

**Substance Use Disorder
Informed Consent, Rights & Responsibilities, and
Notice of Privacy Practices**

WHO WE ARE

Western Psychological & Counseling Services, Inc. is a group practice that includes Substance Use Disorder Services.

Our locations for Substance Use Disorder services include:

Site	Address	Phone
Beaverton	9670 Beaverton Hillsdale Hwy	503-626-9494
Gladstone	890 82 nd Dr. (Building C)	503-659-5515
Vancouver	7507 NE 51 st St.	360-906-1190

This packet includes an informed consent, our Notice of Privacy Practices and an outline of your rights and responsibilities. This packet is for you to keep.

INFORMED CONSENT

Philosophy of care

We believe in providing treatment that is strengths-based and solution-focused. We believe you should be treated as a whole person. We collaborate with others when it is indicated and authorized. This includes managed behavioral healthcare, PCPs & other healthcare providers, hospitals, legal referents, and schools. We individualize treatment to match your needs. We provide high quality care. We review progress and outcomes in treatment. We believe in providing the most cost-effective care, in the least restrictive setting.

Each individual clinician may be different in their approach to care. However, these qualities are overarching. You may learn more about your clinician’s philosophy and experience by checking our website (www.westernpsych.com).

Treatment Process

Services at Western start with an assessment. Your clinician will talk with you about your current situation, ask you about your history, and make a recommendation for services. The next step is a treatment planning session to set goals for treatment and plan services. You will receive an Orientation manual that explains more about Western.

The Substance Use Disorder program offers the following levels of care: 0.5 (Education only), 1.0 Low Intensity Outpatient, and 2.1 Intensive Outpatient. All levels of care include group sessions. Your level of care determines how many times a week you have group.

Risks & Benefits

Substance Use Disorder treatment is generally effective in treating Substance Use Disorders. We review outcomes and we find that most people benefit from our services. Few people get worse as a result of treatment. Improvements do require attending appointments and following through with recommendations. When we develop a treatment plan with you, we will discuss risks and benefits more.

Minors and Custody

Western’s role is to help people with substance use issues make lasting life improvements. It is not our role to conduct a custody evaluation, determine whether a parent is “fit” or not, recommend one parent over another, nor focus on reunification of an adolescent and parent. We will not testify in court about custody issues, unless we are compelled by a court order.

For adolescent with divorced parents, we expect the parents to communicate with each other about services, decide who will schedule appointments, who will bring the adolescent to treatment, etc. The clinician and the adolescent cannot be messengers between parents.

It is important to note that **both** parents have access to an adolescent's record, regardless of custody, unless parental rights have been revoked. If an adolescent is seeking services on their own, the adolescent must consent to have either parent obtain the record.

Since adolescents benefit from an expectation of some privacy, we try not to share details of what an adolescent says or does in treatment. We will share progress in treatment, as well as notify parents of any risks of harm. We include parents in treatment for the benefit of the adolescent.

Minor Consent

Western may provide treatment to an adolescent who is 14 (fourteen) years or older in Oregon and 13 (thirteen) years or older in Washington without the consent of a parent. Oregon law requires that parents are involved in treatment before the end of treatment unless there are very clear, clinical reasons why they should not be involved. These reasons include having been sexually abused by a parent or being "emancipated".

If you are a minor signing this document, you authorize your clinician to use their best judgment to decide whether to contact your parents or not. As a minor consenting to treatment, you also have the right to decide who can see your record, including your parents.

RIGHTS & RESPONSIBILITIES

Rights

You have the right to:

1. Be admitted to treatment and receive services without regard to Race, creed, national origin, religion, gender, sexual orientation, age or disability;
2. Practice the religion of choice as long as the practice does not infringe on the rights and treatment of others or the treatment service. Individual participants have the right to refuse participation in any religious practice;
3. Be reasonably accommodated in case of sensory or physical disability, limited ability to communicate, limited English proficiency, and cultural differences;
4. Be treated with respect, dignity and privacy, except that staff may conduct reasonable searches to detect and prevent possession or use of contraband on the premises;
5. To receive services in the most integrated setting in the community and under conditions that are least restrictive to your liberty, least intrusive to you and that provide for the greatest degree of independence;
6. Be protected from abuse by employees of WPCS and from other patients or clients who are on the agency premises, including sexual abuse or harassment, sexual or financial exploitation, racism or racial harassment and physical intimidation, abuse, or punishment;
 - a. Be free from abuse or neglect and to report any incident of abuse or neglect without being subject to retaliation
 - b. Be free from seclusion or restraint
 - c. Have all services explained, including expected outcomes and possible risks;
7. Have all clinical and personal information treated in accord with state and federal confidentiality regulations;
 - a. Confidentiality and the right to consent to disclosure in accordance with ORS 107.154, ORS 179.505, ORS 179.507, ORS 192.507, 42 CFR Part 2 and 45 CFR Part 205.50
8. Inspect your Individual Service Record in accordance with ORS 179.505 and review your clinical record in the presence of the administrator or designee and be given an opportunity to request amendments or corrections;
 - a. With your treatment plan (also referred to as an Individual Services and Supports Plan), you have the right to:
 - i. Choose from available services and supports that are consistent with the plan
 - ii. Participate in and assist in the development of the written plan
 - iii. Receive services consistent with that plan
 - iv. Participate in periodic review and reassessment of service and support needs
 - v. Assist in the development of the plan
 - vi. Receive a copy of the written plan
9. Receive a copy of agency complaint and grievance procedures upon request and to lodge a complaint or grievance with the agency, or regional support network (RSN), if applicable, if you believe your rights have been violated; and

10. File a complaint with the department when you feel the agency has violated a WAC requirement regulating behavior health agencies;
11. Give informed consent in writing prior to the start of services, except in a medical emergency or as otherwise permitted by law.
 - a. Minor adolescent may give informed consent if under age 18 and lawfully married, age 16 or older and legally emancipated by the court, or age 14 or older
12. Be informed of the policies and procedures, serviced agreements, and fees applicable to the services provided and methods of payment available, and to have a custodial parent, guardian, or representative, assist with understanding any information presented and to have family involved in service planning and delivery
13. Exercise all rights set forth in ORS 109.610 through 109.697 if the individual is a adolescent, as defined by these rules
14. Exercise all rights set forth in ORS 426.385 if the individual is committed to DHS
15. Exercise all rights described in this rule without any form of reprisal or punishment
16. Every patient will be allowed all necessary communication between a minor and a custodial or legal guardian, with an attorney, or in an emergency situation.
17. Each client has the right to refuse treatment to the extent permitted by law. When this prevents care in accordance with professional standards, or the primary provider of care believes the client represents a danger to self or others due to illness, the primary provider may detain the client
18. Each patient shall have reasonable access to the primary care practitioner regarding diagnosis, treatment, and prognosis or any decisions involving care including risks, side effects, and benefits of all medications or treatments, receive medication specific to the individual's diagnosed clinical needs, receive information regarding alternatives to care and authorized providers of all care communicated in language that the client understands
19. Every patient will be fully informed and receive a copy of the counselor disclosure requirements described under RCW 18.19.060.
20. Receive prior notice of service conclusion or transfer, unless it poses a threat to health and safety
21. Every patient will be given a 30-day notice, assistance with relocation, refunds if entitled, and access to records when entitled in the event of an agency closure
22. Receive in writing, or in alternative formats (braille or commonly used languages), a list of the above guaranteed rights on or before admission to the program, periodically thereafter, and in case of disciplinary discharge;
23. Expect the rights above to be posted in public areas and available to all staff and any participant upon request

Complaints & Grievances

If you are unhappy with services at Western, you have a right to file a complaint. You may do it informally by talking directly with your clinician or the front desk. You may also contact our Vice President of Operations. His phone number is 503-828-8718 and his address is P.O. Box 82819, Portland, OR 97282. He responds to complaints for Western. You may also fill out a "Comment and Complaint Form". These are available at each site. They are also on the Western website (westernpsych.com). You may also write a letter.

The form or letter will be sent to the VP of Operations. He will listen to your complaint within a day of receiving the information. Most complaints should be resolved within a week. It may take up to thirty days, depending upon the situation. If there is an urgent situation (i.e., someone is at risk of harm), the complaint is resolved within 48 hours from when we receive the complaint. You may appeal the response to the complaint verbally or in writing to our CEO at the address above or to the State of Oregon Health Services Division (Oregon residents) within 10 working days of a decision. Either party will respond within 10 working days. You may file a second appeal within 10 working days.

We will not retaliate if you make a complaint. We will not reduce or terminate services based on the fact that you made a complaint. You are immune from civil or criminal liability with respect to the making or content of a complaint made in good faith. We treat anyone who complains with respect and confidentiality. We also respect the confidentiality of our staff regarding personnel issues (such as disciplinary actions).

Responsibilities

There are also **responsibilities** that come with receiving treatment at Western. These include the following

Coverage. Please bring a copy of your medical card to each appointment. If you are no longer eligible for benefits, we will cancel future appointments. We may provide transitional appointments, as clinically necessary. We will also tell you of other options. This includes paying cash for services at Western or free/reduced cost services elsewhere.

Cancellations and No-Shows. We require a 24-hour advance notice for cancellations or re-schedules. Please call the office where your appointment is scheduled. If office staff are not available, you may leave a message on the confidential voice mail. **Please do not call Western's after-hours on-call service for appointments or cancellations.**

A late cancellation or no-show has an impact. If we have enough notice of a cancellation, we can provide help to someone else. A late cancellation or no-show means that we were unable to serve another person.

As a result, we charge **\$55 dollars for a no-show or late cancellation** (i.e., less than 24 hours of notice). This fee is not covered by insurance and is due prior to any next appointment.

This fee is waived for Oregon Health Plan and General Fund recipients. However, we may ask you to do certain things before scheduling another appointment. This might include calling the day of the appointment, attending a drop-in time, or taking some other step before setting an appointment. If we do not believe you will make progress on your mental health condition because of no-shows or late cancellations, we may end treatment with you.

If you have no-showed and have not scheduled an appointment after 30 days, we will assume you are ending your treatment. We may close your file at that time.

Overall, we may consider that you are not an active client with us if 1) 45 days have passed, 2) you don't have an appointment with us, and 3) we have not heard from you. You may contact us to set up an appointment to become active again.

Western provides an automated reminder call for appointments. This reminder call is a courtesy call. You are responsible for remembering and attending your appointments.

Crisis & Emergencies. Call 911 if you are experiencing a medical emergency. During office hours, please call the site where you are seen if you are in a mental health or substance use crisis.

The phone number of our **after-hours service is (503) 727-3764**. If your provider is not available, another WPCS provider will be contacted to assist you. This after-hours service is for **crisis calls** only. This means situations where there is a **risk of harm** to someone.

Oregon and Washington have a "warm line" where you may talk to peer counselors. You can use this if you need help with a crisis or concern that does not involve a risk of harm to someone. That number is 1-800-698-2392 for Oregon and 1-877-500-9276 for Washington.

Other. For the health of all, Western does not allow the use of tobacco on campus. Weapons (guns, knives, etc.) are not allowed on campus, as well. Animals are not allowed, except for certified Service Animals.

Financial Responsibilities As a courtesy, Western will check with your health plan to verify your benefits. However, this is not a guarantee of payment. It is your responsibility to understand your coverage, including co-pays, co-insurance, and deductibles. This also includes understanding what services are covered and what are not covered. It is also your responsibility to let us know if there is a change in your insurance or coverage.

The person who signs this Consent is agreeing to be the "financial guarantor", which means this person agrees to pay any of these fees.

If we determine there is a balance on your account (i.e., you owe fees), we will send you a statement. We ask that you complete payment within 30 days. If the fees are not paid, we will send your account to a collection agency. You are responsible for paying the fees, as well as any court/legal fees.

Checks may be made to Western Psychological & Counseling Services, P.C. or WPCS. There is a \$21 service charge for returned checks (non-sufficient funds).

NOTICE OF PRIVACY PRACTICES

Who We Are

This Notice describes how protected health information (PHI) about you (or your adolescent) may be used and disclosed at Western. This includes all our staff and contractors at all our sites. This Notice describes how you can access your information and your other privacy rights.

We are required by law to 1) make sure your medical information is kept private, 2) give you this Notice about our legal duties and privacy practices about your health information and 3) do what we say in the Notice
If you have questions or concerns about privacy of information, you may contact: Privacy Office Western Psychological & Counseling Services (Western) P.O. Box 82819 Portland, OR 97282 Telephone Number: 503-828-8718

Use & Disclosure of Protected Health Information (PHI)

We may use or disclose information about your treatment for the following reasons:

Written Authorization. We have a form you can complete that allows us to share PHI with someone or an organization.

Treatment. We use and disclose your PHI to you in order to provide treatment and other services. We may contact you to provide appointment reminders. We may talk to you about alternatives or other benefits and services that may be of interest to you. We may share information between Western mental health providers in order to coordinate care. We may disclose information for supervision or case consultation within Western.

Payment. We may use and disclose your PHI to obtain payment for services that we provide to you from your insurance plan or payer.

Health Care Operations. We may use and disclose your PHI for our health care operations. This includes our internal administration and planning. This also includes various activities that improve the quality and cost effectiveness of the care that we deliver to you. For example, we may use PHI to evaluate the quality and competence of our therapists. We may also disclose information within Western in order to resolve complaints.

Disclosure to Relatives Close Friends and Other Caregivers. We will use or disclose your PHI to a relative, friend, or caregiver only if you are present and we can reasonably infer you do not object to the disclosure. For example, if you bring a friend or relative to a session, we may decide to use or disclose information for treatment purposes.

Public Health Activities. We may disclose your PHI for the following public health activities: (1) to report health information to public health authorities for the purpose of preventing or controlling disease, injury or disability; (2) to report information about products and services under the jurisdiction of the U.S. Food and Drug Administration; (3) to alert a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease or condition; and (4) to report information to your employer as required under laws addressing work-related illnesses and injuries or workplace medical surveillance.

Abuse or Neglect. If we reasonably believe you are a victim of abuse, neglect or domestic violence, we may disclose your PHI to the appropriate government authority. This includes adolescent, persons who have a mental health diagnosis, and the elderly. We may also disclose PHI if we come in contact with someone who has abused or neglected someone as defined by state laws.

Health Oversight Activities. There are organizations that are responsible for overseeing compliance with government rules for delivering healthcare. We may disclose your PHI to such organizations to ensure compliance.

Judicial and Administrative Proceedings. We may disclose your PHI in response to a court or administrative order.

Law Enforcement Officials. We may disclose your PHI to the police or other law enforcement officials as required or permitted by law or in compliance with a court order or a grand jury or administrative subpoena. This includes, but is not limited to, identifying or locating missing persons, fugitives, or suspects, or reporting crimes committed on our property.

Decedents. We may disclose your PHI to a coroner or medical examiner as authorized by law. We may also disclose PHI as required for any investigation related to a death as allowed by law.

Health or Safety. We may use or disclose your PHI to prevent a serious and imminent threat to someone's health or safety.

Special Government Functions. We may use and disclose your PHI to units of the government with special functions, such as the U.S. military or the U.S. Department of State when the law requires it.

Workers Compensation. We may disclose your PHI as authorized by and to the extent necessary to comply with state law relating to workers' compensation or other similar programs.

As required by law. We may use and disclose your PHI when required to do so by any other law not listed above.

Uses and Disclosures of Your Highly Confidential Information

In addition, federal and Oregon/Washington law imposes special privacy protections for "Highly Confidential Information". This includes alcohol and drug abuse treatment program services, HIV/AIDS testing, and genetic testing. To disclose this information (unless allowed or required by law), we will obtain your authorization.

Coordination with Primary Care

We believe in "holistic" care: the mind and body relate to one another. So, it is important for us to coordinate your care with your primary care provider (PCP). We will ask for an Authorization to Disclose Protected Health Information in order for us to coordinate care. .

Your Rights Regarding Your Protected Health Information

Complaints. If you want more information about privacy or you have a concern about your privacy at Western, you may contact our Privacy Officer. He is listed above. You may also file written complaints with the Director, Office for Civil Rights of the U.S. Department of Health and Human Services. The Privacy Officer can provide you with the correct address for the Director. We will not retaliate against you if you file a complaint with us or the Director.

Right to Request Additional Restrictions. You may request restrictions on our use and disclosure of your PHI. This is for treatment, payment and health care operations. We are not required to agree to the request. To request a restriction, contact our Privacy Officer for the form. We will send you a written response to a completed form.

If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say "yes" unless a law requires us to share that information.

Right to Request Confidential Communications. You may request, and we will accommodate, any reasonable written request for you to receive your PHI by alternative means of communication or at alternative locations.

Right to Revoke Your Authorization. You may request to revoke an Authorization by contacting the Privacy Officer listed above or obtain the form from our website (www.westernpsych.com). If we have already used or disclosed information, we cannot take the information back.

Right to Inspect and Copy Your Health Information. You may request access to your health information with Western. To access your records, complete a Record request form that is at a Western site, through Medical Records at P.O. Box

82819 Portland, OR 97282 or by calling 503-233-5405, by contacting the Privacy Officer listed above, or at our website (www.westernpsych.com). There are limited circumstances where we may deny you access to portions of your record. If you request copies, we will charge you \$10.00. We will also charge you for our postage costs, if you request that we mail the copies to you. If you request a summary of your PHI, we will charge you \$150 per hour for completing the summary.

Right to Amend Your Records. You may request that we amend PHI at Western. To amend your records, obtain and complete an Amendment Request Form from Medical Records or Privacy Officer listed above. We will comply with your request unless we believe that the information that would be amended is accurate and complete or other special circumstances apply.

Right to Receive an Accounting of Disclosures. You may request a listing of some types of disclosures of your PHI. This applies to disclosures within the last six years and after April 14, 2003. If you request an accounting more than once during a twelve (12) month period, we will charge you \$10.00 for each page of the accounting statement.

Right to Receive Paper Copy of this Notice. This is a paper copy of our Notice. You may receive paper copies by contacting the Privacy Officer or Medical Records described above.

Right to Be Notified of a Breach. We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information

Effective Date

This Privacy Notice was first effective on April 14, 2003 and was last amended on May 31, 2016

Changes to this Notice

We may change the terms of this Notice at any time. If we change this Notice, we may make the new notice terms effective for all PHI that we maintain, including any information created or received prior to issuing the new notice. If we change this Notice, we will post the new notice in waiting areas at Western sites. You also may obtain any new notice by contacting the Privacy Office.



You are receiving this letter because we received an order from Western Psychological and Counseling Services for laboratory testing. Your sample was taken via urine and is being sent to our lab for testing and processing. We will be sending the lab results directly to Western Psychological and Counseling Services.

We will file a claim for these laboratory services to the health insurance company that was provided along with your sample.

As the insurance company processes your claim, you may receive one or more EOBs (Explanation of Benefits). This is not a bill. If after full processing of the claim, you are left responsible for any out-of-pocket cost, you will receive an invoice from Molecular Testing Labs along with instructions and information about our payment options. If you receive payment from your insurance company, you must remit that payment to Molecular Testing Labs after signing the back of the check, writing "Pay to the Order of: Molecular Testing Labs". Please send all payments to Molecular Testing Labs, 1475 Tyrell, Boise ID 83706. Please contact Molecular Testing Labs at 1/855-MTL-LABS with questions about your bill.

We hope you find your experience with Molecular Testing Labs a positive one and look forward to helping you with any questions you might have.

Molecular Testing Labs

Revenue Cycle Team