

Informed Consent for Outpatient Substance Use Disorder Program

Treatment Agreement

Anchor Recovery provides behavioral health services. With these services, there are risks, benefits, and side effects to treatment with no guarantees in results. The result from treatment varies from successfully, moderately, to not meeting goals depending on individuals. It has shown to be most effective when accurate and honest information is shared. Information that is withheld may be relevant and can interfere with progress. At any given time, termination of treatment can be done due to various situations from either party.

Services

Anchor Recovery provides comprehensive [substance use disorder] assessments, individual and group counseling, and treatment coordination in an outpatient programing setting. A comprehensive assessment is the initial assessment that indicates the concerns impacting life, substance use disorder diagnosis, and recommendations of services to treat the identified concern(s). Initial service plan then a treatment plan is developed collaboratively and used to guide the services that are provided. Group services vary from 3 units to 20 units per week depending on the level of care that is medically necessary. Individual sessions vary from 1 unit per month to 2 units per week depending on medical necessity. Typical duration of a unit is anywhere from 31-50 minutes. The amount of sessions may vary depending on the progress that is made.

Cancelation / No Show

Anchor Recovery is aware that appointments will need to change from time to time. We ask to be notified 24 hours prior to the scheduled time. This can be done by contacting provider, our main line, or through the client portal upon activation. Cancellations less than 24 hours of the scheduled session and no shows can result in the charge of the missed session service. If a client is on a recurring schedule, the subsequent scheduled sessions may be cancelled unless there has been a conversation with the provider.

Financial Policies

It is the client's or legal guardian's responsibility to pay for services rendered. The fees for services are stated below. This fee is evaluated on a yearly basis and may increase rates at the beginning of a calendar year. A notification will be sent out in advance of this change.

Fees for Services

Chemical Health Assessment \$250.00 per assessment Individual Session \$100.00 per 31-60 minutes Group Session \$50.00 per 31-60 minutes Treatment Coordination \$25.00 per 15 minutes

Payments

Services can be paid by billing medical insurance, Behavioral Health Fund, HSA/FSA, credit card, check, and/or cash at the time of service. Some medical insurances are accepted and eligibility and benefits will

need to be verified. It is the expectation of the client to know their financial responsibilities based on their third party payer's coverage. The client or legal guardian is responsible for any remaining balance after insurance payment, such as co-pay(s), coinsurance or deductible that remains. If your medical insurance changes during your duration of service, keep us informed of these changes.

Medical Insurance

If you choose to utilize your medical insurance benefits towards services rendered, we bill your insurance directly and they pay us directly. This is for the medical insurance plans that we are in-network with and/or agree on accepting out of network benefits. It is your responsibility to keep your insurance active and notify us of any changes. There are situations in which your insurance requires you to contact them pertaining to your medical insurance status. If this happens, your insurance will deny all claim submissions until you follow through with this phone call. If you do not follow through with this phone call in 30 days from when we notify you, an invoice will be sent to you of your outstanding balance for the services that were denied. From there, we follow the unpaid balances process if it continues to be an outstanding balance.

Credit Card Authorization

All HSA, credit, or debit card charges are through our credit card processing company. Card information can be added, updated through your client portal by you or by letting your provider know. Card information is kept on file through the EHR to pay for services rendered. Card will be charged on the date of service or upon explanation of benefits. A statement is available through the client portal that can be viewed and saved for your purposes.

Third Party Payer Denials

Third party payers such as medical insurance plans may deny coverage for the service provided. If a denial occurs you are responsible for payment.

Changes to Payment

Please notify us within ten (10) calendar days of a payment change. We will send you the form to update the credit card information.

Unpaid Balances

If services rendered are not paid within 30 days, an invoice will be mailed to the guarantor address on file, or emailed to the email on file. After 90 days to collect the balance will be sent to collections.

Suspended Sessions

When there is a balance of \$500 or higher without a payment plan in place, future services will be put on hold. Unpaid balance after 90 days, Anchor Recovery reserves the right to seek reimbursement through legal means and/or collection agency unless payment plan has been agreed upon.

Invoices

It is your choice to decide how you would like to receive invoices. They can be available through the client portal, emailed, mailed, or provided in person, however, you choose to keep your information private.

Additional Fees

Credit Card

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Upon any fees accrued, due to disputes or denied charges, that are beyond the credit card processing fee for each successful transaction, the financial guarantor accepts the responsibility to pay for the charge.

Check

There is a service charge of \$30 for returned checks.

Cash

Cash is not accepted.

Legal Matters There are situations in which providers are requested or required to participate in legal matters. The charge for legal involvement includes but not limited to preparation, consultation, travel, and/or attendance at a rate of \$500 per hour.

Emergency and Crisis

Anchor Recovery is not a crisis service. If there is a crisis/emergency, call 911, go to the nearest hospital, or call your local county crisis line. Additional contacts for emergency behavioral health are:

- Call 988;
- Call 211;
- Call **CRISIS (274 747) from a cell phone;
- Text MN crisis text line: "MN" to 741 741;
- Reach out to your local county mobile crisis team (Wright: 763-682-7400; Wright, Benton, Stearns, Sherburne: 320.253.5555; Hennepin with adults 18 and over: 612-596-1223, children 17 and under: 612-348-2233);
- Call warm lines: 651-288-0400;
- Text warm lines: "support" to 85511;
- Call the national suicide prevention hotline, at 1-800-273-8255

Contact the Anchor Recovery line and/or the provider to provide an update. If it goes to voicemail, please leave a message and we will respond once we are available.

Confidentiality (See Notice of Privacy Practices for further detail)

Anchor Recovery has an obligation to respect your rights to confidentiality. Confidentiality of client information is governed by federal law under the Health Information Portability and Accountability Act (HIPAA) and by state law. All verbal information and written records cannot be shared with another party without written signed consent unless one of the following criteria is met.

- 1. If a client threatens or attempts to commit suicide or otherwise conducts him/her self in a manner in which there is a substantial risk of incurring serious bodily harm.
- 2. If a client threatens grave bodily harm or death to another person.
- 3. Suspected neglect of the parties named in items #3 and #4.
- 4. If a court of law issues a legitimate subpoena for information stated on the subpoena.
- 5. If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.
- 6. If a medical, severe psychological or life threatening emergency arises, emergency services will be contacted.
- 7. If current client received services from the hospital to disclose the next scheduled session as a way to coordinate care.
- 8. Licensing board reviews.
- 9. Payment for services rendered, and collections.
- 10. Insurance / third party payor review of records.

Medical Insurance

When billing medical insurance, certain information is required for claim filing, such as; date of service, diagnosis. Insurance companies can audit files and will have access to records.

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Anchor Recovery Informed Consent for Outpatient Substance Use Program If services are being paid by medical insurance, HSA/FSA, credit card, and check, the charge will acknowledge you are receiving service(s) from Anchor Recovery.

Privacy of Information: Consultation, Supervision, and Staff Access

Occasionally providers consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without sharing your protected health information. Some of your information may be shared within Anchor Recovery as necessary for coordination of care, consultation, and supervision. There are situations in which your information is restricted to certain providers within Anchor Recovery to protect your privacy.

Others Involvement

There are times you may invite others, when appropriate, in your life to join the session to address your concerns. Anchor Recovery is unable to be held responsible for confidentiality breaches by others joining the session. This applies to group services as confidentiality is often discussed and it is the responsibility of group members to uphold confidentiality.

Records

A record of your file will be kept per governing law for 10 years after you turn 18. Your record contains administrative information, treatment notes, service dates, billing, etc. Records are kept in a secure HIPAA approved Electronic Medical Record system. Your records will not be released without your written consent unless it is warranted per our notice of privacy. You may request for your records. There are certain situations in which your provider may withhold the information and deny your request. There are situations in which there are charges (search fee and per page) for copies of your record (MN Statute 144.292).

Recordings

There are times when the provider or you may request to record a session. It is yours and the provider's choice to provide consent for recording and no negative response from your provider regardless of your choice. In such situations, if you and your provider are agreeing to a recording, a separate written consent for the recording from all individuals involved is a requirement. The consent will include the media it is recorded on; method of storage; date of the recording; purpose of the recording; proposed audience; reason for the recording; client's access to the recording; and if applicable, the date of recording destruction will be stated. All recordings without consent from all parties are not permitted and may lead to termination of individual recordings without permission.

Personal Electronic Devices

All your personal electronic devices are prohibited from use during the duration of programming services. You are agreeing to not use your personal electronic device to take pictures, record videos, transmit information, and any other actions deemed unsupportive of the environment. This is to maintain the privacy of all clients.

Communication with Others

Communication with others can be beneficial to the care that is provided. A signed release of information provides consent for communication. Anchor Recovery is not responsible for the breaches in confidentiality by those your information was shared with. Separate information on the limits of confidentiality are listed above.

Communication with Providers

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Communications with Anchor Recovery providers can be done by phone call, email, and through the client portal during your provider's identified hours. Messages can be left on voicemails for providers or on the main phone line. Emails will be limited to scheduling only. Communication is not guaranteed to remain confidential once it is left on voicemail, email, or other means of communication. It is our recommendation to keep messages brief and to discuss the matter during the session. Programming service is not provided over phone calls, text messages, email, or through the client portal messaging system. Calls related to coaching are not in the scope of practice at Anchor Recovery.

In the Community

There may be situations in which your provider or Anchor Recovery staff may be seen in the community. In these situations, we will not initiate communication to keep the relationship confidential. However, we are able to respond once communication is initiated without providing any details.

Social Media

The use of social media with providers at Anchor Recovery is not supported. This is to ensure confidentiality and to minimize dual relationships. Interactions through social media can compromise your confidentiality and privacy. You are welcome to follow us on our social media professional page.

Cancellations and No Show Appointments

Staff will be reaching out with each cancellation and no show to follow up. Staff will be reaching out to provide support and evaluate continuing services with client. There are exceptions to this as other arrangements may have been made or unfortunate events that are out of your control.

Termination (Ending)

Transitioning from services can be difficult and it is important to have a termination process to achieve some closure. The length of service depends on progress and successful achievement of goals.

- To end <u>with staff approval</u> means successfully achieving treatment plan goals and/or no longer meeting criteria of substance use disorder.
- You are able to end services at any time <u>against staff advice</u> by not communicating for two weeks, 3 late cancellations or no shows without a Continuing Treatment Agreement, not following the continuing treatment agreement within 2 weeks of agreement creation and choosing to discontinue services. It may be best to end services by having a conversation with your provider or any staff at Anchor Recovery to evaluate appropriate services, referrals, transition plans, or for support.
- Services may end <u>at staff request</u> due to concerns with physical harm against self or others, commission of a crime against an Anchor Recovery staff member or on Anchor Recovery's premises, and refusing the referral to a different level of care or transfer to another service.
- There are situations in which <u>referral to a different level of care</u> or <u>transfer to another service</u> is provided. The following situations meet this criteria: higher level of care is deemed more appropriate to address substance
- use concerns, mental health diagnosis or condition intensifying requiring higher level of care or is beyond Anchor Recovery's scope of practice, physical health interferes with ability to participate in services, and physical health that is communicable and endangers the health of others are left unaddressed.
- Sometimes services are terminated due to loss of financial support.
- Upon being <u>incarcerated</u>, services are terminated.
- Services are terminated with <u>Death</u>.

Upon termination, we are open to providing a letter with our contact and/or a list of qualified substance use programs for you to consider or you can choose someone on your own.

By signing this, I am agreeing that I have read, understand, and agree to informed consent for outpatient substance use disorder program terms to receive services that are being provided by Anchor Recovery.

| Signatures: | |
|---|-------|
| Client Signature: | Date: |
| If client did not sign, state the reason client did not sign. | |
| | |
| Parent / Legal Guardian Signature: | Date: |
| Staff Signature: | Date: |