental Health and Addiction Services Board, Disability Rights Ohio, and/or the U.S. Department of Health & Human Services—Civil Rights regional office in Chicago.

It is important to make your concerns known to assure that the rights of those we serve are observed and respected. Communicating any concerns to the client rights officer will help to further provide a means for people receiving services to make complaints, have those complaints heard and allow for them acted on in a timely manner.

A list of Client Rights, and the grievance procedure are posted in each main reception area throughout the agency.

Residential Client Rights

1. The right to be verbally informed of all resident rights in language and terms appropriate for the resident's understanding, prior to or at the time of residency, absent a crisis or emergency.
 2. The right to request a written copy of all resident rights and the grievance procedure.
 3. The right to exercise one's own rights without reprisal, except that no right extends so far as to supersede health and safety considerations.
 4. The right to file a grievance.
 5. The right to be treated all times with courtesy and respect, and with consideration for personal dignity, autonomy and privacy.
 6. The right to receive services in the least restrictive, feasible environment.
 7. The right to receive humane services in a clean, safe, comfortable, welcoming, stable and supportive environment.
 8. The right to reasonable protection from physical, sexual and emotional abuse, neglect, and exploitation.
 9. The right to freedom from unnecessary or excessive medication, and the right to decline medication, except a class one facility which employs staff authorized by the Ohio Revised Code to administer medication and when there is imminent risk of physical harm to self or others.
 10. The right to be free from restraint or seclusion unless there is imminent risk of physical harm to self or others.
 11. The right to be advised and the right to refuse observation by others and by techniques such as one-way vision mirrors, tape recorders, video recorders, television, movies, photographs or other audio and visual technology. This right does not prohibit a facility from using closed-circuit monitoring to observe seclusion rooms or other areas in the facility, other than bathrooms or sleeping areas, or other areas where privacy is reasonably expected, e.g. a medical examination room.
 12. The right to confidentiality of communications and personal identifying information within the limitations and requirements for disclosure of resident information under state and federal laws and regulations.
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13. The right to be informed of the reason for denial of a service;
14. The right not to be discriminated against for receiving services on the basis of race, ethnicity, age, color, religion, gender, national origin, sexual orientation, physical or mental handicap, developmental disability, genetic information, human immunodeficiency virus status, or in any manner prohibited by local, state or federal laws;
15. The right to know the cost of services;
16. The right to be verbally informed of all client rights, and to receive a written copy upon request;
17. The right to exercise one's own rights without reprisal, except that no right extends so far as to supersede health and safety considerations;
18. The right to file a grievance;
19. The right to have oral and written instructions concerning the procedure for filing a grievance, and to assistance in filing a grievance if requested;
20. The right to be informed of one's own condition; and,
21. The right to consult with an independent treatment specialist or legal counsel at one's own expense.

If you have any questions or concerns, or if you would like additional information about your rights, please call Monday through Friday, 9:00 AM to 5:00 PM:

Beckie Kenney
Director of Quality Improvement
13422 Kinsman Road
Cleveland, Ohio 44120
216-283-4400, ext. 2290

Behavioral Health Client Rights

1. The right to be treated with consideration and respect for personal dignity, autonomy and privacy;
2. The right to reasonable protection from physical, sexual or emotional abuse and inhumane treatment;
3. The right to receive services in the least restrictive, feasible environment;
4. The right to participate in any appropriate and available service that is consistent with an individual service plan (ISP), regardless of the refusal of any other service, unless that service is a necessity for clear treatment reasons and requires the person's participation;
5. The right to give informed consent to or to refuse any service, treatment or therapy, including medication absent an emergency;
6. The right to participate in the development, review and revision of one's own individualized treatment plan and receive a copy of it;
7. The right to freedom from unnecessary or excessive medication, and to be free from restraint or seclusion unless there is immediate risk of physical harm to self or others;
8. The right to be informed and the right to refuse any unusual or hazardous treatment procedures;
9. The right to be advised and the right to refuse observation by others and by techniques such as one-way vision mirrors, tape recorders, video recorders, television, movies, photographs or other audio and visual technology. This right does not prohibit an agency from using closed-circuit monitoring to observe seclusion rooms or common areas, which does not include bathrooms or sleeping areas;
10. The right to confidentiality of communications and personal identifying information within the limitations and requirements for disclosure of client information under state and federal laws and regulations;
11. The right to have access to one's own client record unless access to certain information is restricted for clear treatment reasons. If access is restricted, the treatment plan shall include the reason for the restriction, a goal to remove the restriction, and the treatment being offered to remove the restriction;
12. The right to be informed a reasonable amount of time in advance of the reason for terminating participation in a service, and to be provided a referral, unless the service is unavailable or not necessary;