

1527 Albia Road. Ottumwa, IA 52501. 641-682-8772. www.simhcottumwa.og simhc@simhcottumwa.org

Patient Name:	Patient DOB:	Date:	
Consent For Services: SOUTHERN IOWA MENTAL HEALTH CENTER (SIMHC)			
INFORMED CONSENT FOR SERVICES:			
I request Southern Iowa Mental Health Center (hereby referred to as SIMHC) to provide diagnostic, treatment, or other services for:			
		_ (Patient Name)	
DESCRIPTION OF SERVICES			

The following is a brief explanation of each service that is provided by Southern Iowa Mental Health Center:

**Therapy** is a service that assists individuals of all ages who are experiencing problems such as depression, anxiety/fear, difficulty in work/school, marital or family conflict, mood swings, irritability, anger/aggressiveness, difficulty in social/peer relationships, stress, or children at risk. Following an initial assessment, a plan of treatment is developed jointly by the provider and you (and parent/guardian in the case of minor). The frequency and duration of treatment varies and will depend on individual. This service is provided by master's level mental health professionals. Intake sessions will last 45-60 minutes while ongoing therapy sessions will run 20-45 minutes, depending on need. Therapy sessions are available in for: individuals, groups, family, couples, etc. and are available for children, adolescents and adults.

<u>Substance Use Services</u> is an IDPH licensed service that is offered for individuals who are experiencing problems related to the abuse and mis use of; alcohol, prescription medication, or other illegal substances. Clinical staff providing the service are trained and credentialed in the specialty practice of treating substance use disorders.

<u>Psychiatric Evaluation</u> is a service provided by psychiatrists (MD or DO), Psychiatric Physicians Assistants, or Nurse Practitioners to determine diagnosis and/or to determine the benefit(s) of medication therapy. Appointments will last 30-60 minutes, depending on need. This service may be delivered via telemedicine or in person. This service is available for children, adolescents or adults.

<u>Medication Management</u> is provided by psychiatrists (MD or DO), Psychiatric Physician Assistants, or Nurse Practitioners, along with the assistance of a Nurse, to prescribe and monitor psychotropic (mental health) medication therapy including side effects or adverse reactions, benefits, and interactions that may occur from use of other medications, substances, and medical conditions. Appointments will last 5-30 minutes, depending on need. This service may be delivered via telemedicine or in person. This service is available for children, adolescents or adults.

<u>Tele-Medicine</u> is a method of delivering behavioral health services using interactive telecommunications. It is provided using a combination of live interactive audio and video where the patient and the mental health professional are not in the same location. Tele-Medicine provides access and convenience to patients who would otherwise need to travel a greater distance to access behavioral health services.

<u>Long Acting Injectable Medication</u> is a service offered to medication management patients. This is medication delivered via an injection, that is ordered by the psychiatric prescriber, and has been shown effective in the treatment of the patient's condition. Patients are able to either bring in the prescribed injection, straight from the pharmacy, or have it delivered straight from the pharmacy to SIMHC and have a clinic nurse administer the injection on-site at SIMHC.



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Integrated Health Home Services is an added benefit for full Medicaid eligible persons to receive coordinated holistic care through a team of professionals including an RN, Care Coordinator, Family Support or Peer Support Specialist. The team will work with the patient, primary care doctor, mental health providers, and others who may be providing care, to ensure coordination and communication. The team will also assist in accessing other services as needed.

<u>Emergency Therapy Services</u> are provided to identified individuals that walk-in to SIMHC who are in need an emergency therapy session.

<u>24 Hour Emergency Crisis Line</u> is a service that is offered 24 hours a day, every day of the week by calling SIMHC at: 1-844-430-8520. This phone line is answered by trained crisis response staff and mental health therapists are available as needed to help individuals maneuver through their crisis, issues or concerns. This emergency crisis line is available to all residents of the area, and one need not be an established patient of SIMHC to use this resource.

23 Hour Crisis Observation & Holding Services provides short term crisis stabilization services to individuals who are 18 years of age or older, meet mental health crisis criteria and who are expected to resolve their crisis in 23 hours or less. This care offers an array of services including a nursing assessment, medication reconciliation/administering, crisis intervention and crisis evaluation. Patents admitted to this level of care will receive a Crisis Evaluation performed by a Mental Health Professional within the 23 hours.

<u>Crisis Stabilization Residential Services</u> provides short term crisis stabilization services to individuals who are 18 years of age or older, meet mental health crisis criteria and who are expected to resolve their crisis in 5 days or less. This level of care offers an array of services including nursing services, medication reconciliation/administering, crisis intervention, crisis planning, group therapies, daily contact with a clinician, crisis evaluation and referral/linkage to community resources/agencies.

<u>Subacute Care Facility Services</u> provides short term stabilization and prevention services to individuals who are 18 years of age or older, have a diagnosable mental health disorder, who are experiencing a high degree of impairment functioning outside a treatment program, who are high risk of danger to self/others and who lack adequate skills or social support. Subacute services provide daily mental health services, substance abuse services, social work care coordination services, medication reconciliation/administering, medication management and therapy services.

Assertive Community Treatment (ACT) provides a service-delivery model to individuals, ages 17 and above, with a team of professionals. Services offered include frequent contacts face-to-face and via phone multiple times per week by someone from the team, medication management, therapy, substance abuse services (if needed), nursing services, peer support services, employment services and community support services. The primary goal of ACT is recovery through community treatment and habilitation. This team is available to individuals 24/7/365.

<u>Community Support Services (CSS)</u> provides services to individuals ages 18 and above. Services offered include monthly in-person and telephonic contacts with a Community Support Specialist. The primary goal of CSS is for patients to increase their independence as they live and work in the community by managing their mental health symptoms.

### **INFORMED CONSENT**

I understand, as in the case of medical services, no guarantee can be provided that the concerns or issues for which I am seeking services will be resolved. Because mental health treatment is a cooperative effort between me and my provider, I will work with my provider in a cooperative manner to resolve my difficulties.



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I understand that during the course of my treatment, material may be discussed which will be upsetting in nature and that this may be necessary to help me resolve my concerns.

I understand that my demographic information and health data (excluding name) may be released for federal grant funding purposes.

I understand that confidentiality of records of information collected about me will be held or released in accordance with state and federal laws regarding confidentiality of such records and information, as is outlined in the Privacy Notice provided to me.

I understand that my provider may disclose any and all records pertaining to my treatment if necessary for claims processing, care management, coordination of treatment, quality assurance or utilization of this facility and to the extent necessary to facilitate the provision of administrative and professional services according to state and federal laws

I understand that I have the right to inspect the mental health records pertaining to my treatment under the supervision of my provider or administration at SIMHC. I have a right to a copy of my record and to an electronic copy of my electronic health records.

I understand that state and local laws require that my provider report all cases in which there exists a danger to self or others. This may include a report to appropriate law enforcement staff.

I understand that there may be other circumstances in which the law requires my provider to disclose confidential information and this is outlined in the Privacy Notice provided to me.

I understand that prior to February 1, 2012 my records will be kept for a period of seven years after the last date of service with SIMHC (a Brief Service or Intake and Discharge Summary and this Consent Form will be kept perpetually). In the case of minors, records will be kept until the age of 25 or seven years after the last date of service, whichever is longer. After February 1, 2012, records are stored electronically and will be archived indefinitely.

I understand that if I choose to receive services using Tele-Medicine, there are potential risks that include, but may not be limited to, interruptions, unauthorized access, and technical difficulties. I further understand that I have the right and the clinician has the right to end the session at any time if it is felt the videoconferencing connections are not adequate to perform the service. I also understand that the laws that protect privacy and confidentiality of health information also apply to the health information obtained in the use of Tele-Medicine. I understand that I may choose to withdraw my consent to the use of Tele-Medicine at any time and opt for the other methods of treatment.

I understand that communicating through email, text messaging, and other technology may not be completely secure. I further understand that SIMHC professionals will not engage in therapeutic or emergency/crisis services using email or text messaging. If I have a mental health emergency or crisis, I understand that I need to call the SIMHC off where I am being seen, or if after hours, I will call the Emergency On-Call number (1-844-430-8520) as outlined above, or will present to the Access Center for emergency care. SIMHC may engage in limited use of email or text messaging to include, but not limited to, appointment reminders or to communicate additional resources or educational material. I may opt out of receiving communications through email and/or text messaging by contacting SIMHC.

I understand that I cannot bring any weapons into any SIMHC location, even with a permit to carry.



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I understand SIMHC office locations and hours of operation can be viewed on the agency website located at www.simhcottumwa.org. A paper copy is available upon request.

I understand a copy of the SIMHC Consent to Treat, as well as a copy of the SIMHC Privacy Practices, can be viewed on the agency website located at www.simhcottumwa.org. A paper copy is available upon request.

I understand no illegal drugs or alcohol will be brought into any SIMHC location.

I understand that recording devices of all types are prohibited on the premises of all SIMHC offices. No recording of private therapy or consulting sessions is allowed in any form, which includes phone recordings, unless all parties are consenting.

#### **PATIENT RIGHTS**

I have read and/or had explained to me the basic rights of individuals who undergo treatment at SIMHC. The rights include:

- 1. All patients shall receive the same quality of care without regard to race, color, creed, sex, age, sexual orientation, social or economic status, political belief, or type of problem. Language barriers, cultural differences, and cognitive deficits are taken into consideration and provisions are made to facilitate meaningful consumer participation in services.
- 2. Persons with mental illness, intellectual disability, and other developmental disabilities have the same fundamental rights as all persons. Rights can be limited only with the informed consent of the patient, the patient's guardian, or legal authorities within the following guidelines: the limit is based on an identified individual need; skill training is in place to meet the identified need; periodic evaluation of the limit is conducted to determine the continuing need for the limitation.
- 3. Individuals in need of any service provided by SIMHC have the right to be provided that service, with as little delays as possible.
- 4. Only information essential to an orderly and productive delivery of service shall be required from an individual or family as a condition for service.
- 5. Patients will be required to participate only in procedures that are essential to the delivery of care commensurate with their need(s). Patients shall be informed of the costs of services offered to them.
- 6. Patients shall be provided descriptions of the predominant hazards, which may exist in any unusual treatment procedure. SIMHC will not perform any research without consumers written, informed consent.
- 7. Patients identities will be protected unless information must be communicated appropriately as outlined in the Privacy Notice provided to me.
- 8. Individuals admitted into voluntary outpatient, evaluation, or emergency care would not, by any routine or administrative action, be enrolled in any greater level of care without a full explanation or opportunity to participate in such decisions.
- 9. Patients shall have the right to refuse any service or method of treatment.



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- 10. Patients shall have the right to be treated without loss of dignity, individuality, privacy or respect. Patients shall be addressed in a manner that is appropriate to their chronological age.
- 11. Patients will be provided opportunity to participate in the formulation of the plan of treatment and services provided to them by SIMHC.
- 12. Patients have the right to have an Advanced Psychiatric Directive and the reasonable expectation that SIMHC will follow the Directive where possible. Patients must inform SIMHC in advance of this Directive.
- 13. Patients shall have the right to receive an understandable explanation of their diagnosis and the services provided, including the procedures involved and the expected results and duration of those procedures and services.
- 14. Patients have the right to appeal SIMHC actions or decisions pertaining to decisions made regarding their care and services. The Appeal/Grievance Procedure must be adhered to, as outlined in the Appeal/Grievance section below.

#### **PATIENT RESPONSIBILITIES**

I understand that it is my responsibility to inform my primary medical doctor of any medications prescribed in the course of my treatment at SIMHC.

I understand that it is my responsibility to inform SIMHC that I am the guardian for the patient who is requesting services as well as present SIMHC with guardianship paperwork that proves I am guardian before services can be received.

I understand that it is my responsibility to inform SIMHC of any medications I am currently taking, past and present medical/health problems or illness, and any unusual changes in my health condition.

I understand that it is my responsibility to keep my appointments and contact SIMHC by noon the day before my scheduled appointment if I am not able to keep my appointment. Cancellations with less than 24 hours' notice will be considered a No-Show. I further understand that if I have three No-Shows, I may be subject to "Same Day Scheduling" and will not be allowed to make appointments ahead of time.

I understand that it is my responsibility to be honest and provide accurate and complete information about myself.

I understand that it is my responsibility to understand my problems and the services being provided. If I do not understand my problems and the services being provided, I will discuss this with my provider. I understand the success of the service requires my full cooperation.

I understand that it is my responsibility to follow my plan of treatment, as established by me and my service provider, and inform my provider of any changes in my condition or circumstances that may affect my plan of treatment.

I understand that it is my responsibility for the results of my decisions including those that may result when I refuse to follow the plan treatment and/or the instructions to achieve it.

I understand that it is my responsibility to respect the rights, privacy, and property of staff and other patients I may come into contact with while receiving services at SIMHC.



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I understand that it is my responsibility to follow the NO WEAPONS policy. SIMHC does not allow weapons of any kind on any of our premises and I agree to not carry or bring a weapon of any kind on any SIMHC premises.

I understand that it is my responsibility to refrain from making unreasonable demands on the time and services of SIMHC personnel.

I understand that it is my responsibility to follow the Medication Refill Request Procedure or I may not get the prescription renewed/refilled prior to running out of the medication. In general, SIMHC does not authorize medication refills without a visit with the prescriber.

I understand that it is my responsibility to understand my insurance benefits and agree that financial obligations to SIMHC for services provided will be taken care of quickly. I further understand that payment is due at the time of the service. If I am unable to meet my financial obligations to SIMHC, I can ask for a fee consultation. I understand that SIMHC has available a sliding fee scale and that it is my responsibility to enquire about that if I need assistance in paying for my services.

#### TREATMENT OF MINOR CHILDREN

I understand that both parents retain a legal right to receive information about their child unless SIMHC is presented with legal proof that there is a no-contact order or termination of parental rights. The non-custodial parent has the right to know that their child is being seen as it pertains to State and Federal laws.

I understand that SIMHC clinical staff do not engage in custody determination or give opinions pertaining to custody or visitation arrangements.

I understand that SIMHC will bill any amount due after third-party payment to the person who is signing this agreement. I understand that it is my responsibility to secure payment for any amount owed by the other parent.

I understand that SIMHC clinical staff are Mandatory Child Abuse Reporters and must report to the Department of Human Services if they suspect physical, sexual, or emotional abuse, denial of critical care, or neglect.

I understand I have the responsibility to be involved with my child's treatment as recommended by the clinician.

### **INFORMATION ABOUT MEDICARE AND MEDICAID**

I understand Medicare and Medicaid Insurance will not reimburse both a therapy and a psychiatric service provided on the same day.

I understand if I carry Medicaid insurance I cannot be charged any out of pocket expenses for any service at SIMHC.

### INFORMATION AND AGREEMENTS REGARDING PAYMENT & INSURANCE

### I understand and agree to the following conditions of payment for professional services at SIMHC:

1. It is my responsibility to contact or respond to my insurance carrier for any restrictions or requirements. If I fail to do so, I will be responsible for the full fee.



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- 2. I have the right to restrict information disclosed to a health plan. The full fee will be charged to those who have insurance coverage, but choose not to file or refuse to sign an ROI. I will be responsible for paying the full fee at the time of service.
- 3. To release information necessary to process claims to a third-party payer of a ROI may be required to allow for sharing of information. This information may include name, age, sex, address, insurance number, patient number, diagnosis, dates of service, length of service, provider name, type of treatment rendered, and my treatment plan and progress notes, if I choose to have the service billed to my health plan.
- 4. That if I carry group insurance through my employer, my employers benefit department may be provided this information.
- 5. That a psychiatric diagnosis is often required to secure third-party reimbursement.
- 6. That my third-party payer(s) will reimburse SIMHC directly for services rendered and billed. And if for some reason, the insurance company pays me directly, I will in turn pay that amount to SIMHC.
- 7. It is my responsibility to complete the application process if I request financial assistance. I understand staff at SIMHC utilizes the assistance of the South Central Behavioral Health Region, or an internal siding fee scale, in determining the amount of financial assistance I am eligible for. This application process shall be completed at the Region office. The sliding fee scale application shall be completed with SIMHC staff at the SIMHC office. Either application for assistance shall be completed prior to services being rendered at SIMHC. I agree to pay the established percentage/amount determined by the Region office or SIMHC staff. I further understand that if my account becomes delinquent and I am turned over to a collection agency that my fee will defer to the full fee charged for the services rendered.
- 8. That payment and co-payment is due at the time services are provided, unless a payment plan has been established.
- 9. If, in the judgment of the staff of SIMHC, my income information has been reported fraudulently, or if my account becomes delinquent, I understand that the staff of SIMHC has the right to release my name and account information to a private collection agency.
- 10. That if I fail to make payments under the terms of this agreement, a fee conference with SIMHC staff may be required before further professional services will be provided to the above-named patient.
- 11. I will submit a current insurance card and notify staff at SIMHC of any changes in my insurance. I realize I will be charged full fee until current information is provided.
- 12. It is my responsibility to notify insurance card holder, if other than myself, that their insurance or the insurance card holder will be billed for payment of these services.
- 13. That if services are supported by third-party payers, those services may be subject to audit by authorized representatives of those payers for purposes of verifying the fact of service and I consent to reviews of services rendered for such purposes. I further understand that such audits will not involve sharing information other than that authorized by state and federal laws as outlined in the Privacy Notice provided to me relating to disclosure of mental health information.
- 14. That if SIMHC is subpoenaed or ordered to appear in court by my attorney or the court in relation to the subpoena, the current rate established per hour for all time away from the office will be charged. Providers are not



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paid for their testimony but are compensated for their time away from their practice at SIMHC. Sliding scale fees do not apply to these charges. I further understand that a fee will be charged to me or my attorney for copying, mailing, or faxing any records in relation to a court order or subpoena. A fee will be charged for any reports/summaries/letters that are produced in relation to a court order or subpoena. 15. A fee may be charged for any reports requested for non-treatment activities including, but not limited to, Workman's Compensation, Disability Determination, and fitness for duty determinations. For your convenience, we offer the following methods of payment. Please check which you prefer: Cash Personal Check Credit Card **Debit Card** \*\* This is a required section \*\* Any outstanding balance may be charged to my credit card. I understand that I will be asked for this credit card information at the time I present for services. INFORMATION ABOUT CONFIDENTIALITY According to state and federal laws, any information you provide to any staff member at SIMHC is confidential and privileged information and cannot be revealed to others without your written consent. This includes spouse, family, friends, courts, attorneys, employers, and law enforcement. However, there are exceptions to full confidentiality. The following are general exceptions to full confidentiality. You have been given a Privacy Notice that notifies you of specific confidentiality rules and how information about you may be disclosed. 1. All SIMHC staff are mandatory reporters of child abuse and dependent adult abuse, and a report to the Department of Human Services (DHS) will be made if such abuse is suspected. 2. If SIMHC staff believes that a patient is in danger of harming self or others, the SIMHC staff will act to prevent harm from occurring. Those actions may include providing information about the patient to others. This may include informing law enforcement staff. 3. The parent or legal guardian of a minor has the right to information, in most cases. Exceptions include cases where releasing information to a parent or legal guardian may cause harm to the minor child and/or it is in the best interest of the child not to release information. 4. Limited information about a patient who is diagnosed as having a chronic mental illness may be released to a spouse, parent, adult child, or adult sibling if the disclosure is necessary to assist in the patient's care or treatment, unless the consumer specifically restricts disclosure to a spouse or family member, or if protected 42 CFR Part 2 information. 5. Periodic reports will be made to the court about the status of consumers who are court-ordered to receive services at SIMHC as allowed by State and Federal laws.

6. SIMHC staff members must provide information that is required by a court order.



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- 7. On occasion, SIMHC providers consult with other mental health professionals. During those consultations, the patient's identity is not revealed, and those consultants are legally bound to maintain confidentiality with respect to those consultations.
- 8. During accreditation surveys or reviews, representatives of the Iowa State DHS and/or representatives of the Iowa Department of Public Health and/or the Iowa Department of Inspections and Appeals and/or the South Central Behavioral Health Region may check patient records for compliance with state standards. Those reviewers are required to keep all patient information confidential.

### APPEAL/GRIEVANCE PROCEDURE:

All patients who receive services from SIMHC have the right to express their concerns without fear of restraint, interference, coercion, discrimination, reprisal, or retaliatory action. This principle also applies to any person taking part in an appeal representation, either as a witness or employee representative. Any patient who feels that he/she has been subject to unfair treatment will have the right to appeal.

It shall be the responsibility of SIMHC authorities to hear promptly and courteously all appeals registered in good faith by patients of services provided by SIMHC, and to clarify misunderstandings and make reasonable adjustments of complaints. All problems will be settled whenever possible at the lowest level. If you feel the issue is not resolved, you may follow the appeal process below.

Any SIMHC patient/client may appeal any action by SIMHC staff when he/she feels is in not in their best interest through the following steps:

- 1. When a patient is dissatisfied with a Center service or decision, he/she may obtain a copy of the Patient and Employee Grievance Form from the Center receptionist. The patient should, in writing, indicate the nature of the complaint and return the completed form to the receptionist. A copy shall be made and given to the patient. Patients have 30 days from the date of the incident, to file a formal grievance under this process.
- 2. Upon receipt of a completed form, the receptionist shall notify the Executive Director immediately.
- 3. Within two weeks of receipt of a completed form, the Executive Director shall meet with the Center staff involved with the patient's care to discuss the complaint.
- 4. The Center staff involved with the care shall then meet with the patient within two weeks from meeting with the Executive Director, regarding the complaint and attempt to resolve the difference. The conversation shall be documented in the patient's medical chart. This is not a billable service.
- 5. If the patient is still dissatisfied, after meeting with the Center staff involved with the patient's care, a request can be made through the Center Receptionist to meet with the Executive Director. This request must be made within two weeks of meeting with the clinical staff involved.
- 6. The Executive Director shall meet with the patient, within two weeks from receiving the request for a meeting, and attempt to resolve the difference. The conversation shall be documented in the patient's medical chart.
- 7. If the patient is still dissatisfied after meeting with the Executive Director, a request can be made through the Center Receptionist to meet with the Executive Committee (Board Chairperson plus three designees) of the Board of Directors. This request must be made within two weeks of meeting with the Executive Director.
- 8. The Executive Committee shall meet with the patient, within four weeks from receiving the request for a meeting, and attempt to resolve the difference. The conversation shall be documented in the patient's medical chart.



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9. If the patient is still dissatisfied after meeting with the Executive Cor has the right to seek legal counsel though the court system. If the part must sign a release of information allowing SIMHC clinical staff to distance and the Board Member can understand the issue. If the part decision will be considered final. The Chair has <b>fifteen (15)</b> working day that shall be in writing.	tient is presenting the complaint, the patient iscuss the case so that confidentiality is not tient refuses to sign, the Executive Directors		
I have read, reviewed, and received a copy of the above information. I understand and agree to abide by the above information for all the services that I receive at SIMHC. My signature below and my initials on each page attest to my review, understanding, and acceptance of the information outlined in this Consent to Services.			
Parent/Patient Signature:	Date:		
Witness Signature (if available):	Date:		