

Fee Policy and Client Rights

A. FEE POLICY

1. The standard fee will be charged to all clients unless the client/responsible party provides proof of household income in order to receive a discount. **There is not a reduced fee option for the following evaluations (Parenting, Psychological, or Substance Abuse).**
2. Proof of income may be a copy of a tax return, paycheck stubs, or signed income statement from employer. If the client/responsible party is on disability or social security, a copy of the electronic deposit or check may serve as proof of income. If client/responsible party is married a copy of spouses income must also be presented.
3. Client/responsible party will be billed monthly.
4. If the client/responsible party does not provide proof of income within the first 30 days of service, the discount will not be retroactive. It will begin as of the date the proof of income is provided.
5. A client/responsible party must make some type of payment each month in order to keep their account current. If a regular payment is not made and/or a payment arrangement completed and signed, the account will go into the collection process. The client/responsible party will be responsible for attorney fees and collection cost in the event there is a default of payment.
6. The collection process is a 90-day process. A statement is mailed at the end of the first month or 30 days. If no payment is received, a reminder is mailed at the end of the second month or 60 days. If no payment is received at the end of 90 days, a letter is mailed informing the client/responsible party that the account will be turned over to collections unless a payment is received.
7. If a client/responsible party is unable to make a payment each month, they need to meet with the Business Office to make payment arrangements and sign a payment agreement.
8. If a client/responsible party has been sent to collection twice and is still not making payments, the client/responsible party will have to pay cash in advance for each visit in order to be seen.

B. CLIENT RIGHTS (*this is in addition to the Notice of Information Practices*)

1. Any time you wish to discontinue treatment or to terminate the diagnostic procedure, you have the freedom to do so.
2. The client has the right to be treated with dignity and respect, and not to be subjected to any verbal or physical abuse or exploitation.
3. The client has the right not to be subjected to the use of any type of treatment, technique, intervention, or practice, including the use of restraint or seclusion, done solely as a means of coercion, discipline, retaliation, or for convenience of the staff or any volunteer or contractor.
4. The client has the right to receive treatment in the least restrictive, most appropriate manner.
5. The client has the right to an explanation of the potential benefits and any known side effects or other risks associated with all medications that are prescribed.
6. The client has the right to an explanation of the potential benefits and any known adverse consequences or risks associated with any type of treatment.
7. The client has the right to be provided with information about other clinically appropriate medications and alternative treatments, even if these medications or treatments are not the recommended choice of that client's treating professional.
8. A client voluntarily receiving treatment has the right to refuse any treatments or medications to which that client has not consented, in compliance with the client's rights.
9. A client involuntarily receiving treatment pursuant to any court order has the right to be informed that there may be consequences to the client if the client fails or refuses to comply with the provisions of the treatment plan or to take any prescribed medication.
10. The client has the right to refuse to take any experimental medication or to participate in any experimental treatment or research project, and the right not to be forced or subjected to this medication or treatment without the client's knowledge and express consent, given in compliance with the client's rights, or as consented to by the client's guardian when the guardian has the proper authority to consent to this medication or treatment on the client's behalf.
11. The client has the right to actively participate in the development of an individual treatment plan, including the right to request changes in the treatment services being provided to the client, or to request that other staff members be assigned to provide these services to the client.
12. The client has the right to receive treatment or other services from a licensee in conjunction with treatment or other services obtained from other licensed mental health professional or providers who are not affiliated with or employed by that licensee, subject only to any written conditions that the licensee may establish only to ensure coordination of treatment or any services.
13. The client has the right to be accompanied or represented by an individual of the client's own choice during all contacts with the licensee. This right shall be subject to denial only upon determination by professional staff that the accompaniment or representative would compromise either that client's rights of confidentiality, or the rights of other individuals, would significantly interfere with that client's treatment, or that of other individuals, or would be unduly disruptive to the licensee's operations.
14. The client has the right to see and review the clinical record maintained on that client, unless the executive director of the licensee has determined that specific portions of the record should not be disclosed. This determination shall be accompanied by written statement placed within the clinical record required by K.A.R. 30-60-46, explaining why disclosure of the portion of the record at this time would be injurious to the welfare of that client or to others closely associated with that client. The client has the right to receive a copy of his or her medical records and to request they be amended or corrected as specified in 45CFR part 164.
15. The client has the right to have staff refrain from disclosing to anyone the fact that the client has previously received or is currently receiving any type of mental health treatment or services, or from disclosing or delivering to anyone any information or material that the client has disclosed or provided to any staff member of the licensee during any process of diagnosis or treatment. This right shall automatically be claimed on behalf of the client by the licensee's staff unless that client expressly waives the privilege, in writing, or unless staff are required to do so by law or a proper court order.
16. The client has the right to exercise the client's rights by substitute means, including the use of advance directives, a living will, a durable power of attorney for health care decisions, or through springing powers provided for within a guardianship; and the right of the client to at any time make a complaint in accordance with K.A.R. 30-60-51 concerning a violation of any of the rights listed in this regulation or concerning any other matter, and the right to be informed of the procedures and process for making such a complaint.

Fee Policy and Client Rights (Continued)

17. The client has the right to express a concern or complaint regarding any Center staff member, requirement, operation or service.
18. The client has the right to request a clinician who understands his/her language and culture.
19. The client has the right to receive needed services at convenient times and places; to obtain access to services within the specified access standards.
20. Each client is free to exercise his or her rights and that the exercise of those rights does not adversely affect the way the client is treated by The Center (or Kansas Health Solutions as applicable to clients whose services are funded by Medicaid).

Notice of Information Practices

The Center maintains client records consisting of personal, financial, and medical information which is used for diagnosis, treatment, and healthcare operations. The Health Insurance Portability and Accountability Act establishes privacy rules that govern the use and disclosure of this information as do various state statutes. The Center is required by law to maintain the privacy of protected health information, to provide individuals with notice of its legal duties and privacy practices with respect to protected health information, and to notify affected individuals following a breach of unsecured protected health information. 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.

Uses and Disclosures of Health Information: Most uses and disclosures of information require the written authorization of the client, which clients may revoke later in writing once given except as required by law. However some uses and disclosures can occur both in routine and non-routine ways in the process of providing treatment, payment, and healthcare operations without the need of written authorization. Examples of such routine uses and disclosures for treatment include the sharing of clinical information among multiple providers of the Center working with you or the provision of treatment-related mental health information to providers treating you outside of the Center as needed. Non-routine examples could include in certain circumstances and using professional judgment the disclosure of selected protected information to family members or others involved in your care unless you object, to medical personnel when a medical condition poses an immediate threat to the health of the client and/or emergency intervention is warranted, or to officers of the court when treatment is required by the court or health information disclosed to appropriate agencies as required by law. Examples of routine uses and disclosures for payment include the provision of information relative to diagnoses, dates, and types of treatment provided to third-party payers, (insurance companies and governmental funding agencies), with the exception of substance use treatment. While examples of routine uses and disclosures for healthcare operations could include review of protected health information for the purposes of utilization management and corporate compliance as well as state licensing activities, non-routine uses and disclosures may include accessing your protected health information for risk management activities.

Your Rights: Although health records about you are the Center's property, you have certain rights with regard to the information contained therein including the following:

1. You have the right to obtain a copy of this notice of information practices. While the notice is available electronically on the Center website at www.thecentergb.org, a written copy is provided to you upon admission.
2. You have the right to inspect and obtain a copy of health information about you upon written request. That right, however, is not absolute as the Center can deny access if access might cause harm to the client or another individual. Should that situation occur, the Center will inform you of the reason for denying access and how to seek review of that decision. The reviewable grounds for denial include:

The access is reasonably likely to endanger the life or physical safety of the individual or another person as determined by a qualified mental health professional.

The health information makes reference to another person and such information is likely to cause substantial harm to the other person as determined by a qualified mental health professional.

For these reviewable grounds, the executive director will review the decision of the provider denying access and provide the client a written response within 60 days.

If you request an electronic copy of protected health information that is maintained electronically in record sets, the Center will provide you access to the information in electronic form and format if it is readily producible, or, if not, in a readable electronic form and format agreed to by you and the Center.

You have the right to request a correction or amendment to health information about you. We do not have to grant that request if the record was not created by the Center. You would have to request correction or amendment from the agency who created that record. If they change the record, we will file the change in our record. We do not have to grant the request if the record is accurate and complete. If your request for correction or amendment is denied, the Center will inform you of the reason for denial. If request is accepted, the change will be made to the record and distributed to whomever you designate as needing the information.

You have the right to request restriction on uses and disclosures of health information about you for treatment, payment, and healthcare operations, though we do not have to agree to the request. If granted, we will adhere to it unless you request otherwise or we give you advance notice. You may also ask us to communicate with you by alternate means and, if the method of communication is reasonable, we must grant the request.

You may request the Center not to disclose health information about you to a health plan if the disclosure is for the purpose of carrying out payment or healthcare operations and is not otherwise required by law and the protected health information pertains solely to a health care item or service for which you or person other than the health plan on behalf of the individual has paid the Center in full.

You have the right to obtain an accounting of uses and disclosures other than those for treatment, payment and healthcare operations.

The Center is required to abide by the terms of this notice as currently in effect. We reserve the right to change our information practices and therefore the terms of this notice. Should we change our information practices, those changes will be reflected in a revised notice which would be posted on our website and available at all office locations which you have a right to request.

If you have any questions about this policy or related matters, please contact the Center privacy officer or the executive director at 5815 Broadway, Great Bend, (620-792-2544). If you believe your privacy rights have been violated, you can file a complaint with the Center for Counseling and Consultation privacy officer, or executive director or with the Office for Civil Rights, US Department of Health and Human Services, 200 Independence Avenue, S.W., Room 509 F, HHH Bldg., Washington, D.C.

Date implemented: March 13, 2003, (revised March 20, 2013 and July 25, 2016)