



SunServe Client Handbook

WELCOME TO SUNSERVE!

We are honored you have chosen us as your Social Service provider. Our goal is to provide the highest quality of services for all of our client's in a timely and respectful manner. Since being founded in 2002 we have become a vital part of this community by following our motto "We Help People". SunServe has adopted a person-centered planning model which will be utilized throughout the agency for all persons served. SunServe believes that person-centered planning is a way for individuals to plan their lives with the support and input from staff who serve them. Our vision is we always put our client's first. Help us to continue to be a special place to receive services and serve our community.

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SUNSERVE HISTORY

Founded in 2002 as the first agency providing for the social service needs of the LGBTQ community of South Florida, Sunshine Social Services, Inc. (SunServe) has been advocates, allies and champions for economically disadvantaged and marginalized youth, families, adults and seniors. Located in the heart of Wilton Manors, the second-highest per capita LGBTQ population in the United States, SunServe was created by a team of dedicated community volunteers who wanted to provide vital quality care to high-risk and vulnerable members of the LGBTQ community.

SunServe's first enterprise was The Noble A. McArtor Senior Day Care Center, the first Senior Day Care Center designed to meet the needs of the Lesbian, Gay, Bisexual and Transgender community. The Noble A. McArtor Senior Day Care Center, housed at Sunshine Cathedral, is now home away from home to more than 30 seniors who enjoy a healthy lunch and a host of activities throughout the week, allowing their caregivers and families some much-needed respite.

Under the experienced leadership of SunServe's founder, Dr. James Lopresti, the agency formed the Counseling Program in 2003. With a shoestring budget and a collective team of 40 community therapists, this program has grown into a full range of out-patient mental health services including individual, couples, family, youth, and group therapy.

SunServe began hosting a youth group for LGBTQ youth in 2004 that has blossomed into the agency's largest department catering to the needs of hundreds of youth throughout the county. In 2013, SunServe opened the HIV/AIDS Housing Case Management (HOPWA) program and Project AIDS Care Medicaid Waiver program. In 2014, SunServe opened the Transgender Services Department linking all clients to culturally relevant medical care and critical assistance, and in 2015, SunServe began the Senior Care Management program offering in-home case management to LGBTQ seniors. In 2017, SunServe launched a Women's Services Department to improve the well-being of all LBT women through dedicated health and wellness services, connection to community resources, social engagement, and networking.

On a weekly basis, SunServe helps hundreds of community members and is devoted to remaining a pioneer and innovator in proactively developing cutting edge programs to improve the health, well-being and quality of life of community members.

OUR MISSION

Recognizing that the entire LGBTQ community has the right to quality care, our mission is to provide critical life assistance and professional mental health services with an emphasis on economically disadvantaged, marginalized youth, adults and seniors in the greater South Florida metropolitan area.

CLIENT RIGHTS

POLICY:

It is the policy of SunServe that employees and contracted personnel are educated and oriented to Client Rights at the time of hire and annually thereafter.

RIGHT TO INDIVIDUAL DIGNITY:

The dignity of the individual served must be respected at all times and upon all occasions, including any occasion. An individual may not be deprived of any constitutional right.

RIGHT TO BE FREE FROM ABUSE AND MISTREATMENT

SunServe personnel and volunteers are required that their conduct with clients/families is such that clients/families will be free from any form of physical abuse, verbal abuse, neglect, humiliation, exploitation, retaliation and from any other acts that are non-therapeutic and counter to client treatment plans. SunServe personnel and volunteers are required to honor the spirit and intent as well as follow the Florida Department of Health rules and regulations to assure the rights of clients, their families and other stakeholders served.

Examples of abuse or mistreatment include, but are not limited to the following:

- a. Physical assault such as hitting, kicking, scratching, pinching, choking, pushing, or any non-therapeutic physical contact.
- b. Infliction of any mental pain or distress that is non-therapeutic and inconsistent with the client's treatment plan resulting from ridicule, coercion, threats, intimidation, exploitation, humiliation, or retaliation.
- c. Neglect in care, which is the failure to provide treatment, care, goods, or services necessary to the health, safety, or welfare of the client.
- d. Condoning or permitting the abuse of a client by other clients, family members, or staff.
- e. Intensive confrontation, unless consistent with a client's treatment plan.
- f. Statements or actions, which would humiliate, demean, or exploit a client.
- g. Other similar acts or omissions provided that such acts or omissions are either intentional or reckless and directly result in discernable injury or suffering to the client.

RIGHT TO NONDISCRIMINATORY SERVICES

SunServe will not deny a client access to services solely on the basis of race, gender, ethnicity, age, sexual preference, human immunodeficiency virus status, prior service departures against

medical advice, disability, or number of relapse episodes. SunServe will not deny access to services based solely on inability to pay.

Each client in treatment will be afforded the opportunity to participate in the formulation and periodic review of his or her individualized treatment or service plan to the extent of his or her ability to so participate.

It is the policy of SunServe to use the least restrictive and most appropriate services available, based on the needs and the best interests of the client and consistent with optimum care of the client.

Each client will be afforded the opportunity to participate in activities designed to enhance self-image.

RIGHT TO QUALITY SERVICES

Each client will be delivered services suited to his or her needs, administered skillfully, safely, humanely, with full respect for his or her dignity and personal integrity, and in accordance with all statutory and regulatory requirements.

These services include the use of methods and techniques to control aggressive behavior that poses an immediate threat to the individual or to other persons. When authorized, these methods and techniques may be applied only by persons who are employed by SunServe and trained in the application and use of these methods and techniques.

RIGHT TO COMMUNICATION

SunServe ensures that each client has the right to communicate freely and privately with other persons within the limitations imposed by policy.

It is the duty of SunServe to inform each client and his or her family if the family is involved at the time of admission about the provider's rules relating to communications and correspondence.

RIGHT TO CONFIDENTIALITY OF INDIVIDUAL RECORDS

The SunServe's records which pertain to the identity, diagnosis, and prognosis of and service provision to any client are confidential in accordance with agency policy and applicable federal/state confidentiality regulations. These records may not be disclosed without the written consent of the individual to whom they pertain except that appropriate disclosure may be made without such consent:

1. To medical personnel in a medical emergency.
2. To SunServe personnel if such personnel need to know the information in order to carry out duties relating to the provision of services to an individual.

3. To the Secretary of the Department of Health or the Secretary's designee, for purposes of scientific research, in accordance with federal confidentiality regulations, but only upon agreement in writing that the client's name and other identifying information will not be disclosed.

4. In the course of review of service provider records by persons who are performing an audit or evaluation on behalf of any federal, state, or local government agency, or third-party payor providing financial assistance or reimbursement to the service provider; however, reports produced as a result of such audit or evaluation may not disclose names or other identifying information and must be in accordance with federal/state confidentiality regulations.

5. Upon court order based on application showing good cause for disclosure. In determining whether there is good cause for disclosure, the court shall examine whether the public interest and the need for disclosure outweigh the potential injury to the individual, to SunServe and the individual, and to SunServe itself.

6. The restrictions on disclosure and use in this section do not apply to communications from SunServe personnel to law enforcement officers which:

A) Are directly related to an individual's commission of a crime on the premises of SunServe or against SunServe personnel or to a threat to commit such a crime; and

B) Are limited to the circumstances of the incident, including the status of the individual committing or threatening to commit the crime, that individual's name and address, and individual's last known whereabouts.

C) The restrictions on disclosure and use in this section do not apply to the reporting of incidents of suspected abuse and neglect to the appropriate state or local authorities as required by law.

RIGHT TO CARE AND CUSTODY OF PERSONAL EFFECTS

An individual has the right to possess personal effects. SunServe may take temporary custody of the client's personal effects only when required for medical or safety reasons, with the reason for taking custody and a list of the personal effects recorded in the individual's clinical record.

RIGHT TO COUNSEL

Each client will be informed that he or she has the right to be represented by counsel in any proceeding for assessment, stabilization, or treatment and that he or she, or his or her parent, legal guardian, or legal custodian, may apply immediately to the court to have an attorney appointed if he or she cannot afford one.

OTHER RIGHTS GUARANTEED TO SUNSERVE CLIENTELE INCLUDE THE RIGHT TO:

Care that is considerate and respectful

The name and function of personnel providing services and the identity of other personnel assisting in treatment

Appropriate assessment and management of pain

Refuse treatment/services and to be informed of any potential consequences

Current and complete information in terms the client can reasonably be expected to understand

Continuity of care and to be informed of the possibility of continuing requirements following the end of treatment

Refuse to participate in research

Receive an itemized statement of all charges

A smoke-free environment

Report concerns about client care and safety by contacting the Florida Department of Health, Division of Quality Assurance at (850) 488-0595

LIABILITY AND IMMUNITY

SunServe personnel who violate or abuse any right or privilege of a client are liable for damages as determined by law. All SunServe Staff acting in good faith, reasonably, and without negligence shall be free from all liability, civil or criminal, by reason of such acts.

CONFIDENTIALITY AND THE CONFIDENTIAL NATURE OF CLIENT INFORMATION (HIPAA)

POLICY:

1. It is the policy of SunServe that all employees shall maintain and protect the confidentiality of Clients, as is required under the Health Insurance Portability and Accountability Act (HIPAA). SunServe adheres to the following confidentiality as outlined below in accordance with 42 Code of Federal Regulations, Part 2 and ss. 397.501(7).

2. Confidentiality of information is the right of the Client. All information, oral and written, obtained in the process of caring for the Client or his/her family is considered confidential information and may not be disclosed without the written authorization of the Client.

All SunServe employees, volunteers, contractors, students, and all other individuals with access to Client information are informed of the privileged and confidential nature of such information during initial employment processing. The concept of confidentiality has ethical, as well as legal implications. Individuals who may be responsible for providing care for friends, relatives, or acquaintances shall discuss immediately with their supervisor issues or circumstances that may present a potential conflict or breach of confidentiality.

3. All employees, volunteers, contractors, students, and other individuals who have access to Client information will indicate an understanding of the rules governing Client information and prohibition of re-disclosure.

4. Any employee, student, volunteer, contractor or other individual may be subject to immediate termination of their employment/relationship with SunServe for violation of the agency's policies regarding confidentiality. They may, in addition, be subject to federal/state regulations and laws, which include fines and/or imprisonment and/or reporting breach of confidentiality to professional licensing boards.

5. Questions or concerns regarding legal obligations or duty to disclose information, such as abuse/neglect or duty to warn are discussed with immediate supervisors or the Clinical Director for immediate follow-up and/or reporting of the incident.

6. The Operations Director is designated to protect confidentiality of administrative records.

PROCEDURE:

1. The Human Resources Assistant shall inform employee, students, volunteers, contractors or other individuals of confidential nature of information related to clients at SunServe. Orientation to the confidentiality policy and signing an agreement to abide by the policy is a condition of hire at SunServe. A sample of the orientation signature page is attached.

2. It is the responsibility of the Clinical Director to discuss with an employee, a potential conflict of interest and/or potential breach of confidentiality related to prior relationship with Client and/or family members.

3. All information pertaining to a Client is considered confidential and is therefore "privileged" information and protected according to state laws.

4. A counselor must never release any information regarding a Client without the Client's proper written consent, even if the request is just to see if the Client is being seen at the agency.

5. The standard response to anyone requesting information should be: “It is the policy at our agency that we do not release any information regarding whether or not someone is a Client without the proper legal consent.”
6. There are some instances in which confidentiality can be breached including (1) court orders signed by a judge, (2) a Client’s report that he wishes to harm himself or someone else, (3) a Client’s report that he is being abused/hurt by someone else, and (4) adult, elderly and child abuse/neglect.
7. Therapists/ Counselors should never store Client confidential information in their offices. All Client information must be stored in the medical record.
8. Counselor should never take Client information off-site unless there is a school or home visit, an off-site meeting regarding the Client, or court. Any breaches of Client confidentiality will be taken seriously and may be cause for termination.
9. Each Client will be oriented to the provisions and protections of 42 CFR, Part 2 at the time of admission. The client will read the Notice of Confidentiality form or it will be read to them. They will be given the opportunity to ask questions and discuss concerns to ensure an understanding of their rights to confidentiality under federal law.
10. Each client will sign and date the appropriate Release of Information Forms prior to and upon placement. Each client sign and date the Notice of Privacy Practices acknowledging that been informed regarding their right to confidentiality.
11. Each client will sign a form prior to and upon placement.
12. The Client will give his/her consent for the Release of Information by completing and signing the Release of Information form.
13. A staff member will witness the signature, date the forms, and place them in the Client record.
14. The Client may sign additional Release of Information Forms throughout the course of treatment as needed.
15. The Client may rescind authorization at any time by requesting and noting the rescission in the Client’s record.
16. Client- identifying information will be only if a client gives informed consent to do so, unless the following conditions exist:
 - a. Client consents in writing to the disclosure and determines what is to be disclosed
 - b. The disclosure is ordered by subpoena and court order; and

c. The disclosure is made to medical personnel in a medical emergency or to qualified personnel for research, audit or program evaluation.

17. Any questions regarding the appropriateness of releasing client information will be discussed with the Clinical Director.

18. The Director of Operations provides oversight of Human Resources functions, including the maintenance of confidential personnel records, which remain locked in a cabinet at all times when not being used directly. The room housing personnel records is also kept locked, when not in use.

CLIENT GRIEVANCE POLICY AND PROCEDURE

POLICY:

It is the policy of SunServe to receive and resolve client concerns and grievances in a timely manner.

It is noted that there will be no retaliation or barriers to services should a client file a grievance or a complaint.

DEFINITIONS:

CONCERN: An expression of dissatisfaction. Concerns are the least serious form of discontent covered by this policy.

GRIEVANCE: A charge of unfair treatment, illegal, unprofessional or unethical behavior on the part of the staff, the program and/or the grant requirements. This is a more serious charge that, despite all parties' best intended efforts, has not been resolved and, therefore, necessitates formal proceedings. This includes grievances and or complaints of discrimination.

PROCEDURE:

1. All clients receive a copy of their Rights and Responsibilities and are made aware of the grievance procedure. This is received in a variety of settings and throughout our programs. The document is signed and witnessed, and a copy is placed in the client file.

2. All clients are encouraged to seek problem resolution as soon as possible after a concern is realized or a conflict occurs. Client concern and suggestion forms are available at all locations.

3. Should a client have an issue with a specific individual (client or staff member), they are strongly encouraged to directly address the concern with the individual.

4. The initial contact for concerns is the client's direct service provider. In the event the client is not satisfied with the outcome, the client is referred to the supervising Program Director.

5. If the client is not satisfied with the Program Director's response, a grievance form can then be completed and forwarded to the Human Resources Director for intervention. The Human Resources Director will review grievance, make inquiries with all identified parties and address the grievance within 15 business days providing a written response.

Grievance forms and procedures are readily accessible at each location of each service facility. Clients and other stakeholders may access the forms without requesting from a staff member.

6. If the client is not satisfied with response of the Human Resources Director, the issue will be forwarded to the Executive Director, who will review grievance as well as Human Resources's findings, make additional inquiries if appropriate to all involved parties and then respond to the client within 5 business days.

7. If either party determines a conflict is still evident, additional consultation may be sought through the appropriate grantor's office or licensing office stemming from the client's programmatic affiliation. The Human Resources Director will facilitate the process with the support of the Executive Director.

Identification of the Ryan White Part A Program Office as the final recourse should efforts to resolve the grievance not be successful. This shall include the phone number for the Ryan White Part A Program (954) 537-5390. **This only applies to grievances involving the programs funded by the Ryan White Part A program (Ryan White Mental Health).**

“For clients of the Noble A McArtor Adult Day Care center or the EHEAP program, final recourse should efforts resolve the grievance not be successful, shall include the phone number for the Aging and Disability Resource center (954) 745-9567. **This applies only to grievances involving the programs funded by The Older Americans Act through ADRC.**”

SunServe's internal grievance form will be copied twice to be distributed so the client may keep a copy of the form, and if required, a copy can be sent to the appropriate grantee or licensing entity for final resolution.

If you feel that you were discriminated against, please explain how, why and when you believe you were discriminated against and include, in detail, the alleged acts of discrimination. Note the basis of discrimination: Race, Color, National Origin, Sex, Age, Handicap/disability, income status, retaliation or other.

Alternate means of filing complaint, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities, upon request.

- Dances & Holiday Events - Youth Speakers Bureau
- HYT Healthy Youth Transitions
- Life Coaching / Case Management
- HIV Prevention

❖ **Nobel A. McArtor Adult Day Care Center**

- Director: Lisa Peters ext. 103
 - We serve challenged seniors over 60 who need some assistance with day to day activities regardless of gender, race, religion, income, culture, or sexual orientation.
 - Must be over 60, mobility/walking, continent, bear your own weight
 - Daily activities include:
 - Licensed nurse assessments/supervision - Certified medical staff
 - Entertainment/activities - Snack/meal
 - Transportation by Para-Transit
 - EHEAP is a program which provides assistance for home-energy emergencies to qualified, low-income households with at least one person 60 years of age or older.

❖ **Case Management**

- Director of Case Mgt.: Tiffany Arieagus (954)764-5150 ext.104
- Supervisor of Housing Case Mgt. Lisset Ivey ext. 189
 - Housing Opportunities for People with Aids (HOPWA)
 - Housing program that provides housing assistance to low-income persons living with HIV/AIDS and their family

❖ **Transgender Services**

- Director: Santi Aguirre (954)764-5150 ext. 112
 - Case Management – HIV + OR HIV –
 - Legal issues - Name change, legal change gender marker
 - Hormone Therapy
 - Services within the jails
 - Housing
 - Mental Health
 - Education and Advocacy
 - Support Groups

❖ **Women's Services**

- Director: Misty Eyez (954)764-5150 ext.126
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- We serve lesbian, bisexual, and transgender women over the age of 18 with:
 - Case Management
 - Mental Health
 - Job Placement and interview prep
 - Recovery Support
 - Advocacy
- LGBTQ Proficiency Training
 - LGBTQ 101
 - Transgender 101
 - Fee based training in non-profit and for non-profit organizations
 - Grant funded training program in Broward municipalities
 - Clinical Education

❖ **Development**

➤ Director: Steve Schauder (954)764-5150 ext.127

❖ **Executive Director**

➤ Director: Mark Ketcham (954)764-5150 ext.102

❖ **Human Resources**

➤ Director: Mandi Hawke (954)764-5150 ext.202

❖ **Quality Assurance**

➤ Director: Gary S. Hensley (954)764-5150 ext.109

SunServe North hours of operation

Services: 9:00am-5:00pm M-F

Therapy/Counseling: 9:00am-7:00pm M-F

10:00am- 2:00pm Sat.

Groups: 6:00pm-8:30pm M-F

10:00am-2:00pm Sat.

SunServe South hours of operation

Youth Services office hours monday-friday, 10-5, except wednesdays, 2-5.

Exceptions by appointment.

Noble A. McArtor Adult Day Care Monday - Friday, 8:30 AM - 5:00 PM

FEES AND OTHER FINANCIAL AND INSURANCE MATTERS

SunServe as a variety of programs which have specific criteria for payment. Your fee for the service you are seeking will be determined based on the program you qualify for which could include: no charge for services, a fee based on a sliding scale fee schedule, co-pays as determined by your Medicaid/Medicare or your private insurance plan.

We do not accept insurance assignments. If you have insurance benefits that cover our services, we will provide you with a monthly receipt that meets the insurance company's requirements. And we will gladly assist you with completing any forms your carrier requires for you to seek reimbursement for our services.

You are expected to pay for your services each time you come for your session. You may give the payment to your therapist, bring your payment to the Sunserve office before your session, or place your payment in the SunServe envelope provided for you for mailing to the Sunserve office. If you consistently miss payments, your therapist will address this matter with you.

If there are changes in your financial status or matters of unique financial hardship that have interfered with your ability to pay, you will be asked to renegotiate your fee with a Sunserve staff person. Failure to pay for services as originally negotiated, or as re-negotiated, may lead to change of treatment frequency and, in some instances, termination of treatment at SunServe. In those cases, you will be provided with options that respect your care needs.

SCHEDULING AND MISSED SESSIONS

Scheduling presents a special problem in therapy because once a given hour is blocked out over a period of time, it cannot be filled again on short notice. Further, because the nature of therapy requires a weekly commitment of time, a therapist is only able to maintain a finite caseload. Consequently, fees will be charged for all missed sessions, regardless of the reason for the absence, except in the following situations:

- a. If you give **24-hour notice**. Leave a message on the Sunserve voice mail at (954) 764-5150, if you are unable to contact your therapist directly.
- b. Three sessions per calendar year, which you might use in case of last-minute business trips, illness, etc. Please inform your therapist at the time that you are using one of these three last-minute no-fee cancellations. This three-session limit will be waived in the event of prolonged illness or absence and by discussion.
- c. Severe weather, or other emergencies beyond your control.

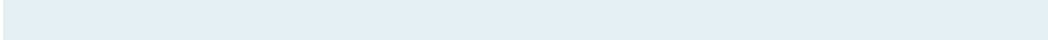
- Payment for Missed Sessions. You are responsible for the entire fee when this occurs. Please note that insurance companies will not reimburse you for sessions that are missed and billed as absence.

- Rescheduling. Should you need to cancel your regularly scheduled session, your therapist will attempt to find another appointment during the same week. We cannot guarantee that this will always be possible; however, we will be as flexible as possible. A phone session might be possible as an alternative.

- Termination because of Missed Sessions Should you fail to show for two sessions in a row without canceling your appointment in advance, you may be subject to termination. Your therapist or counselor will ask you to meet to discuss what has led to this failure to show for appointments and will help you make a plan that may include referral for treatment to another agency in the community.

ANNUAL INCOME LIMITS-2018 FEDERAL POVERTY LEVEL						
HouseholdSize	100% FPG	125% FPG	150% FPG	250% FPG	300%FPG	350% FPG
1	\$12,140	\$15,175	\$18,210	\$30,350	\$36,420	\$42,490
2	\$16,460	\$20,575	\$24,690	\$41,150	\$49,380	\$57,610
3	\$20,780	\$25,975	\$31,170	\$51,950	\$62,340	\$72,730
4	\$25,100	\$31,375	\$37,650	\$62,750	\$75,300	\$87,850
5	\$29,420	\$36,775	\$44,130	\$73,550	\$88,260	\$102,970
6	\$33,740	\$42,175	\$50,610	\$84,350	\$101,220	\$118,090
7	\$38,060	\$47,575	\$57,090	\$95,150	\$114,180	\$133,210
8	\$42,380	\$52,975	\$63,570	\$105,950	\$127,140	\$148,330

MONTHLY INCOME LIMITS-2018 FEDERAL POVERTY LEVEL						
HouseholdSize	100% FPG	125% FPG	150% FPG	250% FPG	300%FPG	350% FPG
1	\$1,012	\$1,265	\$1,518	\$ 2,023	\$ 2,529	\$3,541
2	\$1,372	\$1,715	\$2,058	\$ 2,743	\$ 3,429	\$4,801
3	\$1,732	\$2,165	\$2,598	\$ 3,463	\$ 4,329	\$6,061
4	\$2,092	\$2,615	\$3,138	\$ 4,183	\$ 5,229	\$7,321
5	\$2,452	\$3,065	\$3,678	\$ 4,903	\$ 6,129	\$8,581
6	\$2,812	\$3,515	\$4,218	\$ 5,623	\$ 7,029	\$9,841
7	\$3,172	\$3,965	\$4,758	\$ 6,343	\$ 7,929	\$11,101
8	\$3,532	\$4,415	\$5,298	\$ 7,063	\$ 8,829	\$12,361



SUNSERVE SLIDING FEE SCALE FOR MENTAL HEALTH SERVICES						
Fee Schedule	Relative to FPL	100%→	125%→	150%→	250%→	350%→
Individual Therapy		\$12.00	\$16.00	\$18.00	\$24.00	\$48.00
Group Therapy		\$8.00	\$10.00	\$12.00	\$16.00	\$32.00
Couples Therapy		\$15.00	\$18.00	\$22.00	\$30.00	\$60.00
Psychiatric Evaluation		3 Funding Streams-HIV+ & Substance Abuse, Medicaid, Ryan White				
Medication Management		3 Funding Streams-HIV+ & Substance Abuse, Medicaid, Ryan White				