

Informed Consent for Treatment

Your treatment is a cooperative, joint venture between you and your treatment team, and your input regarding your goals and progress is an integral part of your psychiatric outpatient treatment experience. The following is a summary of Phoenix Rising's expectations and goals for your treatment. Please read this handout carefully. If you have any questions or concerns about the information in this handout, or questions about your progress towards your treatment goals, be certain to ask your treatment provider.

Besides the fact that clear policies and procedures are the foundation for good client care, the federal government requires that you are supplied with a specific document outlining important information about this professional practice and business policies. Your signature represents an agreement between you and Phoenix Rising, BHR, Inc.

Please Note the Following:

Phoenix Rising BHR, Inc. uses secure electronic mail and fax technology to communicate clinically and administratively. This is done in full compliance with all federal guidelines and requirements, including HIPAA guidelines for protected health information. If you request an email be sent to you, please be aware that an unencrypted email has some risk of a third party may read the information. Also, be aware that text messages are unencrypted, and that this is not a protected form of communication with your provider. If you choose, to send and/or receive text messages, you are aware that there are some risks of a third party reading this information.

There are exceptions to your rights to privacy and confidentiality. In mental health practice, these mostly involve issues of risk or harm to self or others, or when there is knowledge of risk of abuse or neglect.

By signing this Informed Consent for Treatment, you are given permission for Phoenix Rising to bill your insurance, including diagnosis protected under 42CFR, part 2.

Services not covered by your third party payer are your responsibility. These may include non-clinical services such as report writing, requests for information from attorneys or third parties not involved in your clinical care.

There may be a charge for "broken appointments", time reserved for a meeting but not canceled within 24 hours.

You are not permitted to video or audiotape any sessions with the clinician and/or prescriber or other Phoenix Rising staff.

On April 14, 2003, federal guidelines to ensure the privacy of medical information went into effect (in accordance with the Health Insurance Portability and Accountability Act, HIPAA). Phoenix Rising is fully compliant with these regulations; the information in this handout and the forms you complete at the time of your first visit are all part of the compliance to HIPAA.

Services Offered:

Phoenix Rising is a non-profit community mental health agency providing outpatient mental health services to children, adolescents and adults and use procedures and treatments customarily employed in a psychiatric outpatient facility. These procedures may include various forms of psychological interventions, psychiatric treatment, and/or psychiatric

medications. When symptoms merit, a chemical dependency assessment may be performed. Treatment offered for chemical abuse disorders will be recommended based on this assessment.

Evaluation, Goals, and Length of Treatment:

An assessment is completed at the initial appointment that may last from one to three sessions. This diagnostic assessment is completed for everyone presenting for treatment at Phoenix Rising. Once this comprehensive assessment is completed, you will either be accepted for treatment, with recommendations for treatment discussed, or referred to a more appropriate treatment situation. The focus and/or goals of treatment are established by mutual collaboration and through exploration of the issues most pressing to you, or in the case of family/children, to the family. You are encouraged to alter or re-define your goals as therapy progresses, and to indicate when you feel your goals have been reached.

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the particular problems brought out in treatment. There are many different methods used to deal with the problems you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for active effort on your part. In order for therapy to be most successful, you will have to work on things that are talked about during sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationship, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees of what you will experience.

If appropriate, your therapist may refer you for psychopharmacological evaluation (the use of medication) as an integral part of your treatment. You have the right to refuse to take specific medications, or to participate in specific treatment procedures. In the event that you choose to reject a specific treatment recommendation, the possible consequences of this refusal and the risks of alternative treatments or no treatment will be explained by treatment staff. The prescriber may request a drug test or DNA test be completed to assist in your treatment. Rejection of specific treatment recommendations may call into questions the appropriateness of continuing to receive services from this agency, and may result in my being discharged from treatment and possibly referred elsewhere.

Treatment is normally terminated by agreement between you, the client, and treatment provider. When someone chooses not to schedule another appointment, or does not reschedule a cancelled appointment within 60 days, treatment may be ended and the case may be closed. If there are two consecutive missed appointments, your case may be closed. A list of alternative treatment providers may be provided at your request. You always have the right to return for services at Phoenix Rising.

Appointments, Fees, and Cancellations:

Initial assessment meetings are usually 60 minutes in length with 30 minutes prior to the session for paperwork completion, with follow up sessions tailored to meet your needs. Individual, family and couples therapy sessions are usually about 50 minutes long. Group therapy sessions are typically 60 to 90 minutes in length. An initial psychiatric evaluation is usually 40 to 60 minutes in length. Having this initial evaluation does not guarantee that medication will be

Phoenix Rising BHR, Inc.

prescribed. The psychiatrist/ nurse practitioner may request additional lab work or information, if he/she feels medication is indicated as a therapeutic milieu. Subsequent psychiatric appointments for medication management are usually 15 to 30 minutes in length. If you miss a medication management appointment, medication will not be called in for you. You will be scheduled to see a nurse for an assessment, and the psychiatric staff will determine if medication will be given at that time or you will be scheduled for a medication clinic. If the psychiatric staff are unable to see you due to inclement weather, illness, emergency situation, allowable medication may be called in to your pharmacist until your next scheduled appointment. If you miss more than two scheduled appointments with psychiatric staff in a row, the medication may not be made available to you until you keep an appointment with the psychiatric staff (this is referring to a psychiatrist or nurse practitioner) or you may be contacted regarding closing services with Phoenix Rising with other treatment providers options being provided to you. The psychiatric staff may feel that participation in psychotherapy is imperative to your well-being, and may feel that continuing on medication only is not the best practice for you. As such, they may insist that psychotherapy be pursued and followed through with in order for medication to be prescribed.

Any copayments as designated by your insurance coverage are expected at the time of your appointments. Even if you expect that a service is covered by an insurance company or other third-party payer, you may end up being responsible for payment of the fee. You are responsible for meeting your deductible. Failure to make reasonable payment on a timely basis may result in termination of services. A \$10.00 processing fee may be added to your bill, if your co pay is not provided at the time of service. Appointments represent time reserved for your personal use. Except for illness, personal emergency, professional emergency or inclement weather, the Phoenix Rising staff are committed to being punctually available at the designated time. The same level of responsibility is expected of you. If you need to cancel an appointment for any reason except sudden illness, weather, or a legitimate emergency, you are expected to give *at least* 24 hours' notice of your cancellation.

IF SUFFICIENT NOTICE OF CANCELLATION IS NOT GIVEN,
YOU MAY BE RESPONSIBLE FOR EITHER ALL OR A PORTION OF THE FEE FOR THE TIME RESERVED.

Appointments missed without proper notice of cancellation are called "no show" appointments. The charge for an appointment that is missed and not cancelled, or for a cancellation with less than 24 hour notice, may be at least \$30 or up to the full fee for the visit. These charges are *not* billable to your insurance, and Phoenix Rising expects this charge to be paid by the time of your next scheduled appointment.

"Reminder calls" may be made one or two days prior to your scheduled appointment. Please be aware that these are a courtesy and may not always be made. It remains your responsibility to know when you have an appointment, and to keep or cancel the appointment with 24 hour notice to avoid being charged a fee for a broken appointment.

Insurance Reimbursement:

If you have a health insurance policy, Phoenix Rising will provide you with assistance in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are ultimately responsible for full payment of the cost of your evaluation(s) and treatment. It is very important that you find out exactly what mental health services your insurance covers. If payment is not received for your insurance company within a six month time frame, you may

Phoenix Rising BHR, Inc.

be responsible for payment of the full amount of service. The finance department will do everything to assist you in obtaining the benefits you are entitled, but please remember, you are ultimately responsible for your care.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Phoenix Rising will provide you with whatever information we can based on our experience, and will be happy to help you in understanding the information you receive from your insurance company.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions.

While a lot can be accomplished in short-term therapy some patients feel that they need more services after insurance benefits end. If you have been referred here for services by an employee assistance program, please be aware that some of these organizations will not allow Phoenix Rising to provide services to you when your employee assistance benefits end. If this is the case, the staff at Phoenix Rising will do their best to find other provider who will help you continue your treatment. In other cases with employee assistance programs, once the number of sessions has been used, and you want to continue services, your private insurance may be used. In this case you are aware of any copayments, or other costs not paid by the insurance provider.

You should also be aware that most insurance companies require Phoenix Rising to provide them with a clinical diagnosis. Sometimes additional clinical information such as treatment plans or summaries, or in rare cases, copies of the entire record. The information will become part of the insurance company file and this information is required for payment.

If your third- party payer (health insurance) does not fund you adequately for the treatment you may need, you may choose to pay cash for additional treatment. A discount is available for individuals who are self-pay that is worked out through the finance department of Phoenix Rising. Payment for these services is due at the time of the session.

The laws and standards of mental health practice require that Phoenix Rising keep evaluation and treatment records. You are entitled to a copy of these records unless the service providers believe that seeing these records would be emotionally damaging to you; in this case you will be supplied with a written evaluation and treatment summary. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. It is recommended that if you choose to look at these records, that this be done in the presence of a Phoenix Rising clinical staff so that the contents and their meaning can be discussed. Clients will be charged an appropriate fee (based on guidelines set by the State of Ohio) for any time spent in preparing information requests. You can ask Phoenix Rising to correct health information about you that you think is incorrect or incomplete in your medical record. Ask us how to do this. Phoenix Rising may say "no" to this request but we will tell you why in writing within 60 days.

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your

Phoenix Rising BHR, Inc.

evaluation and treatment records. As part of your assessment, this matter will be discussed with you and your parents. Before giving them any information, Phoenix Rising clinical treatment staff will likely first discuss the matter with you.

Telephone Contact

Phoenix Rising staff are available through telephone contact. The voice-mail system is made available to leave messages for your treatment providers. Voice messages should be returned within 48 hours (excluding holidays and weekends). Psychiatrist and Nurse Practitioners are not available by phone. Messages can be left with the nurse. If there is a medical emergency, treatment should be sought at the emergency room with follow up call to the Phoenix Rising treatment providers to let them know of your concerns and the information can be given to the prescribing staff for recommendations.

Physical Health

It is frequently useful to have a complete physical examination to rule out the possibility that illness is contributing to or even causing a particular symptom. If you are referred for psychopharmacological (medication) assessment, a physical examination may be required, and laboratory studies are generally necessary.

Your medical care will be coordinated with your primary care provider and any other medical professionals you request. Everyone is asked to give written consent for communication with their primary care provider. In most instances, if you decline to allow contact between Phoenix Rising and your primary care provider, optimal care cannot be assured and your treatment may need to end. Based on health history you provide, a recommendation to follow up with a primary care provider may be recommended. Further an updated list of all medication that you are taking should be provided at the time of the diagnostic assessment, and at any time that medication is changed. If you have concerns about contact with other medical providers, please feel free to address your concerns directly with your treatment provider.

Confidentiality and Limits on Confidentiality:

Information contained within the records of treatment at Phoenix Rising, including any information regarding use of alcohol or other mood altering chemicals, is protected by state and federal laws. A signed and witnessed Release of Information is necessary for information from Phoenix Rising records to be released. Such a release of information must include: the exact information to be released; the individuals it is to be released to; and the reason why the information is to be released. State laws provides for the release of information and for the release of records without consent under certain circumstances: (1) in the event of an immediate life-threatening medical emergency; (2) in the event of threats being made to harm self or others; (3) if abuse of children or other protected groups is suspected; (4) upon receipt of a court order; (5) for audits and treatment reviews conducted by qualified representatives of insurance companies, managed care entities, licensing and accrediting bodies, and agency personnel. Additionally, information may be shared for public health and safety issues for instance: in preventing disease; helping with product recalls; reporting adverse reactions to medications; for use of health research. We can share health information with a coroner, medical examiner, or funeral director when an individual dies. We can use or share information about you for: workman's compensation claim; law enforcement purposes or with a law enforcement official; with health oversight agencies for activities authorized by law, and for special government functions such as military, national security and presidential protective services. Following accepted procedures, all treatment reviews and audits will be performed by qualified professionals who will not be permitted to take any information which can be used to identify a particular record outside the agency. Additionally consultation between staff of Phoenix Rising regarding client care may occur in

Phoenix Rising BHR, Inc.

individual supervision, and in consultation meetings. Unless it is felt to be important to your treatment, clinical consultation about you within the group will not likely be reported to you.

In order to provide continuity of care, Phoenix Rising participated in unified services aggregating with the Crisis Intervention Center of Stark County, Heartland Behavioral Healthcare, agencies that are funded in part by the StarkMHAR, and insurance agencies needed to provide the outmost care for clients of Phoenix Rising. These agreements authorize the agencies to exchange information, when necessary, about clients receiving their services. Specific information that may be exchanged is limited to the client's medication history, medical and health problems, financial status, a summary of his/ her courses of treatment and treatment needs and a discharge summary. We may use your health information and share it with other professionals who are treating you (e.g. a doctor treats you for an injury asks about your medication).

Many-managed care companies now perform direct audits of outpatient psychiatric medical records. It is, therefore, possible that your medical record will be reviewed by a representative of your insurance company. Your contract with your health insurance company authorizes this level of review. As noted above, anyone auditing a medical record for quality assurance and utilization management is scrupulously bound by ethical and legal requirements that protect your confidentiality. When this has occurred, an entry is made in your medical record noting the name of the reviewing manager, date and time your record was reviewed. HIPAA regulations require the logging of releases of information made without your specific consent (for example, a court order). You may request an accounting of this information on a yearly basis at no charge.

If an unlawful request for confidential information is made, the request will be denied, and you will be informed.

You may request a list (accounting) of the times Phoenix Rising shared your health information for six years prior to the date you, who we shared it with, and why. We will include all the disclosures except for those about treatment, payment and health care operations, and certain other disclosures (such as any you asked us to make). We'll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one with 12 months.

You can ask us not to use or share certain health information for treatment, payment or our operations. This request must be made in writing on a form that you should request from your treatment provider. Phoenix Rising is not required to agree with your request, and we may say "no" if it would affect your care. This will be given to you in writing. You may also withdrawal this request at any time. If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. This applies unless the law requires us to break confidentiality (as stated above).

As already noted, important exceptions to patient-therapist relationship confidentiality are related to child abuse, abuse of the handicapped, and elder abuse. Other exceptions are duty to protect a client from harming himself/herself or harming another person, child custody litigation, and litigation instituted by you which your mental state is an issue.

If you have any questions regarding these exceptions to the confidentiality of your work or the limits of the privileged communication between you and your treatment provider(s), please feel free to ask.

You can ask Phoenix Rising to contact you in a specific way (for example, home or office phone) or to send mail to a different address. Please make these requests in writing so the information can be documented. We will say "yes" to any reasonable request.

Phoenix Rising BHR, Inc.

With requirements of 42CFR part 2, Phoenix Rising may require a written release of information for purposes of billing your insurance company. Refusal of signing a release of information will result in your insurance company not being billed, and you will be responsible for the total amount of the services you receive. Further, children who report a substance abuse issue, fall under the 42CFR, part 2 and must sign a release of information for parents to be notified of the child's substance abuse disorder and treatment pertaining to this disorder.

Privacy Act:

Phoenix Rising is required by law, as indicated in the Social Security Privacy Act of 1974, to inform you of the agency's use of your Social Security number. Phoenix Rising intends to use your Social Security number as follows: (1) to identify your records within Phoenix Rising; (2) to comply with requests by insurance companies, which may be paying for services you receive at Phoenix Rising; and (3) as a means of identifying you in those instances where we receive written authorization to receive and/or send information from your records to a third party.

Additionally, we are required to obtain your financial information, including your income through requirement of the Mental Health and Recovery Services Board of Stark County. This information is confidential and only released as needed for payment purposes.

If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. Phoenix Rising will need legal documentation that the personal has this authority and can act for you before we take action.

Clients Rights and Grievance:

My signature on this document indicates my informed consent for treatment at Phoenix Rising with the understanding that all treatment recommendations are voluntary and I may refuse and stop treatment at any time. I am aware that I am giving permission for the Phoenix Rising Staff to meet with me, conduct an assessment of my concern, and make some initial recommendations regarding possible treatments goals, objectives and methods. I understand that my signature upon any subsequent treatment plans will represent my agreement with the goals, objectives, and procedures specified in such plans.

I also understand that I have the right to refuse to take any specific medication, or to participate in specific treatment procedures. In the event that I choose to reject a specific treatment recommendation, the possible consequences of this refusal and the risks of alternative treatments or no treatment will be explained to me by treatment staff. I am aware that my rejection of specific treatment recommendations may call into question the appropriateness of my continuing to receive services from this agency, and may result in my being discharged from treatment and possibly referred elsewhere. If I refuse to withdraw my consent for treatment, the Phoenix Rising staff will make all reasonable efforts to: (1) Ensure that I am informed of the consequences of these actions, (2) Work collaboratively with me to develop alternative treatment approaches to meet my therapeutic needs, and/or (3) Make appropriate referrals to other treatment providers or community resources. I also understand that my missing three (3) consecutive appointments with treatment providers indicates my no longer wanting services at Phoenix Rising and the treatment providers will close my case at Phoenix Rising. I understand that I may return at any time for services, and that information regarding other treatment providers will be provided to me.

Phoenix Rising BHR, Inc.

My signature on this page also indicates that I have read, understand, and received a copy of the Client Handbook, which contains a list of my rights and responsibilities as a client of this agency and the “Client Grievance Procedure”. It also expresses that I consent to abide by the conditions specified in these rights and responsibilities. A staff member has been made available to explain the above information to me, and answer any questions that I have had.

I am aware that Phoenix Rising can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.