



FREEDOM Behavioral Health Services

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Outpatient Services Contract
Informed Consent/Client Rights

Welcome to Freedom Behavioral Health Services (FBHS). We are glad to have you here. This is an important document regarding your treatment here at FBHS. Please read it carefully and ask any questions you might have. When you sign this document, it will become a contract between FBHS and you and includes your consent for treatment and Client's rights. Freedom Behavioral Health Services will be shown as FBHS and Clients and Client legal representatives may be referred to as Client or in the first person.

Treatment is a dynamic process for change and may involve discussing and dealing with intense emotional issues which may at times be distressing. Commitment and open communications between Client and therapist will aid Client movement through the process toward the agreed upon treatment goals. It is understood that this process is intended to help the Client. If Client is feeling overwhelmed, Client will inform their clinician. Also, if aware and appropriate or requested, FBHS will inform Client of alternative treatment available to Client. This is about each Client achieving their treatment goals.

Contacting Us FBHS is open 9:00AM-6:00PM Monday through Thursday and otherwise by appointment. However, FBHS staff may not always be immediately available by telephone. When the staff is not available Client will leave a message with the support staff or answering machine at 919-585-2069. FBHS staff will return Client calls as soon as possible.

Emergency services: call at 919-585-2069 or 919-607-9087. Clients receiving FBHS voicemail after hours will leave their name, nature of the emergency, and a reliable contact number where FBHS can reach the contact. If unable to reach FBHS or feel that the Client cannot wait for a call to be returned, Client will contact the nearest emergency room, or dial 911.

Signing the Freedom Behavioral Health Services (FBHS) Contract and the treatment plan, the Client gives permission for therapy deemed necessary by Client and FBHS. Each Client is encouraged to ask their clinical staff any question about Client's treatment, the level of their clinician's experience and have the option to refuse any treatment. Client understands that there are no guarantees of particular results or outcomes from therapy sessions. Client has the right to treatment, medical care and habilitation without discrimination based on degree of mental health/developmental/ or substance abuse disability, religion, creed, color, ethnicity, gender, age, disability, national origin, sexuality, marital or economic status. Client understands refusal of consent for a specific treatment shall not be the sole grounds for termination or threat of termination, unless the treatment refused is the only viable option available at the facility; each voluntarily admitted Client has the right to consent or refuse any treatment offered and consent may be withdrawn at any time by the person who gave the consent. If the consent for treatment is withdrawn, FBHS shall determine if treatment in some other modality is possible and make a referral if the Client agrees. If all modalities are refused, a voluntarily admitted Client may be discharged; and, in an emergency, a voluntarily admitted Client may be administered treatment despite the Client's or legal representative's refusal, even if the Client's refusal is expressed in a valid advance instruction pursuant to 10A NCAC 27D.0303; G.S. 122C-57. Ultimately the Client has the choice to decide where they go and have the responsibility to follow through on any referral or recommendation.

Confidentiality:

Therapist, medical providers and staff may not disclose any information/records regarding Client treatment to others, including the fact that Client, their family members, or companions are receiving treatment, except when specifically required by law or with Client's written consent. Pursuant to 42 CFR part 2 protecting substance abuse information and NC GS 130A-143 protecting HIV/AIDS information is not released without a specific court order or Client's written consent. There are circumstances where Client information may be shared. All providers at FBHS are skilled professionals; however, they may review cases with professional colleagues or supervisors.

Law and professional ethics require FBHS to report threats made by Clients, companions or family members to physically harm self or others. FBHS may be legally responsible to forego confidentiality when ordered to testify in a court of law or supply records in legal proceedings. Client authorized insurance company has the right to audit or review their Client's record. Client record may be reviewed during audits. Any suspected child, vulnerable elder or disabled person abuse must be reported to the Department of Social Services – Child and Adult Protective Services. If FBHS determines that immediate and emergency treatment is necessary in order to protect the safety, well-being and life of the Client and/or identifiable others communications with appropriate medical or clinical personnel may be made.

Clients registered as a sexual offender or legally required to be supervised in any way are required to and will notify FBHS at the intake/assessment session to FBHS. In these ways FBHS is in compliance with HIPPA and legal standards.

Consent For Release of Information shall be valid for up to one year from the date of signing, shall disclose the information to be released, to whom it shall be released, and the purpose for releasing the information. Option for excluding or including HIV/AIDS or SA diagnoses and information shall be provided.

Individuals receiving services from Freedom Behavioral Health Services (FBHS) also have the following rights according to our business practices, North Carolina and federal laws.

- I have the right to be treated with respect, dignity and freedom from harm, abuse, neglect or exploitation by those at this agency.
- I have the right to privacy regarding my person or property.
- I have the right to confidentiality. The information I share with FBHS is confidential. It is private and cannot be disclosed without my expressed permission (with above exceptions noted). If I would like FBHS to share or obtain information with another person or agency I will sign written Consent for Release of Information.
- I have the right to participate in or refuse participation in the development of my individualized treatment plan. The developed/proposed treatment plan will be reviewed with me. My signature on the plan will indicate consent to the plan. If I request a copy of the plan in writing one will be provided within 14 days. I have the right to refuse or withdraw my consent to that treatment plan at any time.
- I have the right to refuse treatment or accept treatment. I also have the right to refuse or withdraw my consent to a specific treatment at any time. If I refuse appropriately recommended treatment modalities I may be discharged from treatment services. Recommendations will be made and referrals offered if I am discharged. I have the right to refuse these recommendations and/or referrals.
- I have the right to treatment, including access to medical care and habilitation, and will not be discriminated against based on race, religion, creed, color, ethnicity, gender, age, national origin, sexuality, marital or economic status, or degree of mental health, developmental disability, or substance abuse.
- I shall be treated in a professional manner at all times.
- FBHS will never require or encourage me to express gratitude, give a public performance and/or use identifiable photos for public relations without the written informed consent.
- I have the right to contact Disability Rights NC at 1-877-235-4210. This is the agency designated under federal and state law to protect and advocate the rights of persons with disabilities pursuant to NC statutes 10A NCAC 27D. 0201; GS 122C, article 3.
- I have the right to make a written request for access to my medical record. These records will be provided, except under certain circumstances specified by ethics or law and according to FBHS business procedures. I have the right to have these circumstances explained to me. A copy of the NC DHHS Request for Accessing/Inspecting/Copying Health Information is available from FBHS at my request. FBHS will respond to written requests within 30 days of filed request. I understand that FBHS staff will keep all records and information pertaining to my treatment in strict confidence for the prescribed period of time by law. After that period my record, if inactive or closed, may be destroyed.
- It is the goal of FBHS to use the least restrictive, most appropriate and effective positive treatment modality for each Client. I have the right to be free from restrictive interventions and most staff are trained in non-violent crisis intervention.
- I have the right to make a complaint regarding any dissatisfaction with the services I received while under FBHS care. I can inquire about FBHS complaint process for timely resolution by calling 919-585-2069 and ask to make a complaint if you have concerns about your rights. If you do not get resolution, you may also make complaints to your insurance company, or the NC DHHS at 1-800-624-3004. Medicaid recipients may make complaint through your MCO Alliance Behavioral Health at 919-651-8401.

Appointments and Cancellations FBHS values Client time and is committed to treating Client in a timely manner. In order for FBHS to do that priority is given to Clients who make and keep their appointments as a commitment. FBHS recognizes there are emergencies; however, if there are 2 consecutively missed appointments without calling or a pattern of no-show/cancellations, any further appointments will be removed from the schedule until Client is able to talk with Client's provider about appointment times that are better suited for the Client.

If Client must cancel or reschedule an appointment provide 24 business hours' notice in order to make the time available to someone else. FBHS will try its best to do this for Client consideration and ask that Client do it for FBHS. A pattern of missed appointments will lead to additional charges to Client which Client's insurance will not cover and eventually result in an end to treatment.

Other Services including report writing, telephone conversations longer than 10 minutes, attendance at meetings with other professionals, court appearances/involvement, etc. can be charged at FBHS hourly rate and may not be covered by Client insurance and will be due from Client.

As a matter of health care operations, FBHS can call Clients by name in the waiting room when Client's provider is ready to see Client. FBHS may use or disclose Client protected health information, as necessary, to contact Client to remind Client of their appointment.

Billing and Payments Client will be expected to pay for each session at the time it is held, unless FBHS agrees otherwise in advance or unless Client has insurance coverage which requires other -arrangement. If Client account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, FBHS has the option of using legal means to secure the payment. This may involve, but not be limited to, hiring a collection agency or going through small claims court. If that were necessary Client will be responsible for all costs of litigation including attorney's fees and court fees. In most collection situations the only information released would be the Client's name and address, nature of services provided and the amount due. Client may be charged for appointments Client does not cancel with 24 business hours' notice.

Insurance Reimbursement Most health insurance policies provide some coverage for mental health or behavioral health treatment. FBHS will fill out forms and provide Client with whatever assistance FBHS can in helping Client receive the benefits to which Client is entitled. If FBHS is contracted or privileged with Client's insurance company FBHS will file for Client, otherwise FBHS will assist Client with claims. However, Client (not Client's insurance company) is responsible for full payment of FBHS fees. It is very important that Client find out exactly what mental health services Client's insurance policy covers. If Client needs assistance in this we will be happy to help. Insurance benefits can be complex and it is sometimes difficult to determine exactly how much mental health coverage is available. Client's signature at the bottom includes Client's permission for FBHS to file Client's insurance and make inquiry on Client's behalf.

Client should also be aware that most insurance companies require Client to authorize FBHS to provide them with confidential information such as clinical diagnosis, treatment plans or summaries or copies of records. This information becomes part of the insurance company files and will be stored in a computer. All insurance companies claim to keep such information confidential, however we have no control over what they do with it once it is in their hands. It is important to remember that Clients always have the right to pay for services themselves to avoid the problems described above.

Authorization to Treat By signing this document Client consents for evaluation and/or treatment at FBHS. This gives permission for the provider to administer treatment deemed necessary or advisable in the diagnosis and treatment of Client's condition. Should the provider determine that Client does not need further treatment or evaluation, or that Client will not benefit from the services available, those services will be terminated or a referral made to another agency. Client may also withdraw from services at any time. Client can expect to be informed of the benefits and risks of, and alternatives to planned services.

Additional Authorizations

- By signing this document Client grants FBHS permission to seek emergency medical care from a hospital or physician in the event of an emergency.
- By signing this document Client acknowledges that a minor Client may seek and receive periodic services from a physician without parental consent in accordance with NC GS 90-21.5.

Grievance Procedure Policy If Client is unsatisfied with treatment, please make your provider aware and together make a decision to go a different route in treatment or even a different provider. FBHS will not take this personally nor place pressure on Client. However, FBHS would appreciate knowing what Client did not like about the process so FBHS can consider change for future Clients, as well as offer a referral to someone else with whom Client may be better suited.

FBHS will assure that any Client or appropriate Client family member who believes that his/her rights or the rights of another have been violated by this agency shall have access to a process through which the grievance will be fairly considered and appropriately acted upon. Because we view the monitoring of complaints as a component of quality improvement, FBHS will give high priority to being responsive to appropriate requests for help. FBHS has a process whereby all Client complaints are properly reported, investigated and acted upon.

The manager/partners/owner of FBHS will be responsible for the interpretation of this policy and FBHS or their designee shall establish procedures to fully implement compliance with this policy. When FBHS is contracting with another agency or mental health program, FBHS will consult and collaborate with that agency's grievance policy. Clients will have the right to contact that agency and follow their grievance policy as well.

Clients and/or family members can continue receiving treatment even if they file a grievance. Procedures for filing a grievance are as follows:

Complaints and grievances will be

First referred to the treating clinician and all attempts to handle the complaint at that level will be completed

Second, if the client would like to register a written complaint beyond the first level, they will be provided the Client Complaint Form. The employee involved in the complaint event will also be given the form in order to provide their perspective of the situation. The complaint will be handled as a priority of business at the next administrative meeting or within ten (10) business/working days. If the managers/partners/owner are able to offer a resolution that is acceptable to the complainant, this resolution will be documented on the complaint form. This documentation will be signed and dated by complainant and two (2) or more managers/partners/owners. If the complaint is not able to be resolved in the above manner, the complaint form will be completed documenting the inability to resolve the matter. This disposition will be signed and dated by complainant and at least by two (2) or more managers/partners/owners. The client may have other relevance procedures available to them through their insurance carrier, state, legal or licensing board representatives. If the client is a referral through a contracted agency to FBHS they may also have rights through that contracted agency.

As a contracted agency: If a grievance occurs with a client who is referred through a contracted agency, the client may also have the right to follow that agency's grievance/complaint procedure. Such procedures may extend through supervisors up to the Director and possibly as far up as the Governor's Advocacy Council if the individual has a Developmental Delay diagnosis or up to the Mental Health Alliance for the Mentally Ill.

Medical Records The laws and standards of our profession require that we keep treatment records. Clients are entitled, except under certain circumstances specified by ethics or law and according to FBHS business procedures, to have a copy of their records and one can be prepared for a Client at a fee. Because these are professional medical records, they can be difficult to read, easy to misinterpret and/or upsetting to untrained readers. If Client wishes to see Client records, we recommend that Client review them in the clinician's presence so that FBHS can interpret and assist Client with the contents. Depending on the situation there may be a charge for this time. If someone requests a copy of Client's records (another health provider, court

attorney, etc.), it is common practice for us to send them directly to that party rather than to send them through a Client, and FBHS will do that upon Client's written request and authorization. There may be a charge to the Client for this service. A copy of the NC DHHS Request for Accessing/Inspecting/Copying Health Information is available from FBHS at Client's request. FBHS will provide written response to written requests within 30 days of filed request.

Client treatment plan is developed with each Client and Client's signature will indicate consent to the plan. Clients review this plan with a clinician. A copy of this plan is available to Clients upon written request.

Minors If you are under eighteen years of age, please be aware that the law may provide your parents or guardians the right to examine your treatment records. It is our policy to provide your parents or guardians access to information about your treatment. However, we also ask parents/guardians to trust us and allow us to keep your confidences on specific information and we would provide them with general information about your treatment sessions. Pursuant to 42 CFR part 2 protecting substance abuse information, and NC GS 130A-143 protecting HIV/AIDS information is not released without a specific court order or your written consent. There are also some state and federal laws which may provide you, as a minor, certain confidentiality rights separate from your parents. By signing this document you acknowledge that a minor Client may seek and receive periodic services from a physician without parental consent in accordance with NC GS 90-21.5. If you or your parents have questions about these rights or information please ask us about them and we will go over the information prior to it causing any problems in treatment.

If FBHS is treating a minor, parents or guardians are often asked to speak with the counselor before and after each session to give an update on any issues. Parents/Guardians are required to stay on the premises during each session.

Please note that if a counselor is notified that anyone is in danger of harming themselves or someone else, appropriate persons will be notified immediately. By signing below, you give permission to Freedom Behavioral Health Services to treat and provide for the noted Client counseling, testing, or assessment, and agree to comply with our guidelines.

By signing below I also attest that I have read, understand, agree to and have received a copy of this agreement/contract in its entirety.

Signature of Client or Legal Representative

Date

Signature of Client or Legal Representative

Date

Signature of FBHS Representative

Date