



## INTAKE PACKET

### TREATMENT INFORMED CONSENT

#### **Clinicians Credentials and Supervision:**

All Healthy Minds clinicians are licensed in the State of Nevada to provide behavioral health care. Healthy Minds is a multidisciplinary group composed of psychiatrists, psychiatric nurse practitioners, psychologists, marriage and family therapists, licensed clinical social workers, licensed alcohol and drug counselors and other mental health providers. Also, Healthy Minds is a training site for UNLV School of Medicine, and your care may be provided by a licensed intern/fellow, who will consult with their supervisor/s for education and treatment planning. You may contact any of our personnel at any time regarding treatment.

#### **Risks and Benefits:**

Treatment involves some level of risk. It is possible discussing emotional and/or personal issues may lead you to experience difficult emotions including feeling anxious, nervous, upset, angry, guilty, ashamed, or depressed. For some, discussing treatment with your family and significant others may place stress on these relationships. Please talk with your counselor if this is something you are experiencing. We cannot guarantee any specific results or outcomes from treatment. However, research consistently demonstrates treatment can have a positive impact and is a valuable support for individuals in the achievement of their personal goals. We will do all we can to help you achieve your goals and have a positive counseling experience.

#### **Emergency Care:**

Healthy Minds treatment providers are not on call 24-hours a day. In the event you need emergency care, please call 911 or go to the nearest emergency room. In the event you experience an emergency while at the treatment facility, you acknowledge Healthy Minds may provide personal information to first responders to assure continuity of care.

#### **Electronic Transmission of Information:**

I consent documents containing my clinical information, or those of the minor in my care, may be transmitted via email, which may not be entirely secure. I understand texting with the providers or any employees of Healthy Minds about client information does not ensure complete protection & confidentiality of the information exchanged. I understand information regarding my appointment, or that of the minor in my care, may be left on a voicemail of the phone numbers I provide, or I sign a release of information for.

#### **For DFS Clients Only:**

By returning this form, I give consent for information to be exchanged between Healthy Minds and client's CAP, CASA, and foster placement for treatment purposes.

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### TELEHEALTH INFORMED CONSENT ADDENDUM

#### **What does telehealth mean?**

Telehealth means your healthcare providers are using electronic communication during your treatment. Healthcare providers includes psychiatrists, psychologists, social workers, counselors, and marriage and family therapists. Telehealth services at Healthy Minds are only available to Nevada residents. We are using Zoom for videoconferencing, and if the internet connection does not work, we are offering telehealth services by phone. You will need to use a webcam or smartphone for videoconferencing, and our clinic will explain how to use Zoom. Children's legal custodian must give permission for children to participate in telehealth.

#### **Risks and Benefits of Telehealth**

Telehealth provides access to services when they may not be available otherwise. Telehealth services have been shown to be as effective as in-person services. While no one will record your sessions without your permission, the electronic services do come with new risks. Equipment could stop working during treatment, and the technology has increased risks to privacy if people are able to break into our online session. For this reason, we have an agreement with Zoom that requires them to notify us if they learn your privacy has been violated, and we are required to notify you. Zoom has security protocols to protect your confidentiality against intentional or unintentional interruptions or breaches. Using a secure internet connection, instead of a public or free Wi-Fi, wherever you are when receiving services increases the security of our sessions.

#### **Effective Telehealth**

Telehealth services will work best if you are in a quiet, private space with no distractions, such as radio, TV, ringing phones, talking, interruptions, or windows in camera view during the session. Position yourself and camera so that you are visible from at least the waist up. If there are multiple people in the appointment, make sure everyone is in view. We need a safety plan that includes at least one emergency contact and the closest ER to your location in the event of a crisis situation. The same confidentiality agreement applies with telehealth, including your healthcare professional's responsibility to share information about you or your session if there seems to be an imminent risk of you seriously harming yourself or other people.

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## **YOUR INFORMATION. YOUR RIGHTS. OUR RESPONSIBILITIES.**

This notice describes how medical information about you may be used and disclosed and how you can get access to this information.

Please review it carefully.

### **Your Rights**

You have the right to:

- Get a copy of your paper or electronic medical record
- Correct your paper or electronic medical record
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

### **Your Choices**

You have some choices in the way that we use and share information as we:

- Tell family and friends about your condition
- Provide disaster relief
- Include you in a hospital directory
- Provide mental health care
- Market our services and sell your information
- Raise funds

### **Our Uses and Disclosures**

We may use and share your information as we:

- Treat you
- Run our organization
- Bill for your services
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests
- Work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

### **Your Rights**

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

1. Get an electronic or paper copy of your medical record
  - a. You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
  - b. We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.
2. Ask us to correct your medical record

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- a. You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
  - b. We may say “no” to your request, but we’ll tell you why in writing within 60 days.
3. Request confidential communications
  - a. You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
  - b. We will say “yes” to all reasonable requests.
4. Ask us to limit what we use or share
  - a. You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care.
  - b. 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. We will say “yes” unless a law requires us to share that information.
5. Get a list of those with whom we’ve shared information
  - a. You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
  - b. 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 within 12 months.
6. Get a copy of this privacy notice
  - a. You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.
7. Choose someone to act for you
  - a. 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.
  - b. We will make sure the person has this authority and can act for you before we take any action.
8. Northeast Iowa Behavioral Health
  - a. You can complain if you feel we have violated your rights by contacting us using the information on page 1.
  - b. You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).
  - c. We will not retaliate against you for filing a complaint.

### Your Choices

For certain health information, you can tell us your choices about what we share.

If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

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**HEALTHY MINDS**

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In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

In the case of fundraising:

- We may contact you for fundraising efforts, but you can tell us not to contact you again.

### **Our Uses and Disclosures**

How do we typically use or share your health information?

1. Treat you
  - a. We can use your health information and share it with other professionals who are treating you.
  - b. Example: A doctor treating you for an injury asks another doctor about your overall health condition.
2. Run our organization
  - a. We can use and share your health information to run our practice, improve your care, and contact you when necessary.
  - b. We use health information about you to manage your treatment and services.
3. Bill for your services
  - a. We can use and share your health information to bill and get payment from health plans or other entities.
  - b. Example: We give information about you to your health insurance plan so it will pay for your services.

How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see:

[www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html)

1. Help with public health and safety issues
  - a. We can share health information about you for certain situations such as:
  - b. Preventing disease
  - c. Helping with product recalls
  - d. Reporting adverse reactions to medications
  - e. Reporting suspected abuse, neglect, or domestic violence
  - f. Preventing or reducing a serious threat to anyone's health or safety
2. Do research
  - a. We can use or share your information for health research.
3. Comply with the law
  - a. We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.
4. Respond to organ and tissue donation requests
  - i. We can share health information about you with organ procurement organizations.
5. Work with a medical examiner or funeral director
  - a. We can share health information with a coroner, medical examiner, or funeral director when an individual dies.
6. Address workers' compensation, law enforcement, and other government requests
  - a. We can use or share health information about you:

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- b. For workers' compensation claims
  - c. For law enforcement purposes or with a law enforcement official
  - d. With health oversight agencies for activities authorized by law
  - e. For special government functions such as military, national security, and presidential protective services
7. Respond to lawsuits and legal actions
- a. We can share health information about you in response to a court or administrative order, or in response to a subpoena.
  - b. Respond to lawsuits and legal actions:
  - c. We will only share health information about you in response to a court order. We will not release information solely with a subpoena.

### Exceptions to Confidentiality:

**DUTY TO WARN:** When a client make threats to harm or kill an employee of Healthy Minds, or if they make threats to harm or kill anyone at the Healthy Minds site, and it's determined that the client has the means to accomplish that threat, the health care provider must warn the person being threatened and/or appropriate law enforcement personnel.

### Grievances:

It is the policy of Healthy Minds to provide a systematic approach to resolving conflicts that may arise concerning the care of a patient that is seeking services at Healthy Minds. Patients and/or designated representative have the right to communicate complaints regarding the care received, as well as having those complaints investigated, and when possible, resolved. Patient complaints in no way will affect future access to care at Healthy Minds. Patient and/or designated representative can file a grievance verbally and/or in a written statement.

Any patient and/or designated representative who presents a grievance is encouraged to address the issues with the direct patient provider. If this is unsuccessful, or the patient and/or designated representative feels this is not a feasible option, then the patient and/or designated representative will be encouraged to address the grievance with the direct provider's immediate supervisor. If the patient and/or designated representative feels that the grievance is still not resolved, then the patient and/or designated representative will be encouraged to address the grievance with the department director.

If the patient and/or designated representative wishes to file a formal grievance, he or she may contact the appropriate licensing boards or the State of Nevada Department of Human Services at (775) 684-4000 or by email at: [nvdhhs@dhhs.nv.gov](mailto:nvdhhs@dhhs.nv.gov).

Complaints may also be filed with the appropriate licensing boards:

- Marriage and Family Therapists/Clinical Professional Counselors: State of Nevada Board of Examiners for Marriage and Family Therapists & Clinical Professional Counselors (702) 486-7388
- Medical Providers: Nevada State Board of Medical Examiners (775) 688-2559
- Nevada State Board of Nursing (702) 486- 5800
- Psychologists: State of Nevada Board of Psychological Examiners (775) 688- 1268
- Social Workers: State of Nevada Board of Examiners for Social Workers (775) 688-2555

### Our Responsibilities•

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

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For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

### **Changes to the Terms of this Notice**

We 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.

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### 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.

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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.

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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, 2nd 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.

### **By signing these forms, I consent that:**

- I acknowledge and understand that it is ultimately my responsibility and obligation to be aware of my insurance's requirements, coverages, deductibles, and payment as well as any uncovered charges.
- I voluntarily agree for me or a minor in my custody to receive a mental health and/or substance use disorders assessment and treatment, and I authorize Healthy Minds to provide such care. I fully understand and accept Healthy Minds cannot guarantee treatment will be beneficial due to factors beyond control. I agree to participate in the planning of my care, and I understand regular attendance will produce the maximum benefits. I understand the credentials of the persons providing my treatment. I agree to fees as described in my Financial Obligation. I acknowledge I have received a copy, read, and understand all the terms and information contained in the Notice of Privacy Practices, to include the Grievance Policy, as well as the Treatment Acknowledgements document, to include Exceptions to Confidentiality, Release of liability, Unaccompanied Minors policy, and the Client Rights. I acknowledge the risks and benefits describes herein.
- I understand that if the patient is a minor, I am consenting to treatment on the behalf of the minor. I understand that I will declare my authority/ relationship and sign. For patients who are minors with divorced parents, I will provide a copy of the custody order detailing medical decision-making rights and access to medical records. If medical decision-making is shared, I agree to assist in informed consent being obtained from the other party.
- I understand I may be discharged from Healthy Minds without formal written notice if there is a period of 30 days or more when I do not contact or attend appointments at the agency.
- My signature indicates I have read, understood, and agree to the information on all pages of this document, I voluntarily agree to the above, and I consent to treatment for myself or the minor child with Healthy Minds.
- I understand that I am responsible for having the necessary equipment and internet access for my telehealth session. I understand that I am not waiving any existing protections for confidentiality, privacy, or other consumer protections as described in the Informed Consent Form. I have all the same rights as clients receiving face-to-face therapy.

**Client/Legal Representative Name (PRINT):** \_\_\_\_\_ **Relationship to Client:** \_\_\_\_\_

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**Client/Legal Representative Signature (SIGN):** \_\_\_\_\_ **Date:** \_\_\_\_\_

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