Client Handbook

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Introduction

Heart & Soul of NM, Inc. welcomes you into the care of our agency. Heart & Soul aims to foster a supportive environment that encourages growth, self-discovery, and the realization of your fullest potential.

We are passionate about enhancing the quality of life for every individual in our community and are committed to providing quality healthcare to all. Heart & Soul operates behavioral health clinics in Albuquerque, Belen, and Las Cruces. Our agency provides a full range of behavioral healthcare services from basic outpatient care to specialized programs.

We also want to make it easy for you to access care, so Heart & Soul offers many services in-person and through virtual or tele-health options. We strive to provide the right support at the right time and at the right place to meet the unique needs of each person we serve.

Our multi-disciplinary team will work collaboratively to meet your goals and you are the most important member on that team. Thank you for choosing Heart & Soul of New Mexico. It is our privilege to serve you.

Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW THIS NOTICE CAREFULLY.

Your health record contains personal information about you and your health. This information about you that may identify you and that relates to your past, present, or future physical or mental health condition and related health care services is referred to as Protected Health Information (PHI).

This Notice of Privacy Practices describes how we may use and disclose your PHI in accordance with applicable law including the Health Insurance Portability and Accountability Act (HIPAA) and those regulations promulgated under HIPAA, including the HIPAA Privacy Practices. It also describes your rights regarding how you may gain access to and control your PHI. We are required by law to maintain the privacy of PHI and to provide you with notice of our legal duties and privacy practices with respect to PHI. We are required to abide by the terms of this Notice of Privacy Practices.

We reserve the right to change the terms of our Notice of Privacy Practices at any time. Any new Notice of Privacy Practices will be effective for all PHI that we maintain at that time. We will provide you with a copy of the revised Notice of Privacy Practices by posting a copy on our website, sending a copy to you in the mail upon request, or providing one to you at your next appointment.

HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU

For Treatment: Your PHI may be used and disclosed by those who are involved in your care for the purpose of providing, coordinating, or managing your health care treatment and related services. This includes consultation with clinical supervisors or other treatment team members. We may disclose PHI to any other consultant only with your authorization.

For Payment: We may use and disclose PHI so that we can receive payment for the treatment services provided to you. This will only be done with your authorization. Examples of payment-related activities are: making a determination of eligibility or coverage for insurance benefits, processing claims with your insurance company, reviewing services provided to you to determine medical necessity, or undertaking utilization review activities. If it becomes necessary to use collection processes due to lack of payment for services, we will only disclose the minimum amount of PHI necessary for purposes of collection.

For Health Care Operations: We may use or disclose, as needed, your PHI in order to support our business activities including, but not limited to, quality assessment activities, employee review activities, licensing, and conducting or arranging for other business activities. For example, we may share your PHI with third parties that perform various business activities (e.g., billing or typing services) provided we have a written contract with the business that requires it to safeguard the privacy of your PHI.

For Training or Teaching Purposes: PHI will be disclosed only with your authorization.
Required by Law: Under the law, we must disclose your PHI to you upon your request. In addition, we must make disclosures to the Secretary of the Department of Health and Human Services for the purpose of investigating or determining our compliance with the requirements of the Privacy Rule. The following is a list of the categories of uses and disclosures permitted by HIPAA without an authorization. Applicable law and ethical standards permit us to disclose information about you without your authorization only in a limited number of situations. As an agency employing social workers licensed in this state and as a member of the National Association of Social Workers, it is our practice to adhere to more stringent privacy requirements for disclosures without an authorization. The following language addresses these categories to the extent consistent with the NASW Code of Ethics and HIPAA.

Child Abuse or Neglect: We may disclose your PHI to a state or local agency that is authorized by law to receive reports of child abuse or neglect.
Judicial and Administrative Proceedings: We may disclose your PHI pursuant to a subpoena (with your written consent), court order, administrative order, or similar process.

Deceased Clients: We may disclose PHI regarding deceased clients as mandated by state law, or to a family member or friend that was involved in your care or payment for care prior to death, based on your prior consent. A release of information regarding deceased clients may be limited to an executor or administrator of a deceased person's estate or the person identified as next-of-kin. PHI of persons that have been deceased for more than fifty (50) years is not protected under HIPAA.

Medical Emergencies: We may use or disclose your PHI in a medical emergency situation to medical personnel only in order to prevent serious harm. Our staff will try to provide you a copy of this notice as soon as reasonably practicable after the resolution of the emergency.

Family Involvement in Care: We may disclose information to close family members or friends directly involved in your treatment based on your consent or as necessary to prevent serious harm. If required, we may disclose PHI to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. Oversight agencies seeking this information include government agencies and organizations that provide financial assistance to the program (such as third-party payors based on your prior consent) and peer review organizations performing utilization and quality control. For a youth under the age of 18, we may communicate medication side effects, risk, pharmacy and appointment coordination, and/or coordination of care with the parent or guardian.

Law Enforcement: We may disclose PHI to a law enforcement official as required by law, in compliance with a subpoena (with your written consent), court order, administrative order, or similar document, for the purpose of identifying a suspect, material witness, or missing person, in connection with the victim of a crime, in connection with a deceased person, in connection with the reporting of a crime in an emergency, or in connection with a crime on the premises.

Specialized Government Functions: We may review requests from U.S. military command authorities if you have served as a member of the armed forces, authorized officials for national security and intelligence reasons, and to the Department of State for medical suitability determinations, and disclose your PHI based on your written consent, mandatory disclosure laws, and the need to prevent serious harm.

Public Health: If required, we may use or disclose your PHI for mandatory public health activities to a public health authority authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, or, if directed by a public health authority, to a government agency that is collaborating with that public health authority. This includes contract-tracing for emergency health orders.

Public Safety: We may disclose your PHI if necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. If information is disclosed to prevent or lessen a serious threat, it will be disclosed to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.

Verbal Permission: We may also use or disclose your information to family members that are directly involved in your treatment with your verbal permission.

With Authorization: Uses and disclosures not specifically permitted by applicable law will be made only with your written authorization, which may be revoked at any time, except to the extent that we have already made a use or disclosure based upon your authorization. The following uses and disclosures will be made only with your written authorization: (i) most uses and disclosures of psychotherapy notes which are separated from the rest of your medical record; (ii) most uses and disclosures of PHI for marketing purposes, including subsidized treatment communications; (iii) disclosures that constitute a sale of PHI; and (iv) other uses and disclosures not described in this Notice of Privacy Practices.

Service Locations

Phone: 505-312-0040 ● **Fax:** 505-213-0066

Location	Address	Hours
Albuquerque	2425 San Pedro Dr. NE Albuquerque, NM 87110	9:00-4:30 (by appointment)
Belen	838 W. Didier Ave. Belen, NM 87002	Monday-Thursday: 9:00-4:30 Friday: 9:00-12:00
Las Cruces	225 E. Idaho Ave., Suite 3 Las Cruces, NM 88005	9:00-4:30 (by appointment)

Services

Heart & Soul of New Mexico provides a broad spectrum of services. Prior to your initial appointment, we research your eligibility for our programs. The majority of Heart & Soul's services are offered in English and Spanish. Depending on your eligibility and insurance benefits, you may have access to all or some of the following services:

* Mental Health / Substance Abuse Assessment
* Individual Therapy
* Family/Couples Therapy
* Psychiatric Assessment
* Psychiatric Medication Management
* Comprehensive Community Support Services
* Intensive Outpatient Services (Substance Abuse)
* Group Counseling
    * Healthy Relationships (Communication/Health/Safety)
    * Parenting (Healthy Parenting; Generational Trauma)
    * Serenity Now (Mood Management; Anxiety/Anger/PTSD)
    * Understanding Addiction (Use & Abuse)
    * Maintaining Sobriety (Requires 3 months sobriety)
    * Moral Reconation Therapy
    * Groups ebb and flow depending on demand, there are always new ones being created- check website

Mental Health / Substance Abuse

Services are delivered based on the needs identified by the individual and family. Individual, group, and family counseling, and medication management are some of the methods available to assist clients in achieving their goals and living a more productive life.

Medication Management

Medications are often used to help people manage their mental health needs. The prescribing clinician will meet with the individual or guardian prescribed the medications on a scheduled basis and will review the effects of the medication treatment and help them manage side effects, medication, or dosage changes.

Comprehensive Community Support Services

The purpose of Comprehensive Community Support Services (CCSS) is to surround individuals/families with the services and resources necessary to promote recovery, rehabilitation, and resiliency. Community support activities address goals in the following areas: independent living, learning, working, socializing, and recreation. CCSS addresses behavioral health and case management needs by addressing behavioral health skills, supporting participants to make informed and independent choices, and identifying and coordinating services and supports to obtain and maintain stability in one's life.

Intensive Outpatient Services

The Intensive Outpatient Program (IOP) is a comprehensive group substance abuse treatment program delivered according to the Matrix Model—an evidence-based practice for substance abuse recovery. Standard IOP services include three groups and one individual counseling session each week, augmented by additional services like Community Support or medication management, as applicable to an individual's unique needs.

How to Prepare for Your First Visit

Engaging in behavioral health services can be a big step for a lot of people. To make the most of your first appointment, we recommend you send or bring us:

- Any copies of your medical records.
- Dates and results of pertinent screening procedures.
- A list of all medicines you take (both prescription and over-the-counter).
  If helpful, bring the medication bottles with you.
- Proof of insurance and identification.

If you are e-mailing records, please e-mail documents to: **admin@heartsoulnm.com**

Code of Conduct

For our safety and yours, adherence to the following code of conduct is required from every patient. A violation of the below can result in termination of the appointment and services:

1. Do not bring weapons of any sort to your appointment or to a Heart & Soul facility.

2. Do not use or sell prescription drugs, street drugs, or alcohol during your appointment (in-person or virtual).

3. Do not use demeaning, harassing, or stalking language directed at your provider.

4. Avoid any criminal, prohibited, or unsafe activities while in your appointment, including driving during your appointment.

5. Aggressive expressions, threatening language, or any insinuations or threats of violence will not be tolerated.

6. If you are having an in-person appointment, please let your provider know if you are sick.

Rights & Responsibilities

Patient Rights

Every person served by Heart & Soul possesses patient rights, which include but are not limited to:

1. Be treated with dignity and respect.

2. Be treated fairly, regardless of race, religion, gender, ethnicity, age, disability, or source of payment.

3. Have treatment and other information kept confidential. Only where permitted by law may records be released without the member's permission.

4. Easily access care in a timely fashion. We keep a ticker on our website with accurate wait times.

5. Know about treatment choices. We provide service recommendations at your evaluation/assessment.

6. Participate in developing your plan of care.

7. Review your treatment record and insert statements regarding your needs or about services you are receiving or may wish to receive.

8. Receive information about your providers. A full list of providers with bios can be found on our website.

9. Freely file a complaint. This can be done by emailing the Owner, Brandy Castillo, at: brandy@heartsoulnm.com

10. Request certain preferences in a provider, which will be honored when within reason and our capabilities to accommodate.

11. Have provider decisions about your care made on the basis of treatment needs.

12. Decline participation or withdraw from programs and services.

13. Know which staff members are responsible for managing your services and from whom to request a change in services. These requests can be made by emailing the Owner, Brandy Castillo, at: brandy@heartsoulnm.com

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Rights & Responsibilities

Patient Responsibilities

Along with a patient's rights come some responsibilities. These responsibilities include:

1. Treat those providing care with dignity and respect.

2. Give your provider accurate information that they need to deliver quality care.

3. Ask questions about the care you receive. This can help you better understand your care.

4. Follow the treatment plan. The plan of care is to be agreed upon by the member and provider.

5. If medications are an agreed treatment, then it is the patient's responsibility to follow the agreed upon medication plan.

6. Tell your provider about medication changes, including medications given to you by other providers or persons.

7. Keep your appointments. Patients should call their provider(s) as soon they know they need to cancel visits.

8. Let your provider know when the treatment plan is not working for you.

9. Let your provider know about problems with paying fees.

10. Report any suspicion of abuse, neglect, exploitation, or fraud.

11. Openly report concerns about the quality of care you receive.

12. Let the Heart & Soul team know if you decide to withdraw from our programs.

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Rights & Responsibilities

Tele-health Services

Tele-health is the practice of delivering clinical health care services via technology assisted media or other electronic means between a practitioner and a client who are in two different locations. The following are our client's rights, responsibilities, and acknowledgments when using tele-health services:

1. The right to withdraw consent at any time without affecting the right to future care, services, or program benefits to which you would otherwise be entitled.

2. There are risks, benefits, and consequences associated with tele-health, including, but not limited to, disruption of transmission by technology failures, interruption and/or breaches of confidentiality by unauthorized persons, and/or limited ability to respond to emergencies.

3. There will be no recording of any of the online sessions by either party. All information disclosed within sessions and written records pertaining to those sessions are confidential and may not be disclosed to anyone without written authorization, except where the disclosure is permitted and/or required by law.

4. The privacy laws that protect the confidentiality of a patient's protected health information (PHI) also apply to tele-health services unless an exception to confidentiality applies (i.e. mandatory reporting of child, elder, or vulnerable adult abuse; danger to self or others; or a person raises mental/emotional health as an issue in a legal proceeding).

5. If a patient is having suicidal or homicidal thoughts, actively experiencing psychotic symptoms, or experiencing a mental health crisis that cannot be resolved remotely, it may be determined that tele-health services are not appropriate and a higher level of care is required.

6. During a tele-health session, practitioner and patient could encounter technical difficulties resulting in service interruptions. If this occurs, you agree to end and restart the session. If we are unable to reconnect within ten minutes, then your Heart & Soul provider will call you at the primary number listed on your account. The patient is responsible for updating contact information with the office should it change.

7. Privacy is important. The patient agrees to select a space for online therapy sessions that is private and free of distractions. The patient agrees to make sure that no one else can hear the conversation between the patient and the provider. In turn, the provider will also ensure the session is private and free of distractions.

8. The patient agrees to ensure that there are no noises that could be distracting to the patient or the provider during session. This includes doorbells, noises from outside, TVs, radios, and other conversations. The patient agrees to make sure their full attention is on their provider. In turn, the provider will ensure the session is noise free and that their full attention is on the client.

9. Even though a patient may not be leaving their home, dressing appropriately during tele-health sessions is important. The patient agrees to wear clothes that are not see through, revealing, and will always present to session fully clothed. In turn, the provider will ensure that they are appropriately dressed.

10. In case of an emergency, a therapist may need to contact a patient's emergency contact and/or appropriate authorities.

11. Heart & Soul needs to know our patient's location in case of an emergency. The patient agrees to inform the provider of the address where they are at during the beginning of each session if that address is different from the patient's provided address at intake. All patient's will be asked at intake for an emergency contact. If a patient declines to list an emergency contact then 911 will be treated as the emergency contact.

Good Faith Estimate

Heart & Soul of NM, Inc. takes pride in offering discounted services for those paying out-of-pocket. We do not want payment to be a barrier for anyone needing care. Please see below for best up-to-date fee schedule for services:

Psychosocial Assessment & Medication/Psychiatric Evaluation: Essential for your first encounter with us. Self-pay: $125

Routine Prescriber Service - Medication Management: Ensure optimal medication efficacy and care with our routine checks. Self-pay: $75

Individual Therapy: A transformative journey of self-discovery and healing. Engage with our exceptional therapists to achieve your personal milestones. Self-pay: $85 (55 min); $65 (45 min); $40 (30 min)

Family or Couple's Therapy: Rebuild, rejuvenate, and reconnect. Opt for sessions that allow you to involve your partner or family members to address and resolve collective concerns. Self-pay: $85

Group Therapy: Dive deep into a community experience. Heart & Soul of NM's diverse group therapy sessions cover a range of topics, from anger management and substance abuse to healthy relationships and more. Self-pay: $15

Intensive Outpatient Program Bundled: Find your community in Heart & Soul's IOP, where you'll develop the resilience and skills to navigate your substance abuse recovery. We offer a discounted bundle service for our IOP treatment program for substances/alcohol. The minimum recommendation for weekly participation is 10 hours of treatment per week (9 hours of group, 1 hour of individual therapy). Our discount only applies to someone taking advantage of the bundle as an incentive to attend the minimum recommendation. Self-pay: $500/10 hour weekly bundle

Intensive Outpatient Program Unbundled: For patients who are seeking IOP services, but, due to life circumstances, cannot attend the recommended 10 hours per week, Heart & Soul offers an unbundled rate. Self-pay: $75/ hour for group treatment, $85/ hour for individual therapy

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No Show & Late Cancellation Policy

Heart & Soul maintains a zero-tolerance Cancellation and No-Show Policy and no-shows and late cancellations have associated fees.

We are here to provide you service and support. However, we cannot do that if you don't attend your appointments.

Heart & Soul requires 24-hour notice to cancel or reschedule an appointment.

If you cannot keep your scheduled appointment, always call to cancel as soon as possible. This will allow us to offer that appointment to another person seeking support.

Please always inform us of changes to your address or phone number.

Psychiatric Evaluations, Medication Management, and Prescriber Services

A no-show for a psychiatric evaluation will not be rescheduled, however, patients are invited to attend Open Access Hours.

Once engaged in prescriber services, we allow three (3) no-show or late cancellation appointments for medication management. We will be unable to refill prescriptions without you being seen when you have been scheduled for a follow-up appointment. Open Access is available for these services.

Therapy Services

A no-show for your initial assessment will not be rescheduled, however, patients are invited to attend Open Access Hours.

Once engaged in therapy services, if a relationship and good record has been established, then discharges due to violations of the cancellation and no-show policy will be at agency’s discretion.

Comprehensive Community Support Services (CCSS)

A no-show for the initial CCSS appointment will result in immediate discharge from the program and will not be rescheduled. We will supply you with alternative resources. We allow three (3) no-show or late cancellation appointments for CCSS services. After the third no-show or late cancellation, we will discharge immediately from the program.

No-show & Late Cancellation Fees

Rescheduling fees for a late cancellation (under 24-hours notice) are $25.

No-show fees are $50.

Holidays

Heart & Soul is closed on the following holidays:

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving and the Friday following (fourth Thursday and Friday in November)
- Christmas Eve and Christmas Day (December 24 and 25)
