



LFS Client Orientation Packet

LFS Client Orientation Packet (Revised 09/01/2021)

This packet contains the following information to help you better understand how we work and what is needed to provide you with the best possible care and service:

- Welcome, mission statement, description of services, goals and objectives.
- LFS Consent to Treatment
- Client's Rights and Responsibilities
- Grievance Policy and Procedures
- Client Input
- LFS Counseling Confidentiality, Notice of Privacy Practices, and Exceptions
- Authorization for the Release of Information (AROI)
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- LFS Service Description, The Referral Process, The Intake (Assessment) Process, The Treatment Plan, Client Participation, The Potential Course of Services
- Motivational Incentives
- Expectations for legally Require Appointments, Sanctions, or Court Notifications
- Expectations for Family Involvement
- LFS Counseling Right To Name a Treatment Advocate (Adults 18+ Only)
- Service Coordination

Welcome to Lynch Family Services, LLC dba LFS Counseling! We understand that you have a choice in your healthcare and appreciate that you chose LFS Counseling.

LFS Counseling began in 2011 and proudly serves central and southern Oklahoma. We provide Individual and Family Counseling, and Case Management to all ages. We are a multi payor organization that includes, Private Insurance, Medicaid, Third Party Liability (TPL), and affordable self-pay options. Our services are no-cost through Medicaid.

Because **LFS Counseling** is locally owned and operated, we are able to provide you with greater attention to detail and oversight. We also provide services that are streamlined for greater efficiency and accessibility, while maintaining the person-centered experience. This helps to ensure that you are completely satisfied!

Mission Statement

Our Mission is partner with you, your family, and your community to achieve *your goals* by providing convenient access to our services through community based or telepsychotherapy, co-occurring mental health services, and case management. At **LFS Counseling** we believe change is possible and positive outcomes are within reach through cultural competency, community integrative services, and person-centered care.

Description Of Services

LFS Counseling contracts with Licensed Professional Counselors (LPC), Licensed Marriage and Family Therapists (LMFT), Licensed Clinical Social Workers (LCSW), and Licensed Alcohol and Drug Counselors (LADC) to provide Trauma Focused Cognitive Behavioral Therapy, Cognitive Behavioral Therapy, Family Systems Therapy, Interactive Therapy, Solution Focused Therapy, and more.

Goals

- 1. Advance the science and practice of mental/behavioral health
- 2. Alleviate the stigma associated with mental/behavioral health and restore our clients dignity and respect
- 3. Develop effective, practical, and person-centered strategies for promoting mental/behavioral health and well-being
- 4. Achieve positive outcomes through integrative community based care

Objectives that serve the above goals

- 1. Advancing clinical practice through effective continuing education opportunities and training and diversity of qualifications in personnel.
- 2. Continuous quality performance, trainings, and self-checks in regards to client's rights, cultural competency, informed consent, and person-centered care.
- 3. Creating goals with direct input from clients.
- 4. Objectives that are attainable and measurable through the use of clinically proven and creative treatment modalities.
- 5. Pursuing outcomes that are in the best interest of the client through community integration

LFS Counseling Consent to Treatment

"Consent" means the voluntary, express, and informed agreement to treatment given by an adult twenty-one (21) years of age or older, by a Parent/Guardian of a minor under the age of fourteen (14), or by a minor fourteen (14) years of age or older **and** by a parent/guardian having custody of the minor. Consent should only be given once you have read, or the client has had read to them, the following information about your/their rights and responsibilities.

Client's Rights and Responsibilities

LFS Counseling Clients, Parents/Guardiansas applicable, shall be notified of their rights and responsibilitiesupon first meeting and at least, every 6 months of services. All LFS Counseling clients, Parents/Guardians as applicable, have the following rights:

ODMHSAS SECTION 450:15-3-27 (a) (c). Synopsis of the bill of rights

- (a) The synopsis in (b) of this Section shall be used when an abbreviated format of OAC 450:15-3-6 through 450:15-3-25 is used to supply a consumer or others with an overview of the bill of rights. The Synopsis of the bill of rights shall not substitute for, or replace a facility's obligation to abide by the full listing of rights cited in this Title. A copy of the synopsis shall be prominently posted in each consumer treatment unit and in consumer admissions, visiting and public areas.*
- (c) Programs providing treatment or services without the physical custody or where consumers do not remain for round-the-clock support or care, or where the facility does not have immediate control over the setting where a consumer resides, shall support and protect the fundamental human, civil, and constitutional rights of the individual consumer. Each consumer has the right to be treated with respect and dignity and will be provided the synopsis of the Bill of Rights as listed below.

Each consumer has the right to be treated with respect and dignity. This shall be construed to protect and promote human dignity and respect.

- (1) Each consumer shall retain all rights, benefits, and privileges guaranteed by law except those lost through due process of law.(2) Each consumer has the right to receive services suited to his or her condition in a safe, sanitary and humane treatment environment regardless of race, religion, gender, ethnicity, age, degree of disability, handicapping condition or sexual orientation.(3) No consumer shall be neglected or sexually, physically, verbally, or otherwise abused.(4) Each consumer shall be provided with prompt, competent, and appropriate treatment; and an individualized treatment plan. A consumer shall participate in his or her treatment programs and may consent or refuse to consent to the proposed treatment. The right to consent or refuse to consent may be abridged for those consumers adjudged incompetent by a court of competent jurisdiction and in emergency situations as defined by law. Additionally, each consumer shall have the right to the following:
 - (A) Allow other individuals of the consumer's choice participate in the consumer's treatment and with the consumer's consent;
 - (B) To be free from unnecessary, inappropriate, or excessive treatment;
 - (C) To participate in consumer's own treatment planning;

- (D) To receive treatment for co-occurring disorders if present;
- (E) To not be subject to unnecessary, inappropriate, or unsafe termination from treatment; and
- (F) To not be discharged for displaying symptoms of the consumer's disorder.
- (5) Every consumer's record shall be treated in a confidential manner.(6) No consumer shall be required to participate in any research project or medical experiment without his or her informed consent as defined by law. Refusal to participate shall not affect the services available to the consumer.(7) A consumer shall have the right to assert grievances with respect to an alleged infringement on his or her rights.(8) Each consumer has the right to request the opinion of an outside medical or psychiatric consultant at his or her own expense or a right to an internal consultation upon request at no expense.(9) No consumer shall be retaliated against or subjected to any adverse change of conditions or treatment because the consumer asserted his or her rights.
 - (d) Each affected facility and program shall have written policy and implementing procedures, and shall provide documented staff training to insure the implementation of each and every consumer right stated in this Chapter.
 - (e) Each affected facility and program shall have written policy and implementing procedures to insure each consumer enjoys, and has explained to him or her, these rights, and these rights are visibly posted in both consumer and public areas of the facility.
 - (f) The ODMHSAS Office of Consumer Advocacy and the ODMHSAS Office of the Inspector General, in any investigation or monitoring shall have access to consumer, facility or program records and staff as set forth in this Chapter.
 - (g) All facilities that are certified by, operated by, or contracted with the Department shall post the contact information for the ODMHSAS Office of Inspector General and ODMHSAS Office of Consumer Advocacy prominently in each consumer treatment unit and in consumer admissions, visiting and public areas.

[Source: Added at 10 Ok Reg 4093, eff 7-26-93; Amended at 19 Ok Reg 1363, eff 7-1-02; Amended at 21 Ok Reg 1726, eff 7-1-04; Amended at 22 Ok Reg 2105, eff 7-1-05; Amended at 28 Ok Reg 903, eff 7-1-11; Amended at 30 Ok

*For the complete synopsis of the bill of rights 450:15-3-27, please feel free to contact our office at: LFS Counseling, 333 W. Main Street, Suite 140, Ardmore, OK 73401, (580)224-2929, info@lfscounseling.com

Furthermore:

- Clients have the right to be informed and make informed decisions.
- Clients have the right to confidentiality, privacy, and the protection and access of PHI according to the HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA), Public Law 104-191, and included Administrative Simplification provisions and subsequent rules.
- Clients have the right to be informed, in writing, of the policies and procedures for filing
 a grievance. The right to file grievances with respect to an alleged infringement of rights
 without fear of reprisal. The right to an investigation and resolution of alleged
 infringement of rights.
- Clients have the right to communicate confidentially with a person or persons of their choice. To contact the Consumer Advocacy Division of ODMHSAS, the Inspector General's Office, the Office for Civil Rights Headquarters, their attorney, primary care provider, or Treatment Advocate.
- Clients have the right to name a Treatment Advocate or to allow other individuals to participate in their treatment and with consent (Adults). The right to allow Parent/Guardians to participate in their treatment (Minors 14 or Older). (See LFS Counseling Right to Name a Treatment Advocate (Adults Only))
- Clients have the right to a translator or interpreter or assistive technologies, if applicable, to facilitate communication.

All LFS Counseling clients and/orparents/guardians, as applicable, have the following responsibilities:

- To give accurate information about their mental health, substance use, physical health, family history including any domestic violence issues, as well as other circumstances which might impact their evaluation, diagnosis, and treatment.
- To treat all LFS personnel, other clients, and visitors with dignity and respect.
- To assist in maintaining a safe environment free from abuse, violence and aggression.
- To assist in maintaining a healthy environment free from the use of tobacco, alcohol, and/or other drugs.
- To participate with personnel in developing, reviewing, and updating treatment plans and goals.
- To inform LFS Counseling immediately should they have any concerns or problems.
- To arrive for appointments at the designated time and to notify personnel if scheduled appointments need to be changed.
- To notify personnel of any changes to living arrangements, eligibility/payor, or other circumstances which might impact treatment.
- To notify personnel of the decision to discontinue services and participate in discharge or transition.
- To submit payment for co-pays or self-pay services at time of treatment.

Policy

LFS Counseling ensures all grievances or complaints will be responded to promptly and according to established procedures. Below outlines the procedures by which persons served may make a formal grievance or complaint.

Definition of a Grievance or Formal Complaint

A grievance or formal complaint is an incident or alleged incident that occurred in the provision of, or failure to provide, any services by LFS Counseling personnel or LFS Counseling that led to violation of ethical codes. A formal complaint must be received in writing by the completion of our Grievance Form.

The filing of a grievance or formal complaint will not result in retaliation or barriers to services, but is utilized to enhance services and find an appropriate resolution to the dissatisfaction expressed by persons served.

Process

Efforts will be made to resolve the complaint by review, mediation, and/or a change in provider. Firstly, persons served are encouraged to bring a specific issue directly to the attention of personnel, management, or owners should a difference of opinion or conflict occur regarding the provision of, or failure to provide, any service. If the concerns are not resolved in step one, then persons served will be provided with a grievance form to make their complaint formally in writing. A review will be conducted by personnel, management, and/or owners. The owners will also provide opportunity for mediation between persons served and personnel. All parties will provide input and every attempt will be made to achieve a consensus for resolution. Should persons served request a change of provider, LFS Counseling will make every attempt to meet persons served requests.

Levels of Review

All grievances or formal complaints are taken very seriously, however, if persons served feel that their rights have been infringed upon or that LFS Counseling will not be able to reach a resolution satisfactory to them, an external body such as ODMHSAS' Consumer Advocacy Division, the Office of Civil Rights, or the licensure board of the personnel involved will be contacted for an external review.

Timeframes

A meeting to review the grievance or formal complaint will occur within two business days of the date of LFS Counseling receiving the completed Grievance Form.

A complete record of a final resolution will be forwarded to all parties within 5 business days of LFS' owners review.

PROCEDURES

1. Persons served are informed of the grievance procedures during the initial intake process. All personnel are advised of this process during respective orientations.

- 2. At the time a grievance or complaint occurs, the person requesting the grievance process will be provided with a copy of the process and accompanying forms.
- 3. Upon receipt of a grievance or formal complaint, LFS Counseling will call for the review of the complaint with all parties involved.
- 4. The review and/or subsequent mediation will be conducted in a non intimidating manner, and the results will be documented on the grievance form. *This also will occur within 2 business days of the date of LFS Counseling receiving the completed grievance form.
- 5. Final authority to resolve disagreements, if necessary, rests with the owners of Lynch Family Services LLC (LFS Counseling). This step will occur within five business days of the receipt of a formal complaint. A complete record of a final resolution will be forwarded to all parties within 5 business days of LFS' owners review.

The Rights of each Party

Lynch Family Services LLC, dba LFS Counseling recognizes the rights of all persons to due process in the redress of complaints and grievances. LFS Counseling establishes and maintains a process for all persons served, families, personnel, and other interested parties to express and resolve complaints.

Each party retains the right to confidentiality and privacy throughout the grievance process. Furthermore, each party has the right to be treated with dignity and respect.

Each party has the right to appoint an advocate to act on their behalf. An advocate is also available through ODMHSAS' Consumer Advocacy Division.

The Responsibilities of Each Party

It is the responsibility of persons served to contact LFS Counseling personnel, management, or owners should they have a grievance or complaint. It is the responsibility of persons served to complete in writing the grievance form and comply with the grievance process should they wish to find a resolution.

It is the responsibility of personnel to comply with the grievance process and continue to maintain professional standards.

Third Party advocates are to be impartial and act in the best interest of their party.

To file a grievance or complaint, please do not hesitate to contact LFS Counseling via email, fax, or phone.

Email: info@lfscounseling.com

Fax: (866) 777-7906 Phone: (580) 224-2929

Client Input

Your opinion Matters! We welcome any input that you may have on how we are doing and any improvements that we can make, please feel free to contact LFS administration directly, leave feedback or suggestions on our website or Facebook page, or complete a survey.

Website: www.lfscounseling.com

LFS Counseling Confidentiality, Notice of Privacy Practices, and Exceptions Confidentiality Policy and Procedures POLICY:

At LFS Counseling your confidentiality is our priority. Any information that you provide is considered confidential. LFS Counseling will provide safeguards to protect chart and administration records by systematically organizing and protecting both clinical and administrative data in locked storage at all times. Consent is obtained before the release of any information.

PROCEDURES:

The LFS Counseling Administrator ensures that security measures for LFS Counseling are adequate and in compliance with the regulation and confidentiality rules concerning client charts and administrative records, i.e., they are well organized, uniformly maintained, and stored in locked file cabinets safe from common environmental dangers including fire and water damage.

All client charts and transactions are confidential and privileged to the client and are handled in accordance with the provisions of Public Law 93-579, the "Privacy Act of 1974" and as appropriate Federal Guidelines governing Alcohol Abuse information 42 CFR Part II and HIPAA. A properly completed "Authorization for Release of Information Form" which meets all federal requirements is used for each disclosure of information concerning a client. The program complies with all Federal and State laws, rules, and regulations.

All client charts are formatted according to procedure, stored in locked cabinets, and filed by client code as active or discharged.

All records, both clinical and administrative have limited access to authorized personnel only. Authorized is defined as legal and clinical or administrative need to know. Clinical records, both current and historical, are kept in locked cabinets behind locked doors following state and federal guidelines.

Faxed documents have a cover sheet requesting confidentiality. Anyone faxing client data is requested to doubly verify the correct fax number. Security and confidentiality measures are refined prior to any e-mail correspondence involving client data. Client data stored on computer is backed up on to an external backup drive on a monthly basis and stored off site. Electronic data is placed (hard copy) into the client file within one week (sooner if needed).

The orientation procedure for all new staff and clinicians includes training in confidentiality regulations. Signing of the appropriate forms is required and constitutes verification that the instructions have been received.

Client files are destroyed 7 years after discharge (no client contact). Deceased client files are destroyed 7 years after documented death. A file related to any known litigation is not destroyed until 7 years after any litigation. Files to be destroyed are identified and held for 30 days prior to destruction. During this time, the destruction of any file can be reviewed or stopped by request of LFS Counseling owners and/or Administrator.

Notice of Privacy Practices

At LFS Counseling, our policy is that your personal health information (PHI) is only used for purposes directly related to your care. Your information will never be used or shared without your written consent. All records and transactions are confidential and privileged and are handled in accordance with the provisions of Public Law 93-579, the "Privacy Act of 1974", and as appropriate Federal Guidelines governing Alcohol Abuse information 42 CFR Part II and HIPAA.

Access: You have the right to request to see or have a copy of your own records. LFS Counseling requires a written request for this and reserves the right to charge copying/shipping fees. No more than 15 cents will be charged for each page and no more that \$5.00 will be charged for shipping. (See HIPAA Compliance Rule for more information) In most cases, your copies must be given to you within 30 days.

Amendment or Correction: You have the right to change or update any wrong information in your file or add information to your file if you think something is missing or incomplete. LFS Counseling requires a written request for this and reserves the right to charge copying/shipping fees. Notice: You have the right to be notified of any breach of your information. LFS Counseling requires a written request for this and reserves the right to charge copying/shipping fees. Disclosure: You have the right to find out who has seen your information. This disclosure will not include the ties that information was disclosed for treatment, payment, or health care operations. The disclosure will also not include information provided directly to you or your family or information that was sent with your authorization. LFS Counseling requires a written request for this and reserves the right to charge copying/shipping fees. Restriction Request: You have the right to ask that your information not be shared with certain people, groups, or companies. You can ask for other kinds of restrictions, but if those restrictions could affect your care, then we reserve the right to not agree to those restrictions. LFS Counseling requires a written request for this and reserves the right to charge copying/shipping fees.

Revoke Authorization: You have the rights to revoke any authorization that you may have previously granted at any time. LFS Counseling requires a written request for this and reserves the right to charge copying/shipping fees. **Communications Requirement:** You have the right to make reasonable requests to be contacted at different places or in a different way, whether by mail, phone, etc.LFS Counseling requires a written request for this and you do not have to offer any explanation for this request.

If you think your rights are being denied or your information is not being protected, you have the right to file a complaint with LFS Counseling, your health insurer, or the U.S. Department of Health and Human Services (See contact info below).

Office for Civil Rights Headquarters

U.S. Department of Health & Human Services 200 Independence Avenue, S.W. Washington, D.C. 20201

Toll Free Call Center: 1-800-368-1019

TTD Number: 1-800-537-7697

Exceptions

LFS Counseling may use or disclose your personal health information without your authorization in the following instances:

For your Treatment:Information may be used or disclosed for training or supervision purposes or performance improvement directly related to your treatment.

Psychotherapy Notes⁴⁷. A covered entity must obtain an individual's authorization to use or disclose psychotherapy notes with the following exceptions⁴⁸:

- The covered entity who originated the notes may use them for treatment.
- A covered entity may use or disclose, without an individual's authorization, the
 psychotherapy notes, for its own training, and to defend itself in legal proceedings
 brought by the individual, for HHS to investigate or determine the covered entity's
 compliance with the Privacy Rules, to avert a serious and imminent threat to public
 health or safety, to a health oversight agency for lawful oversight of the originator of the
 psychotherapy notes, for the lawful activities of a coroner or medical examiner or as
 required by law.

The Privacy Rule also permits use and disclosure of confidential information, without an individual's authorization for the release of information, for 12 national priority purposes. These disclosures are permitted, although not required, by the Rule in recognition of the important uses made of health information outside of the health care context. Specific conditions or limitations apply to each public interest purpose, striking the balance between the individual privacy interest and the public interest need for this information.

Required by Law. Covered entities may use and disclose protected health information without individual authorization as required by law (including by statute, regulation, or court orders). Public Health Activities. Covered entities may disclose protected health information to: (1) public health authorities authorized by law to collect or receive such information for preventing or controlling disease, injury, or disability and to public health or other government authorities authorized to receive reports of child abuse and neglect; (2) entities subject to FDA regulation regarding FDA regulated products or activities for purposes such as adverse event reporting, tracking of products, product recalls, and post-marketing surveillance; (3) individuals who may have contracted or been exposed to a communicable disease when notification is authorized by law; and (4) employers, regarding employees, when requested by employers, for information concerning a work-related illness or injury or workplace related medical surveillance, because such information is needed by the employer to comply with the Occupational Safety and Health Administration (OHSA), the Mine Safety and Health Administration (MHSA), or similar state

law.³⁰ See additional guidance on <u>Public Health Activities</u> and <u>CDC's web pages on Public Health</u> and HIPAA Guidance.

Victims of Abuse, Neglect or Domestic Violence. In certain circumstances, covered entities may disclose protected health information to appropriate government authorities regarding victims of abuse, neglect, or domestic violence.³¹

Health Oversight Activities. Covered entities may disclose protected health information to health oversight agencies (as defined in the Rule) for purposes of legally authorized health oversight activities, such as audits and investigations necessary for oversight of the health care system and government benefit programs. ³²

Judicial and Administrative Proceedings. Covered entities may disclose protected health information in a judicial or administrative proceeding if the request for the information is through an order from a court or administrative tribunal. Such information may also be disclosed in response to a subpoena or other lawful process if certain assurances regarding notice to the individual or a protective order are provided.³³

Law Enforcement Purposes. Covered entities may disclose protected health information to law enforcement officials for law enforcement purposes under the following six circumstances, and subject to specified conditions: (1) as required by law (including court orders, court-ordered warrants, subpoenas) and administrative requests; (2) to identify or locate a suspect, fugitive, material witness, or missing person; (3) in response to a law enforcement official's request for information about a victim or suspected victim of a crime; (4) to alert law enforcement of a person's death, if the covered entity suspects that criminal activity caused the death; (5) when a covered entity believes that protected health information is evidence of a crime that occurred on its premises; and (6) by a covered health care provider in a medical emergency not occurring on its premises, when necessary to inform law enforcement about the commission and nature of a crime, the location of the crime or crime victims, and the perpetrator of the crime. Decedents. Covered entities may disclose protected health information to funeral directors as needed, and to coroners or medical examiners to identify a deceased person, determine the cause of death, and perform other functions authorized by law.

Cadaveric Organ, Eye, or Tissue Donation. Covered entities may use or disclose protected health information to facilitate the donation and transplantation of cadaveric organs, eyes, and tissue. ³⁶

Research. "Research" is any systematic investigation designed to develop or contribute to generalizable knowledge.³⁷ The Privacy Rule permits a covered entity to use and disclose protected health information for research purposes, without an individual's authorization, provided the covered entity obtains either: (1) documentation that an alteration or waiver of individuals' authorization for the use or disclosure of protected health information about them for research purposes has been approved by an Institutional Review Board or Privacy Board; (2) representations from the researcher that the use or disclosure of the protected health information is solely to prepare a research protocol or for similar purpose preparatory to research, that the researcher will not remove any protected health information from the covered entity, and that protected health information for which access is sought is necessary for the research on the protected health information of decedents, that the protected health information sought is necessary for the research, and, at the request of the covered entity,

documentation of the death of the individuals about whom information is sought.³⁸ A covered entity also may use or disclose, without an individuals' authorization, a limited data set of protected health information for research purposes (see discussion below).³⁹ See additional guidance on Research and NIH's publication of "Protecting Personal Health Information in Research: Understanding the HIPAA Privacy Rule." - PDF

Serious Threat to Health or Safety. Covered entities may disclose protected health information that they believe is necessary to prevent or lessen a serious and imminent threat to a person or the public, when such disclosure is made to someone they believe can prevent or lessen the threat (including the target of the threat). Covered entities may also disclose to law enforcement if the information is needed to identify or apprehend an escapee or violent criminal.⁴⁰

Essential Government Functions. An authorization is not required to use or disclose protected health information for certain essential government functions. Such functions include: assuring proper execution of a military mission, conducting intelligence and national security activities that are authorized by law, providing protective services to the President, making medical suitability determinations for U.S. State Department employees, protecting the health and safety of inmates or employees in a correctional institution, and determining eligibility for or conducting enrollment in certain government benefit programs.⁴¹

Workers' Compensation. Covered entities may disclose protected health information as authorized by, and to comply with, workers' compensation laws and other similar programs providing benefits for work-related injuries or illnesses. See additional guidance on Workers Compensation.

Authorization for the Release of Information (AROI)

Any other uses and disclosures not described in the above exceptions will be made ONLY with your written authorization. All personnel are to complete an Authorization for the Release of Information (AROI) with persons served at intake or as needed. A denial or refusal of the completion of the release of information will not affect services.

Behavioral Expectations

LFS Counseling believes that the way you approach therapy directly corresponds to the outcomes achieved. Below are a list of guidelines for behavioral expectations:

- Therapy sessions need to be a safe zone where mutual respect is shown. Each member will have an opportunity for input and they should allow others members to have their opportunity free from judgement or consequence.
- 2. Clients should not yell, curse, or participate in other aggressive behaviors, whether physical or verbal, during therapy sessions.
- 3. Clients will not conduct sessions where or when it will place themselves, personnel, or others in danger.
- 4. Clients will not invite other participants to sessions without first notifying personnel.
- 5. Clients will ensure that they are free from distractions, such as tvs, phones, and/or games.
- 6. Clients will work towards treatment goals when outsaid e of therapy session and will complete assignments when recommended by therapist.

- 7. Clients will not use social networking sites to disclose details about therapy sessions. To protect your privacy our personnel will not interact with clients on social networking sites.
- 8. Client will not use alcohol or drugs during sessions and will not have paraphernalia associated with illegal substances present during sessions.

Transition and Discharge Criteria

The goal of LFS Counseling is the successful discharge of each client at the completion of their goals. A successful discharge is a planned process and should be discussed at the very beginning of services. There are, of course, other reasons for discharge and you have the right to request a discharge at any time. If you are wanting to transition to another agency or to a different level of care, then LFS Counseling will do our best to make that transition a smooth one.

Referrals and Transitions to Other Services

Referrals to other services or further screening may be make based on identified needs specific to the individual. Other services may include alcohol and other drug services, case management, medication management, psychological/psychiatric evaluations, etc. A referral may include a Letter of Collaboration or the completion of a Transition/Discharge Summary. A transition may be needed in the event that a client is transferring to another level of care, such as an inpatient facility for the continuity of care.

- 1. The transition plan is developed with your input and participation.
- 2. Therapist/personnel are to be given sufficient advance notice to ensure an orderly process.

Inactive Status

Clients who are transferring to a short term inpatient facility will be placed in inactive status for up to 90 days of last scheduled appointment. Clients will also be placed inactive status in cases of hospitalization, quarantine, vacations, illness, etc. Inactive clients will be discharged 90 days after last scheduled appointment or upon request.

Discharge

A Discharge Summary is to be completed on all clients leaving services. You may request discharge by contacting your assigned therapist or contacting our office admin. A link will be sent to your email. A discharge may also be completed face-to-face with your therapist. Copies of the completed discharge are available upon request.

Discharge Criteria may include:

- 1. Completion of all goals
- 2. Alleviation of symptoms
- 3. Moving from area
- 4. Upon Request/Transition
- 5. Treatment Incompatibility
- 6. Ineligibility

An Administrative Discharge might be completed in the event of the following:

- 1. We are unable to contact to you
- 2. Failure to begin treatment
- 3. No contact ormore 90 days of being inactive

Potential Risks

Therapy can sometimes involve discussing unpleasant aspects of your life, you may experience uncomfortable feelings such as sadness, guilt, anger, frustration, or anxiety. Approaching feelings or thoughts that you have tried to not thing about for a long time be painful. Making changes in your beliefs or behaviors can be scary and sometimes disruptive to you relationships. It is important that you consider carefully whether these risks are worth the benefits of change.

If therapy or the things discussed in therapy can cause a risk to you or your loved ones safety, then please contact the office to discuss options that will mitigate your risks. Similarly, if you experience an increase in symptoms, please feel free to contact us. We appreciate you reaching out and we want therapy to be a safe and healthy option for you and your loved ones.

After Hour Care

LFS Counseling is available 24/7 via email at info@lfscounseling.com. If it is an emergency, please contact 911 directly or go to the nearest hospital.

Standards of Professional Conduct

LFS Counseling partners with therapists/counselors that are licensed or under supervision for licensure as Licensed Professional Counselors (LPC), Licensed Marriage and Family Therapists (LMFT), Licensed Drug and Alcohol Counselors (LADC) and Licensed Clinical Social Workers (LCSW). As such, all LFS Counseling's personnel are to not only, maintain the professional codes standards of their respective licensing bodies, all federal, state, and local regulations, but also maintain the standards set forth by LFS Counseling's policies and procedures. Personnel are to conduct themselves in a competent, respectful, and professional manner when in session with clients and when representing LFS Counseling.

Follow Up

A followup appointment or discharged survey request may be sent after discharge from services regardless of the reason for discharge or outcomes. LFS Counseling believes that the follow up process is important to check on your progress since leaving services and it can also help us to identify misunderstandings and answer questions or even make further assessments and adjust treatments.

Financial Policy

LFS Counseling does not impose any additional charges other than those agreed upon and according to payor. Charges are only for services rendered face-to-face or services agreed upon prior to their completion, such as treatment plans.

SoonerCare/Medicaid: If you are a SoonerCare/Medicaid client, your eligibility will be verified monthly. As a courtesy to you, your account will be billed directly to Medicaid. If at any time you are not eligible for Medicaid coverage and wish to be seen, you will be treated as a self-pay client and must make payment at the time of service. Otherwise services will be postponed until such time as your eligibility is reinstated.

Self-Pay: LFS Counseling accepts cash, cheque, or card. All payments should be made out to LFS Counseling and must be made at the time of service. Self-pay rates are set by the individual therapist/clinician and are to be agreed upon prior to services.

Insurance/TPL Co-Pays: The total amount of out of pocket expenses for services are determined by your eligibility and individual benefit plans. If you have a question about your co-pay or total out of pocket expense, please call the number on the back of your insurance card. LFS Counseling will verify your eligibility and will provide you and your clinician the with the deductible and/or co-payment totals due, however, this amount is subject to change and coverage is not guaranteed. All deductible/co-payment amounts are due at time of service.

Non-payment on Account: Non-payment will result in the termination of services until such time that payment can be made in full.

Health and Safety

LFS Counseling is committed to providing you with a healthy and safe environment. Appropriate housekeeping, use of protective equipment such as masks or face shields, safe work practices, and regular inspections are used to ensure the health and well being of clients, visitors, and personnel. All personnel are trained in CPR and precautions pertaining bloodborne pathogens. Please let us know if you are sick or if you are or have been experiencing any flu-like or Covid-like symptoms. Please wear a mask or faceshield if you think that you may be sick or that you have been exposed to prevent the spread of infection. LFS Counseling reserves the right to wear a mask or face shield and to request that you wear a mask or face shield in session. We also reserve the right to cancel a session if you report having a fever or other flu or Covid symptoms. Proper handwashing is advised and all offices have hand sanitizer available.

LFS Non-Violent Intervention Policy(revised 9/8/2018)

All clients receiving outpatient behavioral health services from Lynch Family Services LLC, (LFS Counseling) shall enjoy all constitutional and statutory rights of all citizens of the state of Oklahoma and the USA except those lost through due process by a court of law. In addition to rights all persons shall have the rights by the Oklahoma Department of Mental Health and Substance Abuse' Outpatient Consumer Rights.

LFS Counseling believes in partnering with our clients, their families, and their communities to achieve **their goals**. This also means that it is the responsibility of our personnel and staff to build positive relationships and rapport with the clients we serve to promote a positive environment for change and growth. Personnel are to use verbal de-escalation and manage

their own behaviors at all times to help foster that positive environment. Personnel are to partner with and empower their clients to manage their behaviors.

LFS Counseling does not use any special treatment interventions that limits or infringes upon the rights of our clients regardless of their physical, developmental, or abuse history. LFS Counseling does not place restrictions on the rights of our clients.

Aggressive or assaultive behaviors

Clients who are verbally and/or physically threatening to personnel, bring weapons or illicit drugs into the building, and/or are noncompliant with treatment recommendations and/or their fee agreements may have restrictions placed on services provided by the agency.

If aggression or assaultive behaviors occur:

- 1. Remove yourself from the situation as quickly as possible
- 2. Notify the proper authorities if needed
- 3. Notify LFS owners/admin
- 4. Document any aggressive or assaultive behaviors

Seclusion and Restraints

Seclusion or restraint is never used by personnel of LFS Counseling. Seclusion or restraint is not used as coercion, discipline, convenience, or retaliation. Seclusion or restraint is not used in lieu of adequate programming or staffing. Personnel are not authorized to order seclusion or restraint. De-escalation is our preferred method of dealing with aggressive behaviors.

Prevention of incidents

Following the guidelines set in this policy will help to prevent dangerous situations. If you become aware of warning signs indicative of aggressive behavior report it to your supervisor or LFS Admin immediately. Any near miss is to be reported as well.

Identification of Risky Behaviors Personnel are to complete a risk assessment of each person served at time of intake/orientation. Persons served are responsible for providing honest and open information regarding their personal safety, risky behaviors, their history, or potential concerns to their health and safety.

Actions to be taken Personnel are to document all risky behaviors and/or critical incidents. All documentation is to be filed in their charts and in Milan. Personnel are also responsible for communicating with all applicable LFS Counseling personnel and administration, and authorities.

If an incident involving seclusion or restraint is alleged or occurs, LFS Counseling will initiate grievance procedures.

Training

Personnel are responsible for completing an annual training on non-violent intervention. LFS Counseling also provides training on our non-violent intervention policy and procedures at orientation and annually.

LFS Counseling Policy and Procedures for Illegal, Legal, and Prescription Drugs, Weapons, and Tobacco Products for Clients (revised 9/8/2018) Illegal, Legal, and Prescription Drugs PolicyLynch Family Services LLC., dba LFS Counseling is committed to providing our clients with

a safe work environment and promoting the highest standards of health and productivity. Our goal is to establish and maintain an environment that is free from the effects of drug and alcohol use and abuse.

Possession, using, transferring, offering or being impaired by any intoxicating substance whether illegal, legal, or prescription while on LFS Counseling property or participating in direct services, will be cause for immediate cancellation of session and may result in the termination of services. This includes consumption of any intoxicating substance prior to session whether illegal, legal, or prescription drugs, or alcoholic beverages. The misuse of legal prescriptions and non-prescription drugs are some of the most common forms of drug abuse.

Clients, who are taking any kind of legal prescription or non-prescription drug which may cause the client to experience sleepiness, inability to fully concentrate, hyperactivity, decreased flex time, etc., will not be able to actively participate in services and session will be cancelled. These legal drugs, if they are brought onto LFS Counseling property by client are to be kept with their other personal possessions.

Procedures for a client suspected of being intoxicated with an illegal, legal, or prescription drugIf a client or consumer is suspected of being intoxicated, they will be asked to leave the premises and return when they are sober. If refusal or problems occur with dismissal of the client from the premises, police officers will be called to remove the client.

If personnel are in the homes of clients and they suspect the client is intoxicated or drugs and/or drug paraphernalia is visible, personnel are to leave the premises immediately and reschedule for when client is sober.

Handling of DrugsIf a client is in session, and feels the need to produce and relinquish possession of any illegal drug the counselor must remain within their confidentiality rights. The counselor can take possession of the drug, yet at the time the client has been dismissed and leaves the premises, the police must be called. The counselor can then turn the drug over to the officers, stating that it was relinquished in session and within the confidentiality rights of the client.

Policy for WeaponsLFS Counseling does not permit the carrying of weapons by clients on LFS Counseling property or when participating in direct services. If personnel are in the home of a client and a weapon is visible, personnel are to leave the premises immediately. Personnel are to notify LFS Counseling administration immediately and the appropriate authorities my be contacted.

Policy for Tobacco ProductsLFS Counseling is a smoke free area.LFS Counseling's administration has the authority to designate smoking and non-smoking areas (63 O.S. 1-1521 et seq).

Definitions

Tobacco-Restricted Environment

A tobacco restricted environment is one in which control measures are used to ensure visitors and personnel are not involuntarily exposed to second hand smoke or other tobacco products.

Smoking

Smoking is defined as the use of carrying by a person of a lighted cigar, cigarette, pipe, e-cig, vape, or other lighted smoking device.

Tobacco-Like Products

All products associated with the use of any tobacco product, such as lighters, vape device, matches, pipes, cigarette papers and imitation tobacco.

Applicability (4-42-14)

This procedure applies to: All clients, family members, and visitors. Smoking and use of smokeless tobacco products is restricted to personal vehicles at our facility.

PREMISES AND EMERGENCY PROCEDURES

LFS is located on the first floor of the Neustadt Plaza. Our physical and mailing address is: 333 W Main Street, Suite 140, Ardmore, Ok 73401

The emergency exits are in the hallway via the front entrance or through the back administrative office. There is a fire extinguisher and fire alarm located in the hallway as well. The first aid kit is located in the office. Tools for Shelter in Place Procedures such as: duct tape, flashlight, emergency food and water are also available in office.

Emergency Policy

In the event of an emergency you are to follow the directions of personnel.

Office Emergency Procedures

Fire or Bomb Threat: Exit the office via the exits and regroup in the parking lot across the street while emergency services are contact.

Tornado: Take shelter in hallway.

Inclement Weather: Roads should be avoided and sessions cancelled in advance if inclement weather (severe rainstorms, hurricanes, floods, blizzards, ice storms, snowstorms, etc.) is expected.

Earthquake: DROP to the floor. Avoid falling objects or toppling furniture. Take COVER under a sturdy desk, table or other furniture that is not likely to tip over. If that is not possible, seek cover against an interior wall and protect your head with your arms. Avoid windows, hanging objects, mirrors and tall furniture. If you take cover under a sturdy piece of furniture, HOLD onto it and be prepared to move with it. Hold the position until the ground stops shaking and it is safe to move.

Utility Failures: Stay where you are and remain calm until otherwise directed.

Medical Emergencies:

Contact 9-1-1 IMMEDIATELY

Violent of other threatening situations: May include explosions, gas leaks, biochemical threats, acts of terrorism, and use of weapons. See Shelter in Place Procedures.

Home-based Emergency Procedures.

If persons served has access to storm shelters, fire exits, or first aid kits they are to make them available to personnel and other participants.

Always phone 911 if it is a true emergency.

Persons served should discuss and prepare a safe word in utilize the event of an emergency.

Shelter in Place Procedures

"Shelter-in-place" means to take immediate shelter where you are—at home, work, school, or in between. It may also mean "seal the room;" in other words, take steps to prevent outside air from coming in. This is because local authorities may instruct you to "shelter-in-place" if chemical or radiological contaminants are released into the environment. It is important to listen to TV or radio to understand whether the authorities wish you to merely remain indoors or to take additional steps to protect yourself and your family.

Fire or police department warning procedures could include:

- "All-Call" telephoning an automated system for sending recorded messages, sometimes called "reverse 9-1-1".
- Emergency Alert System (EAS) broadcasts on the radio or television.
- Outdoor warning sirens or horns.
- News media sources radio, television and cable.
- NOAA Weather Radio alerts.
- Residential route alerting messages announced to neighborhoods from vehicles equipped with public address systems.

Advance Directives If applicable, discuss any advance directives with your therapist/counselor. Medical as well as any Psychiatric or Mental Health Advance Directives will be documented at the time of Intake. If during the intake or at any time in service, risk factors are identified, then any Psychiatric or Mental Health Advance Directives will be included on a Safety Plan. Examples could include, but are not limited to: (a)Interventions or treatment you may want or not want. (b)The identity a person to whom you have given the authority to make decisions on your behalf. All advance directives will be respected and recorded in your file.

LFS Service Description LFS Counseling's Services include an Intake, Individualized Treatment Plan, Individual Psychotherapy, Family Psychotherapy, Group Psychotherapy, and Case Management for children and adults of all ages. All LFS Services begin with a referral. Referrals can be made on our website, by phone, or by fax and are accepted from the client directly, their parent/guardian, or community referral sources such as DHS, schools, etc.

The Referral Process Our referral includes basic contact information, payor information, and a brief history or reason for referral. Referrals are received by our Office Manager and then

assigned to a counselor/therapist that we feel will be the best the fit or the specific counselor/therapist that you have requested. Contact is to be make within 24 hours to set the first appointment. If you have not heard from your assigned counselor/therapist after 24 hours, please feel free to contact our office.

The Intake (Assessment) Process Once a referral has been made and a therapist/counselor assigned, a link will be sent to you to complete the Client Prefill portion of the Intake. Once completed, the Client Prefill portion of the Intake will be sent to your assigned therapist/counselor and a face-to-face or telemed session will scheduled to complete the Intake. The intake includes personal,family, educational/occupational, and health history, diagnoses, and hopeful outcomes/goals for therapy services.

The Treatment Plan Treatment plans are developed using the information documented in the Intake. Each treatment plan is individualized and contains objectives that are based on your goals. Each Treatment plan is approved for 6 months, at which time you have the option to consent to or discontinue services. If you choose to consent to another 6 months of services, the goals and objectives will be reevaluated and/or updated based on your input and preferences.

Client Participation At LFS Counseling, we believe that the achievement of goals are dependent on your willingness, your level of participation, and the implementation of strategies and other tools or skills learned through therapy/counseling in your daily life.

The Potential Course of Services Includes:

- Referral
- Intake
- Treatment Plan
- 6 month Renewal of Treatment Plan
- Transition where applicable
- Discharge where applicable
- Follow UP

Motivational Incentives Motivational Incentives are based on the goals that you set and are used to encourage you to reach those goals.

Motivational Incentives may include:

- Fulfilling Court Ordered Requirements
- Regaining custody
- Improving Family bond
- Increasing Parenting Skills
- Alleviating symptoms of stress, anxiety, or depression, etc.

• Increasing effective communication

Expectations for Legally Required Appointments, Sanctions, or Court Notifications You are responsible for meeting your own legally required appointments, abiding by sanctions, and notifying personnel of any court requirements. LFS Counseling will attend any family court appointments requested. LFS Counseling personnel will prepare a Court Reports as requested. All requested are to be faxed or emailed to LFS Counseling's Office. LFS personnel are required by law to comply with any subpoenas or court orders placed on them.

Expectations for Family Involvement LFS Counseling does not place any expectations for family involvement for adult clients, beyond the scope of your request and consent. For Family Therapy, all members present should be willing to participate, abide by behavioral expectations, and informed of their rights and responsibilities.

For minors (0-21), family involvement is vital to the overall process. Parents are required to provide consent and also, participate in treatment planning and goal setting. Ongoing participation is required to ensure progress and change. Some things to be mindful of include:

- Follow through and consistency Whatever changes or modifications you desire to see in your child'sbehavior is dependent on your follow-through and consistency in the home.
- Reaction and Response How are you reacting or responding to your child's behaviors and how can be better that.
- Client's age and understanding –We will take into consideration your child's age and level of understanding and while we do rely on self-reporting, we may need your help to gather the information needed to best plan a course of treatment. Other times, for minors over the age of 14, they may request private individual sessions. Minors 18-21, who are no longer living at home will not require a guardian's consent or involvement unless requested by the minor (client) and consent is obtained. 'Minors' 18-21 may appoint a Treatment Advocate.

LFS Counseling Right To Name a Treatment Advocate (Adults 18+ Only) As a client, 18 years or Older, of LFS Counseling, you have the right to designate a family member or other concerned individual as a Treatment Advocate. Your Treatment Advocate should act in your best interest at all times. You may change or revoke the designation of a Treatment Advocate at any time and for any reason. Your Treatment Advocate may participate in your treatment planning and discharge planning to the extent that you consent to and as permitted by law. 450:-27-5-44

What is a Treatment Advocate? A "Treatment Advocate" is a family member or other concerned individual designated by a consumer to participate in treatment and discharge planning, and acts in the best interest of and serves as an advocate for the consumer.

A Treatment Advocate must be consented to in writing and will allow LFS Counseling to release any information regarding client'shealth, as well as, client's participation in services to Authorized Treatment Advocate. The client may revoke this authorization at any time. If client fails to specify, this authorization will expire in twelve months from the date of client's signature. The revocation of this authorization will not affect any action that the Treatment Advocate or LFS Counseling took in reliance on this authorization before notice of revocation was received. Clients may choose to not utilize their right to authorize a Treatment Advocate. Whether they choose to authorize a Treatment Advocate or not will have no bearing on the services receives from LFS Counseling and client cannot be turned down for services upon request or refusal of treatment advocacy.

Service Coordination Service coordination is the responsibility of the DHS Caseworker or you directly. LFS Counseling will cooperate in any way possible.

Questions?

If you have any questions, comments, or concerns or to receive a printed version of this orientation packet, please feel free to contact our office at (580)224-2929. For more information, please visit our website at www.lfscounseling.com.