# **Patient Handbook**



ADDICTION TREATMENT AND RECOVERY

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# Welcome

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## Welcome to Valley Hope

Our multi-disciplinary team will work together to ensure that your treatment program is individualized to meet your personal needs. At admission, or shortly thereafter, you will be assigned a clinical team. Your counselor will be the individual primarily responsible for helping you identify your treatment needs and accomplish your goals. We ask that you provide us with an accurate description of your health history, current complaints, concerns, and needs, so that we can provide you with a customized care plan. In an effort to answer some of the questions you may have about your treatment, we have prepared this patient handbook with information and a list of expectations regarding your treatment responsibilities.

**Treatment Settings Conducive to Valley Hope's Mission:** Valley Hope is committed to providing treatment settings that are safe, accessible, effective, efficient, healthy, and supportive of your wellbeing. To that end, each facility will promote dignity and provide privacy for each patient.

**Mission Statement:** Valley Hope will restore lives affected by addiction and support lifelong recovery.

**Recommended Course of Treatment:** You will be expected to complete the course of treatment that is recommended for you. Generally, the course of treatment in the Valley Hope system includes primary care followed by up to a year of continuing care. Primary care can consist of Residential, Intensive Outpatient, or Outpatient care (either on site or online), or a combination of one or more of these. Your length of stay at any level of primary care will be determined by you and your treatment team. Continuing Care is provided either through face-to-face therapy or in an online environment. Family participation is encouraged at all levels of care.

**Individualized Treatment:** You will be treated with dignity and respect, in a manner that supports your individuality, choices, strengths, and abilities. You will have the right to individualized treatment, which will include at least the following:

- Adequate and humane services, regardless of the source of financial support.
- Services that are free from abuse, neglect, exploitation, coercion, manipulation, sexual abuse, and sexual assault.
- Least restrictive environment.
- Treatment free from physical restraint and seclusion.
- An individualized treatment plan.
- Active treatment planning participation\*.
- Periodic review and update of the treatment plan.
- An adequate number of competent, qualified, and experienced clinical and medical staff supervising and implementing the treatment plan.

You will not be deprived of any civil, personal, or political rights by a Valley Hope employee without due process of law.

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You will be allowed to engage or refuse to engage in religious worship and political activity.

You have the right to receive prompt and adequate evaluation and treatment for your substance use disorder and related conditions.

You will receive treatment that supports your personal liberty and only restricts your personal liberty in accordance with a court order, by your general consent, or as permitted elsewhere in this document. You will not be denied food, the opportunity to sleep, and full access to restrooms. You will not be required to perform work duties, hazardous or otherwise, as a condition of treatment.

**Refusal of Treatment:** You have the right to refuse treatment or withdraw consent for treatment unless such treatment is ordered by a court or is necessary to save your life or physical health. Should you refuse treatment, you will be informed of Valley Hope's responsibilities in seeking appropriate legal alternatives or orders of involuntary treatment in accordance with professional standards, or to terminate the provider relationship with you upon reasonable notice.

**Improving Our Performance:** The governing body of Valley Hope supports an ongoing performance improvement program that includes monitoring and evaluating the performance of systems, processes, and aspects of patient care which affect patient care outcomes, as well as appropriate actions to improve and sustain the quality of care provided. Information regarding ongoing performance improvement initiatives is available at your request. You will also have an opportunity to express your opinion about the treatment provided to you through your responses in the patient satisfaction survey.

\* Generally, Valley Hope does not treat individuals under the age of majority. In the event you are under the age of majority, Valley Hope will include your parent or legal guardian in the treatment planning process as permitted under the laws of the state in which the facility is located.



"I learned so many things in treatment. I learned how to set boundaries with people who I needed to set boundaries with. Treatment was a much needed break from life where I was really able to sort out the things that I needed and didn't need in my life."

## Your Journey with Valley Hope

We are very happy that you have chosen Valley Hope to be your partner in this journey! Seeking treatment for a substance use disorder is one of the most important decisions a person can make. It can forever change the course of your life in a positive direction. We offer different levels of care based on your personal needs. You and your treatment team will work together to create a treatment experience that is right for you. As you embark on this new journey, we encourage you to openly share your struggles and triumphs with your treatment team and your patient group. Through sharing and learning from others, you will better understand your own experiences and gain insight into the possibilities of a life in recovery.

### **Residential Treatment**

Residential Treatment, also known as Inpatient Treatment, is the most immersive and intensive treatment option for addiction to drugs and alcohol. At Valley Hope, Residential Treatment includes safe, medically monitored detox from drugs and alcohol, proven healing therapies, addiction education, relapse prevention planning and long-term recovery strategies.

Our treatment approach blends 12 Step philosophy with evidenced-based treatment modalities to effectively treat alcohol and drug addiction. Valley Hope's evidence-based, patient-centered care provided by a team of compassionate clinical and medical experts, supports healing for you in a comfortable, holistic-healing environment. Our treatment and recovery experts customize comprehensive, individualized treatment plans for you that address your physical, mental, spiritual, and emotional health needs. Your treatment team works side-by-side with you to achieve not just sobriety, but long-term recovery during and after your treatment stay.

Your residential experience at Valley Hope is planned, coordinated, and managed by a compassionate, dedicated treatment team of clinical and medical experts. Each treatment team includes a combination of our highly skilled medical practitioners, nurses, psychologists, psychiatric practitioners, licensed addiction counselors, spiritual advisors, continuing care experts, clinical case managers and peer support specialists to ensure that you receive comprehensive care and effective treatment. You will also have a benefits specialist to help you navigate the financial aspect of your treatment. We are here to help remove financial obstacles so you can focus on your recovery. Each Valley Hope treatment center is designed to assist in the healing process, empower your self-worth and prepare you with the essential skills and strategies needed to build and sustain long-term recovery.

Valley Hope's medical team consists of patient care aides, licensed practical nurses or licensed vocational nurses, registered nurses, a director of nursing, and a practitioner. A full medical assessment is conducted during the admission process. Valley Hope is staffed with nursing personnel 24 hours per day, seven days each week. The nursing team is trained in the detoxification process and evidence-based practices such as medicationassisted treatment (MAT). The medical team wants to make your stay at Valley Hope a learning experience. The nursing team will provide education on your plan of care and the disease process of addiction. The team will assist with your medical issues and follow-up care post-treatment. Because your time at Valley Hope is short, it is essential to have open and honest communication with your primary medical provider after treatment. The medical team at Valley Hope is here to serve you throughout your stay. Specific elements of our residential treatment program include:

- Medical Detoxification
- Comprehensive Health Assessments
- Medication Assisted Treatment (MAT)
- Individual Counseling Sessions
- Small Group Therapy
- Specific Topic Group Therapy
- Spiritual Care
- Family Therapy
- Addiction Education
- 12 Step Engagement
- Relaxation and Wellness Activities
- Relapse Prevention Planning
- Continuing Care Coordination
- Return-to-Work Assistance
- 24/7 Recovery Support
- 24/7 Medical Supervision

### **Family Involvement**

Involving your family/significant other is an important component of your treatment. Research shows that substance use disorder treatment that includes family therapy has better outcomes than treatment that does not. Substance use disorder treatment that includes family members can reduce rates of relapse by reducing stress, increasing family communication, and clarifying expectations following discharge. We strongly encourage you to talk with your counselor to develop a personalized approach to family therapy that is right for you.

### **Outpatient Treatment**

Valley Hope's Outpatient Treatment programs enable you to receive high-quality, intensive drug and alcohol addiction treatment while continuing to live at home or in a sober living environment. This enables you to maintain your family responsibilities and work schedule while receiving essential treatment services. Addiction is a chronic brain disease that requires long-term treatment for sustained recovery. Valley Hope's outpatient programs help you transition into sober life successfully and minimize the chance of relapse.

Our Outpatient Treatment approach blends 12 Step philosophy with evidenced-based treatment for substance use disorders to effectively support you on the path to a healthy,

productive life in recovery. Valley Hope Outpatient services include our Intensive Outpatient Program (IOP), Continuing Care, Family Therapy, Individual Therapy, and Recovery Support.

Specific elements of the Valley Hope Outpatient Treatment programs include:

- Small Group Therapy
- Specific Topic Group Therapy
- Individual Therapy
- Family Therapy
- Medication Assisted Treatment (MAT) (at select locations)
- Addiction Education
- Relapse Prevention
- Continuing Care Coordination
- Return-to-Work Assistance
- 12 Step Engagement

Please talk with your counselor to determine the best approach for involving your family/ significant other in Outpatient Treatment.

### Intensive Outpatient Program (IOP)

Valley Hope's Intensive Outpatient Program (IOP) provides intense, focused drug and alcohol addiction treatment on a flexible schedule. Valley Hope's IOP includes the same evidence-based and individualized treatment with compassionate care and expert clinicians as our Residential Treatment centers, but in an outpatient environment. If you are completing Residential Treatment, we cannot overemphasize the importance of continuing treatment in an Intensive Outpatient Program. Valley Hope's IOP serves as a vital steppingstone during the transition from residential treatment to everyday life in recovery.

Our Intensive Outpatient Program sessions are held three times per week for three hours a day, with daytime and evening options available to best fit your schedule. Sessions are offered in-person or online, depending upon location.

### Outpatient

Valley Hope's individualized, comprehensive care approach includes tailored aftercare planning and coordination with you and your treatment team to help reduce the risk of relapse. This often includes participating in weekly one-hour Outpatient groups that focus on relapse prevention and peer recovery support, as well as guidance on 12 Step involvement and development of strategies for managing a sober life. Outpatient is ideal for those who have completed IOP. It provides vital ongoing support during the critical first six months to one year of recovery. Morning and evening groups are available. Sessions are offered in-person or online, depending upon location. This is your time to learn about you and the effects that addiction has had in your life. We strongly encourage you to be an active participant in your treatment; the more you put into your treatment the more you will get out of it! If you have any questions, or do not understand what is expected of you, please feel free to ask a member of your treatment team. All Valley Hope staff are here for your benefit. We are honored that you have chosen Valley Hope and are here to support you every step of the way.

### Alumni Support

Once you enter treatment at Valley Hope, you become a part of our alumni family forever! We will come to know you and we invite you to reach out to us and let us know how you are doing in recovery. We want to stay connected with you to follow you on your recovery journey. At Valley Hope, we have over 50 years of experience in serving those who suffer from substance use disorders. As a result, we have a vibrant alumni network that is here to support you. We offer online and in-person alumni events where you can reconnect with patients you know, as well as connect with other long-time Valley Hope alumni who have experienced a similar journey and can help you in your recovery. At Valley Hope, we are committed to serving as your lifelong partner in recovery!

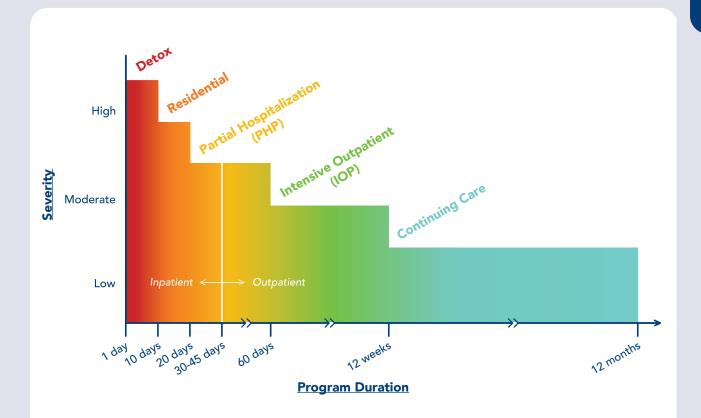
"The most surprising thing to me was that you can have fun without alcohol and drugs. When I went to treatment I was 33 years old and I just assumed that I had used up all of the fun that I was allowed and that the next 30-40 years, or however much time I had left, was going to be miserable. I couldn't have been more wrong! I have more fun now than I ever did. It's a different kind of fun and much better."





"Sobriety has improved my life with my family. Sober for 19 years; saved my marriage, and my relationship with my children and extended family. My husband has been sober for 12 years and our marriage is rock solid- we just celebrated 31 years together."

## Valley Hope Continuum of Care



The longer someone remains in treatment, the greater their chance of successful recovery.



"Long-term constant sobriety has changed my life in so many ways. I've learned how to be an excellent daughter, a caring wife, and a nurturing mother. My sobriety means the world to me because without sobriety I wouldn't have any of those relationships today."

# Programming



## **Daily Program Activity Descriptions**

**Chapel:** Chapel services are non-denominational, and attendance is completely voluntary.

**Communications:** You will receive information about each day's activities during the morning communications meeting in the lecture hall. You may also use this time to communicate with staff and other members of the patient group.

**Psychoeducational Workshops:** The psychoeducational workshop series is designed to assist you in understanding addiction and its impact on your thoughts, feelings, behaviors, and physical health.

**Cup Hanging:** A cup hanging is a graduation ceremony for those patients who have successfully completed their treatment program. A coffee cup is painted with a meaningful, personalized message and placed in the lecture hall to signify sobriety. Family members and significant others who complete the family program may hang a saucer. The saucer represents the family's support of the recovering person.

**Twelve Step Orientation Workshops:** This workshop series is intended to give you a better understanding and working knowledge of the Steps and Traditions of Twelve Step Support Groups. Other topics to be explored include Sponsorship, Family Recovery, Slogans, and Recovery Hurdles. You will also be encouraged to attend local AA, NA, or Al-Anon meetings while you are at Valley Hope if approved by the clinical team.

**Small Group:** The purpose of this group is to help you explore personal struggles and challenges in a small group setting. You are encouraged to participate and be transparent with your challenges. By doing so, you will likely learn more about yourself and how the disease of addiction has affected you and your family members.

**Family Group:** Spouses, relatives, and significant others meet during family group to gain a better understanding of themselves and their own personal recovery.

**Free Time:** Except for formal recreation, this time is generally open. You may have appointments with your counselor or chaplain during this period.

**Specialty Groups:** Your treatment team may recommend a specialty group based on your own needs and treatment goals. This group explores issues and topics that are unique to your individual needs.

**Patient Hour:** During this hour, assigned patients are given the opportunity to talk about their addiction, past experiences and to present future goals in recovery.

**Weekend Activities:** The weekend activity schedule varies with each Valley Hope facility. Facility specific activities and times can be obtained from the facility. Some Saturday and Sunday activities include workshops, patient hour, group meetings, family group and recreation.

**NOTE:** Specific times of activities will be provided by the facility. See addendum.

## **Telehealth and Telemedicine Policies**

Telehealth and Telemedicine Treatment is offered to individuals as an alternative to traditional treatment services when those traditional services cannot be provided, or you and your counselor agree that Telehealth and/or Telemedicine will best suit your needs.

If you are a new patient, you will be required to have an admission assessment, which may be conducted via Zoom videoconference. Initial treatment planning will be conducted after the assessment. If you are already participating in traditional on-site groups, you will not be required to complete another assessment before transitioning to Telehealth or Telemedicine programs.

**Expectations and Model of Treatment:** In order to participate in the Telehealth or Telemedicine treatment modality, you will need access to a personal computer with a webcam, a microphone, speakers, and internet service. As an alternative to a personal computer, the Zoom platform is also supported as a smart phone application which will require data or Wi-Fi connection.

You will participate in a live videoconference for individual, group therapy, and/or Telemedicine sessions with a licensed provider. This licensed provider is required to be licensed in the state you are physically located in at the time Telehealth counseling and medical services occur.

The live videoconference group component is done through the Zoom platform. The Zoom platform has end-to-end encryption and is HIPAA compliant. A link to the videoconference room will be provided to you on the Telehealth website.

Any email or phone communication to the provider after the facility's normal business hours, on weekends, or on holidays will be responded to as soon as possible, during normal business hours. If you require an immediate response, you may contact Valley Hope at 1-800-544-5101 or, if in crisis, you may contact a crisis referral number listed in the "Alternatives for Care" section of this policy.

**Telehealth:** You will participate in a live videoconference group up to three times per week based on outpatient level of care. These sessions may include psychoeducational and/or small process group therapy. It is important to treat information shared by other group members as confidential. In addition to group therapy, you may also participate in individual sessions via videoconference with your counselor. You may also contact your counselor by phone outside of group therapy times during normal outpatient business hours.

This modality of treatment gives you access to a licensed counselor who can provide outpatient services without you being physically present at the facility. Involvement in these videoconference sessions will allow you to stay connected to your group and/or counselor for support throughout the week for real-time interaction with group members and your primary counselor.

Telemedicine: You may participate in a live videoconference session with a licensed

provider for medication management. The live videoconference session is done in a private setting through the Zoom platform. A staff member may be present, depending upon the nature of the session.

This modality of treatment gives you access to a specialist who is not located on site. If a medical provider determines that medication is appropriate, you will be provided with a prescription. If you require further consultation while in treatment, you may arrange for additional appointments through the facility staff. Prior to discharge, a follow-up appointment with your personal provider will be scheduled.

**Alternatives for Care:** In the event of a medical, psychiatric, or other situation requiring face-to-face intervention, you are responsible for seeking appropriate help. For any medical or life-threatening emergency, please call 9-1-1. Additionally, nationwide crisis intervention and help resources in the United States are presented to you at the time of admission, and include the following:

- https://www.suicidepreventionlifeline.org
- 988
- 1-800-799-SAFE (7233)

Valley Hope will also provide information about existing alternatives for care and treatment to you and/or your family members, at your request, without violating confidentiality. Valley Hope may also provide referrals to outside supportive services, as deemed appropriate, including other health care professionals and face-to-face services. Individuals who are unable to maintain sobriety while participating in treatment will be referred to an appropriate level of care.

**Technology Difficulties and Failures:** Issues related to being unable to connect to websites outside of the Valley Hope platform or issues related to modem, router, switch, or internet connection should be directed to your local internet service provider. For technical issues related to difficulty accessing Valley Hope's website or Zoom, issues with username or password being rejected, or problems with your messaging system within the Valley Hope Telehealth platform, contact the Valley Hope Association Information Services Department by calling 877-907-8324 or 785-877-4102.

**Confidentiality of Substance Use Disorder Communication on the Internet:** Every effort will be made by Valley Hope to maintain the confidentiality of online therapy communications, including but not limited to provision of a secure Telehealth Treatment room and secure storage of electronic patient records. The Zoom platform has end-to-end encryption and is compliant with HIPAA, the HITECH Act and 42 CFR Part 2. If you are participating in Telehealth Treatment, you may also choose to conduct email correspondence by regular email or by secure email, upon request. Valley Hope can only guarantee confidentiality of secure email on the Valley Hope counselor's end and will archive any electronic discussions within fifteen days of receipt. Valley Hope cannot guarantee that communication on the internet will be completely free from a potential breach of confidentiality in transit by hackers, internet service providers, or others who have access to the account or computer. You are fully responsible for the security of

treatment records and communications on your own computers and at your own physical location. Additionally, you are encouraged to control access to communication by using protected passwords, controlling access to the computer, and by deleting data within fifteen days of receipt. If video problems occur, contact a Valley Hope staff member for further assistance. You will not be recorded during your videoconference sessions without prior consent.

#### Patient Responsibilities when Receiving Telemedicine and Telehealth Services:

- Your provider will ask you to share your location at the beginning of each videoconferencing session. In the event of an emergency, knowing your location allows your provider to alert appropriate emergency contacts and personnel for assistance.
- Unless you are including a family member or significant other in your session, please ensure you are in a quiet, confidential setting without others in the room. Your provider will ask you to verify this at the beginning of your session.
  - » Treat your videoconferencing session as you would an in-person session.
  - » Dress appropriately.
  - » Do not smoke, eat, or drink during the session. This can be disruptive to the process.
- If you need to take a break during your session for any reason, please alert your provider.
- We want to make sure you are safe; do not drive while in your videoconferencing session. If your provider determines you are not safely engaging in the videoconferencing session, they may terminate the session.

**Using in Treatment:** Attending sessions while under the influence of alcohol, drugs, and/ or non-prescribed medications is prohibited while enrolled in treatment. Use of alcohol, drugs, and/or non-prescribed medications may result in clinical interventions or discharge.

**Mandatory Disclosure:** You are enrolled in Telehealth and will be provided with a mandatory disclosure that outlines the name, credentials, and education of the counselor that will be working with you in treatment. The disclosure also lists the supervisor of the counselor and the supervisor's credentials. Additional copies will be made available to you upon your request. You also have access to who is online in the therapy room at any time that they are in the Telehealth group.



"I learned to listen. I learned to ask questions. I learned that alcoholism is not just a lack of willpower, but a disease that is treatable. For what seems like the first time in my life I heard what was being said and took it to heart. Keep an open mind and trust the process!"

# Our Confidentiality Practices



### Valley Hope Notice to Patient Confidentiality of Substance Use Disorder Patient Records

Federal law and regulations protect the confidentiality of substance use disorder patient records maintained by Valley Hope. Generally, the program may not reveal to a person outside the treatment program that a patient attends the program, or disclose any information identifying a patient as having a substance use disorder UNLESS:

- The patient consents in writing.
- The disclosure is allowed by a court order.
- The disclosure is made to medical personnel in a medical emergency or to qualified personnel for research, audit, or program evaluation; or
- The patient is unable to exercise sound judgment and a guardian gives written consent.
- There is a crime against program personnel or the threat of a crime on the program premises.
- There is a mandated requirement to report child abuse or neglect.

Federal law and regulations do not protect any information about a crime committed by a patient either at the program or against any person who works for the program or about any threat to commit such a crime. Thus, Valley Hope may disclose certain information to law enforcement, without patient consent, if it relates to a patient committing or threatening to commit a crime on the program premises or against program personnel. Information that can be disclosed without patient consent in such circumstances includes a report of the incident, patient status, name, address, and last known whereabouts of the person who committed or is threatening to commit the crime.

Federal laws and regulations do not protect any information about suspected child abuse or neglect from being reported under state law to appropriate state or local authorities. Thus, Valley Hope may disclose certain information to the appropriate state or local authorities, without patient consent, for an initial abuse or neglect report. Information that can be disclosed without patient consent in such circumstances includes a report or description of the child abuse or neglect, patient status, name, address, and last known whereabouts.

Violation of the Federal law and regulations by a program is a crime. Suspected violations may be reported to appropriate authorities in accordance with Federal regulations.

(See 42 U.S.C. 290dd-3 and 42 U.S.C. 290ee-3 for Federal laws and 42 C.F.R., Part 2 for Federal Regulations).

## **Privacy Practices Notice**

This privacy practice notice describes the privacy practices of Valley Hope, which includes Valley Hope facilities located in Colorado, Kansas, Missouri, Nebraska, Oklahoma, and Texas. The term "Valley Hope" refers to all of these facilities, both individually and collectively. When your protected health information is used or disclosed, we are required by law to abide by the terms of this privacy notice, or any other Notice of Privacy Practices that is currently in effect at the time of the information's use or disclosure, and to provide you with notice of our legal duties and privacy practices with respect to your protected health information. You may direct any questions about Valley Hope's privacy practices to the Valley Hope's Chief Compliance Officer at 785-877-5111. 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.

#### I. Privacy and Confidentiality

As a drug and alcohol treatment provider we are covered by two distinct federal laws that protect the privacy and confidentiality of information about your health, health care, and payment for services related to your health.

- Confidentiality of Alcohol and Drug Abuse Patient Information (42 C.F.R. Part 2): 42 C.F.R. Part 2 protects health information that identifies you as being a patient in a drug or alcohol program, or as having a drug or alcohol problem. This includes persons who have applied for, participated in, or received an interview, counseling, or any other service from a federally assisted alcohol or drug abuse program. This means that we may not acknowledge to a person outside of the program whether you are a current or former patient, nor can we disclose any information identifying you as an alcohol or drug abuser (except under certain conditions which are outlined in this notice).
- Health Insurance Portability and Accountability Act (HIPAA) Privacy Regulations (45 C.F.R. Parts 160 and 164): HIPAA protects all health information which identifies an individual, not just drug and alcohol related information.

#### II. Protected Health Information Uses and Disclosures WITH Your Consent

- We may use or disclose your protected health information if you have signed a consent or authorization form that meets requirements set forth in 42 C.F.R. Part 2 and HIPAA. You may revoke your information release authorization at any time, except to the extent that we have already taken action upon the authorization. If you are currently receiving care and wish to revoke your authorization, you will need to deliver a verbal or written statement to your counselor or the facility Business Office. If you have been discharged, you will need to deliver a verbal or written statement to the attention of the facility Business Office.
- It is important to note that a court with appropriate jurisdiction (or other authorized third party) may request or compel you to sign an information release authorization.

#### III. Protected Health Information Uses and Disclosures WITHOUT Your Consent

We may use or disclose your protected health information (including information obtained when you are applying for or receiving services for substance use disorders) under the conditions indicated below, even if you have not signed a consent or authorization form.

#### a. Internal Program Communications/Treatment

Program staff may use or disclose your protected health information to other staff within the program, or to an entity having direct administrative control over that program, if the recipient needs the information in connection with duties that arise out of the provision of substance use disorder diagnosis, treatment, referral, or coordination of care. For example, program counselors may consult among themselves if their work facilitating your substance use disorder so requires.

#### b. Health Care Operations

The examples below are for illustration only and do not constitute an exclusive list of all of the potential uses and disclosures that may be made for health care operations.

Program staff may use or disclose your protected health information for health care operations, such as internal administration and planning, that improve the quality and effectiveness of the care provided. We may disclose information to government agencies that regulate a program (e.g. state licensure or certification agencies), and peer review organizations that conduct program audits or evaluations (e.g. The Joint Commission). Any reports compiled as a result of these activities will not disclose, directly or indirectly, any individual patient identity. We may disclose your protected health information to an agent or agency which provides services to Valley Hope facilities under a Qualified Service Organization Agreement. This agreement includes a statement in which the agent or agency agrees to abide by applicable federal law and related regulations (42 C.F.R. Part 2 and HIPAA).

#### c. Payment for Care

We may disclose your protected health information to private agencies that provide third party payments. A group health plan, health insurance issuer, or HMO may disclose protected health information to the sponsor of the plan.

#### d. Medical Emergencies

We may disclose your protected health information to medical personnel to the extent necessary to treat a condition which poses an immediate threat to your health and which requires immediate medical intervention.

#### e. Minors

We may disclose to a parent or guardian, or other person authorized under state law to act on behalf of a minor, those facts about a minor which are relevant to reduce a threat to the life or physical wellbeing of the minor or any other individual, if the facility Executive Director judges that the threat will be reduced by communicating the relevant facts to such a person.

#### f. Incompetent or Deceased Patients

Legal guardians appointed by the court may sign consent forms on behalf of an individual who has been declared incompetent by a court. If a patient has not been declared incompetent by the court, but the Executive Director determines that his or her medical condition prevents "knowing or effective action on his or her own behalf," the Executive Director may authorize disclosures without patient consent for the sole purpose of obtaining payment for services from a third-party payer.

Protected patient information of deceased patients may be disclosed through authorization of a personal representative, guardian, or other person authorized by state law in accordance with 42 C.F.R. Part 2.

We may disclose protected health information to a coroner, medical examiner, or other authorized persons under laws requiring the collection of death or other vital statistics, or which permit inquiry into the cause of death.

#### g. Judicial and Administrative Proceedings

Your protected health information may be disclosed in response to a court order that meets the requirements of 42 C.F.R. Part 2 concerning Confidentiality of Alcohol and Drug Abuse Patient Records.

#### h. Commission of a Crime on Facility Premises or Against Program Personnel

Your protected health information may be disclosed to a law enforcement agency if you commit a crime or threaten to commit a crime on program premises or against program personnel. The information disclosed will be limited to information regarding the circumstances of the incident, the suspect's name, address, last known whereabouts, and status as a patient in the program.

#### i. Child Abuse

Federal laws and regulations do not protect any information about suspected child abuse or neglect from being reported under state law to appropriate state or local authorities.

#### j. Duty to Warn

If a program learns that a patient has made a specific threat of serious physical harm to another individual or individuals, the program will take appropriate steps to protect the intended victim(s) against such danger. This will include carefully considering options supported by 42 C.F.R. that would permit a disclosure to the intended victim(s) or appropriate authorities.

#### **IV. Your Individual Rights**

**Right to Receive Confidential Communications:** We will accommodate reasonable requests by you to receive communications of your protected health information by alternative means or at alternative locations. For example, you may request that communications be emailed or sent to a different location other than your home.

**Right to Request Disclosure Restrictions:** You have the right to restrict uses or disclosures of your protected health information by refusing to sign an information release authorization, or by amending the description of information to be disclosed. At your request, we will not disclose health information to your health plan, if the disclosure is for payment of a health care service or item for which you have paid Valley Hope in full (out of pocket). You also have the right to request additional restrictions on the use and disclosure of your protected health information for treatment, payment, and health care operations. While we will carefully consider your requests for these additional restrictions, we are not required to agree to them. If you are currently receiving alcohol or drug treatment services and wish to request additional restrictions, please contact your counselor. Once you are no longer receiving services, please contact the Business Office at the facility from which you received your services.

**Right to Inspect and Copy Your Health Information:** You have the right to request access to your Valley Hope Association patient record so that you may inspect and/or obtain copies of the record. Under limited circumstances we may deny you access to a portion of your records. You can make your request through your counselor or the Business Office of the facility in which you received services. We will act upon your request for access no later than thirty days after its receipt. We may impose a fee for each page copied. You will be informed of the proposed fee prior to any copies being made. If you disagree with a decision made about access to your records, please contact the Valley Hope Association Privacy Officer at 785-877-5111.

**Right to Amend Your Record:** You have the right to request an amendment to your health information kept in your patient record. Under certain circumstances, Valley Hope may deny your request for amendment. If this occurs, Valley Hope will notify you of this denial as outlined in the HIPAA regulations. If your request for amendment is accepted, you will be notified of the acceptance and a copy of the amendment will become a permanent part of your patient record. An amendment may be made by identifying the affected record(s) and appending or providing a link to the location of the amendment. We will work with you to obtain your consent so that we may notify any relevant persons with whom the amendment needs to be shared. You can make your request for any amendment through your counselor or the Business Office of the facility in which you received services.

**Right to Receive an Accounting of Disclosures:** Upon request, you may obtain an accounting of disclosures of your protected health information made during the six years prior to the date of your request. This does not include disclosures to you, those authorized by your written consent, or those related to your treatment, payment for services, or our health care operation.

**Right to Breach Notification:** You will be notified in the event we discover a breach has occurred in your unsecured protected health information, or if we have reason to believe that your unsecured protected health information has been accessed, acquired, or disclosed as a result of the breach. Notification will be made no more than 60 days after the discovery of the breach, unless it is determined by a

law enforcement agency that the notification should be delayed.

**Right to Receive a Paper Copy of this Notice:** Upon request, we will provide you with a paper copy of this notice.

**V. Effective Date and Duration of this Notice:** This notice is effective on February 6, 2013.

**VI. Right to Change Terms of this Notice:** We may change the terms of this notice at any time. If the terms of this notice are changed, the new terms will be made effective to all protected health information maintained by Valley Hope, including any information created or received prior to issuing the new notice. The new notice will be posted in public access areas at our service sites and on our Internet site at www. valleyhope.org. You may also obtain any new notice by contacting Valley Hope's office at 785-877-5111.

You have the right to communicate concerns or complaints if you feel your privacy and/or confidentiality rights have been violated, without fear of prejudice or penalty. For further information about your privacy and confidentiality rights, or if you are concerned that your privacy rights have been violated, or if you have concerns about our breach notification process, please contact Valley Hope's Chief Compliance Officer at 785-877-5111. You may file a written complaint with the Secretary of the United States Department of Health and Human Services. Upon request, we will provide you with the correct address. You may also file a complaint with the Office of Civil Rights at the regional office in which the violation occurred. (See below for contact information). Violation of federal law and regulations on Confidentiality of Alcohol and Drug Abuse Patient Records is a crime and suspected violations may be reported to the United States Attorney in the district in which the violation occurs.

#### Office of Civil Rights Regional Addresses:

Region VI (Oklahoma, Texas) Office for Civil Rights, U.S. DHHS 1301 Young Street – Suite 1169 Dallas, Texas 75202 (214) 767-4056; (214) 767-8940; (214) 767-0432 FAX

Region VII (Kansas, Missouri, Nebraska) Office for Civil Rights, U.S. DHHS 601 East 12th Street – Room 248 Kansas City, MO 64106 (816) 426-7277; (816) 426-7065; (816) 426-3686 FAX

Region VII (Colorado) Office for Civil Rights, U.S. DHHS 1961 Stout Street – Room 1426 Denver, CO 80294 (303) 844-2014; (303) 844-3469; (303) 844-7025 FAX



"I have learned to slow down in almost every aspect of my life. When I get worked up and rush things, I tend to have expectations and resentments. I have learned to just stop and breathe; to enjoy the little things and be grateful for what is right in front of me and where I am at that moment."

# Patient Rights and Responsibilities



## **Patient Rights and Responsibilities**

As a Valley Hope patient, you have certain rights. These rights are listed below. If you have questions, please ask a member of the treatment team.

**Informed of Rights:** You have the right to be informed orally and in writing of your patient rights.

**Private Access:** You have the right to privacy. This will include access to quiet areas for meditation and private conversation. Staff members will not enter your room without knocking. Staff will not search your room or belongings unless all room occupants are present. Your personal belongings will not be subject to misappropriation by staff affiliated with Valley Hope.

No Fingerprinting: You have the right not to be fingerprinted, unless required by law.

**Photographs**: You have the right not to be photographed without specific written consent, except that you may be photographed upon admission to Valley Hope for identification and administrative purposes of Valley Hope. All photographs shall be confidential and shall not be released by Valley Hope except pursuant to court order.

**Research:** Valley Hope will not conduct any experimental research or clinical trial that is not a professionally recognized treatment. You have the right to participate or refuse to participate in research or experimental treatment. You have the right to give informed consent in writing, refuse to give informed consent or withdraw informed consent to participate in research or in treatment that is not a professionally recognized treatment. Valley Hope will only include patients in research after the patient has consented in writing. The patient may refuse to consent or withdraw written consent to participate in research or a clinical trial without affecting the services available to that patient.

**Patient Observation, Recording, Filming:** Valley Hope Association uses security cameras in public areas for safety reasons. Valley Hope may record incoming calls for quality assurance and training purposes; recordings are not part of a patient record. Callers are notified within the recorded greeting that calls will be recorded and informed how to opt-out. Individual/family sessions may be observed behind two-way mirrors and/or recorded with videotape equipment only with written approval from all patients observed/taped. The observations/recordings are used for training purposes and are not part of the patient record. Patient Health Information that is recorded on camera or audio is protected under HIPAA and 42 CFR, Part 2.

**Medical Record Review:** You have the right to examine the written treatment program and the medical record, unless the medical provider who is a health professional under applicable state law determines that such an examination is contraindicated or otherwise prohibited by law. If the attending physician or the physician's designee denies such an examination, this determination shall be noted in the patient's medical record.

**Treatment Explanation:** You have the right to receive a verbal explanation of your condition and proposed treatment, including the intended outcome, nature of the

treatment, procedures involved in the treatment, risks or side effects from the treatment and alternatives to the treatment. You have the right to be informed in advance about care and treatment and of any changes in care and treatment that may affect your well-being.

**Alternatives for Care:** Where appropriate, alternatives for care and treatment exist and when you request information concerning alternatives, you will receive such information without violating confidentiality.

- You have the right to request the opinion of a consultant at personal expense, or to request an in-house review of the individual treatment plan.
- You will receive a referral to another health care institution if Valley Hope is not authorized or not able to provide physical health or behavioral health services to the patient.

**Referral:** You have the right to receive a referral to another health care institution if Valley Hope is not authorized or not able to provide behavioral health services or physical health services needed by the patient.

**Mistreatment:** You shall not be physically or verbally abused. You have the right to be treated with dignity, respect, and consideration.

**No Retaliation:** You have the right to be free from abuse, neglect, exploitation, coercion, manipulation, or retaliation for submitting a complaint to a State Licensing body or another nationally accredited agency.

**Storage Space:** You have the right to have access to individual storage space for your private use while undergoing evaluation or treatment.

**Personal Autonomy:** You have the right to wear your own clothing, bring photographs or other items to personalize your sleeping area, keep and use your own personal possessions including toilet articles (Valley Hope does not allow alcohol-based products which may include mouthwash, aerosol sprays, etc.) and to keep and be allowed to spend a reasonable sum of your own money for your own needs and comfort. The Executive Director may deny your rights under this paragraph if necessary to protect the safety of you or others. The denial shall be based on a written determination and entered into your patient record and that information shall be made available on request to you or your attorney or guardian.

**No Seclusion, Restraint, or Food Deprivation:** You shall not be subjected to seclusion or mechanical or pharmacological restraints. You shall not be denied food, opportunity to sleep, or opportunity to use the toilet. At no time will Valley Hope control your finances.

**No Discrimination:** You have the right to not be discriminated against based on race, national origin, religion, gender, sexual orientation, age, disability, marital status, or diagnosis.

**Individualized Treatment:** You have the right to receive treatment that (1) supports and respects your individuality, choices, strengths, and abilities; (2) supports your personal

liberty and only restricts your personal liberty according to a court order, by you or your representative's general consent, or as permitted under law; and (3) is provided in the least restrictive environment that meets your treatment needs.

**Communication:** You have the right to uncensored, private communication with your family, attorney, personal physician, clergy, state agencies, or anyone of your choosing, by mail, telephone, or person-to-person contact, unless clinically contraindicated or restricted by a court order.

If, as determined by the treatment team, therapeutic indications necessitate restrictions on visitation, telephone calls, or other communications, those restrictions, and the treatment purpose behind them, will be discussed with you and documented in your patient record. The restrictions will be evaluated for continuing therapeutic effectiveness at least every seven days by the clinical staff.

**Participate in Care:** You have the right to participate, or have a representative participate, in the development of or decisions concerning treatment.

**Assistance:** You have the right to receive assistance from a family member, representative, or other individual in understanding, protecting, or exercising your rights.

**No Forced Labor:** You have the right to refuse to perform labor for an agency, except for the housekeeping activities and activities to maintain health and personal hygiene. You have the right to be compensated according to state and federal law for labor that primarily benefits the agency and that is not part of your treatment plan.

**Discharge Requirements:** You have the right to be informed of the requirements necessary for your discharge.

**No Unnecessary Discharge:** You have the right to be free from discharge or transfer, or threat of discharge or transfer, for reasons unrelated to your treatment needs, except as established in a fee agreement signed you.

**No Forced Statement:** You have the right to refuse to acknowledge gratitude to the agency through written statements, other media or speaking engagements at public gatherings.

**Smoke-free Facility:** You have the right to receive behavioral health services in a smoke-free facility even though smoking may be permitted outside.

**Review State Administrative Codes:** You may review administrative codes outlined by the state that the services are provided in, the report of the most recent inspection of the premise conducted by the Department of Health Services, a plan of correction in effect as required by the Department, or the most recent report of inspection from a nationally recognized accreditation agency in lieu of the local Department of Health Services.

# **Rules and Regulations**



## **Rules and Regulations**

#### **Residential Rules and Regulations:**

- The personal possession, use, or provision of alcoholic beverages, marijuana, prescription, or non-prescription drugs (including over the counter drugs) is prohibited. If you are receiving Residential Treatment, all medications must be turned into the Nursing Department. The nursing staff will administer these medications at the nursing station, if appropriate. You have the right to request the return of medications at discharge and, unless contraindicated by our physician, they will be returned to you. Additionally, prior to returning a discontinued medication, you will be educated about the danger and effects of taking a discontinued medication.
- If you use alcohol or other drugs during the course of your treatment, or supply other patients with alcohol or other drugs, or are suspected of these behaviors, structured interventions will be initiated based on your assessed individualized treatment needs. These interventions may include admission to the facility recovery rooms for observation and support; a urine drug screen and/or breathalyzer; a search of your belongings and/or room; transfer to another treatment facility; and termination from treatment.
- Urine drug screens are a tool used by Valley Hope to assess and encourage your recovery. A UDS will be performed on admission to Valley Hope. In addition, a UDS may be ordered randomly, following a return to the facility after a necessary outing, or if there is concern you may have used alcohol or drugs in treatment. A member of your treatment team will discuss the reasons for obtaining a screen and your results will be discussed with you. Unexpected results on a facility-run screen may be sent to an outside lab for confirmatory testing.
- Room searches may be conducted. Searches will be conducted by two staff members in you/your roommates' presence.
- Sexual activity is prohibited. You and your assigned roommate are the only people allowed in your assigned room.
- Appropriate clothing, including shoes, is required in all public areas.
- It is your responsibility to attend all treatment activities without reminders.
- Excessive noise is prohibited at all times and in all places.
- If you need to be off grounds during your treatment, you are required to sign out at the nursing station and sign in when you return.
- The possession of firearms, knives or other weapons is prohibited on all Valley Hope premises. If you are in possession of a firearm, knife or other weapon, please turn the item in to a staff member. We will assist you in contacting a family member who will be asked to come to the facility to retrieve the item.
- Physical violence, verbal abuse, sexual conduct and possession, sale or use of alcohol or other drugs is expressly prohibited.
- Smoking and other tobacco use is prohibited except in designated areas.
- Vapes and electronic cigarettes (in any form) are expressly prohibited on the property.
- We ask that you not hang, attach, or affix any decorative display to any wall.

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#### **Outpatient Rules and Regulations:**

- You are expected to attend all individual, group counseling sessions, chaplain sessions, physician/medical provider appointments and appointments with the Business Office. If you choose to cancel or need to reschedule your appointments, notify us within 24 hours. Unless we are notified of cancellation 24 hours in advance, a fee may be charged for missed appointments.
- You are expected to abstain from all mood-altering substances. If you do drink and/or use other drugs, notify your counselor immediately so that together you can examine other types of support needed to stay clean and sober. If you are taking a prescription drug, you are expected to inform your counselor before coming to therapy.
- If you use alcohol or other drugs during the course of your treatment, or are suspected of these behaviors, structured interventions will be initiated based on your assessed individualized treatment needs. These interventions may include transfer to a higher level of care; a urine drug screen and/or breathalyzer; transfer to another treatment facility; and termination from treatment.
- Urine drug screens are a tool used by Valley Hope to assess and encourage your recovery. A UDS may be performed on admission to Valley Hope. In addition, a UDS may be ordered randomly, or if there is concern you may have used alcohol or drugs in treatment. A member of your treatment team will discuss the reasons for obtaining a screen and your results will be discussed with you. Unexpected results on a facility-run screen may be sent to an outside lab for confirmatory testing.
- Physical violence, verbal abuse, sexual conduct and possession, sale or use of alcohol or other drugs is expressly prohibited.
- Smoking and other tobacco use is prohibited except in designated areas.

**Unintended Discharge:** Disregard for the rules and regulations listed above may result in discharge from Valley Hope. If you are discharged, we will work with you to refer you to a more appropriate treatment setting. If you are discharged from Valley Hope, and you submit a written request for an explanation regarding that decision, Valley Hope will respond in writing to your request within 30 days.

**Valley Hope Property Responsibilities:** Please be advised that you will be charged for theft, damage, or destruction of Valley Hope property. In those cases where repair is possible, you will be charged for the cost of materials and labor. When replacement is necessary, you will be charged the replacement cost. If you smoke in your room, you may be charged an additional cleaning fee.

**Housekeeping Services:** Following is a list of the services provided by the Housekeeping Department:

- You will receive clean towels twice each week.
- You will be provided with clean bed linens each week.
- You will be responsible for changing your bed linens and putting the dirty linens in an appropriate receptacle.

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**Personal Responsibilities:** You will be required to take personal responsibility for the daily upkeep of your living quarters, the facility lounge space, and other public areas. This will include making your bed; maintaining your personal effects in a reasonably neat and orderly manner; and keeping your room neat, orderly, sanitary, and free from fire hazards\*. These responsibilities are all an integral part of your treatment program and do not constitute reimbursable work.

\* If you are a patient of New Directions for Families you may be assigned additional personal responsibilities related to upkeep of family member beds, family rooms, family bathrooms, meal preparation, meal clean up, upkeep of community areas, etc.

**Personal Property Responsibilities:** You are responsible for maintaining possession of your own personal property. We strongly encourage you to leave valuables at home since Valley Hope cannot be responsible for your personal belongings. Upon discharge, it is your responsibility to remove your personal property. If you leave property behind, we will make an attempt to contact you using the telephone number you provided at admission so that it can be returned. If you do not return our calls or are otherwise unreachable, personal property will be donated or otherwise disposed of within 30 days from your discharge date.

**Phones:** All residential facilities have phones available for your use when you are not in sessions. Please ask a staff member for the phone numbers so you can share with your family/significant other. We ask you to encourage your family/significant other to call outside of programming hours. The policy for use of personal cell phones varies by facility and will be discussed with you prior to admission and at admission.

**Vehicles:** If you choose to park your vehicle at the facility, you will need to turn your keys in to staff. You may not have access to your vehicle during the course of your residential treatment.

**Safety Concerns:** You and your family members have the right to express opinions or recommendations regarding any safety concerns related to care, treatment, services, or facility condition. The concerns may be submitted in writing or communicated directly to the Executive Director or any other staff. It is the responsibility of the Executive Director or his/her designee to make known the disposition of the opinion or recommendation within 72 hours of being notified of the concern.

**Medication Risk:** The risks associated with the use of any medication(s) that may be construed to be hazardous to you will be fully explained in terms easily understood. No unusual or experimental drugs, treatments or procedures will be used. In the event that you are unable to exercise sound judgment regarding the use of a potentially hazardous medication(s), the risk of the use of that medication(s) will be explained to family members or if applicable your legal guardian. The decision as to whether or not you are able to exercise sound judgment in this area rests with a licensed physician/medical provider. You or, when appropriate, your family or legal guardian, will give written consent prior to the use of potentially hazardous medications. Potentially hazardous medications will be administered in accordance with accepted clinical practice and will be directed and supervised by a licensed physician/medical provider.

**Patient Access to Own Information:** You have a right to access your patient record. You may obtain a copy of your record. If you request access to your patient record, every effort will be made to have a professional staff member review the requested information with you and make any necessary explanations regarding the content or its meaning. Requests by you for access to your patient record will be acted upon in a timely manner, no later than thirty days after receipt of the request.

**Medical Assessment:** You will have a nursing assessment by a licensed nurse soon after your residential admission. For outpatient admissions, an assessment of your medical history will be completed by a clinician or nurse. Please provide complete and accurate health information so that you can receive prompt, appropriate treatment. If you have a problem which cannot be treated at Valley Hope, we will help you make the necessary arrangements to refer you to a place which can provide the treatment you need.

Valley Hope outpatient facilities do not require Medication Assisted Treatment compliance as a condition of treatment. Where appropriate and available, you may have the opportunity to participate in medication services or be referred to a medical provider for appropriate medications.

**Infection Control:** Infection control and prevention is an important concern in Valley Hope programs. The best way to prevent infection is to avoid behaviors that put you at risk of infection. If you have any questions about these or other behaviors, please feel free to talk with the nursing staff or your counselor.

**Visitors:** Visitation policy varies by residential facility. Please ask a staff member at your center regarding the visitation policy. You and your counselor will develop a plan for involving your family/significant other in your treatment.

**Transportation by Valley Hope vehicle:** You may be transported to activities or approved medical appointments by Valley Hope vehicle. You are expected to wear a safety belt while in the vehicle and not distract the driver.

**Transportation by Patient/Private vehicle:** Should you choose to travel in another patient's private vehicle while in treatment, you do so at your own risk as Valley Hope does not verify driving ability, vehicle safety, or driver's license validity for patient/private vehicles.

**Mobile Application:** In some markets, CHESS Health, Inc., has provided a mobile application to assist in recovery. The information that has been uploaded or stored in the mobile application includes your information and will be locked with a mobile device passcode. The mobile application is a recovery tool and Valley Hope is not responsible for the material uploaded or the patient progress with the application. The mobile application is NOT monitored 24 hours, seven days a week by Valley Hope staff. If you are participating in this program, you will be instructed to add additional contacts to your profile settings in the application to assist you in the event of a crisis.

# Your Health and Safety



## Basic Information HIV/AIDS – Tuberculosis – Sexually Transmitted Infections – Hepatitis

**HIV/AIDS:** Human Immunodeficiency Virus (HIV) is a virus that is spread by blood and body fluids, commonly through sexual contact or sharing needles. HIV weakens a person's immune system by destroying important cells that fight disease and infection. No effective cure exists for HIV, but with proper medical care, HIV can be controlled. If HIV infection goes untreated and progresses, then AIDS (Acquired Immune Deficiency Syndrome) can develop, leading to significant impairment of immunity which can allow life threatening infections and the development of certain cancers. Some groups of people in the United States are more likely to get HIV than others because of many factors, including their sex partners, their risk behaviors, and where they live. High risk groups include men or transgender women who have sex with men and people who inject drugs. A simple blood test can be performed to test for HIV. In addition to treatment after infection, pre-exposure prophylaxis is an option for some people in high risk groups.

**Tuberculosis (TB):** Tuberculosis (TB) is a disease caused by an organism spread from person to person through coughed or exhaled droplets. TB usually affects the lungs, but it can also affect other parts of the body, such as the brain, the kidneys or the spine. Cough, weight loss and night sweats are common symptoms. A person with TB can die if they do not get treatment. A PPD test is a test for TB that is placed under the skin and monitored for a reaction. If positive, further evaluation is needed and treatment with a variety of antibiotics can cure TB. Risk factors for TB include HIV infection, IV drug use, alcohol use disorder, diabetes, and smoking.

**Sexually Transmitted Infections (STIs):** Sexually Transmitted Infections (STIs) are preventable. Gonorrhea, chlamydia, syphilis, genital herpes, HPV and trichomoniasis are all STIs. Genital lesions, pain with urination and discharge from the penis are common STI symptoms in males. In female patients, common symptoms include genital lesions, pelvic pain or vaginal discharge. Some females may have mild or no symptoms, so screening tests are often done at the time of an annual exam/pap test. If not diagnosed and treated, some STIs can lead to problems with infertility. A simple urine test can be ordered to diagnose several STIs.

**Hepatitis:** Hepatitis means inflammation of the liver. The liver is a vital organ that processes nutrients and many medications, filters the blood, manufactures important proteins and fights infection. When the liver is inflamed or damaged, its function can be affected. Heavy alcohol use, drugs and toxins, some medications, and certain medical conditions can cause hepatitis. However, hepatitis is most often caused by a virus. Hepatitis B and C are spread by blood and body fluids, so sexual contact or contact with blood from a needle are common methods of acquiring hepatitis. A blood test can detect hepatitis and effective antiviral treatments are available. Symptoms of acute hepatitis include yellow eyes and skin, fatigue, and nausea, but some patients with hepatitis experience no symptoms.

**Confidentiality:** All tests for HIV and STIs are performed confidentially, so your results are given to you only. However, if you are given a diagnosis of an infectious illness, it is best to notify anyone you may have exposed so that they may be tested and treated, as well. Your Valley Hope team can assist in doing this if you wish.

**Questions:** If you have any questions about infectious illness, please speak to your nurse or medical provider at Valley Hope. You may also get information on the Center for Disease Control (CDC) website.

**Protecting Against HIV and Other STIs:** Public health officials agree that the best advice for people who are sexually active is to limit the number of sexual partners, to not go back and forth between partners, to avoid sexual contact and seek medical evaluation if they suspect infection, and to use latex condoms correctly every time they have sex.

Condoms cannot offer universal protection from all STIs, but they can reduce the risk of infection. When used consistently and correctly, latex condoms have been found to be highly effective at preventing HIV transmission. They can also reduce the risk of gonorrhea, chlamydia, and trichomoniasis. For genital herpes, syphilis, and HPV, the risk of transmission is reduced only when the condom covers the infected areas.

## **Emergency Preparedness**

The facility Emergency Preparedness Plan is posted in public areas throughout the facility. In the event of an emergency, staff members will be giving directions to ensure everyone remains calm and safe. Every person must follow the guidance provided by the staff member. The plan will advise all patients, visitors, and guests of measures that need to be taken if an emergency occurs.

Fire or other environmental drills, human events, or technological drills may be conducted during your time at Valley Hope. The drills are conducted to ensure a safe environment for our patients, staff, family members, visitors, and facility and to meet State and Joint Commission requirements. Valley Hope appreciates your help in keeping everyone safe.

# **Activities Release and Waiver of Liability Agreement**

During your stay at Valley Hope, you have the opportunity to participate in optional recreational activities, including but not limited to kickball, volleyball, basketball, softball, aerobics, yoga, and other sports or physical activities, whether on-site or off-site ("recreational activities"). The recreational activities offered by Valley Hope are voluntary and are not necessary for your medical or therapeutic treatment. If you wish to participate in recreational activities during your stay with Valley Hope, you must agree to the following terms and place your signature on the designated form.

This Agreement contains a release and waiver of liability, and when signed, is a binding contract between you and Valley Hope with legal consequences. Please read this Agreement carefully in its entirety before signing. In exchange for participating in recreational activities offered by Valley Hope, I agree to and state the following:

**Assumption of Risk:** I understand that all recreational activities offered by Valley Hope, while strongly encouraged, are optional and not necessary for my medical or therapeutic treatment at Valley Hope. In the event that a physical activity is offered for recreation, each facility will also offer a non-physical activity for those who are unable to participate. I acknowledge that my participation in recreational activities is not a mandatory requirement of Valley Hope, and that my participation is purely voluntary and of my own free will.

I understand that participating in recreational activities can be dangerous and presents the risk that I will sustain serious injury, temporary or permanent disability, death, and/or property damage. I understand that the risks from participating in recreational activities include, but are not limited to: equipment malfunction, exposure to outdoor elements, my own negligence, and the negligence of others. I understand that these examples of risks are not exhaustive, and that unanticipated risks or accidents may occur. I also understand that the recreational activities offered by Valley Hope may not be supervised.

I understand that I must do my part to protect my own safety and the safety of others when I participate in recreational activities. I agree to follow any safety guidelines provided by Valley Hope and any person or third party facilitating the recreational activities. I understand that my failure to follow such guidelines may result in personal harm or injury.

I voluntarily agree to assume all risks and dangers that may occur due to my participation in recreational activities offered by Valley Hope, whether on-site or off-site, including the risk that I may sustain serious injury, temporary or permanent disability, death, and/ or property damage caused by the actions, omissions, or negligence of Valley Hope, its officers, employees, volunteers, or agents, or any third party facilitating the recreational activity.

**No Representations:** I understand that Valley Hope makes no representation about the conditions of the premises or equipment that may be used for recreational activities, whether on-site or off-site. I agree to accept and use Valley Hope premises and equipment in its "as is" condition for recreational activities. I agree that I am not relying on any statement or representation by Valley Hope or its officers, employees, volunteers, or agents that are not expressly stated in this Agreement.

**Release from Liability:** I voluntarily agree, on behalf of myself, my heirs, and my personal representatives, to fully release and discharge Valley Hope and its officers, employees, volunteers, and agents from any and all liability or claims I may have for injuries or damages (including personal injury, temporary or permanent disability, death, and/or property damage) arising out of my participation in recreational activities offered by Valley Hope, whether on-site or off-site, including any injuries or damages caused in whole or part by the actions, omissions, or negligence of Valley Hope, its officers, employees, volunteers, or agents, or any third party.

I understand that this Release from Liability is intended to be and is a complete release of any responsibility of Valley Hope or its officers, employees, volunteers, and agents for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me due to my participation in recreational activities provided by Valley Hope and will be enforced to the fullest extent permitted by law.

**Covenant Not to Sue:** I voluntarily agree, on behalf of myself, my heirs, and my personal representatives, that I will not sue or make any claim against Valley Hope or its officers, employees, volunteers, or agents for any injuries or damages I may sustain as a result of my participation in recreational activities at Valley Hope, whether or not such injuries or damages were caused in whole or part by the actions, omissions, or negligence of Valley Hope or its officers, employees, volunteers, or agents, or agents, or any third party.

**Indemnification:** I voluntarily agree, on behalf of myself, my heirs, and my personal representatives to indemnify and hold harmless Valley Hope and its officers, employees, volunteers, and agents against any third party losses, damages, lawsuits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any and all personal injuries, temporary or permanent disability, death, and/or property damage arising out of my participation in recreational activities provided by Valley Hope.

**Entire Agreement:** I agree that this Agreement is the entire agreement between me and Valley Hope about my participation in recreational activities provided by Valley Hope. I agree that this Agreement supersedes any prior agreement or communications between me and Valley Hope about my participation in recreational activities. I agree that this Agreement can only be changed in writing and signed by both me and Valley Hope.

I agree that this Agreement is binding on myself, my heirs, my personal representatives, and anyone who might claim or sue on my behalf. I also agree that this Agreement is valid and binding from the date I sign it.

**Severability:** If a court of competent jurisdiction holds that any provision or portion of this Agreement is illegal, invalid, or unenforceable, the remaining provisions or portions will remain in full force and effect.

**Governing Law and Venue:** I agree that this Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Kansas and the venue for litigation will be exclusively in Norton County, Kansas.

# Our Commitment to You



# **Statement of Non-Discrimination**

**Admission Access:** Patients, excluding minors and those unable to make sound judgments, are free to enter a Valley Hope treatment facility without consent or approval of legal spouses or significant others. In addition, a patient has the right to treatment at a Valley Hope facility regardless of the treatment status of the legal spouse.

You will not be denied admission to a Valley Hope facility on the basis of race, color, national origin, religion, economic status, age, marital status, gender, sexual orientation, or admission status. You will not be denied admission to a Valley Hope facility on the basis of disability or medical condition if either of these latter two does not prevent treatment from occurring.

## **Grievance Process**

You and your friends or relatives have the right to express opinions, recommendations and grievances regarding treatment, safety, and/or fee schedule without fear of prejudice or penalty. The grievance must be filed within 72 hours of the grievance. You have the right to submit written or verbal expression of opinions, recommendations and grievances to the facility Executive Director or any other staff. It is the responsibility of the Executive Director or his/her designee to make known the disposition of the opinion, recommendation or grievances, in written form, within 72 hours of the filing of the grievance. If the complaint or grievance is not resolved through this process, patients and family members may contact Valley Hope Association (VHA) at 1-800-654-0486, or PO Box 510, Norton, Kansas 67654. If resolution still does not occur, patients and family members may contact The Joint Commission's Office of Quality Monitoring at 1-800-994-6610 or email patientsafetyreport@jointcommission.org. Local contacts for grievances are as follows:

**Colorado:** In VHA Colorado facilities, the grievance procedure will provide for review and adjustment of grievances including, but not limited to, refusal of admission and termination of services against your wishes. In the event that you wish to file a grievance with the Colorado Department of Human Services, you may contact the Colorado Department of Human Services at 1575 Sherman St., Denver, Colorado 80203, telephone # 303-866-5700. If you wish to file a grievance with the Department of Regulatory Agencies, you may contact them at 1560 Broadway, Suite 1545, Denver, Colorado, 80202, telephone # 303-894-7855.

**Kansas:** In VHA Kansas facilities, the grievance procedure will provide for review and adjustment of grievances including, but not limited to, refusal of admission and termination of services against your wishes. In the event that you wish to file a grievance with KDADS Survey, Certification and Credentialing, the patient may contact 503 S. Kansas Avenue, Topeka, Kansas 66603, telephone # 785-296-6807, without any communication restrictions.

**Missouri:** In VHA Missouri facilities, the grievance procedure will provide for review and adjustment of grievances including, but not limited to, refusal of admission and termination of services against your wishes. In the event that you wish to file a grievance with the Missouri Department of Mental Health, you may contact: Client Rights Monitor, Department of Mental Health, P.O. Box 687, Jefferson City, MO 65102, telephone # 800-364-9687.

**Nebraska:** In VHA Nebraska facilities, the grievance procedure will provide for review and adjustment of grievances including, but not limited to, refusal of admission and termination of services against your wishes. In the event that you wish to file a grievance with the Nebraska Department of Health and Human Services, you may contact: Department of Health and Human Services, P.O. Box 95026, Lincoln, Nebraska, 68509, telephone # 402-471-3121.

**Oklahoma:** In VHA Oklahoma facilities, the grievance procedure will provide for review and adjustment of grievances including, but not limited to, refusal of admission and termination of services against your wishes. In addition to the general options and grievance policy stated above, the grievance must be filed within 72 hours of the grievance and must be in written form. You may also file a grievance with the Oklahoma Department of Mental Health and Substance Abuse Services Consumer Advocacy Division, P.O. Box 151, Norman, Oklahoma 73070, telephone # 866-699-6605. Facility personnel will not restrict, discourage, or interfere with your communication with Valley Hope, with an attorney, or with the ODMHSAS Consumer Advocacy Division for the purposes of filing a grievance.

**Texas:** In VHA Texas facilities, the grievance procedure will provide for review and adjustment of grievances including, but not limited to, refusal of admission and termination of services against your wishes. You may file a grievance about any violation of your patient rights or Texas Health and Human Services Commission rules. You will be provided with writing materials, postage, and access to a telephone, as needed, for the purpose of reporting a grievance. If you are unable to read or write, you will be given any assistance needed. The Executive Director will respond in writing to written grievances within 7 calendar days of receiving the grievance. You may also file a grievance with the Texas Health and Human Services Commission Substance Abuse Compliance Group Investigations at 1100 West 49th Street, Austin, Texas 78756, Mail Code 2823, telephone # 800-832-9623. Facility personnel will not restrict, discourage, or interfere with your communication with Valley Hope, with an attorney, or with the Texas Health and Human Services of filing a grievance.

# **Understanding Your Financial Commitment**



# **Financial Policies**

**Statement of Charges:** At admission, a statement of charges showing our standard rates will be reviewed with you. A copy is also available in this Patient Handbook. Our statement of charges reflects our charges as of the date shown and is subject to change. If charges are updated while you are receiving services, you will be notified. Valley Hope offers several prepaid discounted programs for Residential, Intensive Outpatient, and Outpatient. Our Business Office staff will review all discounted programs with you.

**Payment Policy:** Valley Hope requests a down payment at admission from all patients. This down payment is credited to your patient account. Services received are posted to your patient account once you receive them.

You will be expected to pay for goods or services provided by Valley Hope including lab, physician/provider, medications, and specialty medical provider services. You are personally responsible for charges regardless of health insurance coverage. Health insurance payments on your account may reduce personal financial responsibility. It is important that you know that decisions regarding insurance coverage are made independently by the insurance provider or managed care company and not by Valley Hope; therefore, you remain responsible for all charges not covered by insurance.

Our Business Office staff will meet with you early in treatment to explain any insurance benefits you may have to help cover the cost of treatment and will explain the insurance pre-certification requirements for your insurance policy. Patients are expected to pay all charges or estimated patient responsibility at or before discharge and may make use of financing with a lender of your choice. When approved, short term Payment Plans may be offered. Payment Plans are based upon total estimated patient responsibility and require minimum monthly payments. Payment Plan terms will not extend beyond 36 months. If you fail to complete financial arrangements with Valley Hope, we retain the right to collect for all goods and services received up to and including engaging third-party collectors.

**Billing for Services:** Valley Hope is a private program which operates on a fee for services basis. Therefore, it is your responsibility to pay your treatment costs. Any limitation placed upon the duration of services offered to you will be clinically determined. Prior to your discharge you will be informed about the cost, itemized, when possible, of services rendered to you. If at any time you have questions concerning the cost of your treatment, please feel free to talk with our Business Office.

**Health Insurance Pricing:** If Valley Hope is considered In-Network with your insurance carrier or Managed Care Organization (MCO), your insurance carrier/MCO and Valley Hope have negotiated pricing. A member of our Business Office will review specifics of pricing once pre-certification for the services and level of care are determined by your carrier/MCO. If you are pre-certified at Partial Hospitalization with Boarding by your insurance carrier/MCO, you may incur additional charges for room and board.

**Health Insurance Cost-Sharing:** Your insurance plan may designate cost-sharing or the share of costs covered by your insurance that you pay out of your own pocket. This term generally includes deductibles, coinsurance, and copayments or similar charges. This does

not include premiums, balance billing amounts for non-network providers, or the cost of non-covered services.

**Health Insurance Billing:** Valley Hope offers insurance billing for most insurances in which benefits to cover services being performed are available. For those insurances in which Valley Hope is considered in network, the negotiated contract rate between the insurer and Valley Hope will be utilized. For insurances in which Valley Hope is considered out-of-network, the patient will be balance billed for all billed charges not paid in full by the insurer.

Valley Hope will not accept or file claims to indemnity-type policies in which the allowable amount is paid directly to the patient, healthcare cost sharing policies or healthcare reimbursement accounts (this list is not exhaustive and is subject to change as necessary).

If your insurance fails to remit payment to Valley Hope for claims filed, any and all charges will be your responsibility to pay in full.

**Refund Policy:** If a credit balance is shown on your account after you have been discharged and all charges have been posted, your account will be reviewed for a refund. The refund will be made to the person who made the payment(s) via the same method in which it was originally paid, i.e., either by check or credit card. If more than one person made the down payment, the refund will be prorated among all the payers by the same method in which they paid.

**Returned Check Fee:** In the event your bank fails to honor any check or pre-authorized automatic payment, you will be charged a \$20 returned check/rejected automatic payment fee.

**Check Cashing:** Valley Hope is unable to cash any second or third-party checks in our Business Office. We do accept cash, check, and all major credit cards for payment of goods and services.



# Valley Hope Contact Information



# **Our Facilities**

#### ATCHISON

1816 N 2nd St, Atchison, KS 66002 **Phone:** (913) 367-1618 **Fax:** (913) 367-6224

#### BOONVILLE

1415 W Ashley Rd, Boonville, MO 65233 Phone: (660) 882-6547 Fax: (660) 882-2391

#### CUSHING

100 S Jones Ave, Cushing, OK 74023 **Phone:** (918) 225-1736 **Fax:** (918) 225-7742

#### DENVER

7108 S Alton Way, Centennial, CO 80112 **Phone:** (303) 694-3829 **Fax:** (303) 694-3846

#### GRAPEVINE

2300 William D Tate Ave, Grapevine, TX 76051 Phone (Residential): (817) 424-1305 Phone (Outpatient): (817) 424-9013 Fax (Residential): (817) 424-1327

### MOUNDRIDGE

200 S Avenue B Ave, Moundridge, KS 67107 **Phone:** (620) 860-1904 **Fax:** (620) 345-4684

Fax (Outpatient): (817) 329-0974

#### **NEW DIRECTIONS FOR FAMILIES**

Littleton, CO [call for full address] **Phone:** (720) 623-0747

#### NORTON

709 West Holme Street, Norton, KS 67654 **Phone:** (785) 877-5101 **Fax:** (785) 877-3903

#### **OKLAHOMA CITY**

2816 NW 58th St #103, OKC, OK 73112 Phone: (405) 946-7337 Fax: (405) 242-4487

#### **OMAHA**

11815 M St #100, Omaha, NE 68137 **Phone:** (402) 991-8824 **Fax:** (402) 991-3486

#### **O'NEILL**

1421 N 10th St, O'Neill, NE 68763 **Phone:** (402) 336-0008 **Fax:** (402) 336-3096

#### **OVERLAND PARK**

10955 Granada Ln, Overland Park, KS 66211 Phone: (913) 432-4037 Fax: (913) 327-3978

#### PARKER

22422 E Mainstreet, Parker, CO 80138 Phone: (303) 841-7857 Fax: (303) 841-6526

#### WICHITA

650 S Westdale Dr #207, Wichita, KS 67209 Phone: (316) 264-7369 Fax: (316) 946-5806

#### **HOME OFFICE**

P.O. Box: 510 Norton, Kansas 67654 **Phone:** (800) 544-5101

#### ACCOUNTS AND BILLING

P.O. Box: 510 Norton, Kansas 67654 **Phone:** (785) 877-2421

#### **INSURANCE**

P.O. Box: 510 Norton, Kansas 67654 **Phone:** (785) 877-5111



"Everyday, we have choices that we ourselves are responsible for. Everyday, I choose to embrace my sobriety with pride. I am living proof that if you truly want to, you can change. You can live a life of happiness in sobriety, even through the toughest of times."

"Sobriety has improved my life because it has enabled me to achieve the goals I set for myself before I started using. I became a mastery level mental health therapist and now I'm an attorney. I'm also a loving and responsible mother. I wouldn't be any of these things without recovery. "





"I learned that recovery is continuous and requires daily effort. I thought that if I went through rehab, then I would be 'fixed.' That wasn't the case for me. Rehab at Valley Hope got me healthy enough to learn what I needed to do to be successful once I discharged."

"It's okay to feel those feelings. What they tell you in treatment works. Get a sponsor, go to meetings, read your literature and use your higher power (whatever that may be). Find a solid support system. Sobriety may seem selfish at first, but you have to think of yourself for once."



#### Statement of Charge 2023-2024 Valley Hope Association P-15 / 06-23

### Statement of Charges 2023-2024

Valley Hope is a private, not-for-profit corporation. Treatment is provided on a fee-for-service basis. The costs for all levels of treatment at Valley Hope are:

Residential Services (Room and Board Included)	Retail Rate	Private Pay Rate
Detox/Medically Monitored Withdrawal Management Per Day	\$2,500	\$900
Inpatient (IR) Per Day	\$2,250	\$800
Residential (RTC) Per Day	\$2,250	\$800
Traditional Care (Prepaid Discount Program, a savings of \$9,500)		\$14,500
Outpatient Services	Retail Rate	Private Pay Rate
Partial Hospitalization (PHP)/Day Treatment Per Day	\$1,250	\$750
Room and Board (Patient and/or Significant Other) Per Night	\$50	\$50
Biopsychosocial Assessment/Evaluation	\$500	\$160
Drug and Alcohol Assessment	\$150	\$150
Drug and Alcohol Information Class	\$450	\$450
Individual Psychotherapy Session	\$300-\$500	\$80-\$160
Outpatient Group Psychotherapy Session	\$250	\$80
Intensive Outpatient (IOP) Session (3 Hours)	\$750	\$240
PHP Package – 20 PHP Sessions (Prepaid Discount Program, a savings of \$8,000)		\$7,000
Recovery Commitment Plan – 36 IOP Sessions (Prepaid Discount Program, a savings of \$2,190)		\$6,450
Outpatient Care Package – 6-Month (1-Hour Weekly Group) (Prepaid Discount Program, a savings of \$1,180)		\$900
Outpatient Care Package – 12-Month (1-Hour Weekly Group) (Prepaid Discount Program, a savings of \$2,760)		\$1,400
HIMS Pilot Outpatient Group – 6-Month (1-Hour Weekly) (Prepaid Program)		\$1,500
Extended Care Membership Per Month (Norton)	\$1,500	\$800
Ancillary Services	Retail Rate	Private Pay Rate
Provider Visit (Including Medication Assisted Treatment Appointment) Provider Statement of Charges Available Upon Request	\$200-\$500	\$120-\$300
Psychological Testing	\$400	\$240
Drug Screen	\$50	\$50

Drug Screen	\$50	\$50
Alcohol Breathalyzer	\$50	\$50
Administration of IM/SC Medication (Naltrexone)	\$50	\$50
Returned Payment Fee	\$20	\$20

Some services provided at a Valley Hope facility may be billed to you and/or your insurance by an outside vendor using their fee schedule. This includes, but is not limited to, Drug Testing and Provider Visits.

**INSURANCE**: The quote of benefits by your insurance provider/managed care organization/state agency does not guarantee benefit eligibility or payment for services provided. Deductibles and copays, if applicable, are set dollar amounts determined by your insurance provider/managed care organization/state agency. Co-insurance, if applicable, is a percentage of the total billable charges for your treatment. Your insurance provider/managed care organization/state agency will determine if you are responsible for a deductible, co-pay, or co-insurance. Valley Hope will make every attempt to precertify treatment services, as applicable. However, if your insurance provider/managed care organization/state agency does not certify or pay for your treatment services, you may be held financially responsible for all charges you incur.

**PREPAID DISCOUNT PROGRAMS:** Traditional Care, PHP, Recovery Commitment Plan, Outpatient Care Packages, and HIMS Pilot Program are prepaid self-pay programs. Charges for services rendered will not be filed with your insurance company and pre-authorization will not be obtained. This Statement of Charges is provided for information purposes only. A financial agreement will be entered into between you and Valley Hope by signing a Waiver that will outline the charges you are responsible for based on the level of treatment you are receiving.

### Provider Statement of Charges 2023-2024

Valley Hope is a private, not-for-profit corporation. Treatment is provided on a fee-for-service basis. The costs for Provider Visits at Valley Hope are below. Provider Visits may include, but are not limited to, services provided by a Physician, APRN, Physician Assistant (PA), Psychiatrist, or Psychologist.

Code	Description of Service	Retail Rate	Private Pay Rate
90792	Psych Diagnostic Eval with Medical Services	\$500	\$160
96101	Psychological Testing	\$400	\$240
99202	Office Outpatient New – Straightforward	\$300	\$180
99203	Office Outpatient New – Low	\$300	\$180
99204	Office Outpatient New – Moderate	\$400	\$240
99205	Office Outpatient New – High	\$500	\$300
99212	Office Outpatient Established – Straightforward	\$200	\$120
99213	Office Outpatient Established – Low	\$200	\$180
99214	Office Outpatient Established – Moderate	\$300	\$180
99215	Office Outpatient Established – High	\$400	\$240
99221	Initial Inpatient Care – Low	\$300	\$180
99222	Initial Inpatient Care – Moderate	\$400	\$240
99223	Initial Inpatient Care – High	\$500	\$300
99231	Subsequent Inpatient Care – Low	\$200	\$120
99232	Subsequent Inpatient Care – Moderate	\$300	\$180
99233	Subsequent Inpatient Care – High	\$400	\$240
99238	Inpatient Discharge Services < 30 minutes	\$200	\$180
99239	Inpatient Discharge Services > 30 minutes	\$300	\$180

Some services provided at a Valley Hope facility may be billed to you and/or your insurance by an outside vendor using their fee schedule. This includes, but is not limited to, Provider Visits.

**INSURANCE:** The quote of benefits by your insurance provider/managed care organization/state agency does not guarantee benefit eligibility or payment for services provided. Deductibles and copays, if applicable, are set dollar amounts determined by your insurance provider/managed care organization/state agency. Co-insurance, if applicable, is a percentage of the total billable charges for your treatment. Your insurance provider/managed care organization/state agency will determine if you are responsible for a deductible, co-pay, or co-insurance. Valley Hope will make every attempt to pre-certify treatment services, as applicable. However, if your insurance provider/managed care organization/state agency does not certify or pay for your treatment services, you may be held financially responsible for all charges you incur.

## Kansas Patient Rights

- **A.** A licensee shall ensure at the time of admission or first appointment, the patient and, if applicable, the patient's parent, guardian, or designated representative receives a written copy of the patient's rights to include the following rights:
  - 1. To be treated with dignity and respect,
  - 2. To be free from:
    - a. Abuse,
    - b. Neglect,
    - c. Exploitation,
    - d. Restraint or seclusion, of any form, used as a means of coercion, discipline, convenience, or retaliation,
  - 3. To a safe, sanitary, and humane living environment that:
    - a. Provides privacy, and
    - b. Promotes dignity,
  - 4. To receive treatment services free of discrimination based on the patient's race, religion, ethnic origin, age, disabling or a medical condition, and ability to pay for the services,
  - 5. To privacy in treatment, including the right not to be fingerprinted, photographed, or recorded without consent, except for:
    - a. Photographing for identification and administrative purposes, as provided by R03-602, or
    - b. Video recordings used for security purposes that are maintained only on a temporary basis,
  - 6. To receive assistance from a family member, designated representative, or other individual in understanding, protecting, or exercising the patient's rights,
  - 7. To confidential, uncensored, private communication that includes letters, telephone calls, and personal visits with:
    - a. An attorney,
    - b. Personal physician,
    - c. Clergy,
    - d. Kansas Department for Aging and Disability Staff, or
    - e. Other individuals unless restriction of such communication is clinically indicated and is documented in the patient record,
  - 8. To practice individual religious beliefs including the opportunity for religious worship and fellowship as outlined in program policy,
  - 9. To be free from coercion in engaging in or refraining from individual religious or spiritual activity, practice, or belief,
  - 10. To receive an individualized treatment plan that includes the following:
    - a. Patient participation in the development of the plan,
    - b. Periodic review and revision of the patient's written treatment plan,
  - 11. To refuse treatment or withdraw consent to treatment unless such treatment is ordered by a court or is necessary to save the patient's life or physical health,
  - 12. To receive a referral to another program if the licensee is unable to provide a treatment service that the patient requests or that is indicated in the patient's assessment or treatment plan,
  - 13. To have the patient's information and records kept confidential and released according to R03 602,
  - 14. To be treated in the least restrictive environment consistent with the patient's clinical condition and legal status,
  - 15. To consent in writing, refuse to consent, or withdraw written consent to participate in research, experimentation, or a clinical trial that is not a professionally recognized treatment without affecting the services available to the patient,
  - 16. To exercise the licensee's grievance procedures,
  - 17. To receive a response to a grievance in a timely and impartial manner,
  - 18. To be free from retaliation for submitting a grievance to a licensee, Kansas Department for Aging and Disability, or another entity,

- 19. To receive one's own information regarding:
  - a. Medical and psychiatric conditions,
  - b. Prescribed medications including the risks, benefits, and side effects,
  - c. Whether medication compliance is a condition of treatment, and
  - d. Discharge plans for medications,
- 20. To obtain a copy of the patient's clinical record at the patient's own expense,
- 21. To be informed at the time of admission and before receiving treatment services, except for a treatment service provided to a patient experiencing a crisis, of the:
  - a. Fees the patient is required to pay, and
  - b. Refund policies and procedures, and
- 22. To receive treatment recommendations and referrals, if applicable, when the patient is to be discharged or transferred.
- **B.** A licensee shall ensure that a patient receiving treatment in a residential program, in addition to the rights listed in subsection (A), has the following rights:
  - 1. To receive visitors, and make telephone calls as established by program policy and posted conspicuously in the facility, unless:
    - a. The program director or designee determines and documents in the patient record, a specific treatment purpose that justifies waiving this right, and
    - b. The patient is informed of the reason the right is to be waived and the patient's right to submit a grievance regarding this treatment decision,
  - 2. To privacy in correspondence, communication, visitation, financial affairs, and personal hygiene, unless:
    - a. The program director or designee determines and documents in the patient record, a specific treatment purpose that justifies waiving this right, and
    - b. The patient is informed of the reason the right is to be waived and the patient's right to submit a grievance regarding this treatment decision,
  - 3. To maintain, display, and use personal belongings, including clothing according to program policy,
  - 4. To be provided with:
    - a. Meals that meet the patient's nutritional needs,
    - b. A referral to medical services to maintain the patient's health, safety, or welfare, if indicated, and
    - c. Opportunities for social contact and daily social, recreational, or rehabilitative activities.

## Nebraska Patient Rights

- 1. To be informed in advance about care and treatment and of any changes in care and treatment that may affect your well-being.
- 2. To self-direct activities and participate in decisions regarding care and treatment.
- 3. To keep confidentiality of all records, communications, and personal information.
- 4. To voice complaints and file grievances without discrimination or reprisal and to have those complaints and grievances addressed.
- 5. To examine the results of the most recent survey of the facility conducted by representatives of the Department.
- 6. To be free of restraints except when provided as in 175 NAC 18-006.14.
- 7. To be free of seclusion in a locked room, except as provided in 175 NAC 18-006.14 and except in cases of civil protective custody.
- 8. To be free of physical punishment.
- 9. To exercise your rights as a patient of the facility and as a citizen of the United States.
- 10. To be free from arbitrary transfer or discharge.
- 11. To be free from involuntary treatment unless you have been involuntarily committed by appropriate court order and except in cases of civil protective custody.
- 12. To be free from abuse and neglect and misappropriation of their money and personal property; and
- 13. To be informed prior to or at the time of admission and during stay at the facility of charges for care, treatment, or related charges.

Except for a patient in an emergency detoxification program, as a patient in an inpatient facility you must have these additional rights:

- 1. To privacy in written communication including sending and receiving mail consistent with individualized service plans.
- 2. To receive visitors as long as this does not infringe on the rights and safety of other patients and is consistent with individualized service plans.
- 3. To have access to a telephone where calls can be made without being overheard when consistent with individualized service plans.
- 4. To retain and use personal possessions, including furnishings and clothing as space permits, unless to do so would infringe upon the rights and safety of other patients.

## Synopsis of Oklahoma Department of Mental Health Substance Abuse Services Bill of Rights

You will be provided a synopsis of your Oklahoma Department of Mental Health Substance Abuse Services Bill of Rights, and you have the right to review the Bill of Rights in their entirety. A request for a copy of these rights can be made to the facility Executive Director, who will facilitate access to these rights. A request for a copy can also be made to the Oklahoma Department of Mental Health Substance Abuse Services, P.O. Box 53277, Oklahoma City, Oklahoma, 73152, Telephone Number: 405-522-3908. A synopsis of the Bill of Rights is included below:

(1) You shall retain all rights, benefits, and privileges guaranteed by law except those lost through due process of law.

(2) You have the right to receive services suited to your 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) On admission, you shall have the absolute right to private uncensored communication with persons of your choice by phone or mail, at the facility's expense if the patient is indigent, and by personal visit.

(4) You retain the right of confidential communication with person(s) of your choice. Your right to contact the ODMHSAS Advocate's Office, Inspector General's Office, your attorney, personal physician, or clergy shall not be limited by the facility.
(5) You are entitled to uncensored private communication (letter, telephone, personal visits); such letters or copies of letters shall not be kept in your patient record.

(6) You shall not be subject to maltreatment or otherwise abused by staff, visitors, or other patients. You shall not be neglected or sexually, physically, verbally, or otherwise abused.

(7) You shall receive treatment in the least restrictive environment and have the maximum freedom of movement consistent with your clinical condition and legal status.

(8) If you deposit personal funds with the business office, you shall have easy access to your personal funds and shall be entitled to an accounting of those funds.

(9) You may have your own clothing and other personal possessions.

(10) You shall have the right to practice your religious belief and be accorded the opportunity for religious worship. You shall not be coerced into engaging in or refraining from any religious activity, practice, or belief.

(11) If you are legally entitled to vote you shall be assisted to register and vote when you request.

(12) You shall be provided with prompt, competent, and appropriate treatment; and an individualized treatment plan. You shall participate in your 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 patients adjudged incompetent by a court of competent jurisdiction and in emergency situations as defined by law. Additionally, you shall have the right to the following:

(A) Allow the guardian of you and/or another individual of your choice to participate in your treatment and with your consent;

(B) To be free from unnecessary, inappropriate, or excessive treatment;

- (C) To participate in your 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 patient's disorder.

(13) Your patient record shall be treated in a confidential manner.

(14) You shall not be required to participate in any research project or medical experiment without your informed consent as defined by law. Refusal to participate shall not affect the services available to you.

(15) Valley Hope treatment programs do not include work therapy. However, you are responsible for personal housekeeping tasks without compensation.

(16) You, your guardian if applicable, and an individual of your choice, shall have the right to assert grievances with respect to an alleged infringement on your rights.

(17) You shall be permitted to establish and participate in a patient committee or patient government by unit or facility wide.
(18) If you are being discharged you shall have plans for outpatient treatment, sufficient medication, suitable clothing for the season, housing information, referral, and if patient permits, family involvement in the plan.

(19) You have the right to request the opinion of an outside medical or psychiatric consultant at your own expense or a right to an internal consultation upon request at no expense.

(20) You shall not be retaliated against or subjected to any adverse change of conditions or treatment because you asserted your rights.

(21) Most rights may be limited by the treatment team for therapeutic reasons, including safety of the consumer or other consumers and staff in the facility. These limitations must be documented in your patient record, reviewed frequently, and shall not be limited for purposes of punishment, staff convenience, or in retaliation for a consumer exercising any of your rights.

## **Texas Patient Rights**

The facility shall respect, protect, implement, and enforce each patient right required to be contained in the facility's Patient Rights. The Patient Rights for all facilities shall include:

- 1. You have the right to accept or refuse treatment after receiving this explanation.
- 2. If you agree to treatment or medication, you have the right to change your mind at any time (unless specifically restricted by law).
- 3. You have the right to a humane environment that provides reasonable protection from harm and appropriate privacy for your personal needs.
- 4. You have the right to be free from abuse, neglect, and exploitation.
- 5. You have the right to be treated with dignity and respect.
- 6. You have the right to appropriate treatment in the least restrictive setting available that meets your needs.
- 7. You have the right to be told about the program's rules and regulations before you are admitted, including, without limitation, the rules and policies related to restraints and seclusion. Your legally authorized representative, if any, also has the right to be and shall be notified of the rules and policies related to restraints and seclusion.
- 8. You have the right to be told before admission:
  - a. the condition to be treated;
  - b. the proposed treatment;
  - c. the risks, benefits, and side effects of all proposed treatment and medication;
  - d. the probable health and mental health consequences of refusing treatment;
  - e. other treatments that are available and which ones, if any, might be appropriate for you; and
  - f. the expected length of stay.
- 9. You have the right to a treatment plan designed to meet your needs, and you have the right to take part in developing that plan.
- 10. You have the right to meet with staff to review and update the plan on a regular basis.
- 11. You have the right to refuse to take part in research without affecting your regular care.
- 12. You have the right not to receive unnecessary or excessive medication.
- 13. You have the right to have information about you kept private and to be told about the times when the information can be released without your permission.
- 14. You have the right to be told in advance of all estimated charges and any limitations on the length of services of which the facility is aware.
- 15. You have the right to receive an explanation of your treatment or your rights if you have questions while you are in treatment.
- 16. You have the right to make a complaint and receive a fair response from the facility within a reasonable amount of time.
- 17. You have the right to complain directly to the Texas Health and Human Services Commission at any reasonable time.
- 18. You have the right to get a copy of these rights before you are admitted, including the address and phone number of the Texas Health and Human Services Commission.
- 19. You have the right to have your rights explained to you in simple terms, in a way you can understand, within 24 hours of being admitted.
- 20. For residential sites, Patient Rights shall also include:
  - a. You have the right not to be restrained or placed in a locked room by yourself unless you are a danger to yourself or others.
  - b. You have the right to communicate with people outside the facility. This includes the right to have visitors, to make telephone calls, and to send and receive sealed mail. This right may be restricted on an individual basis by your physician or the person in charge of the program if it is necessary for your treatment or for security, but even then, you may contact an attorney or the Texas Health and Human Services Commission at any reasonable time.
  - c. If you consented to treatment, you have the right to leave the facility within four hours of requesting release unless a physician determines that you pose a threat of harm to yourself and others.
- 21. If your right to free communication is restricted under the provisions of subsection 20 (b) of this section, the physician or program director shall document the clinical reasons for the restriction and the duration of the restriction in your patient record. The physician or program director shall also inform you, and, if appropriate, your consenter of the clinical reasons for the restriction and the duration of the restriction.

