



GUIDE TO SERVICES

Behavioral Health



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This Guide to Services is designed to introduce you to relevant agency policies related to the provision of Therapy and Psychiatry Services.

By stating these policies clearly, we hope to ensure that you gain the best possible outcomes from the services you receive. Please take the time to review the information and feel free to speak with your JCS professional if you have any questions.

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APPOINTMENTS

All appointments following the initial evaluation will be scheduled directly with your therapist.

Please arrive on time for appointments. Clients who arrive late will not be able to make up the missed portion of their appointments. If you are more than 15 minutes late, your appointment may be rescheduled at the discretion of your provider.

Missed appointments are costly to the agency and prevent others from getting help in a timely manner.

- In consideration of staff time, we request that you inform your therapist immediately if you are unable to come to a scheduled appointment.
- Clients will be charged a “No Show/Late Cancellation fee” for appointments not cancelled a full 24 hours prior to the scheduled time. Psychiatry time will be charged at the full fee for the service.
- Repeated cancellations and missed appointments may result in the agency no longer being able to serve you.

Please Note: *You must provide documentation regarding Proof of Identity. Federal laws require that we verify the identity of individuals to whom we provide service. We therefore ask that you bring in U.S. government-issued photo identification or two other forms of ID.*

EMERGENCY COVERAGE

Please speak with your therapist about how to reach him/her for routine issues and in case of emergencies.

If you have a clinical emergency during agency operating hours that cannot wait for a return call from your therapist, please call the receptionist at 410-843-7360 for assistance.

For urgent situations that arise after JCS offices are closed, please call our ***after-hours emergency hotline, 410-531-6677*** to speak with a trained professional who will assist you and provide further instructions. Hotline staff will contact your JCS professional, if necessary. If your provider cannot be reached, another JCS professional will assist you.

If you have a life-threatening medical or psychiatric emergency, call 911 or go to the closest hospital emergency room.

FEES FOR SERVICES

As a not-for-profit agency, revenue from fees is critical to Jewish Community Services' ability to provide services to you and the rest of the community. Accordingly, we expect that all clients comply with our payment policies.

INSURANCE

JCS accepts most major private and public health insurances. If you use insurance for therapy, psychiatry or other billable services, the agency must provide insurance companies with sufficient medical information to document the need for and receipt of these services. For this reason, we ask that you:

- Provide us with a copy of your insurance information
- Sign an "Assignment of Benefits Form" which includes written authorization to release information to your insurance company.

If you have insurance but choose not to use it, you will be charged the full fee for services.

Please inform your worker of any changes to your insurance. JCS reserves the right to charge full fee for services that were denied as a result of client's failure to inform JCS of insurance changes.

FEE DETERMINATION

Funding from The Associated: Jewish Community Federation of Baltimore allows JCS to offer a sliding fee scale for therapy services. These subsidies are available for Jewish individuals and families who meet specific income and eligibility guidelines.

Documentation of income is required if you are requesting a subsidy or reduced fee. This includes your most recent tax return and other forms of income verification. If such information is not received by the second visit, additional appointments will not be scheduled or will be billed at full fee until all documentation is complete.

Once your fees have been finalized, you will sign an agreement outlining the specific cost to you of the service(s) you are receiving. You are responsible for payment of these fees as stated in the agreement.

Fees for clients receiving ongoing services are reviewed on a regular basis, as well as when JCS learns of a change in your financial situation, insurance coverage and/or upon your

PAYMENTS

- You are responsible for all deductibles, co-payments and charges for non-covered services.
- Payment of your assessed out-of-pocket fee is expected at the time of service. For your convenience, JCS accepts cash, check, MasterCard, Visa or Discover. Flexible spending account debit cards may be used for Therapy or Psychiatry Services.
Postdated checks are not permitted.
- JCS will charge a reasonable fee for each returned check in order to recoup bank fees charged to the agency.
- If you have an outstanding fee balance that you cannot resolve in one or two payments, please speak with your JCS professional to arrange a payment schedule.
- Failure to pay or to remain current with payments may prevent JCS from being able to provide services to you.
- Please be aware that JCS will pursue the collection of delinquent accounts utilizing collection personnel and legal avenues as appropriate.

CLIENT RIGHTS AND RESPONSIBILITIES

Jewish Community Services supports and protects clients' inherent rights to be informed, to have choices, to have their privacy protected, and to be treated with dignity and respect.

This section details those rights, as well as the responsibilities clients have in being an active partner in achieving their treatment goals.

CLIENTS HAVE THE RIGHT TO:

1. **Receive agency services without discrimination**, in accordance with local, state and federal law.
2. **Be protected from harm** and to be free from mental, physical, and sexual abuse, financial or other exploitation, neglect, humiliation or retaliation. All allegations of client abuse by staff members must be reported to the local law enforcement agency.
3. **Receive an explanation**, in understandable terms and language, of the charges and fees that you will be required to pay.
4. **Receive treatment**, care and services that are adequate, appropriate and in compliance with relevant state, local and federal laws and regulations
5. **Receive the information necessary to give informed consent** prior to the start of any treatment, specifically: the content and objectives of treatment; the nature and significant possible negative effects of treatment; the names, titles and roles of the staff members who are directly responsible for carrying out the treatment; and, when appropriate, other treatments, services or providers of mental health services.

6. **Receive complete and current information** about your diagnosis, treatment and prognosis in terms that you can be expected to understand
7. **Receive individualized treatment** and aftercare plans, as well as the right to appropriately participate in their development and periodic review
8. **Receive a discharge plan** that includes reasons for discharge, pertinent demographics, and alternative treatment suggestions
9. **Include family members in the treatment process** unless such participation is clinically contraindicated
10. **Refuse treatment and/or medication** to the extent permitted by law and to be informed of the consequences of these decisions
11. **Be free from physical restraints**
12. **Refuse to participate** in physically intrusive or experimental research
13. **Have all reasonable requests answered** promptly and adequately.
14. **Ask questions** or request clarification about agency services, policies or recommendations.
15. **Management of your health information** according to State and Federal regulations. Please see the attached MARYLAND NOTICE FORM for more information.
16. **Privacy and confidentiality* of any information you provide during the course of treatment.** Confidentiality shall be maintained in strict accordance with professional, ethical and legal standards.

As reflected in your welcome packet:

- A. Client records are protected under Federal confidentiality laws. Your written permission is required to obtain and/or release information about you to anyone outside the agency, including your insurance company, except where State laws and regulations mandate otherwise. Any request is subject to reasonable, cost-based preparation and copying fees.

B. Communication between a client and his/her JCS professionals is confidential. If you are receiving multiple services from JCS, your service providers will work together to ensure proper coordination and effective provision of services. Consequently, your service team will communicate with each other about your care. Please be assured that information is shared on a “need to know” basis, and that safeguards to protect your information are in place.

*** Exceptions to Confidentiality:**

- If a professional has reason to believe that a child, elderly person, or person with a disability has been subjected to abuse or neglect, the professional is required to file a report with the appropriate State agency. A report is also required when an adult reports incidents of being abused and/or neglected as a child, even if the alleged abuser is deceased.
- If your behavior endangers others or yourself, Jewish Community Services is required by law to notify the appropriate authorities.
- A minor’s right to privacy is based upon Maryland law and the professional’s discretion as to what is in the best interest of the minor. Maryland law permits children age 16 and older to consent to mental health and substance abuse treatment and thus they have the same right to privacy as do adults. In limited instances prescribed within the law, minors can seek counseling without their parent’s knowledge.
- Various licensing and accreditation review boards have a legal right to review records. The purpose of these reviews is to evaluate the agency for the quality and appropriateness of its services and the accuracy of its billing procedures.

Please note: *Should a client communicate with a provider using texts or e-mail, JCS will assume, unless explicitly told otherwise, that these communications are acceptable. However, it is important to be aware of the possible risks of using unencrypted modes of communication. See the attached MARYLAND NOTICE FORM for additional information.*

17. Be informed of any breach of confidentiality. In the unlikely event of such a breach, JCS will conduct a risk assessment to determine its impact (and to reduce likelihood of future impact).

18. Access your records. You may obtain a copy of your JCS health information upon request. Note: This right is not absolute. The agency may deny access to records if access is clinically contraindicated or in other ways might cause harm. In these situations the agency may provide a clinical summary and will report the reason for the decisions to deny access.

A. Written requests for records are preferred; however verbal communications will be accepted in appropriate circumstances. If access is granted, the agency will provide the information in either electronic or paper format. Maryland law permits JCS to charge reasonable, cost-based preparation and copying fees.

B. Clients do not have a right of access to the following:

- i. Information compiled in reasonable anticipation of or for use in civil, criminal, or administrative actions or proceedings.
- ii. Information obtained from someone other than a healthcare provider under the promise of confidentiality when the disclosure would likely reveal the source of the information.

19. Request that information in your case record be amended or corrected. The request to amend or correct may result in a review by the Director of Mental Health Services. Requests for modification may be denied, but there must be clear documentation as to the reasons for denial. If the modification is allowed, the amendment will be placed with, but will not replace the information.

20. Request a disclosure of where your personal health information has been released. Requests for disclosure must be made in writing. Disclosure records will be kept for a period of six years and must be delivered within 60 days of the request.

21. Report concerns or complaints, as well as disagreements with program decisions including (but not limited to) discharge without fear of retaliatory action by program staff. Reports should be made in accordance with the JCS complaint process as follows:

- A.** Jewish Community Services asks that you first discuss concerns directly with your JCS professional. If the issues are not settled to your satisfaction, they may then be addressed to that staff person's supervisor, program manager or appropriate Outcome Area Director.
- B.** You may file a formal complaint at any time. Written notification of your concerns is preferred. However, verbal communications will be accepted in appropriate circumstances.
- C.** Please address complaints directly to the Executive Director of Jewish Community Services (410-466-9200 / Jewish Community Services, Inc., 5750 Park Heights Avenue, Baltimore, Maryland 21215). The Executive Director or his/her designee will respond within fifteen (15) business days of receipt. In the event of an emergency, the Executive Director or designee will respond verbally within two (2) working days.
- D.** If you believe that your private information has been incorrectly released (that is, without proper authorization), you may address your concerns to the JCS Privacy Officer or the Executive Director at the above address.
- E.** If the issue has still not been resolved to your satisfaction, you may contact the Maryland Disability Law Center (410-727-6352) or the appropriate Core Service Agency (Baltimore City 410-837-2647; Baltimore County 410-887-2731; Howard County 410-313-7350).

CLIENTS HAVE THE RESPONSIBILITY TO:

1. **Be an active participant in the service(s) you receive,** ask questions if you do not understand information that is provided, and express any concerns about your ability to follow the plan. Refusal to follow the agreed-upon service plan for achieving goals may result in the discontinuation of services.
2. **Keep your appointments on time** or, if you are unable to do so, to give the agency at least 24 hours' notice of cancellation. JCS reserves the right to discontinue services to a client who fails to keep regular appointments, or fails to attend sessions for a 90-day period.
3. **Pay your agreed-upon fee** and provide the information and documentation necessary for the collection of fees (when applicable).
4. **Inform your JCS professional of significant changes** in your financial status (i.e., employment, insurance) and/or personal situation.
5. **Be an active participant** in the service(s) you receive and to follow the service plan developed in collaboration with your worker.
6. **Plan for supervision of your child(ren)** in the waiting room during your appointment. Children cannot be left unaccompanied or unsupervised in the waiting area. Clients will not be seen if they have not made appropriate arrangements.
7. **Behave and interact in a way that ensures your personal safety** and does not violate the legal or personal rights of others.
8. **Behave in a way that is respectful and considerate** to agency staff, other clients and visitors to the building.
9. **Safeguard any valuables** brought to the agency.

ADDITIONAL INFORMATION REGARDING SPECIALIZED PROGRAMS

PSYCHIATRY SERVICES:

JCS has psychiatric personnel on staff that can prescribe medications to help treat mental health or addictions problems. Medication management services are usually provided as an adjunct to counseling. Medication-only services are provided solely at the discretion of the psychiatric provider and treatment team.

DRUG/ALCOHOL SCREENING:

Clients receiving addiction services may be required to submit to supervised urinalysis/breathalyzer/saliva testing at the initial session and throughout treatment. For program purposes, failure to comply with drug/alcohol screens is considered the equivalent of a “presumed positive” result.

Clients receiving addiction services will be responsible for all drug screening fees, which can range from a few dollars to \$25 or more, depending upon the type of test requested.

MARYLAND NOTICE FORM

Notice of JCS Policies and Practices to Protect the Privacy of Your Health Information

THIS NOTICE DESCRIBES HOW BEHAVIORAL HEALTH AND OTHER SERVICE INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. USES AND DISCLOSURES FOR TREATMENT, PAYMENT AND HEALTH CARE OPERATIONS

JCS may use or disclose your Protected Health Information (PHI) for treatment, payment and health care operations purposes with your written authorization. To help clarify these terms, here are some definitions:

- **“PHI”** refers to information in your health record that could identify you. At JCS, your health record includes information concerning the history, needs assessment and provision of medication, psychotherapy and social services as relevant.

- **“Treatment, Payment, and Health Care Operations”**

Treatment is when JCS provides, coordinates, or manages your health care and other services related to your health care. An example of treatment would be when JCS consults with another health care provider, such as your family physician or a(nother) mental health provider.

Payment is when JCS obtains reimbursement for your healthcare. Examples of payment are when JCS discloses your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.

Health Care Operations are activities that relate to the performance and operation of JCS’ practice. Examples

of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.

- **“Use”** applies only to activities within JCS such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- **“Disclosure”** applies to activities outside of JCS, such as releasing, transferring, or providing access to information about you to other parties.
- **“Authorization”** is your written permission to disclose confidential mental health information. All authorizations to disclose must be on a specific legally required form.

II. OTHER USES AND DISCLOSURES REQUIRING AUTHORIZATION

JCS may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. In those instances when JCS is asked for information for purposes outside of treatment, payment, or health care operations, JCS will obtain an authorization from you before releasing this information. JCS will also need to obtain an authorization before releasing your Psychotherapy Notes. **“Psychotherapy Notes”** are notes your mental health provider may have made about your conversation during a private, group, joint, or family counseling session, which (s)he has kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or Psychotherapy Notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) JCS has (already) relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining

insurance coverage, as the law provides the insurer the right to contest the claim under the policy. JCS will also obtain an authorization from you before using or disclosing PHI in a way that is not described in this Notice.

III. USES AND DISCLOSURES WITHOUT AUTHORIZATION

JCS may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse** – If JCS has reason to believe that a child has been subjected to abuse or neglect, this belief must be reported to the appropriate authorities.
- **Adult and Domestic Abuse** – JCS may disclose protected health information regarding you if there is reason to believe that you are a victim of abuse, neglect, self-neglect or exploitation.
- **Health Oversight Activities** – If JCS receives a subpoena from State or Federal regulatory or oversight agencies because of an agency or practice investigation, any PHI requested must be disclosed.
- **Judicial and Administrative Proceedings** – If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment or the records thereof, such information is privileged under State law, and JCS will not release information without your written authorization or a court order. The privilege does not apply when you are being evaluated by a third party or if the evaluation is court ordered. You will be informed in advance if this is the case.
- **Serious Threat to Health or Safety** – If you communicate a specific threat of imminent harm against another individual or if your JCS worker believes that there is clear, imminent risk of physical or mental injury being inflicted against another individual, JCS may make disclosures that we

believe are necessary to protect that individual from harm. If JCS believes that you present an imminent, serious risk of physical or mental injury or death to yourself, we may make disclosures we consider necessary to protect you from harm.

There may be additional disclosures of PHI that JCS is required or permitted by law to disclose without your consent or authorization. These include certain narrowly-defined disclosures to law enforcement agencies, to health oversight agencies (such as HHS or a State Department of Health), to a coroner or medical examiner, for public health purposes relating to disease or FDA-regulated products, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.

IV. CLIENT'S RIGHTS AND PROVIDER'S DUTIES

CLIENT'S RIGHTS:

- **Right to Request Restrictions** – You have the right to request restrictions on certain uses and disclosures of Protected Health Information. However, JCS is not required to agree to a restriction you request.
- **Right to Receive Confidential Communications by Alternative Means and at Alternative Locations** – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are being seen at JCS. At your request, JCS will send your bills to another address.)
- **Right to Inspect and Copy** – You have the right to inspect or obtain a copy (or both) of PHI in JCS' service and billing records used to make decisions about you for as long as the

PHI is maintained in the record. JCS may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. You have the right to inspect or obtain a copy (or both) of Psychotherapy Notes unless JCS believes the disclosure of the record will be injurious to your health. Upon your request, your provider will discuss with you the details of the request and denial process for both PHI and Psychotherapy Notes.

- **Right to Amend** - You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. JCS may deny your request. Upon your request JCS will discuss with you the details of the amendment process.
- **Right to an Accounting** - You generally have the right to receive an accounting of PHI disclosures. On your request, JCS will discuss the details of the accounting process with you.
- **Right to a Paper Copy** - You have the right to obtain a paper copy of the notice from JCS upon request, even if you have agreed to receive the notice electronically.
- **Right to Restrict Disclosures When You Have Paid for Your Care Out-of-Pocket** - You have the right to restrict certain disclosures of PHI to a health plan when you pay out-of-pocket in full for JCS services.
- **Right to Be Notified if There is a Breach of Your Unsecured PHI** You have a right to be notified if: (a) there is a breach, use or disclosure of your PHI in violation of the HIPAA Privacy Rule; (b) PHI has not been encrypted to government standards; and (c) JCS' risk assessment fails to determine that there is a low probability that your PHI has been compromised.

PROVIDER'S DUTIES

- JCS is required by law to maintain the privacy of PHI and to provide you with a notice of its legal duties and privacy practices with respect to PHI.
- JCS reserves the right to change the privacy policies and practices described in this notice. Unless JCS notifies you of such changes, however, JCS is required to abide by the terms currently in effect.
- If JCS revises its policies and procedures, an updated version will be posted at the appropriate Reception desks.

V. QUESTIONS AND COMPLAINTS

If you have questions about this notice, disagree with a decision JCS makes about access to your records, or have other concerns about your privacy rights, you may contact the JCS Privacy Officer/Executive Director at 410-466-9200.

If you believe that your privacy rights have been violated and wish to file a complaint, you may send your written complaint to Jewish Community Services, Inc., c/o Privacy Officer, 5750 Park Heights Avenue, Baltimore, Maryland 21215.

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.

You have specific rights under the Privacy Rule. JCS will not retaliate against you for exercising your right to file a complaint.

VI. EFFECTIVE DATE, RESTRICTIONS & CHANGES TO PRIVACY POLICY

This notice will go into effect on September 23, 2013.

JCS reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI that it maintains. If JCS revises its policies and procedures, an updated version will be posted at the appropriate Reception desks.



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