



Consent and Agreement for Clinical Treatment & Rights Disclosure - Minor

Groff & Associates, LLC is committed to provide quality, professional healthcare to all of our clients. The treatment information is handled with the utmost care to ensure privacy. This document is for consent and agreement for clinical treatment, integrative healthcare, and to understand client rights and the Agency's rights.

I, _____, hereby attest that I have voluntarily given my consent for treatment of
(Parent/Legal Guardian First and Last Name)
the given Minor or Minor person under my legal guardianship at Groff & Associates, LLC, hereby referred to as the "Agency." Further, I consent and agree to have the Minor's treatment provided by any independent contractor, healthcare professional associated with the Agency, or Master's level Resident or Intern in collaboration with his/her approved licensed supervisor, under the terms of this agreement.

Any person providing services is a third-party beneficiary to this agreement and may enforce any rights hereunder. The rights, risks and benefits associated with the treatment have been explained to me. I understand that treatment may be discontinued at any time by either party. The Agency encourages that this decision be discussed with the treating clinician and any other appropriate healthcare provider. This will help facilitate a more appropriate plan for discharge.

Policies Regarding Minor Treatment and Associated Treatment of Responsible Persons/Family: As a general policy, Agency requires the cooperation and participation of each of the Responsible Persons in the treatment of a Minor, and if recommended, the participation of any or all necessary Minor's family members. Agency's policies related to these requirements and the additional requirements for Minor's consent are set forth in greater detail in the **Agreement Regarding Minor Children**, also provided.

Non-Voluntary Discharge from Treatment: The Minor may be terminated from the Agency non-voluntarily if:

- A) The Minor and/or any Responsible Persons exhibits any physical violence, verbal abuse, carry weapons, or engage in illegal acts at the Agency and/or,
- B) The Minor and/or any Responsible Persons refuses to comply with stipulated program rules, refuse to comply with treatment recommendations, do not provide the appropriate forms upon initial treatment, or do not make payment or payment arrangements in a timely manner and/or,
- C) The Minor and/or any Responsible Persons does not attend scheduled appointments for two (2) consecutive sessions without notifying the Agency twenty-four (24) hours prior to the scheduled appointment indicating inability to attend the appointment.

One or all Responsible Persons will be notified of the non-voluntary discharge immediately. You may request continuation of services with the Clinical Director, which shall be at his or her sole discretion, and/or you may request to re-apply for services at a later date.

Client Notice of Confidentiality: The client record ("designated record set") and all subsequent or additional protected health information maintained by the Agency is protected by Federal and/or State laws and regulations. Generally, the Agency may not disclose to a person outside the Agency that my child attended treatment or disclose any information identifying my child as an alcohol or drug abuser unless:

- A) Responsible Person consents in writing and/or,
- B) The disclosure is allowed by a court order and/or,



- C) The disclosure is made to medical personnel in a medical emergency, or to qualified personnel for research, audit, or program evaluation, or
- D) The disclosure is otherwise permitted or required pursuant to HIPAA and our policies and procedures.

Federal and/or State laws and regulations concerning confidentiality do not generally protect or restrict information about a crime committed by a person, including a client, either at the Agency, against any person who works for the program, or about any threat to commit such a crime. Federal laws and regulations do not protect any information about suspected child, vulnerable adult abuse, or neglect from being reported under Federal and/or State laws to appropriate State or Local authorities. In addition, there are laws and standards, which can require such disclosures under certain circumstances.

Clinicians are required to report admitted prenatal exposure to controlled substances that are potentially harmful. It is the Agency's duty to warn any potential victim, when a significant threat of harm has been made. In the event of your death, your spouse or an authorized minor's parent or legal guardian may have a right to access your records.

Professional misconduct by a clinician must be reported by other clinicians, in which case related client records may be released to substantiate disciplinary concerns. Legal custodial parents or legal guardians of non-emancipated minor clients may have the right to access your records.

Third-Party Payer Rights: In order for the Agency to contact the applicable insurance company on behalf of my child's treating clinician, this consent must be signed by the appropriate Responsible Person(s) to enable the Agency pre-authorization to request eligibility and benefit information, to file any insurance claim or process necessary paperwork. Client data of clinical outcomes may be used for program evaluation or with my child's insurance company, but Protected Health Information (PHI) as stipulated by the Department of Health and Human Services will not be disclosed to any outside sources without an **Authorization to Release Information** form, except as permitted or required. I hereby consent to the disclosure of client records to any listed third-party payer for the purpose of receiving payment reimbursement. This includes a health insurance company and Employee Assistance Program (EAP) providers. The Agency is not responsible for any client disclosure (i.e. diagnostic information, date of service, billing information, etc.) from a health insurance company to the primary insured.

Telemedicine Services: I understand telemedicine is the use of electronic information and communication technologies by a healthcare clinician to deliver services to my child when he/she is located at a different location or site than the site my child's is located. I understand the telemedicine session will be done through a two-way, HIPAA compliant, audio/video link-up. The healthcare clinician will be able to see my child's image on the screen and hear my child's voice. My child will be able to hear and see their healthcare clinician. I understand the laws protecting privacy and the confidentiality of medical information, including HIPAA, also apply to telemedicine. I accept the responsibility to have a PC, laptop or mobile device that has a strong Internet connection in order to have an effective telemedicine session for my child. I will be responsible for any copayments or coinsurances that apply to my child's telemedicine visit. I understand I have the right to withhold or withdraw my consent to the use of telemedicine in the course of my child's care at any time and realize it may affect my child's ability to continue treatment with their assigned healthcare clinician. My child's assigned healthcare clinician will discuss my options with me should I decide to no longer continue with telemedicine services for my child.

Disclaimers and Limitations of Liability: I understand, agree, and conclusively stipulate that Agency does not direct or control the services provided by its independent contractors, has no duty to direct, control, supervise, or train its independent contractors, and Agency is not responsible for the acts or omissions of its independent contractors. All healthcare clinicians are presumed to be independent contractors unless I am affirmatively and conclusively told otherwise. All independent contractors are properly licensed and insured, and are employees of their own independent legal entities. It is expressly understood and agreed that the Agency's liability is limited to the fees paid for services and in no event will



the Agency be liable for any special, incidental, consequential or indirect damages. It is intended this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including but not limited to negligence, breach of contract, or any other claim whatsoever.

Missed Appointments and Cancellations: If my child is unable to keep a scheduled appointment with the clinician, I understand a twenty-four (24) hour advance notification is required by either calling my child’s clinician directly or the business office at (317) 474-6448 x102. If this notice is not given, the **FULL SESSION FEE** will be charged for late cancellation(s) or missed appointment(s). If you are utilizing your insurance, a **FULL SESSION FEE** is defined as the fee your insurance carrier is contracted to pay your clinician at time of service not merely your co-pay.

Payment Due at Time of Service: I hereby acknowledge that all fees are due at the time of service and are to be made payable to: Groff & Associates, LLC. Payment can be made by either by: check, cash, authorized credit/debit card, or HSA insurance card. The Agency is not responsible for any HSA insurance card that doesn’t approve my child’s clinical treatment. As such, any declined HSA insurance card is my responsibility and I must provide another form of payment at the time of service. Any nonsufficient funds (NSF) received via a check or bank/debit card will result in a fee of Thirty-Dollars (\$30.00). When appointment fees are not paid in a timely manner, I understand a collection agency may be given appropriate billing and financial information about me, but will not receive of my child’s clinical information. If my insurance company doesn’t provide financial reimbursement for my child’s treatment or is cancelled at any time during treatment, I am responsible for any of the outstanding balance.

Direction to Disclose My Child’s Protected Health Information: I hereby direct the Agency to disclose my child’s protected health information directly with the following: parent, legal guardian, responsible party and/or family member(s) who are involved in my child’s care (not to an outside third-party), and I direct that it is in my child’s best interest to do so:

My signature below indicates that I understand the rights of this Agency and acknowledge I have read and understand the Notice of Privacy Practices form. I hereby consent to my child to receive Minor treatment and agree to abide by the above stated policies and agreements with the Agency.

Signature of Responsible Person

Date

Printed Name of Responsible Person

Printed Name of Minor Child