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#### ALOHA AND WELCOME TO GINO BEHAVIORAL HEALTH!

We are glad you have selected Gino Behavioral Health (GBH) as your treatment provider! Our mission is to provide the highest level of comprehensive and integrated therapy, advocacy, and mental health and addiction treatment in a safe environment. Individuals and groups who have entrusted us with their care are empowered and nurtured on their journey to wellness.

Please read through this handbook to familiarize yourself with our agency. During your first visit, a team member will review this handbook with you.

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GBH received a three year CARF accreditation. CARF international accreditation demonstrates a program's quality, transparency, and commitment to the satisfaction of the persons served. CARF International is an independent, nonprofit accreditor of health and human services. For more information call Toll free (888) 281-6531 or visit <u>www.CARF.org</u>

#### Mission

GBH's mission is to provide a variety of behavioral health trauma-informed services to promote the physical, emotional, social, spiritual, and educational development of our clients. We will work to break down prejudices and barriers so that all people - regardless of race, gender, sexual orientation, nationality, creed, or social/economic status - can have a truly equal opportunity to live up to their potential.

#### Philosophy

GBH's philosophy is putting people first. GBH believes that recovery and wellness are possible. GBH is dedicated to employing providers who are trained and skilled in evidence-based practices and to providing ongoing training, supervision, and quality assurance activities.

#### Vision

To provide professional, innovative, quality, and trauma-informed behavioral health care and substance use treatment.



### **STAFF CONTACT INFORMATION**

GBH main line808.450.3010
<u>Chief Executive Officer and Owner</u> Antonio Gino, PhD808.383.9834
<u>Chief Operations and Compliance Officer, Co-Owner</u> Alissa Gino, LMHC, CSACalissa@ginobehavioralhealth.com
<u>Medical Director</u> Dr. Donna Sliwowski808-538-2804 Psychiatrist
<u>Clinicians</u> Antonio Gino, PhD808.383.9834 Miriam Goldberg, LCSW, CSAC, CAMS-I808.651.6278 miriam@ginobehavioralhealth.com
Brooke Rickard, LMHC808.462.6885
brooke@ginobehavioralhealth.com Alissa Gino, LMHC, CSACalissa@ginobehavioralhealth.com alissa@ginobehavioralhealth.com
Alex Gino, LCSWalexander@ginobehavioralhealth.com

If you require emergency assistance after hours, please dial 911. If you require non-emergency assistance or are in crisis, please call the Hawaii CARES line at 988.



#### WHAT WE DO

GBH provides treatment services to adults and teens. We offer two types of treatment: Outpatient Treatment (OT) and Intensive Outpatient Treatment (IOP).

Both programs offer education on wellness, recovery, and resiliency. Our counselors utilize the American Society of Addiction (ASAM) to determine placement.

No client is denied services based on ethnicity, cultural values, spiritual values, age, gender, sexual identity or ability to pay.

# HOURS OF OPERATION

	Monday	Tuesday	Wednesday	Thursday	Friday
Telehealth Therapy	8a - 6p	8a - 6p	8a - 6p	8a - 6p	8a -6p
Intensive Outpatient Program (IOP)	Varies by location	Varies by location	Varies by location	Varies by location	Varies by location

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#### **OUTPATIENT TREATMENT**

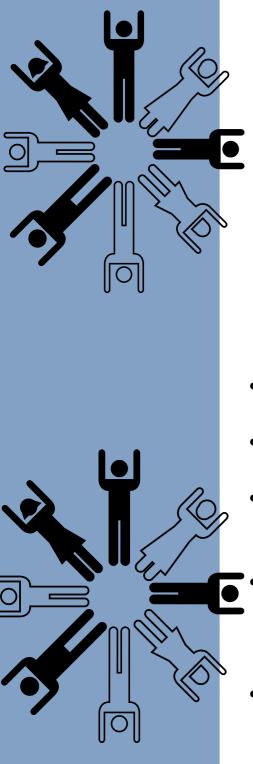


Our outpatient treatment services are done online via HIPPA compliant mediums. This service provides culturally appropriate services that include individual, couples, and family therapy/counseling and education on wellness, recovery, and resiliency, as well as drug and alcohol education and counseling. Therapeutic and support services are designed to improve functioning or prevent deterioration of individual regarding mental health or substance use disorders.

#### **Outpatient Admission Criteria**

- Symptoms consistent with a DSM or corresponding ICD diagnosis.
- Client is determined to have the capacity and willingness to improve or stabilize as a result of treatment at this level.
- There is indication that the client's psychiatric symptoms will improve within a reasonable time period so that the client can transition to lower level of care or
- Client's living environment offers enough stability to support outpatient treatment.
- Client's psychiatric/substance use/biomedical condition is stable to be managed in an outpatient setting.

#### **INTENSIVE OUTPATIENT TREATMENT**



<u>IOP</u> - Our Intensive Outpatient Treatment Programs (IOP) are offered online via HIPPA complaint telehealth apps or in person at our partner locations. This service is designed for clients requiring an intensive treatment program, while still meeting the criteria for outpatient care. The IOP program consists of a scheduled series of sessions appropriate to the person-centered plans of individuals served.

#### **IOP Admission Criteria**

- Symptoms consistent with a DSM or corresponding ICD diagnosis of substance use.
- Certified Substance Abuse Counselor administers ASAM and results recommend IOP.
- Client is determined to have the capacity and willingness to improve or stabilize as a result of treatment at this level.
- There is indication that the client's substance use symptoms will improve within a reasonable time period, so that the client can transition to a lower level of care or
- Client's living environment offers enough stability to support intensive outpatient treatment.
- Client's psychiatric/substance use/biomedical condition is sufficiently stable to be managed in an intensive outpatient setting.
- Type or frequency of needed treatment is not available in or is not appropriate for delivery in an office or clinic setting.

### **PSYCHOLOGICAL SERVICES**

Therapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions of specific problems. There are no guarantees about outcome. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss during our sessions outside of the sessions.

The first 2-4 sessions will involve a comprehensive evaluation of needs. By the end of the evaluation, your counselor will be able to offer you some initial impressions of what the therapeutic work might include. At that point, your treatment goals and an initial treatment plan will be discussed. You should evaluate this information and make your own assessment as to whether you feel comfortable continuing with the therapy. If you have questions about the procedures, you can discuss them with your counselor.



### **CODE OF ETHICS**

GBH is committed to providing quality services rendered by qualified staff while abiding by the following ethical principles:

- <u>Competence</u>: Maintain a qualified staff that meets education, training, and experience requirements; stay current with developments in the individual's practice area; and continue ongoing professional education.
- <u>Integrity:</u> Promote honesty, fairness, and respect among staff members, individuals, and the public.
- <u>Professional Responsibility</u>: Promote professional standards of conduct, including personal conduct to the extent it affects the professional activities of a staff member or the reputation of the organization.
- <u>Respect for the Rights, Dignity, and Welfare of Others</u>: Respect the privacy and autonomy of individuals; eliminate or prevent bias or discriminatory practices.



### **CODE OF ETHICS**

- <u>Social Responsibility:</u> Comply with the law and encourage the development of social policies that best serve the interest of individuals and the public.
- <u>Legal Responsibility:</u> Comply with all applicable regulations, statutes, and standards
- <u>Scope of Practice:</u> Promote quality care by accepting referrals only within individual scope of competence and making referrals based on individual need; GBH will not abandon individuals and will make appropriate referrals of individuals whose needs cannot be reasonably met.



Clients served by GBH are provided treatment in a way that respects and preserves the dignity and choice of the client. All GBH staff and providers will safeguard these rights.

- All clients served by GBH are treated with respect and dignity.
- All clients will have their rights to privacy respected.
- The right to have freedom from abuse, financial or other exploitation, retaliation, humiliation, or neglect.
  - Abuse: physical or emotional harm
  - Financial or other exploitation: someone taking advantage of you by trying to take money or valuables from you.
  - Retaliation: someone trying to get back at you in any way for telling that your rights are being violated or complaining about how you are being treated
  - Humiliation: being made to feel ashamed or degraded.
  - Neglect: not having your emotional or physical needs meet.
- The right to access information pertinent to you in sufficient time to facilitate his or her decision making.
- The right to access your record.
- Be an active participant in you or your child's treatment planning, evaluation, and goal completion.

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- Written consent for the client and/or legal guardians must be obtained before treatment may begin. The consent must provide information regarding the proposed treatment.
- The right to be fully informed of all rights prior to consent for treatment and to request a written copy of these rights.
- The right to receive information in understandable language and terms.
- Clients and/or legal guardians have the right to file a complaint, and to be able to do so without fear of retaliation.
- Clients and/or their legal guardians shall be provided with information for immediate, pending, and potential future treatment needs in a clear and understandable fashion.
- Clients and/or legal guardians have the right to participate in care decisions/planning, are provided with a written, individualized service plan, and are asked for ongoing participation in the treatment planning process. The client's family members and/or significant others are also encouraged to participate.
- The right to participate in any appropriate and available services that are consistent with the Individualized Service Plan (ISP), regardless of the refusal of any other service, unless that service is a necessity for clear treatment reasons and requires the person's participation.

- :•: The right to actively participate in periodic ISP reviews with the staff including services necessary upon discharge.
- The right to reasonable assistance in the lease restrictive setting.
- The right to reasonable protection from physical, sexual and emotional abuse, inhumane treatment, assault or battery by any other person.
- The right to be free from restraint or seclusion.
- The right to receive services and participate in activities free of discrimination on the basis of race, ethnicity, age, color, religion, gender, national origin, sexual orientation, physical or mental disability, developmental disability, genetic information, human immunodeficiency virus status, or in any manner prohibited by local, state or federal laws.
- The right to exercise rights without reprisal in any form including the ability to continue services with uncompromised access. No right extends so far as to supersede health and safety considerations
- The right to have the opportunity to consult with independent specialist or legal counsel, at one's own expense.
- No agency employee may be a person's guardian or representative if the person is currently receiving services from said facility.



- The right to be informed in advance of the reason (s) for discontinuance of service provision, and to be involved in planning for the consequences of that event.
- The right to receive an explanation of the reasons for denial of services.
- Any significant changes in treatment are discussed with the individual giving consent to treatment.
- Clients and/or legal guardians have the right to be informed of and fully understand one's rights.
- GBH provides services that facilitate recovery and the least restrictive level of care.
- Be informed of community self-help resources that can assist in reaching their goals.
- The individual giving consent to treatment has the right to review the clinical record, and/or request copies of their clinical record.
- Clients and or the legal guardians have a right to confidentiality of treatment records, with the following exceptions:
  - If there is a life threatening emergency
  - If there is evidence that the client may harm himself or herself, or another individual.
  - If a court order accompanied by a subpoena requests that specific information be released.
  - If there is evidence of abuse or neglect.

- Clients and/or legal guardians have a right to agree to treatment except in emergency situations.
- Treatment may be terminated at any time by either oral or written request of the individual legally consenting to treatment.
- The legal guardians have the right to refuse participation in treatment for the client.
- Clients and/or legal guardians have the right to be free from unlawful discrimination.
- Clients and/or legal guardians have the right to be fully informed of any potential research activities, and may choose to refuse to participate in such research.
- Clients and/or legal guardians have the right to be free from physical abuse, sexual abuse, physical punishment, and/or psychological abuse, including humiliating, threatening, or exploiting actions.
- Privacy needs of clients served are respected by all GBH staff and participating providers.
- In an effort to be paperless, all clients review a copy of the GBH handbook (they may request a hard copy). Grievance Procedures are in the GBH handbook.
- All clients and, where appropriate, parents/legal guardians are asked to electronically sign a form stating they have reviewed the GBH handbook, their rights have been explained to them, and they are aware of their rights.
- GBH periodically reviews these rights and their implementation to ensure that any restrictions that may be placed on the rights of clients served are immediately evaluated and rights reinstated.



- If client's rights are restricted, they will be reviewed periodically at treatment team meetings.
- Clients and/or legal guardians have the right to receive information and services in a timely manner.
- Clients and/or legal guardians have rights to receive services in a way that respects their culture and beliefs.
- Clients and/or legal guardians have the right to disagree with their treatment plan or ask for changes in their individual service plan.
- Clients and/or legal guardians have the right to as an interpreter to help the client speak to his/her provider, although he client is responsible for the provision on an interpreter.
- Clients and/or legal guardians have the right to ask for a different provider.
- Clients and/or legal guardians have the right to legal entities for appropriate representation.
- Clients and/or legal guardians have the right to be free from financial and other exploitation and neglect.
- How to file a complaint: Please email Alissa at alissa@ginobehavioralhealth.com. If complaint is about Alissa Gino, please contact Antonio Gino at 808.383.9834.



### **CLIENT RESPONSIBILITIES**

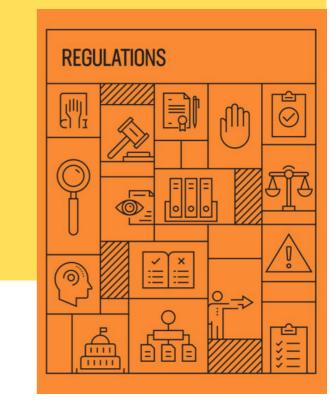
#### Clients have the RESPONSIBILITY to:

- 1. Actively participate in all areas of your or your child's treatment (planning, evaluation, and goal completion).
- 2. Arrive on time for appointments or inform team members within 24 hours of your appointment if unable to attend a scheduled appointment or group session, according to the No Show Policy.
- 3. Notify team members promptly about any changes in pertinent information including: address, phone number, employment, insurance coverage, or income.
- 4. Pay for each appointment at the time services are rendered, per payment arrangement.
- 5. Notify GBH if unable to receive services for three (3) or more months, but expect to resume services after that time.
- 6. Notify provider(s) if desiring to stop receiving services or make a change in services received.



### **PROGRAM RULES**

- 1. Participate in the development of your Individualized treatment plan.
- 2. Be on time for scheduled events, classes, groups, and individual sessions.
- 3. Respect the confidentiality, rights and privacy of others. Do not discuss their participation in this program with your family members, visitors, or anyone else outside of the program's staff.
- 4. Respect the property and the building, as well as the belongings of others.
- 5. Respect the rights of others by reporting inappropriate language and/or behaviors to staff.
- 6. No threats, actions of violence, or physical aggression.
- 7. Abstain from use of non-prescribed, controlled, or addictive substances or any form of alcohol.
- 8. Do not bring weapons of any type onto the property or into any GBH program.



9.Do not bring drugs and/or alcohol on the premise.

10.Avoid over-involvement or romantic relationships with other clients.

11. No use of derogatory language or expression of negative ideas or suggestive comments indicating bigotry, mockery, or negative bias against any group of human beings due to age, gender, physical appearance, religious background or preference, disabilities, sexual orientation, or important personal beliefs and values

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\*\*Non-Compliance with program rules may result in you being discharged from the program.

# **APPOINTMENTS**

Appointments for individual sessions will ordinarily be between 20-55 minutes in duration, twice per month at an agreed upon time, although some sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, please provide a 24 hours notice. If you miss a session without canceling, or cancel with less than 24 hour notice, the GBH policy is to have you walk in for your next appointment. Clients are responsible for coming to sessions on time; if you are late, your appointment will still need to end on time.

### NO SHOW/CANCELLATION POLICY

Gino Clinic provides a critical service to the community and the list of people seeking treatment grows constantly. In order to remain a client at this agency, it is your responsibility to be on time and show up for all scheduled appointments. If you need to cancel an appointment, it is your responsibility to do so with a minimum of 24 hours notice. GBH No Show policy is if you miss two appointments, you must come in as a walk-in for an appointment before you can be scheduled an appointment again. Should cancellations or No Shows become an issue, lack of follow through may result in discontinuation of your services.

# **DISCHARGE PLANNING**

Discharge planning is a joint process between the clients and their counselor, it begins at the time of the client evaluation appointment, and could include making referrals and networking with other appropriate community agencies and resources. Referral sources are updated regularly on client progress and discharge planning to insure a smooth transition. Clients gain valuable information during treatment and discharge planning helps them map out how they will use the information to attain treatment goals

Depending on progress in treatment, clients may be discharged for the following reasons:

- The client has successfully accomplished treatment plan goals.
- The client has made as much progress and/or gained as much benefit from treatment as he/she can obtain.
- The client is not able or willing to follow treatment goals or program guidelines.
- The client's behavior is evaluated to be harmful to him/ herself or to the rest of his/her peer community.



## **SATISFACTION SURVEYS**

In an effort to continually improve the quality of services GBH provides, we want to know the level of satisfaction with the services provided. Client Satisfaction surveys are available on our website at ginoclinic.com. The feedback provided is very important to us and the surveys are anonymous. We very much appreciate comments on how we are doing!



# COMPLAINT/GRIEVANCE/APPEAL PROCEDURE

GBH understands that differences or disagreements may arise between the client and clinical provider(s) or that a client may have a concern regarding the overall operation of the agency. It is the goal of GBH to handle all complaints professionally and work with the client toward a timely resolution. The COO oversees the client complaint process and can provide assistance to the client to file a complaint, if needed. The COO will be available during routine agency operating hours, 8:00 AM to 6:00 PM. The complete Complaint/ Grievance/Appeal Procedure is available upon request from counselors and administrators.

# **NON-RETALIATION**

In the event a complaint is filed either internally within GBH or with an outside organization, it is the strict policy of GBH the complaint will not result in retaliation toward the complainant, create a barrier to the provision of services, or lead to refusal on the part of GBH employees to provide the availability or assist the complainant seeking an advocate.

### **USE OF TOBACCO**

GBH is committed to providing a safe and healthy environment for our clients and visitors. Smoking, smokeless tobacco products, and tobacco use are recognized health and safety hazard and are not permitted within 20 feet of the main entrance of any building. The agency's interest in establishing these policies is not based on moral judgments, nor with the specific intent to deny individual rights, but to establish controls and safeguards in the best interest of the public. GBH will provide, upon request, information regarding the effects of smoking, smokeless tobacco products, tobacco use and the availability of smoking cessation programs.



# **SECLUSION AND RESTRAINT**

GBH does not use any methods of seclusion, restraint, restriction of rights, or special treatment interventions. Any situation potentially requiring such interventions will be referred to local authorities.

#### HEALTH, SAFETY AND ILLEGAL DRUGS The health and safety of staff, clients



The health and safety of staff, clients, and visitors of GBH is an issue of ongoing concern for management. For your safety, should you receive services at GBH, be aware of the following precautions

- 1. Actively participate in all areas of your or your child's treatment (planning, evaluation, and goal completion).
- 2. Arrive on time for appointments or inform team members within 24 hours of your appointment if unable to attend a scheduled appointment or group session, according to the No Show Policy.
- 3. Notify team members promptly about any changes in pertinent information including: address, phone number, employment, insurance coverage, or income.
- 4. Pay for each appointment at the time services are rendered, per payment arrangement.
- 5. Notify GBH if unable to receive services for three (3) or more months, but expect to resume services after that time.
- 6. Notify provider(s) if desiring to stop receiving services or make a change in services received.

If you have any questions, concerns or comments regarding any information contained in this handbook, please contact the COO, Alissa Gino at 808-375-9867





CONSENT FOR TREATMENT: I \_\_\_\_\_\_ hereby consent to the treatment provided by GBH and its counselors. I authorize the mental health and/or substance abuse services deemed necessary or advisable by my caregivers to address my needs.

HIPAA NOTICE OF PRIVACY PRACTICES/CLIENT RIGHTS AND RESPONSIBILITIES STATEMENT: I acknowledge I have been offered and/or received a copy of GBH's Notice of Privacy Practices and Client Rights and Responsibilities statement.

AUTHORIZATION TO FILE FOR AND ACCEPT ASSIGNMENT OF INSURANCE BENEFITS: I authorize use and disclosure of my personal health information for the purposes of obtaining payment for my care by my insurance carrier. This includes the minimally necessary information for the filing of insurance claims. This authorization does not provide consent for release of my clinical records. Additional specific consent must be obtained for that purpose. I authorize direct payment/assignment of insurance benefits to GBH.

PAYMENT GUARANTEE: I understand that I am financially responsible for any expenses not covered by my insurance. For example, I will pay my deductibles, any payments, co-payments or coinsurance payments, and any non-covered services, as defined by insurer. I understand that payment is expected at the time of service or when balance due is presented on my statement. I understand that if my account balance becomes overdue, services may be discontinued and that it is my responsibility to work out a payment plan for the remaining balance or face collection action.

AUTHORIZATION TO COORDINATE CARE WITH MY PHYSICIAN: I authorize my counselor to contact and communicate with my Primary Care Physician (PCP) for the purpose of coordinating care. I understand that my therapist/counselor will only share minimally necessary information and will review with me any information to be shared and for what purpose. I also understand that I may revoke this Authorization at any time in writing.

Alternatively, I do not authorize communication with my PCP and GBH will not refuse to treat me based because I refuse these contacts. If that is the case, please indicate below the Reason for the Refusal

Client/Legal Guardian Signature/ or electronically signed on GBH's database:

Signed:	printed name:	Date:



#### NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE READ IT CAREFULLY.

GBH is committed to maintaining privacy and understands the importance of safeguarding your personal health information. We are required by federal law to maintain the privacy of health information that identifies you or that could be used to identify you. Information regarding your health is *protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and if applicable 45 C.F.R Parts 160 & 164, and the Confidentiality Law, 42 U.S.C § 290dd-2, 42 C.F.R Part 2.* 

GBH is dedicated to follow the terms of this Notice. We will not use or disclose personal health information about you without your consent, except as described in this Notice or as required by law. Typically, your medical record contains your symptoms, assessments and test results, diagnoses, treatment, and plans

for future treatment by providers of the GBH. This information serves as a:

- Basis for planning your treatment from provider(s) at GBH.
- Means by communication among the many health professionals who contribute to your care;
- Legal documents describing the treatment from GBH that you received;
- Means by which you or a third party payer can verify services billed were actually provided;
- Source of information for public health officials charged with improving the health of the nation;
- Tools to assess and continually work to improve the treatment GBH renders and outcomes achieved.

Understanding what is in your record and how your health information is used helps you to:

- Ensure its accuracy
- Better understand who, what , when, where, and why others may access your health information
- Make more informed decisions when authorizing disclosure to others.



You have the following rights with respect to your protected health information:

• Obtain a copy of this Notice of Privacy Practices upon request – You may request a copy of this Notice at any time.

• Request a restriction on certain uses and disclosures of your health record – You have the right to request additional restrictions on GBH's use or disclosure of health information about you by contacting the GBH. We are not required to agree to those restrictions and you will be notified if that is the case.

Inspect and obtain a copy of your health record – You have the right to inspect and obtain a copy of your health record for as long as GBH maintains the record. GBH may charge you a fee for the costs of copying, mailing, or other supplies that are necessary to grant each request. GBH may deny your request to inspect and maintain a copy of your health record in certain limited circumstances. If denied access to your health record you may request a review of the denial.
Request amendments to your health record – If you feel that your health record is incomplete or incorrect, you may request that GBH amend it. You may request an amendment for as long as GBH maintains the health record. You must submit a written request that includes a reason that supports your request to GBH's health provider(s). GBH has the right to deny your request for amendment. If GBH denies your request, you have the right to file a statement of disagreement with the decision.

• Receive an accounting of disclosures of your health record – You have the right to receive an accounting of the disclosures GBH has made of your health record for purposes other than treatment, payment, or health.

• Request communications of your health record by alternative means or at alternative locations – For example, you may request that GBH contact you about your health information only in writing or communication be sent to a different residence or post office box. GBH will accommodate requests that are reasonable, and will not request an explanation by you. Again, you may be charged a fee for such requests.

• Revoke your authorization to use or disclose health information except to the extent that action has already been taken – GBH will obtain written authorization before using or disclosing your health information for purposes other than those provided in this Notice. You may revoke this authorization at any time.

GBH's Responsibilities:

• Maintain the privacy of your health information

Provide you with a notice as to our legal duties and privacy practices with respect to information we collect and maintain about you.

• Abide by the terms of this notice.

• Notify you if we are unable to agree to a requested restriction. GBH reserves the right to change our practices and to make the new provisions effective for all protected health

information we maintain. Should our information practices change, we will mail a revised notice to you within sixty (60) days.



How we may use and disclose your protected health information:

#### GBH will use your information for treatment:

For example: Information you share with GBH's treatment staff will be entered into your record and used to determine the course of treatment that should work best for you. Response to treatment will be recorded to help individualize your treatment.

#### GBH will use your information for payment:

For example: A bill may be sent to a third party payer (your insurance). The information on or accompanying the bill may include information that identifies you, as well as your diagnosis and treatment.

#### GBH will use your information for day-to-day program operations:

For example: GBH staff may use information in your health record to assess the GBH treatment results in your case and others like it. This information will then be used in an effort to continually improve the quality and effectiveness of the services we provide. We may also contact you for appointment reminders or follow-up.

#### GBH may use your information for appointment reminders, treatment alternatives and health related benefits and services:

GBH may use and disclose Health Information to contact you to remind you that you have an appointment with us. We also may use and disclose Health Information to tell you about treatment alternatives or health-related benefits and services that may be of interest to you.

Other uses and disclosures:

**As Required by Law** - We will disclose Health Information when required to do so by international, federal, State, or local law.

**To Avert a Serious Threat to Health or Safety** - We may use and disclose Health Information when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Disclosures, however, will be made only to someone who may be able to help prevent the threat.

**Business Associates** - We may disclose Health Information to our business associates who perform functions on our behalf or provide us with services, if the information is necessary for such functions or services. For example, we may use another company to perform billing services on our behalf. All of our business associates are obligated to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in our contract.

**Organ and Tissue Donation** - If you are an organ donor, we may use or release Health Information to organizations that handle organ procurement or other entities engaged in procurement, banking or transportation of organs, eyes or tissues to facilitate organ, eye or tissue donation and transplantation.



**Military and Veterans** - If you are a member of the armed forces, we may release Health Information as required by military command authorities. We also may release Health Information to the appropriate foreign military authority if you are a member of a foreign military.

**Workers' Compensation** - We may release Health Information for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

**Public Health Risks** - We may disclose Health Information for public health activities. These activities generally include disclosures to prevent or control disease, injury or disability; report births and deaths; report child abuse or neglect; report reactions to medications or problems with products; notify people of recalls of products they may be using; a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition; and the appropriate government authority, if we believe a client has been the victim of abuse, neglect, or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

**Health Oversight Activities** - We may disclose Health Information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

**Data Breach Notification Purposes** - We may use or disclose your Protected Health Information to provide legally required notices of unauthorized access to, or disclosure of your health information.

**Lawsuits and Disputes** - If you are involved in a lawsuit or a dispute, we may disclose Health Information in response to a court or administrative order.We also may disclose Health Information in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

Law Enforcement - We may release Health Information if asked by a law enforcement official if the information is: (1) in response to a court order, subpoena, warrant, summons or similar process; (2) limited information to identify or locate a suspect, fugitive, material witness, or missing person; (3) about the victim of a crime even if, under certain very limited circumstances, we are unable to obtain the person's agreement; (4) about a death we believe may be the result of criminal conduct; (5) about criminal conduct on our premises; and (6) in an emergency to report a crime, the location of the crime or victims, or the identity, description or location of the person who committed the crime.



**Coroners, Medical Examiners and Funeral Directors** - We may release Health Information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We also may release Health Information to funeral directors as necessary for their duties.

**National Security and Intelligence Activities** - We may release Health Information to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

**Protective Services for the President and Others** - We may disclose Health Information to authorized federal officials so they may provide protection to the President, other authorized persons, foreign heads of state, or to conduct special investigations.

**Inmates or Individuals in Custody** - If you are an inmate in a correctional institution or under the custody of a law enforcement official, we may release Health Information to the correctional institution or law enforcement official. This release would be necessary: (1) for the institution to provide you with health care; (2) to protect your health and safety or the health and safety of others; or (3) the safety and security of the correctional institution.

#### Uses and Disclosures That Require GBH to Give You an Opportunity to Object and Opt Out.

Individuals Involved in Your Care or Payment for Your Care - Unless you object, we may disclose to a member of your family, a relative, a close friend or any other person you identify, your Protected Health Information that directly relates to that person's involvement in your health care. If you are unable to agree or object to such a disclosure, we may disclose such information as necessary if we determine that it is in your best interest based on our professional judgment.

Disaster Relief - We may disclose your Protected Health Information to disaster relief organizations that seek your Protected Health Information to coordinate your care, or notify family and friends of your location or condition in a disaster. We will provide you with an opportunity to agree or object to such a disclosure whenever we practically can do so.

Your Written Authorization is Required for Other Uses and Disclosures.

The following uses and disclosures of your Protected Health Information will be made only with your written authorization:

- 1. Uses and disclosures of Protected Health Information for marketing purposes; and
- 2. Disclosures that constitute a sale of your Protected Health Information

Other uses and disclosures of Protected Health Information not covered by this Notice or the laws that apply to us will be made only with your written authorization. If you do give us an authorization, you may revoke it at any time by submitting a written revocation to our Privacy Officer and we will no longer disclose Protected Health Information under the authorization; however disclosures that we made in reliance on your authorization before you revoked it will not be affected by the revocation.



For more information or to report a problem:

If you have questions and would like additional information, you may contact the GBH. at 1188 Bishop St. #2905, Honolulu, HI 96813.

If you believe your privacy rights have been violated, you can file a written complaint to the COO at 375-9867 or with the United States Department of Health and Human Services – Office of Civil Rights, 200 Independence Avenue, S.W., Room 509F, HHH Building, Washington, DC 20201. There will be no retaliation for filing a complaint.

State & Federal Laws:

Some of the restrictions described in the Notice may be limited in some cases by applicable state or federal laws that are more stringent than the standards described in this Notice.

This notice is in accordance with the original HIPAA enforcement effective April 14, 2003, and to the HIPAA Omnibus Rule effective March 26, 2013.

Client/Legal Guardian Signature/ or electronically sign on Psytrace:

Signed:\_\_\_\_\_ printed name:\_\_\_\_\_ Date: \_\_\_\_\_



#### FINANCIAL POLICY DISCLOSURE AND CLIENT PAYMENT AGREEMENT

1. AUTHORIZATION TO RELEASE INFORMATION: I hereby authorize GBH to release medical information pertaining to my medical treatment as requested by Third Parties in order to secure payment of services rendered by GBH.

2. AUTHORIZATION TO PAY INSURANCE BENEFITS: I hereby authorize any insurance or third party benefits, related to my mental health and/or substance abuse treatment, to be paid directly to GBH.

3. CHANGES IN COVERAGE: I will notify GBH immediately if I have any changes or lapse in insurance coverage.

4. PAYMENT GUARANTEE: In consideration of the acceptance of the above named client by GBH, and for the services rendered to said client, the undersigned hereby guarantees payment of any and all charges made by GBH. The undersigned is responsible to pay for any services provided to me by GBH, based on the written financial agreement. If placed on a sliding fee scale, I will provide accurate and updated financial information no less than every 6 months.

5. NON-PAYMENT POLICY In an effort to adopt a policy that will be applied equitably to all agency clients, the following guidelines will be followed: (A) All clients are expected to pay their fees/co-pays at the time of service. (B) Clients who have an outstanding balance of \$100.00 or more will be notified that they must pay at least \$10.00 of this balance in addition to their co-pay/fee at each appointment. (C) Non-payment may result in suspension of services, to include all future appointments until the client presents with payment. (D) Appointments will be scheduled after receipt of payment due. (E) Should 60 days lapse without payment, the client will be notified of pending discharge, 30 days from the date of notification unless payment due is received.

If the undersigned fail(s) to make any payments due hereunder, GBH may at any time thereafter, without notice or demand, declare the entire unpaid balance of the account to be immediately due and payable. The undersigned promises to pay all cost of collection, including, but not limited to, court costs, attorneys fees, and any other collection fees which are incurred by or on behalf of the agency in enforcing payment after default.

6. MEDICARE ASSIGNMENT: I certify that the information given by me in applying for payment under TITLE XVIII of the Social Security Act is correct. I authorize any holder of medical or other information about me to release to the Social Security Administration, or its' intermediary or carriers, any information needed for this or a related Medicare claim. I understand I am responsible for any deductible or co-insurance.

7. If more than one person signs this Disclosure/ Agreement, their liability shall be joint and several.

8. By signing this document there is my understanding that all medical, diagnostic, and treatment information will only be released to the appropriate insurance carriers as designated by the signer. Client/Legal Guardian Signature/ or electronically sign on Psytrace:

Signed:	printed name:	Date: