

Confidentiality Notice and Consent to Treat and Bill



IMPORTANT INFORMATION FOR ALL CLIENTS AND PATIENTS RECEIVING SERVICES THROUGH HealthRIGHT360

Confidentiality is an issue frequently raised by persons receiving our services, especially, for patients or clients receiving both medical and/or behavioral health services from one or more of our programs. Under Federal Confidentiality Regulations (HIPAA & 42 CFR Part 2) internal communications does not require authorization when the communication relates to treatment, payment & operations within an organization.

As a healthcare organization, we are aware of your need to feel safe to talk about the issues that concern you. We work hard to gain your trust and create a safe place for you to heal. That's why we work as a team and believe it is important that you understand that we share information when it is necessary to help you reach your treatment goals. Your primary care and behavioral health clinicians may need to coordinate your treatment and share information that is relevant to your health as a whole.

You are encouraged to discuss with the staff any concerns or feelings you may have regarding confidentiality at any point in your treatment.

1) CONSENT TO TREAT

I, _____, am voluntarily seeking medical, behavioral, dental care and treatment from HealthRIGHT 360 (HR360), give permission to the medical, dental, and behavioral health staff to examine me, make diagnoses, and provide treatment to me in accordance with the information, explanations and recommendations they provide me.

2) CONSENT TO BILL

- If I do not have medical or dental insurance, I understand that I am responsible for all charges incurred and that I will plan to pay or be billed for any outstanding balances in accordance with HealthRIGHT360 billing policy;
- If my insurance is accepted, I authorize payment of benefits to HealthRIGHT360 or will reimburse HealthRIGHT360 if I am paid directly by my carrier;
- I hereby authorize that HealthRIGHT360 may furnish information concerning my illness and treatment to my insurance carrier(s) in accordance with its privacy policy;
- I am advised that any tests (blood work and other specimens) sent to an outside laboratory will result in additional charges that will be billed to my insurance carrier and/or will be billed directly to me by the laboratory;
- I understand that my insurance may not cover all charges deemed medically necessary by HR360;
- I also understand that I am responsible for any part of the charges that are not covered by my insurance and I will be billed directly for those services.

Date:

Patient Signature:

Patient Name:

Translator's Name, if applicable

Translator's Signature, if applicable:

I have read this consent, received a copy, and accept its conditions. I also understand that I can withdraw my consent and stop receiving services from this program at any time. Further, I understand the Consent for Services and may also be terminated by HEALTHRIGHT 360 with causation.

HR360 Notice of HIPAA Privacy Practices Summary



This notice describes how HealthRIGHT 360 (HR360) medical clinics may use and share medical information about you, and how you can get access to this information. **Please review this Notice carefully.**

Pledge: Employees of HR360, its affiliates and contract providers understand that information about you and your health is personal. They are committed to protecting your health information.

Who will follow the rules in this notice: HR360 employees, its affiliates and contract providers, must follow these rules.

You have the right to: *(please see possible exceptions in the available full Notice)*

- Ask to see, read and/or obtain a copy of your health record (charges may be necessary).
- Ask to correct information that you believe is wrong in your health record.
- Ask that your health information not be shared with certain individuals.
- Ask that your health information not be used for certain purposes; for example, research.
- Ask HR360 to send copies of your health record to whomever you wish (charges may be necessary).
- Be informed about who has read your record (for reasons other than treatment, payment and program improvement purposes).
- Specify where and how HR360 employees may contact you.
- Receive a paper copy of the HR360 Notice of Privacy Practices (available in the waiting room).

HealthRight 360 medical clinics may use and disclose your health information for the purposes of treatment, payment and health care operations,

- To improve the quality of care you receive, health information may be shared by providers, both within HR360 for our own treatment purposes, and to inform the treatment that you receive from another health care provider. This sharing may include health information regarding mental health, substance abuse, HIV/AIDS, sexually transmitted infections (STI), and developmental disabilities.
- Health information may be shared to obtain payment for services that are provided to you, to assist you to pay for your care, or to obtain prior approval for treatment.
- Health information may be shared for health center operations, such as to run our facilities, make sure that all health center patients receive quality care, improve health care delivery, and for learning purposes.
- There are circumstances when health information about you will not be shared unless you first give your permission for it to be shared: such as when you receive services for mental health, substances abuse, or STI, or for some research purposes
- See the attached "Notice of Privacy Practices" for more information. If you have concerns about how your health information might be (or has been) shared, please speak with your provider or call the Vice President of Compliance at 415-762-3700

If you believe your privacy rights have NOT been maintained while receiving HR360 services, you may file a complaint with HR360, or with the Secretary of the U.S. Department of Health and Human Services. To file a complaint with HR360, send the complaint to the Vice President of Compliance at 1735 Mission Street Ste 2050 San Francisco CA 94103, or call 415 762-3700. To file a complaint with the Secretary, the address is U.S. Dept. of Health and Human Services, Office of Civil Rights, Attn: Regional Manager, 50 United Nations Plaza, Rm. 322, San Francisco CA 94102. You will not be penalized in any way for filling a complaint.

I acknowledge receipt of the HR360 "Notice of Privacy Practices." I understand that my signature does not authorize disclosure, but only acknowledges that I have received a copy of the Notice attached.

Date:

Patient Signature:

Patient Name:

Interpreter:

Legal Guardian Signature (if patient is under 18 years old):

Patient/client declined to sign (staff signature):

Patient/client unable to sign (witness signature):

Reason unable:

HealthRight 360 Medical Clinics 1563 Mission Street, San Francisco, CA 94103 www.healthright360.org/415.746.1940

ACCESSING SERVICES

We offer both scheduled appointments and drop in access – please let us know if you have a preference. Keep in mind if you choose to make a scheduled appointment, please be aware that a “no-show” is when you miss a scheduled appointment without calling 24 hours in advance to cancel. After three (3) no-shows within the last 12 months, you will not be allowed to schedule a future appointment (any existing future appointments may be cancelled); however, you may still use drop in access to see your care team. We want to provide the best care possible for you but ask that you be respectful of our provider’s time.

By signing below, you agree to abide by these policies set forth by Healthright 360 medical clinics. If this agreement is violated in any way, as determined by HealthRight 360 medical clinics, you will be subject to the disciplinary actions outlined above.

COMMUNITY AGREEMENTS

This is our safe space and we create it together every day. As a partnership of clients, patients and staff, we are committed to:

- Building and empowering communities
- Respecting ourselves, each other, and this space
- Ensuring the safety of all clients and staff
- Maintaining confidentiality

RULES AND REGULATIONS

HealthRIGHT 360 provides a safe environment for clients and staff. All clients and staff are expected to treat each other with mutual respect.

By signing this agreement, I agree that:

1. I will not verbally threaten or engage in aggressive behavior with staff, clients, or any other person on clinic grounds.
2. I will not discriminate, mistreat others, or use language offensive to others based on race, ethnicity, language, sexual orientation, gender identity, gender expression, surgery status, sex, health, mental health status, disability, history of drug use, age, occupation, immigration status, religion, or economic status.
3. I will wait patiently when I present myself for clinic services.
4. I will comply with clinic staff requests.
5. I will communicate with staff when I am feeling triggered or upset and ask for assistance
6. I will not consume alcohol, drugs, or other intoxicants in the clinic
7. I will respect all members of my clinic team at all times
8. I will respect the property of others and will not steal, damage or destroy belongings from participants, staff, or HealthRIGHT 360.
9. I will not engage in sexual activity of any kind on the premises.
10. I will not camp out or hang out in the clinic or waiting room without an appointment with or use the space for personal storage (the agency is not responsible for client belongings; leaving items unattended is done so at your own risk).
11. If I have a service animal, I will not leave the animal unattended (proof that an animal is a service animal may be required).
12. This is not an exhaustive list; staff may restrict other inappropriate behavior at any time.

Accessing Services and Community Agreements



HealthRIGHT 360 Staff agree to:

1. Meet your service needs to the best of our ability given our resources
2. Communicate with you in a respectful way
3. Be available to answer any questions regarding your medical care to the best of our ability
4. See you as close to your regularly scheduled appointment as possible
5. Communicate with you any delay in providing services
6. Review and discuss all grievances filed by you and respond within 30 business days
7. Respond to calls including refill requests within 72 hours

CONSEQUENCES FOR VIOLATING COMMUNITY AGREEMENTS

Our goal is to encourage clients to enjoy HealthRIGHT 360 and never be suspended from using services. If clients break any of the Community Agreements, they will receive a warning or **SUSPENSION OF SERVICES (SOS)***, depending on the nature of the incident. Repeated incidents may lead to increasing suspensions or permanent termination of services.

Description of Incident	Consequences
Violence or threats of violence	At least a 6-month suspension. Conditional re-entry.
Theft from participants, staff, or HealthRIGHT360	At least a 90-day suspension
Destruction or damage of property of participants, staff, or HealthRIGHT360	At least a 90-day suspension
Using or selling of alcohol and/or illicit drugs at or HealthRIGHT 360	At least a 30-day suspension
Verbal harassment or intimidation of staff, participants, or other community members	Warning (first time) At least a 30-day suspension after
Discrimination or mistreatment based on race, ethnicity, language, sexual orientation, gender identity, surgery status, sex, health, mental health status, disability, history of drug use, age, occupation, immigration, or economic status	Warning (first time) At least a 30-day suspension after
Sexual conduct	Warning (first time) At least a 30-day suspension after
Other inappropriate behavior	Warning or SOS

*Note: suspension of services will officially begin after staff delivers a suspension notice to client

By signing, I understand that violation of these Community Rules and Regulations may result in the suspension or termination of services. I understand that if I display behaviors outlined above, I will be asked to leave the agency and may return when I am calm only once I have met with a manager. If I refuse to leave, security will be notified, and I will be escorted out of the agency and away from the premises.

Date:

Patient Signature:

Patient Name:

Legal Guardian (if patient is under 18 years old)

External Rx History Consent



I authorize HealthRIGHT360 to view my external prescription history via the RxHub service in our electronic medical records system.

I understand that prescription history from multiple other unaffiliated medical providers, insurance companies, and pharmacy benefit managers may be viewable by my providers and staff here, and it may include prescriptions back in time for several years.

MY SIGNATURE CERTIFIES THAT I READ AND UNDERSTOOD THE SCOPE OF MY CONSENT AND THAT I AUTHORIZE THE ACCESS.

Date Signed:

Patient (or Guardian) Signature:

Patient Name (printed):