



CBH Client Orientation Packet

Welcome to Clatsop Behavioral Healthcare. Our agency has provided services to the residents of Clatsop County since 1964. We provide short-term intensive psychotherapy to adults, children and families. Some of our clients with more persistent mental health issues receive longer term treatment via case management and medication services. Treatment services are limited to those that are determined to be “medically necessary” for the diagnosis and treatment of specific conditions.

Some of the services we provide include:

- Group Counseling
- Family Counseling
- Case Management
- Psychotherapy
- Psychiatric Evaluations (for medication management)
- Medication Management with Counseling
- Alcohol, Drug and Gambling Treatment
- Crisis Services
- Peer Run Support Groups
- Referral to other Community Partners

This document contains important information about our professional services and business policies. Please read it carefully and jot down any questions that you might have so that we can discuss them during our meeting.

Non Discrimination Policy

Clatsop Behavioral Healthcare will not deny access of services to any qualified person on the basis of race, color, gender, sexual orientation, creed, handicap, national origin, duration of residence, or age unless these issues are not within the clinicians’ training or scope of practice. Neither will anyone be denied participation in treatment or any other benefits on the basis of the above, or otherwise be subjected to discrimination under any program or activity or employment therein, whether carried out by Clatsop Behavioral Healthcare directly or through a subcontractor, or any other entity with whom Clatsop Behavioral Healthcare arranges to carry out its programs and activities.

Counseling Services

Counseling is not easily described in general statements. It varies depending on the training and personality of both the clinician and the client and the particular problems that the client brings. There are a number of different approaches that can be utilized to address the problems you hope to address. It is not like visiting a medical doctor, in that it requires a very active effort on your part. In order to be most successful, you will have to work both during our sessions and at home.

Counseling has both benefits and risks. Risks sometimes include experiencing uncomfortable levels of feelings like sadness, guilt, anxiety, anger and frustration, loneliness and helplessness. Psychotherapy often requires recalling unpleasant aspects of your history. Psychotherapy has also been shown to have benefits for people who undertake it. It often leads to a significant reduction of feelings of distress, better relationships and resolution of specific problems, but there are no guarantees about what will happen.

The end of the assessment will offer you some initial impressions of what our work will include and an initial treatment plan, if you decide to continue. You should evaluate this information along with your own assessment about whether you feel comfortable working with the clinician. Counseling involves a large commitment of time, money and energy. If you have questions about the procedures, we should discuss them whenever they arise.

Medication Treatment Services

Medication treatment is one of the options offered by Psychiatrists (medical doctors) and PMHNP's (psychiatric mental health nurse practitioners).

Your LMP will encourage you to ask questions about the medications prescribed and possible side effects that may occur. Your LMP will attempt to give the most up to date information about the medications, alternative treatments, risks or side effects. In the allotted time it is impossible to cover every single side effect you may encounter. Full prescribing information is available at your request for any medication. If you have any specific concerns or have had any previous bad reactions (especially allergies) to a medication, tell your LMP.

All other medical conditions that you have may also impact your treatment. Please provide your treating practitioner with a list of all medications you take. If you are not sure, look them up and report back with notes on doses and frequency. Medication interactions are a significant cause of unwanted side effects and may be avoided if your LMP is informed of changes you have made. Even if the changes are with "over the counter" or "natural" agents, they may have significant interaction risks. This especially includes "St. John's Wort", "5-HT", "Melatonin" or other vitamin supplements.

Primary Care Doctors are an important link in continuity of care. Medical treatment records are very important to providing an accurate assessment. If you are seeing a primary care provider or other providers, please inform the staff. They will ask you to sign a Release of Information form so it can be sent for records.

Medication Refill Policy

Prescriptions and prescription refills need to be written during your scheduled appointment. If you need medications refilled prior to your next scheduled appointment, contact your pharmacy to fax the prescription refill request to this office. Some medications cannot be refilled by phone or fax. These are called “controlled” or “scheduled” medications. They require written and hand signed prescriptions each month. Please allow 48 hours for completion of written prescriptions.

For all other prescription refills, call the pharmacy and ask them to fax over the refill request. Allow 3 to 5 days for completion. We cannot guarantee same day or 24 hour service.

Your provider may decline refill requests if clients fail to keep scheduled appointments or have not been seen for evaluation within the past six months.

Declaration of Mental Health Treatment

As an adult, you have the right to complete a Declaration of Mental Health Treatment form. This form allows you to make decisions ahead of time about treatment in case of mental health emergency during which you are unable to make treatment decisions for yourself. Your clinician can provide you with a copy of the Declaration of Mental Health Treatment, written guidelines and a contact person who can provide information and assist you in filling out the form. If you have any questions about this, please ask your clinician.

Appointments

All services are provided by appointment. Following your initial interview, additional appointments are to be scheduled by office personnel.

On arrival to your appointment, check in at the front desk and make payment due for service(s). Providers may elect to reschedule your appointment if co-payment, co-insurance, deductible, and/or no show fees are not paid and current.

A 24-hour advance notice MUST be given for cancelled appointments. To make, change or cancel an appointment, you must speak directly to a Receptionist or Provider. In case of illness, you must call as soon as you know you cannot come. Reasonable advance notice in appointment changes is still expected. If you leave a message on the agency general mailbox after hours, that message will not be received until the next working day.

We offer the option of a reminder call. These are not automatic. Due to confidentiality and staffing issues we are not always able to reach you. Missing or not receiving a reminder call does not remove your obligation for your appointment time.

Weather extremes are an occasional factor with appointments in the winter. If you are in doubt, call the office at 503-325-5722 or listen to KAST radio at 1370 AM. Providers will update their message on their individual voice mail as long as the phones are working or check our website www.clatsopbh.org for closures.

Treatment Attendance Policy & Procedure

Policy: CBH recognizes that in order to receive the most effective services available, it is essential that you attend sessions and groups as agreed on in your treatment plan. Our attendance policy is that two or more consecutive no-shows or unexcused absences may result in termination of treatment.

Clatsop Behavioral Healthcare LMPs are required by law to monitor your response to medications at least every 3 months and more frequently if you require changes in your medications. Late cancellations and no shows are indications that you are not committed to your treatment plan and can lead to terminations with your LMP.

If you are seeing a CBH clinician and fail to attend scheduled appointments, this is an indication that you are not committed to your agreed upon treatment plan and may lead to termination with your LMP. If you have any questions about this policy, please speak to the Clinical Supervisor of Adult and Crisis Services before signing below.

Definitions:

1. A **no-show** is an unexcused absence from a scheduled individual counseling session, medication management appointment, group session and urinalysis testing.
2. A **late cancellation** means cancelling an appointment less than 24 hours ahead of time (except for legitimate emergencies).
3. **Failure to attend an agreed upon appointment means** – Late cancellations and no shows.

Procedures: Absences from treatment, for whatever reason, are taken seriously and must always be discussed at your next treatment session. If need be, an absence will be discussed with your referral source, which may lead to unfavorable results.

For medications the first failure to attend agreed upon appointment you will receive a one month refill and you must schedule another appointment. If no appointment is scheduled, then the next request for medications will be refused until an appointment is scheduled. The second failed appointment in a row your medications will be tapered as needed and you will be terminated from seeing a LMP at CBH. Frequent failures to attend appointments may result in termination from seeing a LMP at CBH.

Termination: If your services are terminated for missed appointments, you may reapply at any time. Your application for service will be treated as a new application and your appointment history will be addressed as part of the intake assessment process.

If it becomes necessary to miss a scheduled appointment, call as soon as possible to cancel.

Billing and Payments

You will be expected to pay for each session at the time it is held, unless we agree otherwise or you have insurance coverage that requires another arrangement. The standard rates will be discussed with you by the receptionist who will ask you to sign a Fee Agreement. We accept personal checks, money order, cash, VISA and MasterCard.

We can only provide discounted rates to clients who provide us with proof of household income and qualify for a rate reduction. Proof of household income requires at least three consecutive pay stubs, all annual w-2s or 1099 documents from the prior tax year, or last year's income tax return. Financial

documentation and/or award letters from other state or government agencies, including wage verification forms, unemployment benefit award letters, food stamp award letters, TANF award letters, or other documents indicating financial need, may be used as documentation or as supplemental proof of income, depending on the amount of detail provided by the document. In some cases, it may be necessary for you to provide more than one piece of documentation as proof of income, particularly if your financial situation is complex; i.e. self-employment, multiple, part time, or seasonal jobs, public assistance, etc. If you qualify for reduced fees, you will be notified immediately upon processing of your documentation.

If you did not bring in proof of household income and you believe that you are eligible for a discounted rate you may receive a retroactive discount if you submit proof of income within 30 days. If proof is submitted after 30 days you will receive a discounted rate effective the date your proof of income was turned in.

Clients will receive statements once a month showing activity for the month. The estimated client balance due listed on the client statement is payable upon receipt of the monthly statement.

Non-compliance of payment policy may result in the suspension of services. We do not charge interest rates or late fees for services provided. If you are having financial hardships and are unable to stay in compliance with a current payment plan, please discuss this as soon as possible with your clinician so that other options can be explored.

The office does not accept responsibility for collecting your insurance claim or for negotiating a settlement on a disputed claim. You are responsible for payment of your account, including any unpaid insurance claims. If payment arrangements must be made, please contact the Insurance Coordinator.

Accounts carried 90 days without payment may be turned over to a collection agency. In that event the contingency fee assessed by the collection agency will be added to the principal and service charges due. You will be additionally liable for attorney fees. Both collection agency fees and attorney fees will increase the balance you owe. If your account is turned over to a collection agency, it may affect your credit rating. In most cases, the only information that is released to a collection agency about a client's treatment would be the client's name, the nature of the services provided and the amount due.

Insurance Reimbursement

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources are available to pay for your treatment. If you have a health benefits policy, it will usually provide some coverage for mental health treatment.

Our office will verify your insurance benefits as a courtesy to you. Verification of benefits quoted to our office is NOT a guarantee of payment. In addition, we will provide you with whatever assistance we can in facilitating your receiving the benefits to which you are entitled.

It remains the client's responsibility to be aware of their entitled benefits and stay in compliance with the insurance carriers rules. Please bring in your insurance cards as soon as possible or you could be billed our standard rates. It remains your responsibility to make whatever co-payment your insurance requires at the time of check-in. All insurance companies and third party payers are billed at our standard rate. In the event that your insurance does not cover all the cost, your signed fee agreement

rate will be used to determine your cost. If your insurance does not pay within 45 days of the billing date we will forward the bill to you at your signed fee agreement rate.

The escalation of the cost of health care has resulted in an increasing level of complexity about insurance benefits that sometimes makes it difficult to determine exactly how much mental health coverage is available. “Managed Health Care Plans” such as HMOs and PPOs often require advance authorization before they will provide reimbursement for mental health services. These plans are often oriented towards short-term treatment, the approach designed to resolve specific problems that are interfering with one’s usual level of functioning. It may be necessary to seek additional approval after a certain number of sessions.

You should also be aware that insurance agreements require you to authorize us to provide a clinical diagnosis and, depending on the insurance carrier, many require additional clinical information such as a treatment plan or summary, or in rare cases, a copy of the entire records. This information will become part of the insurance company files and, in all probability, some of it will be computerized. All insurance companies claim to keep such information confidential, but once it is in their hands, we have no control over what they do with it. In some cases they may share the information with a national medical information data bank. If you request it, we will provide you with a copy of any report that we submit. Once we have all of the information about your insurance coverage we will discuss what we can expect to accomplish with the benefits that are available and what will happen if the insurance benefits run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for our services yourself and avoid the complexities that are described above.

Contacting the Clinician and Emergencies

We are often not immediately available by telephone. While we are usually in our offices between normal business hours, we are not able to answer the phone when we are with a client. Our telephones are answered by a receptionist who will put you through to our personal confidential voicemail. If you are difficult to reach, please leave some times when you will be available.

In case of an after-hour emergency or if you are having a crisis you can call 503-325-5724. This line is answered 24 hours a day and will give you access to the crisis clinician on duty. If for some reason these services do not appear to be adequate, go the emergency room at the nearest hospital.

Records

As you are probably aware, we are required to keep appropriate records of our work together. You are entitled to receive a copy of the record unless we believe that seeing it would be emotionally damaging, in which case we will be happy to forward the record to an appropriate mental health professional of your choice. In general, because professional records can be subject to misinterpretation, we recommend that if you are to request your record we review it together so that we can discuss any questions that may arise. You should be aware that this will be treated in the same manner as any other professional (clinical) service and you will be billed accordingly.

If your child is in treatment, both parents have rights to see and receive copies of records in your child’s chart. Also, both parents can talk to any staff person who has met with your child. This is true even if you are not married to the child’s other parent except when limited by a court.

Minors

If you are under 18 years of age, please be aware that the law may provide your parents with the right to examine your treatment records. It is our policy to request an agreement from parents that they will not ask what you are specifically saying in counseling. If they agree, we will provide them only with general information on how your treatment is proceeding unless we feel that there is a high risk that you will seriously harm yourself or another, in which case we will notify them of our concern. We will also be available to answer general questions or provide family sessions.

Parents of minor clients hold the legal right of privilege or confidentiality. A non-custodial parent who wants to learn about their child's treatment may have the right to review the child's record and to discuss their child's care with your clinician. However, it is our experience that counseling can be greatly hindered if teens feel the clinician is simply a conduit to their parents and many are reluctant to discuss personal issues without privacy. Therefore, the office has the following policy:

Parents are given general information about therapeutic progress. Regular consults are encouraged (every 2-3 sessions) unless contraindicated. Teens are informed of phone calls or contact between sessions. When parents are consulted, minors are given the option to remain or leave the room. For difficult issues, family sessions are encouraged with the clinician assisting the minor and the parents in working towards a resolution.

The clinician will notify parents if the minor is in danger of hurting him/herself, someone else, or is a victim/perpetrator of child abuse. Parents are encouraged to discuss any concerns with the clinician in front of the child if appropriate to age and developmental level.

Please note that in the situation of custody disputes, it is not appropriate for a treating clinician to make comment or recommendations on custody issues.

All children under age 14 need to have consent from their parents or guardian for us to provide services. For youth 14 and over accompanied by a parent, we obtain consent from both the youth and the parents (or guardians). Youth aged 14 and over may legally request and consent to services without their parents. For youth 14 or older seeking services, with a parent/guardian, we will involve the parent/guardian unless there is a clear reason not to, the youth has been abused by the parent, or the parents are not willing to be involved.

Privacy, Confidentiality and Exceptions

All of the information you give us will be held in strict confidence. Information cannot be released without your written permission as outlined on this form and in our Notice of Privacy Practices. These rules are laid out in Oregon Statutes and in Federal Law. The Office of Mental Health and Addiction Services, which is part of Oregon Department of Human Services, are committed to protecting and preserving your right to privacy.

Some legal limits on confidentiality exist. You should know that:

1. When a fee is assessed for services provided to you, information may be released to government agencies and/or insurance companies in order to obtain payment. We may also exchange information with others, such as mutually agreed pharmacies for your prescriptions and mutually agreed laboratories for certain tests. It is recommended to have releases for these.

2. If there is definite, clear and convincing evidence that you are in immediate danger to yourself or others, the staff of Clatsop Behavioral Healthcare and/or the Office of Mental Health and Addiction Services may have to reveal information to the proper authorities.
3. If you are involved in a medical emergency, information needed to meet the emergency may be disclosed without your prior consent.
4. Incidents of abuse, falling under Oregon Statutes and Administrative Rules, must be reported by employees of Clatsop Behavioral Healthcare.
5. Information may be transferred among providers of the Office of Mental Health and Addiction Services and Clatsop Behavioral Healthcare when the transfer is necessary or beneficial to treatment.
6. A court of law may subpoena information and a judge may order release of information in a legal proceeding.
7. At the discretion of the Director of the Addictions and Mental Health Division, disclosure is possible to persons conducting scientific research, program evaluation, peer reviews and fiscal audits. These persons, in turn, must maintain confidentiality.

Even with these exceptions, in actual practice the times we have to disclose information without your full knowledge and permission are rare.

We may occasionally find it helpful to consult about a case with other professionals. If you are seeing more than one clinician at Clatsop Behavioral Healthcare, those clinicians will attempt to coordinate your care through case review without requesting your written permission. Please understand that this will be standard of care.

If we need to consult with a professional outside of Clatsop Behavioral Healthcare, we will request your permission. Clatsop Behavioral Healthcare reviews cases for quality assurance. A utilization review/quality assurance group set up by your insurance company or members of this practice may review your case.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have at our next meeting. As you might suspect, the laws governing these issues are quite complex and we are not attorneys. While we are happy to discuss these issues with you, should you need specific advice, formal legal consultation may be desirable. If you request, we will provide you with relevant portions or summaries of the applicable state laws governing these issues.

Oregon Administration Rules regarding Individual Rights

(1) In addition to all applicable statutory and constitutional rights, every individual receiving services has the right to:

(a) Choose from services and supports that are consistent with the assessment and service plan, culturally competent, provided in the most integrated setting in the community and under conditions that are least restrictive to the individual's liberty, that are least intrusive to the individual, and that provide for the greatest degree of independence;

(b) Be treated with dignity and respect;

- (c) Participate in the development of a written service plan, receive services consistent with that plan and participate in periodic review and reassessment of service and support needs, assist in the development of the plan, and receive a copy of the written service plan;
- (d) Have all services explained, including expected outcomes and possible risks;
- (e) Confidentiality and the right to consent to disclosure in accordance with ORS 107.154, 179.505, 179.507, 192.515, 192.507, 42 CFR Part 2 and 45 CFR Part 205.50;
- (f) Give informed consent in writing prior to the start of services, except in a medical emergency or as otherwise permitted by law. Minor children may give informed consent to services in the following circumstances:
 - (A) Under age 18 and lawfully married;
 - (B) Age 16 or older and legally emancipated by the court; or
 - (C) Age 14 or older for outpatient services only. For purposes of informed consent, outpatient service does not include service provided in residential programs or in day or partial hospitalization programs.
- (g) Inspect their service record in accordance with ORS 179.505;
- (h) Refuse participation in experimentation;
- (i) Receive medication specific to the individual's diagnosed clinical needs, including medications used to treat opioid dependence;
- (j) Receive prior notice of transfer, unless the circumstances necessitating transfer pose a threat to health and safety;
- (k) Be free from abuse or neglect and to report any incident of abuse or neglect without being subject to retaliation;
- (L) Have religious freedom;
- (m) Be free from seclusion and restraint;
- (n) Be informed at the start of services and periodically thereafter of the rights guaranteed by this rule;
- (o) Be informed of the policies and procedures, service agreements and fees applicable to the services provided, and to have a custodial parent, guardian, or representative assist with understanding any information presented;
- (p) Have family and guardian involvement in service planning and delivery;
- (q) Have an opportunity to make a declaration for mental health treatment, when legally an adult;
- (r) File grievances, including appealing decisions resulting from the grievance;

- (s) Exercise all rights set forth in ORS 109.610 through 109.697 if the individual is a child, as defined by these rules;
 - (t) Exercise all rights set forth in ORS 426.385 if the individual is committed to the Authority; and
 - (u) Exercise all rights described in this rule without any form of reprisal or punishment.
- (2) The provider shall give to the individual and, if appropriate, the guardian a document that describes the applicable individual's rights as follows:
- (a) Information given to the individual shall be in written form or, upon request, in an alternative format or language appropriate to the individual's need;
 - (b) The rights and how to exercise them shall be explained to the individual, and if applicable the guardian; and
 - (c) Individual rights shall be posted in writing in a common area.

Statutory/Other Authority: ORS 161.390, 413.042, 430.256, 426.495, 430.640 & 443.450

Statutes/Other Implemented: ORS 109.675, 161.390 - 161.400, 179.505, 413.520 - 413.522, 426.380-426.395, 426.490 - 426.500, 428.205 - 428.270, 430.010, 430.205 - 430.210, 430.254 - 430.640, 430.850 - 430.955, 443.400 - 443.460 & 743A.168

Grievances

Any individual or parent or guardian receiving services may file a grievance with the provider, the individual's coordinated care plan, or the Division. We want to discuss and resolve any problems as soon as they come up. You can talk to your clinician's supervisor at any time. Our agency has a written grievance procedure designed to resolve problems that are not resolved informally. You may share your concerns about our services or request a copy of the complaint and grievance procedure by calling 503-325-5722. You will be contacted promptly about your concerns by our Clinical Director. We will complete an investigation of any grievance within 30 calendar days.

In circumstances where the matter of the grievance is likely to cause harm to the individual before the grievance procedures are completed, the individual or guardian of the individual may request an expedited review. The program administrator shall review and respond in writing to the grievance within 48 hours of receipt of the grievance. The written response shall include information about the appeal process.

A grievant, witness, or staff member of a provider may not be subject to retaliation by a provider for making a report or being interviewed about a grievance or being a witness. Retaliation may include but is not limited to dismissal or harassment, reduction in services, wages, or benefits, or basing service or a performance review on the action. The grievant is immune from any civil or criminal liability with respect to the making or content of a grievance made in good faith.

Individuals and their legal guardians may appeal entry, transfer, and grievance decisions as follows:

If the individual or guardian is not satisfied with the decision, the individual or guardian may file an appeal in writing within ten working days of the date of the program administrator's response to the grievance or notification of denial for services. The appeal shall be submitted to the Division. If requested, program staff shall be available to assist the individual. The Division shall provide a written response within ten working days of the receipt of the appeal and if the individual or guardian is not satisfied with the appeal decision, they may file a second appeal in writing within ten working days of the date of the written response to the Division Director.

Contact Information for Complaints and Grievances

- Clatsop Behavioral Healthcare Clinical Director (503) 325-5722
- Health System Division of the Oregon Health Authority (503) 945-5763
- Disability Rights Oregon 1 (800) 452-1694
- Columbia Pacific Coordinated Care Organization (CPCCO) Members - contact Greater Oregon Behavioral Health, Inc. (GOBHI) at 1 (800) 493-0040.
- Department of Human Services - contact the Governor's Advocacy Office at: (503) 945-5941

There are also additional resources available for certain situations.

- **Abuse or Neglect** - contact the Office of Adult Abuse Prevention and Investigation at: (503) 945-9702 or the CBH Abuse Investigator at 503-325-0241, ext. 109
- **Other Oregon Health Plan Members – contact** the Division of Medical Assistance Programs Client Services at: 1 (800) 273-0557
- **Civil Rights (504 Plans, Medical Issues, etc.)** - contact the Office of Equity and Inclusion, Civil Rights Coordinator at: (971) 673-2000

Clatsop Behavioral Healthcare adheres to the following Oregon Administrative Rule regarding grievances and appeals.

309-019-0215- Grievances and Appeals

(1) Any individual or parent or guardian receiving services may file a grievance with the provider, the individual's coordinated care plan, or the Division.

(2) The provider's grievance process shall:

(a) Notify each individual or guardian of the grievance procedures by reviewing a written copy of the policy upon entry;

(b) Assist individuals and parents or guardians to understand and complete the grievance process and notify them of the results and basis for the decision;

- (c) Encourage and facilitate resolution of the grievance at the lowest possible level;
 - (d) Complete an investigation of any grievance within 30 calendar days;
 - (e) Implement a procedure for accepting, processing, and responding to grievances including specific timelines for each;
 - (f) Designate a program staff individual to receive and process the grievance;
 - (g) Document any action taken on a substantiated grievance within a timely manner; and
 - (h) Document receipt, investigation, and action taken in response to the grievance.
- (4) The provider shall post a Grievance Process Notice in a common area stating the telephone numbers of:
- (a) The Division;
 - (b) Disability Rights Oregon;
 - (c) Any applicable coordinated care organization; and
 - (d) The Governor's Advocacy Office.
- (5) In circumstances where the matter of the grievance is likely to cause harm to the individual before the grievance procedures are completed, the individual or guardian of the individual may request an expedited review. The program administrator shall review and respond in writing to the grievance within 48 hours of receipt of the grievance. The written response shall include information about the appeal process.
- (6) A grievant, witness, or staff member of a provider may not be subject to retaliation by a provider for making a report or being interviewed about a grievance or being a witness. Retaliation may include but is not limited to dismissal or harassment, reduction in services, wages, or benefits, or basing service or a performance review on the action.
- (7) The grievant is immune from any civil or criminal liability with respect to the making or content of a grievance made in good faith.
- (8) Individuals and their legal guardians may appeal entry, transfer, and grievance decisions as follows:
- (a) If the individual or guardian is not satisfied with the decision, the individual or guardian may file an appeal in writing within ten working days of the date of the program administrator's response to the grievance or notification of denial for services. The appeal shall be submitted to the Division;
 - (b) If requested, program staff shall be available to assist the individual;
 - (c) The Division shall provide a written response within ten working days of the receipt of the appeal; and
 - (d) If the individual or guardian is not satisfied with the appeal decision, they may file a second appeal in writing within ten working days of the date of the written response to the Division Director.