



the  
**Montrose**  
Center

## CLIENT HANDBOOK

**401 Branard, 2<sup>nd</sup> Floor  
Houston, TX 77006  
713.529.0037 – 24 hour  
1.800.699.0504**

[www.montrosecenter.org](http://www.montrosecenter.org)  
[info@montrosecenter.org](mailto:info@montrosecenter.org)

Welcome to the Montrose Center, we are glad you are here! By coming to the Center for this eligibility screening, you are taking an important first step in healing and growth in your life. Once you have completed all required paperwork, Program Director will review the information and assign you to a therapist or program that will best meet your needs. You will then meet with that therapist to complete a comprehensive assessment to gather information about you and the issues you want to work on so that we can best serve you with the various programs we offer. Please note that there may be a waiting list. The reasons for a waiting list include a high volume of clients, time needed to match a client with a specific time or therapist, insurance issues or grant requirements. While you are waiting to begin with a therapist or if you have any questions, please feel free to call the Chief Behavioral Health Officer at 713-800-0828.

Kyle Leisher, MCP, LPC-S, Chief Behavioral Health Officer

### ***WELCOME TO THE MONTROSE CENTER***

Our goal is to provide a safe place for you to be whoever you are - Lesbian, Gay, Bisexual, Transgender, or Heterosexual; sexually active or celibate; single or in a committed relationship; older, younger, or in the middle; a person who works outside the home, inside the home, or both.

This client handbook should help you understand how we do things at the Center. The handbook has different sections covering information about the Center's programs, your rights and responsibilities as a client, and health educational information. If there is anything in the handbook that isn't clear, ask your counselor or case manager; or, you can ask any staff member for assistance.

Counseling services at the Center are provided by licensed, master's-degreed therapists, licensed chemical dependency counselors, second year graduate student interns. We provide individual, couples, family, and group counseling. The Center's services are person-centered, recovery-oriented, respectful of individual consumer's needs, preferences and values; insuring both consumer involvement and self-directed services received.

Case management services are provided by staff members who have been specifically trained to provide these services.

One of the most important things for our clients to know is the rights and responsibilities they have when they come to the Center for either case management or counseling services. This handbook has a section which describes those rights and responsibilities in detail. Some of the topics covered in this section include confidentiality, informed consent, treatment plans, complaint procedures, and fee information.

One of your rights and responsibilities involves informed consent. You will be told about how counseling and case management services are delivered at the Center. You will be asked to sign a consent form which says you agree to receive services here and that you agree to follow the

rules for the program. Those rules involve such things as attendance; conflict of interest concerning staff members, Board members, and other clients; and providing us with complete and accurate information. We agree to maintain confidentiality about your information; to provide quality services to the best of our ability and resources; to abide by the standards of treatment and ethics established for our profession; and to provide you with complete and accurate information.

Another of your rights and responsibilities involves your right to make complaints about the services you receive or the way you are treated by staff members. This procedure describes different ways you can make a complaint, in a step-by-step manner. Our preference is that you begin your complaint process with the person you are complaining about, or with their supervisor; or you can contact your counselor or case manager if you are complaining about a policy. If the services you receive are funded by a federal, state, or private source, you can complain directly to them. Those sources are listed in the handbook and are also posted on the bulletin board in the lobby at the Center.

An important right and responsibility you have is to be involved in the development of a treatment/service plan. Working with your counselor or case manager, you will design a personalized plan for your services at the Center. You will also review it and update it throughout the period of time you come here for those services.

When you called to ask about services, you should have been told about the Center's intake fee and sliding fee scale. The information we use to calculate your fee includes the amount of money you have coming in to you (from a job, family member, disability or unemployment payments, etc.), whether you have medical insurance which covers services at the Center, and whether you are eligible for any of the grant funds we have available. One of the things you have to remember is that your fee may be different from any of your friends who come here for services because it is based on your circumstances while their fee is based on their circumstances.

For your safety and the safety of all others in the building, the Center DOES NOT PERMIT WEAPONS on the premises. We ask that everyone respect this policy and leave any weapons at home or in your car. While we do not have metal detectors or search people entering the building, any weapons displayed or confiscated on the premises will be turned over to law enforcement.

Clients will not receive services if they come to the office or call on the phone intoxicated. Services will resume when they are sober. If the client repeatedly presents in an intoxicated condition, his/her therapist will refer the client for substance abuse treatment and/or close the case due to the client being unmanageable. Clients who present in the office while intoxicated will be sent home with a friend, significant other, or in a taxi.

### ***FEE PAYMENT INFORMATION***

Services at the Center are provided on a sliding scale basis which depends upon each client's resources. Client resources include income from work, government support, disability insurance, family and friend's support, and health insurance. No one is turned away if they cannot afford the intake fee.

Fees are set as a function of income, insurance deductible, and insurance copay. The Center reserves the right to change fees based on changes in the factors above. Clients are held responsible for any back balances due to the Center, as the Center is responsible for any credits due to clients.

Clients with income greater than 725% of the Federal Income Poverty Guideline are not eligible for grants or the sliding scale. Anyone who declines to provide proof of income or other required eligibility documents will be responsible for the full fee for services (or rate contracted by their insurance company). Clients who provide required documentation and qualify for a sliding fee will never be assessed a fee higher than the sliding scale amount. The sliding scale is changed periodically based on the Federal Income Poverty Guidelines; if you would like to see a copy, it is posted on the bulletin board or please ask your Therapist. When the client's insurance is in deductible, the Center will collect the contracted insurance allowable amount. The quoted copay for clients with insurance may change once the first payment is received from your insurance coverage. This is usually 90 days after the end of the month in which your first appointment was held. Payment is due at the time services are rendered. If a client does not pay for a session they may complete a repayment agreement. Client's eligibility for grant funding in the Center's various programs will be determined after intake.

If you feel your monthly expenses should qualify you for a fee reduction, please ask your therapist about options.

Clients who are assessed a copay for Ryan White funded services, will not be denied services due to unpaid Ryan White copays or current or pre-existing health conditions or non-HIV related conditions.

The Center files behavioral health insurance claims for clients. Clients must submit insurance policy information and one completed and signed insurance claim form assigning benefits to the Center. Clients may refuse to allow the Center to claim against their insurance, but will be responsible for the full fee for services unless certain conditions apply, regardless of the sliding scale. Full fee is listed in the paragraph below. The client is responsible for any co-payment and deductible at the time services are rendered. The Center verifies benefits and deductible amount. Some insurance companies require a special evaluation before any expense for treatment will be covered. Some only cover treatment by a psychologist or psychiatrist. Clients will be notified by their Therapist if any of these restrictions apply. Clients are responsible for any allowable balance that the insurance company does not pay. Clients may choose to pay the Center in full and file their own insurance. Refusal to allow the Center to bill insurance will make a client ineligible for grant funded services. For clients who have health insurance which will cover their sessions at the Center the process is as follows:

The fee for services is \$120.00/hour for individuals, \$180.00 for a 90 minute session, \$60.00/session for groups, \$200.00/day for Intensive Outpatient Program and \$60.00/hour/person for couples and families (for a maximum of \$120.00). The amount we collect from you is based on your income and other resources, including insurance, and the sliding scale. Once we begin receiving any payment from your insurance

company, should the combination of your copay and the insurance payment be greater than the charges listed above, you may be entitled to a credit of the excess amount.

Should the Center have a contract with your insurance company that sets your co-payment below the sliding scale, you will be responsible for the contracted amount after the Center receives the first payment from your insurance company and can verify any deductible and contractual rate.

If the Center does not have a contract with your insurance company and the sliding scale fee is more than the co-payment required by your insurance company, we will adjust the payment once we begin receiving payments from your insurance company. Any overpayment will be refunded when you end services with the Center. You can assist the Center in becoming a provider in your network. If you are interested in this, please ask to meet with our Staff Accountant.

An intake assessment fee of \$150.00 will be billed to your insurance company for your initial appointment. Your portion of that fee is set by the sliding scale or copay set by insurance.

Clients with Medicaid or Texas Children's Health Insurance Plan (TCHIP) are not charged a fee.

The Center accepts cash, checks, money orders, MasterCard, and VISA. There is a \$15 service charge on all returned checks or credit cards. If bounced checks are not paid off, they will be turned over to the Justice of the Peace for collection.

**No shows:** 24 hours advance notice is required to cancel and/or reschedule an appointment without incurring costs equal to the sliding scale for your session. *No-shows* are **excused** only if there is an emergency (e.g., medical, accident, or unsafe weather conditions). If a fee is assessed, you may not reschedule until either the fee is paid, or payment arrangements have been made (e.g., \$10 per week until paid). **Accruing two (2) unexcused no-shows** may result in one of the following: Your individual counseling services may be terminated and your counseling file closed. You may request to reopen services through the reception desk. However, you may be subject to a waiting list with other new and returning clients and payment of any unpaid fees. **OR** Your therapist may place you on "stand by" for scheduling. This means that you may not schedule appointments in advance, but that you may contact your therapist on any given day and request to be seen the same day. The therapist will then accommodate you if there is an available time.

If you have any questions or problems with your fee or problem paying your fee, please consult your Therapist for options.

Low income clients in most programs may request transportation assistance while in services in the form of bus/rail vouchers. Please make the request through your care provider.

## ***HIPAA PRIVACY ACT NOTICE***

This notice describes how mental health and medical information about you may be used and disclosed and how you can get access to this information.

### **I. Uses and Disclosures for Treatment, Payment, and Health Care Operations**

The Center may *use or disclose* your *protected health information (PHI)*, for *treatment, payment, and health care operations* purposes with your *consent*. To help clarify these terms, here are some definitions:

- "*PHI*" refers to information in your health record that could identify you.
- "*Treatment, Payment and Health Care Operations*"
  - *Treatment* is when we provide, coordinate or manage your mental health care and other services related to your care.
  - *Payment* is when we obtain reimbursement for your healthcare or other service, such as insurance company billing.
  - *Health Care Operations* are activities that relate to the performance and operation of the agency, such as audits and performance improvement.

### **II. USES AND DISCLOSURES REQUIRING AUTHORIZATION**

The Center may use or disclose PHI for purposes outside of treatment, payment, and health care operations only when your specific, written authorization is obtained. You may revoke any such authorization at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) we have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

### **III. Uses and Disclosures with Neither Consent nor Authorization**

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

- **Child Abuse:** If we have cause to believe that a child has been, or may be, abused, neglected, or sexually abused, we must make a report of such within 48 hours to the Texas Department of Protective and Regulatory Services, the Texas Youth Commission, or to any local or state law enforcement agency.
- **Elderly and Disabled Abuse:** If we have cause to believe that an elderly or disabled person is in a state of abuse, neglect, or exploitation, we must immediately report it to the Texas Department of Protective and Regulatory Services.

- **Health Oversight:** If authorized or required by law, we may release PHI to an oversight agency if necessary for audits, investigations and licensure.
- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, we will not release information, without written authorization from you or your personal or legally appointed representative, or a court order.

**Serious Threat to Health or Safety:** If we determine that there is a probability of imminent physical injury by you to yourself or others, or there is a probability of immediate mental or emotional injury to you, we may disclose relevant confidential mental health information to medical or law enforcement personnel.

#### IV. PATIENT'S RIGHTS AND THE CENTER'S DUTIES

##### Client's Rights:

- *Right to Request Restrictions* – You have the right to request in writing restrictions on certain uses and disclosures of protected health information about you. In general, we are not required to agree to your request. We will agree to restrict disclosure to funding sources and insurance carriers if you are paying out of pocket the full cost of your services.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. For example, you may request that we only contact you at work or by mail.
- *Right to Inspect and Copy* – You have the right to inspect and/ or obtain a copy of PHI in the Center mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. To obtain this information you must submit your request in writing to the Chief Operations Officer of the Center. We may charge you for costs of copying, mailing or other costs incidental to complying with your request.
- *Right to Amend* – If you feel that information that we have about you is incorrect or incomplete, you have the right to request an amendment of PHI for as long as the PHI is maintained in the record. We may deny your request.
- *Right to an Accounting* – You have the right to receive an "accounting of disclosures" of PHI for disclosures of information about you other than for treatment, payment and health care operations.

##### The Center's Duties:

- We are required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.
- We reserve the right to change the privacy policies and practices described in this notice. We will post a current notice on the bulletin board in the lobby. The last date this document was revised will be shown in the lower left corner.
- If we revise our policies and procedures, we will post a revised copy on the bulletin board in the downstairs hallway at 401 Branard, 2<sup>nd</sup> Floor; Houston, Texas and a personal copy may be obtained by telephone request to 713.529.0037, ext. 301.

#### V. Questions and Complaints

If you have questions about this notice, disagree with a decision made about access to your records, or have other concerns about your privacy rights, you may contact the Chief Operations Officer at 713.800.0885. If you believe that your privacy rights have been violated and wish to file a complaint with the Center, you may send your written complaint to the Chief Operations Officer; 401 Branard, 2<sup>nd</sup> Floor; Houston, TX 77006. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The Center can provide you with the appropriate address upon request. The Center will not retaliate against or penalize you for exercising your right to file a complaint.

#### VI. Effective Date This notice will go into effect on April 14, 2003.

**CM 1500 NOTICE:** Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

**REFERS TO GOVERNMENT PROGRAMS ONLY: MEDICARE & CHAMPUS PAYMENTS:** A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information, including employment status, and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay (or the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or CHAMPUS participation cases, the physician agrees to accept the charge determination of the Medicare carrier or CHAMPUS fiscal intermediary as the full charge. and the patient is responsible only for the deductible, coinsurance and noncovered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or CHAMPUS fiscal intermediary if this is less than the charge submitted. CHAMPUS is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured"; i.e., items 1 a, 4, 6, 7, 9, & 11.

**SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, CHAMPUS, FECA AND BLACK LUNG):** incident to my professional service by my employee under my immediate personal supervision, except as otherwise expressly permitted by Medicare or CHAMPUS regulations.

For services to be considered as "incident" to a physician's professional service, 1) they must be rendered under the physician's immediate personal supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician's service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of nonphysicians must be included on the physician's bills.

For CHAMPUS claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

NOTICE: Anyone who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

**NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, CHAMPUS, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT):** We are authorized by CMA, CHAMPUS and OWCP to ask you for information needed in the administration of the Medicare, CHAMPUS, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1662,1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101:41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613; E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

**FOR MEDICARE CLAIMS:** See the notice modifying system No. 09-70-0501, titled, 'Carrier Medicare Claims Record,' published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

**FOR OWCP CLAIMS:** Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 28, 1990, See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

**FOR CHAMPUS CLAIMS: PRINCIPLE PURPOSES:** To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

**ROUTINE USE(S):** Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under CHAMPUS/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of CHAMPUS.

**DISCLOSURES:** Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801 -3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

**MEDICAID PAYMENTS (PROVIDER CERTIFICATION):** I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

**SIGNATURE OF PHYSICIAN (OR SUPPLIER):** I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to HCFA, Office of Financial Management, P.O. Box 26684, Baltimore, MD 21207; and to the Office of Management and Budget, Paperwork Reduction Project (OMB-0938-0008), Washington, D.C. 20503.

# ***PROGRAM DESCRIPTIONS***

## ***CRISIS INTERVENTION & MANAGEMENT***

The Center uses the Harris Center for Mental Health and IDD's Mobile Crisis Outreach Team (MCOT) for our clients. MCOT goes into the community to provide emergency care to people in mental health crisis when they cannot come into the office. MCOT sees people at home, at school, on the street, or anywhere in the community. MCOT staff help people in need through crisis assessment. MCOT follows up with people after the crisis visit to make sure they get to outpatient services. MCOT works with the **Houston Police Department Crisis Intervention Team (CIT)**. HPD's CIT are trained police officers who work with people in mental health crisis. MCOT and CIT work together to prevent arrests or emergency detentions. If you feel you might need MCOT in the future, please talk with your therapist. The goal is to keep you out of the hospital and stable in your treatment and medications.

## ***EMPOWERMENT THERAPY***

Central to therapies practiced at the Center, when appropriate, is the concept of empowerment therapy. This theory assumes that individuals are inherently healthy and that problems in psychological and social functioning usually arise, not from individual failings or inadequacies, but from society's inability to meet the needs of some individuals. Empowerment therapy works to identify and build on existing individual and collective strengths and to share specific skills for effective change. It is usually most effective to share these skills in therapy groups. Such skills include: skills for community organizing; and interpersonal skills:

- individual skills or communication skills (such as assertiveness training),
- social skills (such as how to parent or how to resolve a dispute with another person without resorting to physical violence),
- self-advocacy (such as how to get one's needs met when they appear to be ignored by a physician or social service provider), and
- skills for finding and using available resources (such as how to gain access to social security benefits).

## ***CASE MANAGEMENT PROGRAM***

Case Management services are provided to assist persons in dealing with the basic everyday challenges. The case manager's role is to assist the client in accessing health and psychosocial services in a timely and coordinated manner. One goal of case management is to promote continuity of care so that clients can function interdependently by using government, private, and community resources. The goal of case management is to assist the client in maintaining independence.

Qualified staff are trained to assist the client in maintaining quality of life. Services include assistance with obtaining and completing governmental forms, as well as in locating transportation, housing, and other resources. A team of case managers may work with one client so that services are not interrupted when one specific case manager is not available.

Specialized case management services are available to those who are: - living with HIV as well as addiction and/or recovery experience; cognitive impairment living with HIV as well as developmental disability, severe learning disability or severe.

Services are funded by the Ryan White Care Act Part A administered through the Harris County Public Health, HIV Services through a grant from the US Department of Health & Human Services Health Resources Administration, and the Texas Health & Human Services – Substance Abuse Services.

## ***YOUTH RAPID RE-HOUSING***

The case manager's role is to assist the client in accessing health and psychosocial services, employment services and life skills training in a timely and coordinated manner. The goal of case management is to assist the client in maintaining independence. Services include assistance with obtaining and completing governmental forms, as well as referrals for transportation, housing, employment and other resources. A team may work with one client so that services are not interrupted when one specific case manager is not available.

Eligibility criteria for YRRH case management are: homelessness and age 18-24.

*Services are funded by the US Department of Housing & Urban Development and a part of The Way Home project of the Coalition for the Homeless.*

## ***WAY OUT RECOVERY & WELLNESS PROGRAM***

The Way Out Recovery & Wellness Program of the Center provides a combination of education, therapy, and counseling to facilitate recovery from chemical dependency. It is a State of Texas licensed out-patient treatment program designed primarily for the Lesbian, Gay, Bisexual, and Transgender communities. One goal of the program is to provide an atmosphere where clients can recover from addiction and begin rebuilding their lives. All phases of the program offer individual counseling, psychotherapy, and chemical dependency education along with services to family members and others significant in the lives of clients participating in the program.

We believe that alcohol and drug addiction is a progressive chronic condition resulting from a combination of biological, environmental, psychological and sociological factors, which if left untreated will result in insanity or death. While the program is

not affiliated with any twelve-step organization, it does believe that a social support component is necessary for continued long-term recovery from chemical dependency and in keeping with this belief supports the twelve-step philosophy.

Clients may be asked to provide a urine specimen for the purpose of screening for the use of illegal drugs or other substances. The purpose of this screening is to help maintain a drug free environment in which treatment can be provided as effectively as possible. The use of drugs (including alcohol) can, and most often does contaminate the treatment group to the point where effective treatment cannot be provided. The use of drugs by group members creates an emotionally unsafe environment, and quite possible unsafe physical environment, for other group members.

***Individual, Couples and Family Therapy:*** Services are provided by licensed counselors for individuals experiencing difficulties related to substance use. As appropriate, family members are welcome to participate in therapy sessions to facilitate recovery. Services are available for adults age 18 years and older.

***Intensive Outpatient Program:*** Services are provided for persons who are beginning the recovery process. Participants attend group sessions five nights per week and individual counseling at least one time per week for a maximum of eight weeks. Clients successfully completing this phase of the program are encouraged to participate in the Relapse Prevention Program, if appropriate. Clients enrolled in the Intensive Outpatient Program will be encouraged to have a physical examination by their physician as part of their overall treatment program in order to address possible medical complications of chemical dependency.

***Relapse Prevention Phase:*** This service is open to anyone who has either successfully completed the Intensive Phase, or has been drug free for at least ninety days prior to their enrollment in this segment. Services can be provided for as long as the client is befitting. Third party payors and grants may limit their assistance, so clients may have changes in their fees should they choose to continue.

***After Care:*** While not an official part of the Center's services, after care is encouraged through 12-step or other support groups and/or the Center's Alumni Group.

***Employee Assistance Program:*** Confidential counseling is available for employees through contract with the Center to provide information, assessment, and counseling.

***Assessments:*** Formal assessments of chemical dependency and recommendations for treatment are available which can satisfy court mandated requirements.

***Family Services:*** Services are now available to family members of Chemical Dependency Treatment Program clients. Available services include: an assessment; individual, group or family counseling; case management; in-home support and education.

***Program Rules:*** Clients must agree to stay chemical free, to submit to drug testing when the counselor suspects chemical use, to pay their portion of the fee, to notify their counselor 24 hours in advance of an absence, to make a commitment to the full duration of treatment and have consistent attendance in the program (see attendance requirements), and that relapses may result in suspension or discharge.

Services are funded by: client fees, third-party insurers, Texas Department of State Health Services – Substance Abuse Services, Ryan White Part A administered through the Harris County Public Health, HIV Services through a grant from the US Department of Health & Human Services Health Resources Administration, Brown Foundation, and donations.

### ***HIV/AIDS COUNSELING PROGRAM***

The HIV/AIDS Counseling Program provides a full range of counseling services for those whose lives have been affected by HIV/AIDS. Services are provided by counselors who have experience, sensitivity and current knowledge regarding HIV/AIDS and related issues.

The primary goal is to improve the quality of life and physical health of those dealing with HIV/AIDS. Through counseling, clients reduce distress, depression, anxiety or other emotional problems related to the illness. Clients develop better ways to cope with the illness, its treatment and the many areas of life it affects. Clients are supported in developing and maintaining a healthy lifestyle. Ultimately, clients are empowered to better take care of their lives.

***Individual, Couples and Family Therapy:*** Services are available for those who need individualized professional help to adequately cope with the stress associated with HIV/AIDS. Individuals, their significant others, and their families are provided private sessions to help them cope with the changes in their lives brought about by their health status.

Counseling is available free of charge to those who meet eligibility requirements re: residency and income. Documentation of HIV status is required of the client or loved one (if the client is a caregiver). The grant provides for 24 sessions a year with the possibility of additional sessions, if needed. Also, available under the grant is short term grief counseling for those who have lost a loved one to HIV/AIDS.

***In-Home & In-Hospital Therapy:*** Home or hospital bound persons with AIDS may arrange for in-home private counseling sessions.

***Group Therapy:*** The Center may provide a variety of group experiences for persons living with HIV disease, their significant others, family and friends. Groups offered may vary. Recent groups have focused on Gay men with HIV, women with HIV and long-term AIDS survivors. Group counseling is highly recommended for most clients dealing with HIV disease. The groups help alleviate the isolation, shame, fear or despair related to HIV/AIDS. Members find they are not alone and provide hope and strength to one another as they share their experiences of surviving their diagnosis. The grant provides for an unlimited number of group sessions for clients

Services are funded by: client fees, third-party insurers, Ryan White Care Act Part A I, Texas Department of State Health Services, and donations.

## **TRANSGENDER WELLNESS SERVICES**

The Center's Transgender Wellness Services streamlines and strengthens the services provided for people of Transgender and nonbinary experience. It is built specifically for these communities.

The initiative supports the whole person, providing integrated behavioral health care, comprehensive health care navigation, health care enrollment support, case management/service linkage cultural competency education for health care providers and more with consumers of Trans and gender-expansive experiences, depending on their needs and personal goals. The Transgender Wellness Manager works collaboratively across the matrix of services to ensure inclusivity in all programs, and works across the region to build new partnerships with organizations and health care providers to better serve these vulnerable communities.

## ***ANTI-VIOLENCE PROGRAM***

### **Domestic Violence, Sexual Assault, Hate Crimes and Childhood Sexual Abuse**

#### **Counseling and Support Services:**

- Individual, couples and/or group counseling is available and provided by a licensed counselor.
- Legal advocacy can be provided by the counselor/case manager or a trained volunteer advocate. Legal assistance, such as filing a protective order, is available through a referral. A counselor or trained volunteer advocate can accompany you to law enforcement, district attorney or court appointments.
- Transportation for children to their school or another school (for safety) can be provided, as necessary. A children's advocate is available to assist your children in accessing services, continuing education, and filling other needs.
- Information about training for and seeking employment is located in the resources listed in this handbook.
- Emergency clothing for adults and children and clothing for job interviews is available through the Community Resale Shop, donations or the client assistance fund.

#### **Education and Outreach:**

- Community education and outreach to community groups, agencies, organizations, schools and corporations regarding domestic violence, sexual assault and hate crimes in and against the lesbian, gay, bisexual and transgender communities is available.

**Shelter Services:** Clients can access emergency scattered shelter services through the 24-hour crisis hotline 713.529.3211. Emergency scattered shelter is available for up to 14 nights. Shelter policies, safety and security rules are provided at the time of admission. Breaking of these rules are grounds for termination of shelter services. S/he will have emergency toiletries and food vouchers, as needed.

- Should you need emergency and/or routine medical care while in the shelter, it should be provided through your primary care physician. If you do not have a primary care physician, assistance will be provided to enroll you in Medicaid and the Harris health System.
- Emergency transportation for medical care or access to the shelter can be provided by ambulance or taxi cab. If the Center is to pay for it, any taxi cab transportation must be arranged through the counselor. Bus tokens can be provided for routine transportation.



**Gay and Lesbian Switchboard Houston:** The Gay and Lesbian Switchboard Houston (GLSH 713.529.3211) is a dedicated hotline for sexual assault and domestic violence staffed 24-hours a day/7 days a week by trained staff and volunteers. Crisis intervention and referrals to community resources and access to emergency domestic violence and sexual assault services are offered.

Services are funded by: client fees, third-party insurers, Violence Against Women Act, Sexual Assault Prevention & Crisis Services, Other Victim Assistance Grant, US Department of Housing and Urban Development, and donations.

### ***HATCH YOUTH***

Hatch Youth is dedicated to empowering LGBTQI youth, ages 13-20, to become positive contributors to society by providing a safe social environment for LGBTQI youth, offering role models and peer support, and sponsoring educational and community outreach opportunities.

LGBTQI youth are often denied the type of social, supportive and recreational events their heterosexual counterparts enjoy in high school and the community in general. Hatch Youth was founded in 1987 in response to the request of a group of gay and lesbian teenagers for a safe place where LGBTQI youth could meet, share concerns and support one another.

Hatch Youth offers a supportive environment for youth to meet and socialize, while providing adult role models and mentors from the community. A typical Hatch meeting consists of social time, a program presentation and smaller discussion groups. Two adult facilitators per group lead the youth in a process of peer support.

Hatch Youth also sponsors several other regular **activities** for its youth participants including an annual Prom, an annual Youth Awards Night and a monthly Radio Show. In addition to the direct services Hatch offers LGBTQI youth, the organization has an active **Outreach and Education Program** that targets school personnel in the greater Houston area. Adult and youth volunteers conduct diversity trainings. Hatch hosts **workshops** for school counselors and social workers on LGBTQI adolescents and their needs.

Services for are funded by: Violence Against Women Act and donations.

### ***SPRY***

The program provides peer outreach, peer education/counseling, case management, comprehensive assessment and psychotherapy for LGBT seniors age 60 and older. A congregate meal program is also available Monday, Wednesday and Friday by pre-registration.

Services for LIFE & SPRY are funded by: client fees, third-party insurers, United Way of the Greater Houston, Area Agency on Aging and donations.

### ***LIFE COUNSELING PROGRAM***

The LIFE (Living Insightfully For Empowerment) Program is the general counseling program of the Center. The LIFE program was created by a group of concerned people, mostly therapists in private practice, who were aware that many gay men and lesbians who sought mental health services were being mistreated by those providers who were trying to "cure" their homosexuality or ignore it completely. The founders of the Center wanted to establish a counseling program that was affirming of LGBTQI people, their significant others, and their life experiences. The LIFE program provides counseling within a supportive atmosphere in which a person will feel empowered to explore all issues without fear of encountering prejudice, fear, ignorance, homophobia or heterosexism.

**Individual, couple/family and group** psychotherapy are offered for these issues:

- o Coming out
- o Depression
- o Anxiety
- o Suicidal ideation
- o Anger management
- o Multicultural issues
- o Internalized homophobia
- o LGBTQI parenting issues
- o Transgender issues
- o Self-esteem building
- o Personal growth
- o Mood disorders
- o Eating disorders
- o Chronic illness
- o Grief issues
- o Religious abuse
- o Stress issues
- o Relationships
- o Financial crisis

Each therapist in the LIFE Program, after a thorough initial evaluation, utilizes the form of treatment most suited to the needs of the client. Although the mental health services of the LIFE Program are target to the LGBTQI community, all services of the Center are available to all who are comfortable with the Program's LGBTQI affirming atmosphere without regard to race, color, creed, national origin, religious preference, gender, physical or mental ability, sexual/affectional orientation, marital status or health status.

Services for are funded by: client fees, third party insurers, Health & Human Services Commission Community Mental Health Grant and donations.

## ***INTEGRATED CARE***

The Integrated Care Program is meant to be a Behavioral Health Home and its purpose is to improve the overall health, wellness and quality of life for persons with mental health concerns, including substance abuse, by assisting them in addressing not only their behavioral health, but their physical health as well to improve and achieve optimum recovery to live a self-directed life, and strive to reach their full potential.

The program includes a variety of services for individuals seeking a whole-health approach to wellness and recovery. The program is designed to assist primarily the uninsured, under-insured, and under-served individuals of the LGBTQ and HIV community, to access primary care in addition to their behavioral/mental health care at the Center. The program also includes case management, peer support and a wide variety of free educational wellness programs that target the greatest chronic physical health concerns, such as: diabetes, hyper-tension, high cholesterol, weight management, and tobacco use, and they are open to the entire community to help motivated individuals reach whole-health goals.

The Center assigns clinicians based upon training and interest of the clinician in integrated care. Clients are involved in their plan of treatment/wellness. As part of the program, referrals to external services and specialists are tracked by the case manager. Your responsibilities in the Behavioral Health Home include providing your health history and current medications, and participating in self-management activities.

## **CLIENT BILL OF RIGHTS**

The Center respects, protects, implements and enforces each client right required to be contained in the facility's Client Bill of Rights. The Client Bill of Rights includes:

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: the condition to be treated; the proposed treatment; the risks, benefits, and side effects of all proposed treatment and medication; the probable health and mental health consequences of refusing treatment; other treatments that are available and which ones, if any, might be appropriate for you; and 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 Commission on Alcohol and Drug Abuse 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 Commission on Alcohol and Drug Abuse.
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.

## ***STATEMENT OF CLIENT RIGHTS AND RESPONSIBILITIES***

All clients (or through their surrogate) admitted to services and applicants for services of the Center have all the rights and responsibilities of other residents of the State of Texas and the United States of America including the following rights and responsibilities:

### **RIGHTS:**

1. **CONFIDENTIALITY:** The right to confidentiality. No information from which the identity of clients or their treatment can be determined will be given directly or by reference to the public or any other individual or agency without the written consent of the client as governed by local, State, and Federal regulations.

The law authorizes us to disclose information in the case of: (1) a court order, (2) imminent harm might come to the client or others (child abuse, homicide, suicide, physical harm, abuse by a previous counselor), and (3) coded intake, treatment and follow-up data (with client name removed) sent to the funding source as a requirement for sponsorship. In addition, coded data (client name removed) or aggregate data will be used by the Center for the purpose of program evaluation and research.

The right to be informed when information is released without permission due to the above listed exceptions.

By appointment, clients may inspect their own clinical and financial records which are maintained by the Center. Copies can be obtained by signing a release. Copies will be available within 7 calendar days of the request. There is a fee of 10¢ per page unless the copy is necessary to file or appeal a disability claim or designation.

2. **DISCRIMINATION:** The right to not be discriminated against and to receive appropriate care. No person will be denied services in any Center program based on their age, sex, race, creed, national origin, sexual/affectional orientation, gender identity, physical ability, religious practice or preference, HIV status, marital status, or pregnancy. Although, some programs give priority to certain groups.

No person who qualifies for grant sponsorship will be denied services based on their ability to pay for the services of the Way Out Recovery & Wellness Program or HIV/AIDS Program of the Center.

3. **RESEARCH:** The right to refuse to participate in research without affecting access to services.
4. **INFORMED CONSENT:** The right to give informed consent or to refuse treatment and to be advised of the consequences of such a decision. Informed consent includes information about the condition to be treated; the proposed treatment; risks, side effects, and benefits of all proposed treatments; alternative treatments and which ones might be appropriate; and probable physical and mental health consequences if treatment is refused; and expected length of stay. If a client is disoriented or lacks the capacity to understand this at the time of admission, they are informed again when they are able to understand.

The right to accept, refuse or withdraw from treatment after receiving the above information and to leave treatment at any time, unless otherwise prohibited by law. All services at the Center are outpatient and voluntary.

5. **TREATMENT/SERVICE/WELLNESS PLANS:** The right to actively participate in the development of an individualized treatment plan and periodic review at least once a month.

The right not to be given medication not needed or too much medication. The Center does not administer medications and the prescribing of medication is optional through the psychiatrist at the Center or elsewhere.

The right not to be held or placed in a locked room alone unless the client is a danger to themselves or others. The Center does not use personal restraint in treatment.

The right to participate in an annual needs assessment and client satisfaction survey. Surveys are available in the lobby and at the reception desk throughout the year.

The right to receive individualized services and to refuse or accept services after being informed of services and responsibilities, including: program goals and objectives, rules and regulations and client/participant rights.

The right to include members of the client's family of choice in treatment planning and discharge planning.

6. **PROVIDER INFORMATION, COMMUNICATION AND CHOICE:** The right to know the qualifications of the staff providing treatment.

The right to be informed about program rules and regulations before admission.

The right to have freedom of choice when choosing a provider of comprehensive outpatient health and psychosocial support services. The right to a second opinion.

The right to appropriate treatment in the least restrictive setting available that meets the client's needs. The Center only provides outpatient services.

The right to free communication within the constraints of the individualized treatment plan with justification for any restrictions documented in the client's record. Since the Center is an outpatient facility, there are no restrictions.

ANSWERING SERVICE: The Center answers the phones during normal business hours and utilizes an answering service after 7:00 p.m. weekdays and on weekends for emergencies.

The Center employees have a block on their phones for Caller ID. If a client does not accept anonymous calls, a therapist will not be able to return calls from their home.

7. **COMPLAINTS AND GRIEVANCES** (see section on complaints): The right to receive a copy of the complaints procedures within 24 hours of admission. The right to comment, complaint and grievance procedure without fear of denial of service or other punitive measures and receive a fair response from the Center within a reasonable amount of time. Comments, complaints, &/or grievances from a client concerning services, policies, or any action of a staff member should be directed to the appropriate Program Director or Chief Executive Officer of the Center for resolution. If unresolved, the comment, complaint, and/or grievance will be forwarded to the Board of Directors committee within thirty (30) calendar days of receipt, and if necessary, to the full Board of Directors for review at the next regularly scheduled Board meeting. In addition, the client may forward comments, complaints, and/or grievances concerning the services of a specific program directly to the funding source.
8. **HUMANE ENVIRONMENT, ABUSE, NEGLECT AND EXPLOITATION:** The right to a humane environment that provides reasonable protection from harm and privacy for your personal needs which is free from physical, mental or sexual abuse, neglect and exploitation.
9. **DIGNITY:** The right to be treated with respect, consideration and recognition of their dignity, individuality and personal privacy. The responsibility to render the same to the provider to receive personal care and treatment in safe, clean surroundings.  
The right to receive communication in a culturally sensitive manner that addresses the client's needs for the purpose of getting any type of treatment, care or service.
10. **PEERS SERVING AS EMPLOYEES OR VOLUNTEERS:** The right to serve as peer support specialists as an employee or volunteer and to integrate this work into a care plan.
11. **FEES AND PAYMENTS:** The right to know in advance about the cost and conditions of payment for treatment, including limitations on the duration of services.
12. **EXPLANATION OF RIGHTS AND RESPONSIBILITIES:** The right to receive a complete explanation of these rights in clear, non-technical terms and in a language the client understands within 24 hours of admission.  
The right at the time of admission or at anytime upon request throughout the span of service, to have a staff member inform the client of his/her client rights, and to have any questions about these rights answered.  
The right to receive a written copy and explanation of these client rights and the grievance procedure at the time of admission or at anytime upon request throughout the span of service including the funding sources address and phone number.
13. **DETENTION:** The right not to be detained against the client/consenter's will.
14. **CONDITIONS FOR SERVICE:** The right to receive services free from conflict of interest or dual relationships. If now or at anytime while receiving services here a client is involved in a partner/spouse relationship with a staff member or member of the board of directors, services should be discontinued and three referrals will be given. Since dual relationships between clients and the Center staff and volunteers can interfere with the therapeutic process, the relationship needs to be over for at least one (1) year before services can resume.

## RESPONSIBILITIES:

1. **CONFIDENTIALITY:** The responsibility to never repeat to anyone else the name or circumstances of any other clients you see at the Center. Clients deserve the same privacy from each other that the staff gives you.
2. **INFORMATION:** The responsibility to inform your counselor or case manager when you do not understand instructions or information that you receive. If you need someone to help you complete forms, explain an instruction or read or interpret for you, staff needs to know that from you. The responsibility to keep your case manager or counselor informed about the quality,

appropriateness and timeliness of services that you are receiving. The Center tries to provide services that fit you and your situation. If you have had problems with the services here you have options. Tell your counselor or case manager, talk to their supervisor or fill out an anonymous survey in the lobby.

3. **APPOINTMENTS:** The responsibility to keep your scheduled appointments with your counselor or care manager and other service providers and to notify them when you need to cancel or reschedule. If you cannot get to your appointment, please call at least 24 hours in advance. In emergencies, call as soon as you can so that we may give the time to another person who may be waiting for service.
4. **FOLLOW THROUGH:** The responsibility to complete those activities that you agree to do and to notify your counselor or case manager when you are unable to do so. The Center staff works hard with you. If you have agreed to make phone calls or check up on something, please complete your task. If you are unable to do so, please let your counselor or case manager know as soon as possible so they may help you.
5. **OBTAINING SERVICES ON YOUR OWN:** The responsibility to notify your case manager or counselor of services that you got by yourself. So we will not spend time working on a service you already have, please let your counselor or case manager know as soon as possible.
6. **NEEDS:** The responsibility to communicate your needs to your case manager or counselor as quickly as possible, understanding that your case manager or counselor may not be able to satisfy "last minute" requests. Many agencies close at 5:00 pm. While you can reach the Center by phone after that time, we may not be able to get in touch with another agency to help you. It is also important to keep your requests reasonable. It is not always possible to fulfill requests, particularly housing. For example, there are no sources of free apartments.
7. **CONDUCT:** The responsibility to conduct yourself appropriately when interacting with persons involved in providing your services and other clients at the Center. Inappropriate behavior includes intoxication, threats, harassment, sexual advances or comments, and physical and verbal abuse. Firearms and/or other weapons are not allowed in any the Center buildings. If discovered, they may be turned over to law enforcement. The responsibility to give truthful information to your counselor or case manager about your eligibility for services. Anyone who knowingly gives false information to their counselor or case manager or engages in inappropriate behavior may lose the right to receive services at the Center.
8. **DOCUMENTATION:** The responsibility to provide documentation needed to qualify you for services before services can be provided, such as, proof of where you live, current proof of income, and, if applicable, proof of HIV status. In order to provide you with grant funded services, your counselor or case manager must show proof that you qualify.
9. **FEES:** The responsibility to pay the fees you have agreed to. The Center has a sliding scale and tries to work with you in setting a reasonable fee. Once you agree to a fee, we count on that. As a client you have the responsibility to pay the fees you have agreed to and to notify your therapist if your insurance plan, or insurance company or income has changed. You will be responsible for paying any increase, if applicable, of co-insurance or copays incurred due to a delay in informing us of the insurance change.

In the interest of providing quality care, the Center uses a team approach in treatment including consultation among staff members of the Center. If the client is aware of a conflict of interest based on a prior or current relationship with any Center staff, that conflict should be reported to the intake or individual therapist. Also, the Gay & Lesbian Switchboard Houston is a program of the Center. Communication about calls to that hotline may be shared with your therapist.

**APPOINTMENTS:** All counseling services are scheduled by appointment only. A session charge will be applied for appointments not kept or appointments which are canceled less than 24 hours in advance. Clients who need to cancel a Monday appointment may leave a message with the answering service 24 hours in advance to avoid charges.

## ***CLIENT COMPLAINT PROCEDURE***

Clients who have any complaint or grievance concerning violations of client rights or treatment standards of any program of the Center should make their complaint or grievance known to that program's coordinator or any staff member. If the complaint or grievance involves the program director, clients should make their complaint or grievance known to the Chief Executive Officer.

1. A complaint should first be discussed with the specific staff member(s) involved. If the client and staff member cannot resolve the grievance, or if the client is not comfortable working with that staff member, then the client should bring the complaint to the Program Coordinator. The order of complaint and appeal is as follows: staff member, program director, chief executive officer, board of directors, funding source. If the complaint is against someone in that chain of appeal, the client may skip that step.
2. For clients who want to make a written complaint, the staff member receiving the request shall give them a copy of these procedures and §1.2.4 Formal Written Complaint Form to complete. The Center will respond to any grievance or complaint within 24 hours of receipt of the complaint (72 hours on weekends). The Center will notify the client that grievance procedures exist and will make them accessible.
3. The Center shall evaluate the grievance thoroughly and objectively, obtaining additional information as needed.
4. All procedures regarding the complaint and grievance resolution will remain confidential unless the client voluntarily signs a release of information.
5. All client complaints will be resolved within seven (7) calendar days of the time the complaint is registered, to the best ability of the Center.

At that time, the client will receive written notice of the findings and recommendations regarding the specific complaint in question and disclosure of the reasons for that decision.

6. All proceedings during resolution of the grievance will be documented, and such documentation will be available to the client and all other parties in the complaint as requested without charge and within the bounds of appropriate confidentiality protections. A grievance is considered resolved when both parties agree to a solution or when the grieving party declines to move the complaint to a higher level.

The client may be represented by counsel or advocate during any hearing. The client may cross-examine witnesses testifying during the hearing, if they so choose.

The board of directors' address is as follows: Board President, the Montrose Center, 401 Branard, 2<sup>nd</sup> Floor, Houston, TX 77006 713.529.0037

7. Clients may present a complaint or grievance directly to the funding source. These sources are listed below:  
**Anti-Violence Program:** Sexual Assault Prevention & Crisis Services: Office of the Attorney General, Crime Victim's Services, PO Box 12548 MC 011-1, Austin, TX 78711 Attn: Grants 1.800.983.9933; or Hate Crimes: Office of the Governor, Criminal Justice Division, P. O. Box 12428, Austin, TX 78711, Attn: Grants 512.463.1927; Non-Residential Shelter Services: Health and Human Services Commission – Family Violence Program Office of Ombudsman, 909 W. 45<sup>th</sup> St. MC 2010, Austin, TX 78751, 877.787.8999 (select a language then option 3) or <https://hhs.texas.gov/about-hhs/your-rights/office-ombudsman>; U.S. Department of Housing and Urban Development, 801 Cherry Street, 28<sup>th</sup> Floor, Fort Worth, TX 76102-6803, 817.978.5624; Joint Commission, Office of Quality Monitoring, One Renaissance Boulevard, Oakbrook Terrace, IL 60181.

**Substance Use Disorder Treatment Program:** Texas Health & Human Services – Office of the Ombudsman, P. O. Box 13247, Austin, TX 78711-3247. 877.787.8999 Relay Texas or people with hearing or speech disability: 711 or 800.635.2989; Joint Commission, Office of Quality Monitoring, One Renaissance Boulevard, Oakbrook Terrace, IL 60181; Substance Abuse & mental Health Services Administration 1 Choke Cherry Road Rockville, MD 20857 1.877.SAMHSA.

**HIV/AIDS Counseling & Case Management Programs:** The Resource Group, 3700 Buffalo Speedway, Suite 250, Houston, TX 77098 713.526.1016; Harris County Public Health, HIV Services, 2223 West Loop South, # 417, Houston, TX 77027 713.439.6090; Houston Housing and Community Development, 2100 Travis Street, 9<sup>th</sup> Floor, Houston, TX 77002 713-868-8300; Texas Department of State Health Services, HIV/STD Services, c/o 1100 W. 49<sup>th</sup> Street, Austin, TX 78756 512.490.2520; Joint Commission, Office of Quality Monitoring, One Renaissance Boulevard, Oakbrook Terrace, IL 60181.

**HIV Prevention & Testing:** Houston Health Department, HIV/STD Bureau, 8000 N. Stadium Drive, Houston, TX 77030 832.393.4755; Texas Department of State Health Services, HIV/STD Services, c/o 1100 W. 49<sup>th</sup> Street, Austin, TX 78756 512.490.2520.

**LIFE Counseling Program:** United Way of the Greater Houston, P. O. Box 3247, Houston, TX 77253-3247, Attention: Fund Distribution 713.685.2300; Area Agency on Aging, HDHHS, 8000 N. Stadium Drive, Houston, TX 77054 713.794.9001; Joint Commission, Office of Quality Monitoring, One Renaissance Boulevard, Oakbrook Terrace, IL 60181.

**Psychiatry:** Texas Medical Board, Investigations Department, MC-263, P.O. Box 2018, Austin, TX 78768-2018 1-800-201-9353

At the client's request, the Center will provide pens, paper, envelopes and postage for filing complaints or grievances. At the client's request, the Center will allow access to a telephone in order to call the funding source to file a complaint or grievance. A client may request assistance with writing a complaint if they are unable to read or write.

8. Clients may present a complaint or grievance directly to the licensing board under which the counselor or the facility is licensed. The address of the appropriate licensing board is posted on the bulletin board.
9. Upon request of the client, the Center will arrange for an impartial referee to render a written decision. Such referees could include an agency such as the Dispute Resolution Center or another service provider in the area designated by the client and agreed upon by the Center.
10. All employees are prohibited from discouraging, intimidating, harassing or seeking retribution against clients who seek to exercise their rights or file a complaint. The Center does not in any way restrict, discourage or interfere with client communication with an attorney or with a funding source for purposes of filing a complaint.

### ***HIV EDUCATIONAL INFORMATION***

The Texas Department of State Health Services – HIV/STD and Substance Abuse Services require that all clients of the Center be provided comprehensive education about HIV disease. All staff members of the Center have been trained to provide you with the most current medical, mental health and legal information concerning HIV disease. If you have any questions about this material, please consult with your individual, group, or couples Counselor.

***MODES OF TRANSMISSION:*** Current scientific research indicates that HIV is transmitted through blood, semen, vaginal fluids, and breast milk. HIV is transmitted:

- by sexual contact (anal, vaginal, oral),
- by sharing needles and syringes, including all paraphernalia involved in the use of illegal intravenous drugs,
- an infected mother to her baby, either before or during birth, or through breast feeding, and
- through contaminated blood products (a very remote possibility since implementation of screening procedures in 1985) or occupational exposure to contaminated blood as the result of spills, sticks, splashes, and other means.

***METHODS OF PREVENTION:*** The key to prevention is learning to change behaviors that increase your risk of contracting HIV. You can change your sexual behaviors by:

- practicing sexual abstinence,
- maintaining a long-term monogamous sexual relationship with one uninfected sex partner,
- practicing safer sex techniques (use a condom, dental dam, latex gloves, and spermicide),
- avoiding unprotected male-male, female-male, and female-female sex,
- avoiding unprotected sexual contact with people who have sex for drugs or money, and
- avoiding unprotected sexual contact with partners of people who participate in unprotected sex, use illegal IV drugs, or frequent male or female prostitutes.

It is easy to avoid being exposed to HIV and other blood-borne diseases by using good personal hygiene and common sense at all times:

- keep broken skin covered with a clean, dry bandage;
- avoid direct contact with blood spills;
- wear gloves to clean spills that contain visible blood; and
- clean blood spills with an appropriate disinfectant or 1:10 solution of freshly mixed household bleach and water. After cleanup, wash hands thoroughly with soap and running water.

You can also change your behaviors about using mood altering chemicals. The use of substances can impair your judgment, which can result in any of the high risk behaviors mentioned above. These substances include not only illegal drugs such as cocaine and marijuana, but also alcohol and other substances which diminish the brain's ability to function normally. Chemical dependency related behaviors you can change are:

- abstaining from using illegal drugs, abusing alcohol and prescription drugs,

- seeking help to overcome substance addictions,
- avoiding sharing needles, syringes, and paraphernalia involved in IV drug use, and
- using proper techniques to clean needles and syringes that may be shared.

If you are concerned about possible exposure to HIV, your Counselor or Case Manager can refer you to appropriate confidential or anonymous testing and counseling. **Confidential testing** means you will be asked to provide your name, and the test result will have your name on it. The results can be released to medical personnel without your permission, and your medical record may contain a copy. However, under current State law, your medical record is protected from being released to anyone else. Effective January 1, 1999, the Texas Department of State Health Services requires all testing sites to report to them by name all positive test results. The names are kept confidential by DSHS. **Anonymous testing** means no names are used and medical records are not kept by the testing site. You are the only person who will have access to the test results, and you must return to the site in order to get your results. Your Counselor can assist you in deciding which type of test you prefer, and can provide additional information on testing. Be aware that to be eligible for most funded HIV services, you must be able to provide written proof of your HIV status. (The written proof must have a name or social security number with the HIV status.) If you are a person living with HIV disease, you have the right to confidential records and files, the right to privacy, and the right not to be discriminated against in any services provided by the Center. Your health status may not be divulged without your knowledge and consent. A breach of these duties to you is considered a serious offense, with serious consequences. For anonymous or confidential testing, contact Legacy at 713.830.3000 or Planned Parenthood at 713.522.3976

### ***SEXUALLY TRANSMITTED INFECTIONS***

A Sexually Transmitted Infection (STI) can be a bacterial or viral infection that is passed from person to person through unprotected anal, vaginal and/or oral sex. The following are some general facts, symptoms, treatments and preventions for the most common STIs.

**General Facts:** At this time there are more than 30 known STIs which fall into two groups - bacterial and viral. Bacterial STIs can be cured while viral STIs can only be treated. Once an individual acquires a viral STI it is in their body forever. Although bacterial STIs can be cured through antibiotics this does not prevent a person from getting it again. Generally, only 40% of women will show symptoms of an STI, while 80-90% of men will show symptoms through the urethrae. The possibility of symptoms for bacterial STIs in the throat and anus is low. There is only a 10% possibility of having a sore throat due to a gonorrhea infection in the throat. The possible symptoms that may occur in the anus include irritation, itching (and possibly sores for viral infection). These symptoms are very similar to those that are seen in the vagina. Therefore, it is very important for all partners to be tested and treated for an STI to prevent further health problems and repeated infections. The following are the most common bacterial and viral STIs along with their symptoms, treatments, and methods of prevention. A good source of information regarding STIs is the CDC National STI Hotline 1.800.227.8922.

#### **Bacterial STIs    Symptoms, Testing & Treatment**

**Gonorrhea**        Burning during urination, a white to yellow discharge, women may experience abdominal pain, an irregular menstrual cycle or complete loss of their menstrual cycle. Testing is done by a swab culture and treatment is done with antibiotics.

**Chlamydia**        Symptoms for Chlamydia are the same as those for Gonorrhea. Testing is done by a swab culture and treatment is done with antibiotics.

**Syphilis**            Symptoms for syphilis occur in stages. The first or primary stage is a painless sore that will appear at the point of contact known as a chancre. It may vary in size and may stay 1-5 weeks then disappear. It may take weeks or months after the first stage symptoms disappear for the secondary stage symptoms to occur. The secondary symptoms may include a rash on the palms of the hands, soles of the feet, and along the hairline, hair loss may also occur, a rash all over the body, and possibly flu-like symptoms. These symptoms may last 4-8 weeks. More serious problems may occur in later stages of syphilis that may cause death. Syphilis is tested through a blood test and can be treated with penicillin or tetracycline. It is also possible to pass syphilis to a baby during pregnancy.

#### **Viral STIs            Symptoms, Testing & Treatment**

**Genital Herpes**        Painful white to red blisters will appear in the area where contact was made. The primary or first outbreak of sores may last 2-3 weeks and is typically the most painful. These sores will disappear in a matter of weeks but may return on and off for the rest of your life. Herpes is passed through contact with a sore or an infected area just before a sore is present and just after a sore has gone away. May cause severe damage to infants and newborns. Herpes is tested by a visual exam or a swab culture of the sores. Treatment is an antiviral medication called Acyclovir that is also known as Valtrex or Zovirax.



|               |   |
|---------------|---|
| Genital Warts | Contracted by contact with an infected area or contact with warts. Symptoms include small painful white bumps that appear at the sight of contact. If left untreated the bumps will continue to grow possibly causing blockage in the area infected. Genital warts are tested through a visual examination. There are several methods of treatment including acid chemical to burn them off, laser treatment, freezing, or cream. Warts cause serious damage to infants and newborns. |
| Hepatitis B   | See the following section on Hepatitis in this handbook.  |
| HIV           | See previous section on HIV in this handbook.   |

**Who is at Risk?:** Anyone who has or is presently practicing unprotected sex may be at risk for an STI. Most STIs are contracted through sexual fluids, including semen, pre-ejaculatory fluids, and vaginal fluids. Coming in contact with these fluids through any type of sex (oral, anal, vaginal) could put someone at risk. It is also a risk to infants born to a mother with certain STIs because they may be transmitted to the infant and cause serious harm.

**Prevention:** STIs are mainly transmitted through contact with sexual fluids, however; syphilis, genital herpes, and genital warts are transmitted through contact with a sore or infected area. The only way to give yourself 100% protection is abstinence; not participating in sexual activity will keep you from contacting any STIs. However, abstinence may not be the best choice for everyone so other types of prevention are available. Prevention for most of these should include safer sex, using condoms (male or female), dental dam (or plastic wrap) and flavored condoms consistently and correctly every time you have sex. However, condoms may not be as effective for those STIs transmitted through contact so, knowing your partner and having good communication will also help protect you from STIs. Be sure to get any and all symptoms checked out to prevent serious long-term problems.

**Locations for STI Testing:** Locations for testing in the Houston area are, Legacy 713.830.3000, and Medical Center STD Clinic 713.794.9640.

### ***OTHER CONDITIONS***

There are some diseases that many people believe to be STIs but are not considered an STI. Although any of these may be contracted through sex they, can also be contracted in other ways, which is why they are not considered STIs.

|                          |  |
|--------------------------|--|
| Crabs/ Pubic Lice        | Tiny insects that lay eggs in the base of pubic hair may also appear in eyelashes, eyebrows, or underarm hair. May be contracted through towels, furniture, carpet, clothing, bed sheets and blankets. Symptoms include severe itching, mild fever, feeling run down, and irritability. Usually treated with an over the counter medication from the drug store. Not treated by shaving the pubic hair.  |
| Scabies                  | Tiny mites (related to spiders) that burrow under the skin causing red irritated streaks and severe itching. These can be contracted through close person-to-person contact, clothing, furniture, carpet, bed sheets and blankets. See a doctor for treatment options.   |
| Vaginal Yeast Infections | A yeast infection may occur for many different reasons that include, antibiotics, hormone imbalance, high blood sugar level, abuse of alcohol causing high blood sugar level, and tight clothing. If a person has sex with someone who has a yeast infection they can get it, this includes men. Symptoms for a yeast infection include, thick white discharge, pain, itching, burning, redness, and a bread like odor. The first time a vaginal yeast infection occurs it is important to see a doctor for treatment. However, there are over the counter treatments at drugstores and in the pharmacy section of any grocery store for repeated infections.  |
| Urinary Tract Infection  | Usually caused by bacteria that have spread from the rectum to the vagina or penis and then to the urethra and bladder. This includes infections of the bladder and the ureter, tubes leading from the (UTIs) kidneys to the bladder, and the urethra, the tube that carries urine from the bladder to the outside of the body. If not treated, may cause a kidney infection. Symptoms may include burning during urination, the urge to urinate when the bladder is almost empty, urge for frequent urination, abdominal or lower back pain, blood or pus in the urine, and fever. Treatment is usually antibiotics prescribed by a doctor. To prevent UTIs, drink plenty of water, urinate immediately before and after intercourse, use condoms during sex, clean thoroughly and completely after a bowel movement. |
| Trichomoniasis           | Symptoms for Trichomoniasis include burning during urination, a green discharge, and for women they may include abnormal periods or bleeding and pain or cramps in the abdomen. One symptom for this that is different from the others is an extremely foul odor. Testing is done by a swab culture and treatment is done through antibiotics.   |

### ***GENERAL INFORMATION ON HEPATITIS***

**General Facts:** Hepatitis is a viral infection that causes damage and swelling of the liver. There are, at least, six different types of hepatitis. Hepatitis is transmitted in many different ways. Some of the methods of transmission include body fluids and contaminated water or food. There are two types of Hepatitis infection, acute and chronic. Acute infection generally means serious illness for 6 months or more then recovery where the virus goes away. Once the illness is over immunity may develop. This will prevent getting that type of Hepatitis again and passing it on to other people. Symptoms for acute Hepatitis are severe flu-like symptoms including fever, fatigue, nausea, vomiting, diarrhea, and jaundice (the yellowing of the skin and the whites of the eyes). Chronic infection means that the virus does not go away but stays in the body and may do serious damage to the liver including possible chronic liver disease, cirrhosis or scarring of the liver, liver cancer, or liver failure. The symptoms for chronic hepatitis are not as noticeable as in acute illness. It may take 15-20 years before a person knows they have chronic hepatitis and during this time the virus is in the body doing damage to the liver.

**Types of Hepatitis**

**Symptoms, Testing & Treatment**

**Hepatitis C**

For Hepatitis C the majority of infections are chronic, therefore symptoms may not occur for 15-20 yrs. The symptoms that occur will be long-term health problems involving the liver. In chronic infections the virus stays in the body forever. In acute infections, symptoms may occur 32-75 days after exposure. These symptoms may stay for several months. Hepatitis is tested through a blood test. Treatment is a medication called Interferon, which may also be taken in combination with another medication called Ribavirin. See your doctor for other treatment options.

**Hepatitis B**

Hepatitis B is transmitted through five body fluids; blood, semen, vaginal secretions, breast milk, and saliva. It may live in dried blood for 30 days or more. Contact may be made through unprotected sex (anal, vaginal, oral), sharing needles, razors, or toothbrushes, mother to child from either birth or breastfeeding, or contact with infected saliva. Hepatitis B may have flu-like symptoms that may last for a period of months or the symptoms may not appear for 15-20 years after contact that may include serious liver problems. Hepatitis B is tested through a blood test. Treatment for Hepatitis B is Interferon.

**Hepatitis A**

Hepatitis A is transmitted through the oral/fecal route and may be sexually transmitted particularly in the Gay community. The symptoms for Hepatitis A are the same as for the others mentioned above. The treatment is rest and diet modifications.

**Who is at Risk?:** Behaviors that put people at risk for Hepatitis B and C infection include: experimentation with needles, blood transfusion before 1992, sex partners and needle sharing partners or someone at risk for Hepatitis B and C, and infants born to infected mothers.

**Prevention:** Prevention should include using condoms during sex, especially anal and vaginal sex where blood may be present. Do not share needles, razors, or toothbrushes. Protect yourself by wearing gloves to clean up any blood and use 100% bleach.

**Location for Hepatitis Testing:** A blood test is used to detect Hepatitis. Testing for Hepatitis B and C is available at Legacy Community Health Services 713.830.3000.

***TUBERCULOSIS (TB) EDUCATIONAL INFORMATION***

For TB testing, contact Legacy at 713.830.3000 (1415 California), or any other City of Houston Clinic at 713.840.8352.

In order to protect all the Center clients and visitors from TB exposure, we have instituted prevention measures. If you have a cough we ask you to cover your mouth with a tissue when coughing. If the cough has persisted for more than one week please get a TB test done. We ask that you wear a disposable surgical mask until you have a negative skin test. We will provide masks at the reception desk. Anyone who refuses to take these precautions will be asked to leave the facility until they have proof of their TB status.

Adapted from Texas Department of State Health Services HIV/AIDS Training Guidelines, and "Questions and Answers about AIDS Testing" from the AIDS Equity League. Revised 2/95

***SMOKING AND TOBACCO PRODUCTS***

The Center is a health care facility and licensed by the state of Texas as an outpatient chemical dependency treatment program. As such we are required to be a smoke- and tobacco-free building and property. Smoking and tobacco use is not permitted anywhere in on Center Property by clients, staff, or visitors. This includes the parking lot. For your information a list of counseling programs and classes recommended by the American Lung Association to assist with reducing or stopping smoking or use of other tobacco products are listed below.

Nicotine Anonymous - main number  
for referrals to groups  
713.827.5989

M. D. Anderson Hospital  
individual and group counseling  
713.792.0919

American Lung Association  
of Texas  
Freedom from Smoking Manuals  
& workbooks  
713.629.1600  
American Cancer Society  
713.266.2877

### ***BACKGROUND OF THE MONTROSE CENTER***

The Center was created in 1978 by a group of concerned people, mostly therapists in private practice, who were aware that many gay men and lesbians who went to hospitals and other therapists for mental health and chemical dependency services were being mistreated by those providers because the providers were trying to "cure" them of their homosexuality or ignore it completely. The founders of the Center wanted to establish a community-based agency which was affirming of gays, lesbians, and their significant others. Since its beginnings, the Center has expanded its focus to include bisexual and transgender persons.

The first services the Center offered were general psychotherapy services, mostly dealing with coming out and relationship issues. Education of our clients and for the general community, has always been a part of our services. In 1981, chemical dependency treatment began. In 1982, HIV services were added. In 1989, case management services for HIV were started.

The Lesbian & Gay Switchboard joined the Center in 2000 as our 24-hour access to the community. It is staffed by trained volunteers who are dedicated to providing crisis intervention, shelter access, and information and referral.

Hatch Youth, dedicated to empowering LGBTQI youth, age 13-20 to become positive contributors to society by providing a safe social environment for LGBTQI youth, offering role models and peer support, and sponsoring educational and community outreach opportunities, joined the Center in 2001.

Our mission has never changed. We continue to focus on providing quality, affordable, and comprehensive outpatient mental health services to the Lesbian, Gay, Bisexual, and Transgender communities. We also provide education and research to these communities and to other mental health professionals.

### ***ADVANCED DIRECTIVES***

An advanced directive is a form that either states your choices for medical treatment or names a person to make treatment choices for you. A signed advance directive will take effect only if you become mentally or physically unable to make medical care decisions or express your wishes. The four kinds of advanced directives legally recognized in Texas are:

- o Medical Power of Attorney
- o Directives to Physicians and Family or Surrogates (Living Will)
- o Out-of-Hospital Do-Not-Resuscitate Order
- o Psychiatric Advanced Directives, Declaration for Mental Health Treatment

If you are interested in discussing any of these options, please contact a lawyer of your choice or one of the following agencies:

Houston Lawyer Referral Service, 713.237.9429

Houston Volunteer Lawyer Program, 713.228.0735

Lone Star Legal Aid, 713.652.0077

While the Center will accept a copy of the psychiatric advanced directives for safe-keeping, We cannot accept originals of any of the documents. Center staff will honor your wishes as you direct in the documents.

### ***RECORDING DEVICES***

Clients should not bring audio tape recorders, cameras, video recorders into the Center's building and may not use any of these or a camera/audio recorder on a phone on the Center premises without the written consent of all parties to be recorded and prior written consent from a member of the Management Team. This is necessary to insure client and staff confidentiality and privacy. Failure to abide by this rule may result in **termination** of service at the Center.