




GBH

GINO BEHAVIORAL HEALTH

 808.450.3010

 GINOCLINIC.COM

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.

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 www.CARF.org

Thank you for reading!

The GBH Team





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 line.....808.450.3010

Chief Executive Officer and Owner

Antonio Gino, PhD.....808-383-9834

Chief Operations and Compliance Officer

Alissa Gino, LMHC, CSAC808.375.9867

Medical Director

Dr. Donna Sliwowski DO.....808-538-2804

Psychiatrist

Counselors

Antonio Gino, PhD.....808.383.9834

Brooke Rickard, LMHC.....808.462.6885

Alissa Gino, LMHC, CSAC.....808.375.9867

Victoria Sharov, LMHC, CSAC.....808. 636.5070

Alex Gino, LCSW.....808.428.4626

Amanda Gino, LCSW, JD, CSAC.....808.372.1330

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**.

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

SERVICES

GBH provides treatment services only 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.

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

IOP - Our Intensive Outpatient Treatment Programs (IOP) are offered online via HIPPA compliant telehealth apps. 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.

The IOP consists of both individual and group counseling with family therapy strongly encouraged. IOP services are provided for 10-16 weeks depending on individual client needs. Clients receive 9 hours of treatment weekly as well as individual and family therapy sessions. The length of the treatment will vary according to severity and response to treatment. The appearance of new problems may require referral to other treatment settings or agencies.

Drug testing is part of our IOP and is performed by Healthy Mothers, Healthy Babies located at **245 N. Kukui St.**

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:

1. **Competence** 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.
2. **Integrity** Promote honesty, fairness, and respect among staff members, individuals, and the public.
3. **Professional Responsibility** 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.
4. **Respect for the Rights, Dignity, and Welfare of Others** Respect the privacy and autonomy of individuals; eliminate or prevent bias or discriminatory practices.
5. **Social Responsibility** Comply with the law and encourage the development of social policies that best serve the interest of individuals and the public.
6. **Legal Responsibility** Comply with all applicable regulations, statutes, and standards.
7. **Scope of Practice** 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.

CLIENT RIGHTS

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.

1. All clients served by GBH are treated with respect and dignity.
2. All clients will have their rights to privacy respected.
3. The right to have freedom from abuse, financial or other exploitation, retaliation, humiliation, or neglect.
 - i. **Abuse:** physical or emotional harm
 - ii. **Financial or other exploitation:** someone taking advantage of you by trying to take money or valuables from you.
 - iii. **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
 - iv. **Humiliation:** being made to feel ashamed or degrade.
 - v. **Neglect:** not having your emotional or physical needs meet.

4. GBH hours are Monday-Friday 8:30am-5:30pm.
5. The right to access information pertinent to you in sufficient time to facilitate his or her decision making.
6. The right to access your record.
7. Be an active participant in you or your child's treatment planning, evaluation, and goal completion.
8. 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.
9. The right to be fully informed of all rights prior to consent for treatment and to request a written copy of these rights.
10. The right to receive information in understandable language and terms.
11. Clients and/or legal guardians have the right to file a complaint, and to be able to do so without fear of retaliation.
12. 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.
13. 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.
14. 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.
15. The right to actively participate in periodic ISP reviews with the staff including services necessary upon discharge.
16. The right to reasonable assistance in the least restrictive setting.
17. The right to reasonable protection from physical, sexual and emotional abuse, inhumane treatment, assault or battery by any other person.
18. The right to be free from restraint or seclusion.
19. 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.
20. 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
21. The right to have the opportunity to consult with independent specialist or legal counsel, at one's own expense.
22. No agency employee may be a person's guardian or representative if the person is currently receiving services from said facility.
23. 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.
24. The right to receive an explanation of the reasons for denial of services.

25. Any significant changes in treatment are discussed with the individual giving consent to treatment.
26. Clients and/or legal guardians have the right to be informed of and fully understand one's rights.
27. GBH provides services that facilitate recovery and the least restrictive level of care.
28. Be informed of community self-help resources that can assist in reaching their goals.
29. The individual giving consent to treatment has the right to review the clinical record, and/or request copies of their clinical record.
30. 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.
31. Clients and/or legal guardians have a right to agree to treatment except in emergency situations.
32. Treatment may be terminated at any time by either oral or written request of the individual legally consenting to treatment.
33. The legal guardians have the right to refuse participation in treatment for the client.
34. Clients and/or legal guardians have the right to be free from unlawful discrimination.
35. 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.
36. 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.
37. Privacy needs of clients served are respected by all GBH staff and participating providers.
38. 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.
39. 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.
40. 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.
41. If client's rights are restricted, they will be reviewed periodically at treatment team meetings.
42. Clients and/or legal guardians have the right to receive information and services in a timely manner.
43. Clients and/or legal guardians have rights to receive services in a way that respects their culture and beliefs.
44. Clients and/or legal guardians have the right to disagree with their treatment plan or ask for changes in their individual service plan.

45. 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.
46. Clients and/or legal guardians have the right to ask for a different provider.
47. Clients and/or legal guardians have the right to legal entities for appropriate representation.
48. Clients and/or legal guardians have the right to be free from financial and other exploitation and neglect.
49. 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.

GENERAL PROGRAM RULES

Non-compliance with program rules may result in you being administratively discharged from the program.

1. Participate in the development of your individualized intervention or 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 alcohol on the premises.
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.

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.

INSURANCE

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. With your permission, our billing service or your therapist/counselor will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting me know if/when your coverage changes.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available from insurance plans. Managed Health Care plans such as HMOs and PPOs often

require advance authorization, without which they may refuse to provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may also be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients may need more services after insurance benefits end. Some managed-care plans will not allow therapists to provide services once the benefits end. If this is the case, we will do our best to find another provider who will help you continue your psychotherapy, or we will discuss a sliding scale fee for our services.

You should also be aware that most insurance companies require you to authorize to provide them with a clinical diagnosis. (Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from a book entitled the DSM-V. All counselors have a digital copy and may show you at any time).

Sometimes, counselors have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases) to insurance companies. This information will become part of the insurance company's files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, GBH has no control over what they do with the information once it is in their hands. In some cases, they may share the information with a national medical information databank. GBH will provide you with a copy of any report submitted, if you request it. By signing this Agreement, you agree that GBH can provide requested information to your carrier if you plan to pay with insurance.

In addition, if you plan to use your insurance, authorization from the insurance company may be required before they will cover therapy fees. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage of the fee or a flat dollar amount to be covered by either the patient ("co-payment") or a secondary insurance (also called co-insurance). Either amount is to be paid at the time of the visit by check or cash. Some insurance companies also have an up-front deductible, which is an out-of-pocket amount that must be paid by the patient before the insurance companies are willing to begin paying any amount for services. This will typically mean that you will be responsible to pay for initial sessions until your deductible has been met; the deductible amount may also need to be met at the start of each calendar year. Once GBH has all of the information about your insurance coverage, we will discuss what we can reasonably expect to accomplish with the benefits that are available and what will happen if coverage ends before you feel ready to end your sessions. It is important to remember that you always have the right to pay for services yourself to avoid the problems described above, unless prohibited by provider contracts.

If the GBH therapists/counselors are not participating providers with your insurance plan, they will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, you can ask your insurance to refer you to one of their participating providers.

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!

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.

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, 8:30 AM to 5:30 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.

WEAPONS POLICY

Weapons of any sort are prohibited inside any building or on any property owned, leased or rented by GBH. This policy applies to all personnel, clients, and visitors, and will be strictly enforced. Appropriate steps will be taken in case of violations of this policy.

HEALTH, SAFETY AND ILLEGAL DRUGS

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. GBH has a site map at each entrance that shows the closest exit and the location of fire extinguishers and first aid kits. These maps also show the area to go in the event of severe weather, in case there is no time to evacuate to a shelter.
2. The staff of GBH has a primary responsibility for the safety and well-being of all clients, coworkers, and the public, and will work to maintain a safe and healthy environment. If, at any time, you see or feel there is something unsafe, please inform someone and we will take care of it as soon as possible.
3. It is the intent of GBH to address the needs and protect the rights of clients, staff, and visitors with regard to infectious disease. In order to control the spread of infectious diseases, we ask that all clients, staff, and visitors wash their hands after eating, using the bathroom, or smoking, and as often as necessary to keep hands clean. GBH staff also provides hand sanitizer in the waiting room and in each clinician and group therapy office.
4. If a client is under the influence of drugs or alcohol, GBH will take appropriate actions to ensure the safety of staff and client. These may include, but not limited to, contacting emergency services, the client's emergency contact, or local authorities.
5. Policy and procedures are available upon request.
6. Emergency procedures can be found in therapist/counselor's offices.
7. Over the counter and prescription drugs are allowed at GBH. Personnel and clients are allowed to keep these items (for which they have a valid prescription) securely on their person, or in a locked drawer of file cabinet.
8. Alternative medications, such as herbal or homeopathic medications should not be brought to GBH facility.

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: _____



TELEHEALTH CONSENT

Telehealth allows my therapist to diagnose, consult, treat and educate using interactive audio, video or data communication regarding my treatment. I hereby consent to participating in psychotherapy via telephone or the internet (hereinafter referred to as Telehealth) with the clinician listed below:

Client Name: _____

I understand I have the following rights under this agreement:

I have a right to confidentiality with Telehealth under the same laws that protect the confidentiality of my medical information for in-person psychotherapy. Any information disclosed by me during the course of my therapy, therefore, is generally confidential.

There are, by law, exceptions to confidentiality, including mandatory reporting of child, elder, and dependent adult abuse and any threats of violence I may make towards a reasonably identifiable person. I also understand that if I am in such mental or emotional condition to be a danger to myself or others, my therapist has the right to break confidentiality to prevent the threatened danger. Further, I understand that the dissemination of any personally identifiable images or information from the Telehealth interaction to any other entities shall not occur without my written consent.

I understand that while psychotherapeutic treatment of all kinds has been found to be effective in treating a wide range of mental disorders, personal and relational issues, there is no guarantee that all treatment of all clients will be effective.

Thus, I understand that while I may benefit from Telehealth, results cannot be guaranteed or assured. I further understand that there are risks unique and specific to Telehealth, including but not limited to, the possibility that our therapy sessions or other communication by my therapist to others regarding my treatment could be disrupted or distorted by technical failures or could be interrupted or could be accessed by unauthorized persons.

In addition, I understand that Telehealth treatment is different from in-person therapy and that if my therapist believes I would be better served by another form of psychotherapeutic services, such as in-person treatment, I will be referred to a therapist in my geographic area that can provide such services. I have read and understand the information provided above. I have the right to discuss any of this information with my therapist and to have any questions I may have regarding my treatment answered to my satisfaction. I understand that I can withdraw my consent to Telehealth communications by providing written notification to Gino Behavioral Health. My signature below indicates that I have read this Agreement and agree to its terms.

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.

Gino Behavioral Health (GBH) is committed to protecting the privacy and confidentiality of your health information. Federal law requires us to maintain the privacy of your protected health information (PHI) and to provide you with this Notice explaining our legal duties and privacy practices.

Your information is protected under the following laws:

- Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 160 and 164
- Confidentiality of Substance Use Disorder Patient Records, 42 U.S.C. §290dd-2 and 42 C.F.R. Part 2
- The Health Information Technology for Economic and Clinical Health (HITECH) Act

Recent federal rule updates effective **April 16, 2024** align the confidentiality protections of **42 CFR Part 2 with HIPAA privacy standards while maintaining enhanced protections for substance use disorder treatment records**. Compliance with these updates is required by **February 16, 2026**.

Gino Behavioral Health will follow the terms of this Notice and will not use or disclose your protected health information without your consent except as described in this Notice or as required by law.

Typically, your medical record contains:

- Symptoms
- Assessments and test results
- Diagnoses
- Treatment plans
- Progress notes
- Future treatment planning

This information serves as:

- A basis for planning your treatment with providers at GBH
- A means of communication among health professionals involved in your care
- A legal record describing the services you received
- A method for verifying services billed to insurance or other payers
- A source of information for public health authorities
- A tool to assess and improve the quality of services provided by GBH

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

- Ensure the accuracy of your records
- Understand who may access your information
- Make informed decisions about disclosures of your information

Your Rights Regarding Your Health Information

You have the following rights regarding your protected health information:

Obtain a Copy of This Notice

You may request a copy of this Notice of Privacy Practices at any time.

Request Restrictions

You have the right to request restrictions on certain uses or disclosures of your health information. GBH is not required to agree to a requested restriction but will consider reasonable requests.

Inspect and Obtain Copies 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 a reasonable fee for copying, mailing, or supplies associated with fulfilling your request. If access is denied in limited circumstances, you may request a review of that decision.

You may also request that your records be provided in electronic format when available.

Request Amendments to Your Record

If you believe information in your health record is incorrect or incomplete, you may request an amendment. Requests must be submitted in writing and include the reason for the requested amendment. GBH may deny the request in certain circumstances. If denied, you have the right to submit a statement of disagreement.

Receive an Accounting of Disclosures

You have the right to receive a list of certain disclosures of your health information made by GBH.

Request Confidential Communications

You may request that GBH contact you through alternative means or at alternative locations. For example, you may request communication only by mail or to a different mailing address. GBH will accommodate reasonable requests.

Revoke Authorization

You may revoke any authorization to use or disclose your information at any time in writing, except where action has already been taken based on the authorization.

Breach Notification

If your protected health information is compromised in a data breach, you will be notified within 60 days of discovery, in accordance with federal law.

GBH's Responsibilities:

Gino Behavioral Health is required to:

- Maintain the privacy of your health information
- Provide you with this Notice of Privacy Practices
- Follow the terms of this Notice
- Notify you if we cannot agree to a requested restriction
- Notify you if a breach occurs involving your protected health information.

How we may use and disclose your protected health information:

GBH may use and disclose your protected health information for the following purposes.

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 you with legally required notices of unauthorized access to or disclosure of your health information, in accordance with the HIPAA Breach Notification Rule and applicable Hawaii State laws..

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.

Substance Use Disorder Treatment Records (42 CFR Part 2)

Records that identify you as receiving **substance use disorder treatment** are protected by federal law.

In most circumstances these records **cannot be disclosed without your written consent**.

Exceptions may include:

- Medical emergencies
- Court orders meeting federal standards
- Public health reporting requirements
- Audits or program evaluations authorized by law

Only the **minimum necessary information** will be disclosed when permitted.

Updated Consent Rules (2024 Federal Update)

Under updated federal regulations:

- A **single consent form may authorize multiple disclosures** for treatment, payment, and operations
- Consent may remain valid indefinitely unless revoked
- Patients have the right to revoke consent at any time in writing

Redisclosure Prohibition

Federal law prohibits unauthorized redisclosure of substance use treatment information.

Any disclosure made with your consent must include the following notice:

“This information has been disclosed to you from records protected by federal confidentiality rules (42 CFR Part 2). The federal rules prohibit you from making any further disclosure unless

expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by law.”

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 Compliance Officer at 808-375-9867 and 1188 Bishop St. Honolulu, HI 96813.

If you believe your privacy rights have been violated, you can file a written complaint to the Compliance Officer at 808-375-9867 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 Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule effective April 14, 2003; the HIPAA Omnibus Rule effective March 26,

2013; the Health Information Technology for Economic and Clinical Health (HITECH) Act breach notification requirements; and the 42 CFR Part 2 Final Rule published in 2024 aligning substance use disorder confidentiality protections with HIPAA privacy standards. These updates reflect federal privacy regulations currently in effect, with full compliance required by February 16, 2026.

Client/Legal Guardian Signature

Signed: _____ printed name: _____ Date: _____



HIPPA Release of Information AUTHORIZATION FORM

I, _____,
[patient's name]

authorize: _____
[name or general designation of individual or entity making the disclosure]

to disclose: _____
[describe how much and what kind of information may be disclosed, including an explicit description of any substance use disorder information to be disclosed; should be as limited as possible] to:

[name of individual(s) who will receive the information]

for the purpose of _____
[describe the purpose of the disclosure; should be as specific as possible]

I understand that my substance use disorder records are protected under federal law, including the federal regulations governing the confidentiality of substance use disorder patient records, 42 C.F.R. Part 2, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. Parts 160 and 164, and cannot be disclosed without my written consent unless otherwise provided for by the regulations.

I understand that I may revoke this authorization at any time except to the extent that action has been taken in reliance on it. Unless I revoke my consent earlier, this consent will expire automatically as follows:

[date, event, or condition upon which consent will expire, which must be no longer than reasonably necessary to serve the purpose of this consent]

I understand that I may be denied services if I refuse to consent to disclosure for purposes of treatment, payment, or healthcare operations, if permitted by state law. I will not be denied services if I refuse to consent to a disclosure for other purposes.

I have been provided a copy of this form.

Consumer/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: _____

CONSENT FOR EMAIL/ TEXT COMMUNICATION

Communication with GBH via email/text or text electronic technology requires your consent, recognizing that email/text is not a secure form of communication. There is some risk that protected health information contained in such email/text may be disclosed to, or intercepted by unauthorized third parties. We will use the minimum necessary amount of protected health information to respond to your query. If you wish to conduct any discussion via email/text, please indicate your acceptance of this risk via your signature. Alternatively, please call the office to arrange a phone conversation or office visit. New communication technologies must never replace the interpersonal contacts that are the basis of the therapeutic/counseling relationship; electronic mail and other forms of Internet communication should be used to enhance such contacts. Computer-and phone-based communication between GBH personnel and clients within a professional relationship requires the staff to have taken explicit measures of responsibility for the client's care. These guidelines do not address communication between staff and others who have no ongoing professional relationships, as in an online discussion group or public support group.

Communication Guidelines:

- This agency will return email/texts as soon as possible and will attempt to reply within 48 hours of email/texts received during business hours. If the receiver of the email/text is on vacation, email/texts may or may not be returned until the staff member returns. The client is encouraged to call 911 in the event of a life-threatening emergency, or to go to the nearest emergency room. For non-life threatening emergencies the client is encouraged to call the Hawaii CARES line at 808-832-3100.
- All email/text/text communication will be retained via paper and/or electronic form, within limits of the server.
- Therapeutic communication (sensitive subject matters) should be kept at a minimum. Please call the office to set up an appointment for therapeutic matters.
- E-mail correspondence will not be used to establish client-client relationships. Rather, email/text should supplement other, more personal encounters. Without the benefit of face-to-face interaction, email/texts and text messages can be misinterpreted in tone and meaning.
- Email/text or text communication to change an appointment is acceptable, and receipt must be confirmed to assure changes.
- Please put in the subject line the nature of the communication (e.g., appointment, advice, billing question). Please make sure your name and/or identifying information about the client is in the body of the message, not the subject.
- As best as possible, please be concise in your email/text. If the matter cannot be written in a concise fashion, please call the office to schedule an appointment. Receipt must be confirmed to assure the message is received.
- Clients who do not adhere to these guidelines, if necessary, will have email/text/text relationship terminated. Clients are encouraged to use an auto-reply feature to acknowledge reading clinician's message.
- Encrypted messages are the most protected form of communication. However, we do not presently use an encryption program. **If you wish to receive email/texts/texts, including confirmations, please initial here:** _____

- Agency computer(s) is/are password protected.
- Client email/text and texts will not be forwarded to a third party without signed permission via written consent for disclosure.
- Client email/text addresses will not be used for marketing purposes.
- Clinicians are the only ones with access to email/text or mobile number (for texts or voice mail messages and those devices are password protected).
- Clinicians will double check all “To” fields prior to sending messages.
- The clinician will back-up all communication within limits of the server and service provider.

Summary of risks of using email/text/texts: Email/text is a useful method of correspondence for clients. Transmitting confidential information by email/text can pose a number of risks, both general and specific. Clients need to be aware of these risks if they choose this method of correspondence.

A. General email/text/text risks include but are not limited to the following:

- Email/text can be immediately broadcast worldwide and received by many intended and unintended recipients.
- Recipients can forward email/text messages to other recipients without the original sender’s permission or knowledge.
- Users can easily send an email/text to the incorrect address;
- Email/text is easier to falsify than handwritten or signed documents;
- Backup copies of email/text may exist even after the sender or the recipient has deleted them.
- Without the benefit of face-to-face interaction, email/texts can be misinterpreted in tone and meaning.

B. Specific email/texts risks include but are not limited to the following:

- Email containing information pertaining to a client’s diagnosis and/or treatment must be included in the client’s medical records, thus, all individuals who have access to the medical record will have access to the email/text messages.
- If you are sending your email/texts from your employer’s computer, your employer does have access to your email/texts.
- While it is against the law to discriminate and Hawaii subscribes to a “no cause” termination policy, an employer who has access to your email/text can use the information to discriminate against the employee. Additionally, the employee could suffer social stigma from a workplace disclosure.
- Insurance companies that learn of your personal health information (PHI) could deny you coverage.
- Although therapists will endeavor to read and respond to email/text correspondence promptly, they cannot guarantee that any particular email/text message will be read and responded within any particular time frame. The exception would be that the email/text is part of a scheduled time frame for a prepaid email/text counseling session.

C. Conditions for use of email/texts: All messages sent or received that concern your diagnosis or treatment or that are part of your medical record will be treated as part of your Personal Health Information (PHI). Reasonable means will be used to protect the security and confidentiality of the email/text. Because of the risks

outlined above, the security and confidentiality of email/text cannot be guaranteed. Your consent to email/text correspondence includes your understanding of the following conditions:

- All email/texts to and from you concerning your PHI will be part of your file and can be viewed by health care and insurance providers, as well as the therapist's support staff.
- Your email/text will not be forwarded outside the office without your consent or as required by law.
- Though all efforts will be made to respond promptly this may not be the case. Because the response cannot be guaranteed, please do not use email/text for emergencies.
- You are responsible to follow up with the therapist or support staff if you have not received a response.
- Medical information is sensitive and unauthorized disclosure can be damaging. You should not use email/text for communications concerning diagnosis or treatment of AIDS/HIV infection, other sexually transmitted diseases, mental health, developmental disability, or substance abuse issues.
- Since employers do not observe an employee's right to privacy in their email/text system, you should not use their employer's email/text system to transmit or receive confidential email/texts.
- The clinician will take reasonable steps to ensure that all information shared through email/texts is kept private and confidential. However, the GBH is not liable for improper disclosure of confidential information that is not a result of our negligence or misconduct. Client information is protected by HIPPA and Confidentiality laws described. Federal rules prohibit you from making any further disclosure of this information, unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by law. A general authorization for the release of medical or other information is not sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate and for Alcohol or Drug abuse.

INFORMED CONSENT

- If you consent to the use of email/text, you are responsible for informing your therapist of any type of information that you do not want sent to you by email/text other than the information detailed in Section B above.
- You are responsible for protecting your password and access to your email/text account and any email/text you send or receive from the GBH. Your clinician cannot be held liable if there is a breach of confidentiality caused by a breach in your account security.
- Any email/text you send that discusses your diagnosis or treatment constitutes informed consent regarding the information being transmitted. If you wish to discontinue email/texting, you must submit written consent to your clinician that you are withdrawing consent to email/text information.

Client signature or sign electronically on GBH's database:

Signed: _____ printed name: _____ Date: _____