



## HEALTHY MINDS

### Treatment Acknowledgements

#### Exceptions to Confidentiality

By signing this document, I hereby acknowledge Healthy Minds Exceptions to Confidentiality including if there is suspicion of child/elderly abuse; if I am assessed to be suicidal and/or homicidal (if homicidal, Healthy Minds employee(s) has a duty to warn the person being threatened and/or appropriate law enforcement personnel); if the client is a minor and there is joint custody, each party with custody has a right to access the minors medical records; if the client is involved in child protection issues and there is an assigned CASA worker, the CASA worker is given a court order allowing them to have complete access to the clients file; if the client is a minor, their parent(s) have access to their medical records; if you are a minor seeking services under your own consent, information regarding your substance abuse treatment may be given to your parent(s) for payment purposes under insurance companies. Your parent(s) may receive explanations of benefits surrounding your treatment. If you are a minor who is diagnosed with a co-occurring mental health disorder, your parents will need to consent to treatment for your mental health disorder, which may inadvertently violate the confidentiality of your substance abuse treatment; if you are in a specialty court program, relevant information regarding treatment progress may be released to the specialty court program if/when that information is ordered. Additionally, if you are on house arrest, your house arrest officer will need to be notified of your whereabouts as requested, which may result in an individual check in/meeting with them while at the treatment facility; for intra-agency communication, consultation and supervision; and in the event you or your minor child is in need of emergency care, Healthy Minds staff may notify emergency and/or medical personnel; if a crime is committed by you either at the program or against any person who works for the program, or about any threat to commit such a crime; and when violation of the Federal law and regulations by a program is suspected, those violations may be reported to appropriate authorities in accordance with Federal regulations.

PROHIBITION ON RE-DISCLOSURE STATEMENT - Each disclosure made with your written consent must be accompanied by the following written statement:

This information has been disclosed to you from records protected by Federal confidentiality rules (42 C.F.R. Part 2). The Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

#### Release of Liability

This is a general release of liability between Healthy Minds and the client, which is myself or the child in my care. As the client, or anyone claiming on behalf of the client, I forever release Healthy Minds and its affiliates, successors, officers, employees, representatives, partners, agents, and anyone claiming through them, in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which Client has or ever had or may in the future have against Healthy Minds or any of the Released parties arising out of or relating to mental health and/or substance use treatment, emergency medical treatment, personal injury, damaged/lost property, and whereabouts.



This release shall not be in any way construed as an admission by Healthy Minds that it has acted wrongfully with response to the client or any other person or that it admits liability or responsibility at any time for any purpose.

If the client is a minor, as the guardian, I understand that Healthy Minds is not responsible for the whereabouts of the client once they leave the Healthy Minds Treatment facility. Therefore, I will assume responsibility for the client as soon as the client leaves the facility. If the client leaves the facility prior to my picking them up, or if client leaves with someone other than myself (with or without my knowledge), all liability is relieved from Health Minds.

By consenting to this on the Informed Consent document, you voluntarily agree to the above, and you have read and understood this information stating that Healthy Minds is released from liability of any and all seen/unforeseen risks for yourself or your minor child.

## Unaccompanied Minors

To ensure the safety and well-being of our clients, all clients under the age of 18 years old must be accompanied by an adult to their appointments at Healthy Minds. The exception to this rule is minors seeking Substance Abuse Treatment and consenting for themselves under 42 C.F.R. Part 2. Please note it is Healthy Minds policy that clients under the age of eighteen are not to be dropped off or left alone. If you request that an alternative arrangement is made, contact the Office Manager for case by case consideration. All exceptions will require approval of the treating provider. Clients who are on premises up to one hour after the end of their scheduled appointment or at the close of business may be transported to Child Haven by the Metropolitan Police Department and a CPS report may be filed due to negligence of the caregiver.

## Client Rights

As the patient of a program for treatment of abuse of/or dependency upon alcohol or other drugs, your rights include, but are not limited to, the following:

1. If the program receives funds from the Substance Abuse Prevention and Treatment Agency (SAPTA), you have the right to be provided treatment regardless of whether or not you can afford to pay for it, and the program is prohibited from imposing any fee or contract, which would be a hardship for you or your family.
2. You have the right to be provided treatment appropriate to your needs.
3. If you are transferred to another treatment provider, you have the right to be given an explanation of the need for such transfer and of the alternatives available, unless such transfer is made due to a medical emergency.
4. You have the right to be informed of all program services, which may be of benefit to your treatment.
5. You have the right to have your clinical records forwarded to the receiving program if you are transferred to another treatment program.
6. You have the right to be informed of the name of the person responsible for coordination of your treatment and of the professional qualifications of staff involved in your treatment.
7. You have the right to be informed of our diagnosis, treatment plan and prognosis.
8. You have the right to be given sufficient information to provide for informed consent to any treatment you are provided. This is to include a description of any significant medical risks, the name of the person responsible for treatment, an estimated cost of treatment, and a description of the alternatives to treatment.
9. You have the right to be informed if the facility proposes to perform experiments that affect your own treatment, and the right to refuse to participate in such experiments.



10. You have the right to examine your bill for treatment and to receive an explanation of the bill.
11. You have the right to be informed of the program's rules for your conduct at the facility.
12. You have the right to refuse treatment to the extent permitted by law and to be informed of the consequences of such refusal.
13. You have the right to receive respectful and considerate care.
14. You have the right to receive continuous care: To be informed of our appointments for treatment, the names of program staff available for treatment, and of any need for continuing care.
15. You have the right to have any reasonable request for services reasonably satisfied by the program, considering its ability to do so.
16. You have the right to safe, Healthful and comfortable accommodations.
17. You have the right to confidential treatment. This means that, other than exceptions defined by law, such as those in which public safety takes priority, without your explicit consent to do so the program may release no information about you, including confirmation or denial that you are a patient.
18. Waiver of any civil or other right protected by law cannot be required as a condition of program services.
19. You have the right to freedom from emotional, physical, intellectual, or sexual harassment or abuse.
20. You have the right to attend religious activities of your choice, including visitation from a spiritual counselor, to the extent that such activities do not conflict with program activities. The program shall make a reasonable accommodation to your chosen religious activities. Attendance at and participation in any religious activity is to be only on a voluntary basis.
21. You have the right to grieve actions and decisions of facility staff, which you believe, are inappropriate, including but not limited to actions and decisions, which you believe violate your rights as a patient. The facility is obligated to develop a grievance procedure for timely resolution of complaints from patients and to post such a procedure in a place where it shall be immediately available to you. You have the right to freedom from retaliation or other adverse consequences as the product of filing a grievance.
22. You have the right to file a complaint with the State of Nevada if the facility's grievance procedure does not resolve your complaint to your satisfaction, and the right to freedom from retribution or other adverse consequences as the product of filing a complaint. Such complaints may be addressed in writing or by telephone to: Substance Abuse Prevention and Treatment Agency, 4126 Technology Way, 2<sup>nd</sup> Floor, Carson City, Nevada 89706. Phone: 1-775-684-4190
23. You have the right to be informed of your rights as a patient. The foregoing are to be posted in the facility in a place where they are immediately available to you, and you are to be informed of these rights and given a listing of them as soon as is practically possible upon you beginning treatment.