



18 Campus Blvd
Ste 100 - 1696
Newtown Square, PA 19073
484-326-5392 (P), 304-853-5130 (F)
<https://stfrancisxavierpsychiatric.com/>

Patient Name: _____

CONSENT FOR TREATMENT:

The individual signing this form (“you”) hereby consents as or on behalf of the patient named above (the “Patient”) to permit the Practice through its psychiatrist(s), psychologist(s), physician assistant(s), counselor(s), nurse practitioner(s), nurse(s), and other staff to provide diagnostic and other behavioral health care and treatment to the Patient that is medically reasonable and necessary in the professional judgment of the Practice’s professional staff, which may include, among other things, receiving and participating in psychiatric evaluations, individual / group / family psychotherapy, pharmacotherapy, and/or crisis intervention. Further, you consent for the Patient to receive a comprehensive diagnostic assessment, after which you, the Patient, and the Practice will mutually determine whether to continue treatment. Finally, you consent to treatment in the care setting agreed to by both you and the Practice which may include the Practice’s office and/or virtual (*e.g.*, telephone or secure video conference).

CONSENT TO USE AND DISCLOSE HEALTH INFORMATION:

You hereby consent to the Practice’s use and disclosure of medical information in Practice’s possession concerning the Patient’s behavioral health treatment that may identify you and/or the Patient and be considered “protected health information” to: a) the Practice’s workforce, including employees, contractors, trainees, and volunteers, and any other health care provider involved in the Patient’s care for purposes of providing treatment to the Patient; b) the Practice’s workforce and other permitted parties for purposes of the Practice’s health care operations; and c) any other permitted purpose for which the Practice is not required to obtain a separate, express authorization, as permitted or required by applicable state and federal laws and regulations.

CLINICAL POLICIES AND PROCEDURES

Telephone Communications: To safeguard the Patient’s protected health information, the Practice will only leave messages regarding the Patient’s medical and billing information at the phone number(s) on record and/or your email address on record. When leaving a message or speaking with another person regarding the Patient’s care, the Practice will limit the information disclosed to the minimum that is necessary.

This consent is not valid to permit use or disclosure of the Patient’s protected health information for a purpose that requires an authorization under the HIPAA Privacy Rule (45 CFR § 164.508), or where other requirements or conditions exist for the use or disclosure of the Patient’s protected health information under state laws and regulations.

Telepsychiatry: Telepsychiatry includes both video and telephone interactions during which psychiatric and/or therapeutic care is provided. Telepsychiatry provides psychiatric and therapy services using HIPAA-compliant interactive video conferencing tools in which the psychiatrist/therapist and the patient are not at the same location. Telephone calls without video may be used for cases when video is not viable or preferred, and in-person sessions are not feasible. Telepsychiatry will allow the patient to receive psychiatric and therapeutic care without the need to visit the office and travel long distances.

- Your rights with regards to telepsychiatry:
 - The laws that protect the privacy and confidentiality of medical information also apply to telepsychiatry;
 - The various forms of telepsychiatry we employ are known to incorporate network and software security protocols to protect the confidentiality of information and audio/visual data. These protocols include measures to safeguard the data and to aid in protecting against intentional or unintentional corruption.
 - You have the right to withdraw your consent to the use of telepsychiatry during the course of your care at any time.
 - The Practice has the right to withhold or withdraw consent for the use of telepsychiatry during the course of your care at any time;

- Potential risks include, but may not be limited to:
 - Information transmitted may not be sufficient (poor resolution of video);
 - Delays in medical evaluation and treatment due to deficiencies or failures of the equipment;
 - Security protocols can fail, causing a breach of privacy; and
 - A lack of access to all the information available in a face to face visit may result in errors in medical judgment.

- Alternatives to telepsychiatry include traditional face to face sessions.

- Patient's Responsibilities
 - You will not record any telepsychiatry sessions without written consent from us. Similarly, we will not record any of our telepsychiatry sessions without your written consent.
 - You will inform your provider if any other person can hear or see any part of our session before the session begins. Similarly, the provider will inform you if any other person can hear or see any part of your session before the session begins.
 - You agree to use a private and secure network if accessing the internet for a telepsychiatry session and to remain in a private setting so others cannot hear or see you.
 - You agree that you will be physically located in Pennsylvania during your telepsychiatry session.
 - You, not your provider, are responsible for the configuration of any electronic equipment used on your computer or phone that is used for telepsychiatry. You understand that it is your responsibility to ensure the proper functioning of all electronic equipment before your session begins.

Emergencies: The Practice is not available after hours or on holidays and weekends and is not considered an emergency resource. If there is a potential of any physical danger to you, the Patient, or others, you shall call 9-1-1 immediately, go to the nearest emergency room, or call a crisis hotline (such as the National Suicide Hotline at 800-784-2433). After the Patient receives emergency attention, you shall contact the Practice as soon as is feasible at 484-326-5392. If you have an

emergency (such as an allergic reaction to medicine, suicidal thoughts with plan to act, or a suicide attempt) you must call 9-1-1 or go to your nearest emergency room. This is a requirement, as we are not available at all times and emergencies require immediate attention. After doing that you may call us at 484-326-5392. We will return your call as soon as possible.

You agree that if you require emergency treatment during a scheduled session and the applicable health care provider determines, in their professional judgment, that an attempt to secure consent to treatment would result in delay of treatment which would increase the risk to your life or health, that no further consent to treatment will be necessary in such circumstance. You understand that the Practice's staff will work to inform your emergency contact person as soon as practicable in the event of such an emergency. You also understand that to the extent permissible pursuant to applicable privacy laws, your health care information may be disclosed in connection with the provision of emergency treatment.

Collaboration with other Healthcare Practitioners: It is essential for the Practice to communicate and share records with the Patient's current and recent healthcare providers. This is to help establish a more accurate diagnosis, provide therapeutic collaborative care, foster effective coverage in a provider's absence, and decrease the chance for medication errors. Such practitioners include, but are not limited to, inpatient psychiatric practitioners, covering practitioners, primary care physicians, current therapists, any other mental health practitioners the Patient may have seen within the past year, and the Patient's pharmacists. By signing this form, you consent to allow the Practice and its practitioners to disclose and share your medical information for purposes of treatment and coordination of care. The Practice requires access to the Patient's prescription history over the past year to decrease the chance for double prescribing and other prescribing errors (there is nothing to do on your end in this regard).

Medication Management: If the Patient is receiving medication management with our staff, we require **visits at a minimum of every three months**. If the Patient is not willing to be seen at the frequency the staff feels is necessary for the Patient's safety and mental health stability, then the Practice reserves the right to terminate the treatment relationship and assist in the transition of the Patient's care to an appropriate medical professional.

Medication Refills: It is your responsibility to contact the Practice if the Patient needs additional medication before the Patient's next visit. The Practice will only refill medication if the Patient is active in treatment. The Practice may refuse to give a refill if the Practice has not seen the Patient recently and the Practice feels that an office appointment is clinically indicated. Please allow up to three business days to process refill requests. Refills are not processed over weekends or holidays. If prior authorization is required, it is the Patient's responsibility (not the pharmacy's) to get in touch with the Practice. The Practice requires five business days to attempt to get authorization (most of the time it is in the insurance company's hands as to how quickly this can be processed).

Commitment/Duty to Warn: Pennsylvania law gives mental health practitioners, including the Practice and certain of its professional staff, the right to commit the Patient to an inpatient psychiatric unit if the mental health practitioner believes that the Patient is a danger to themselves or others, even if the Patient and/or you disagrees. Additionally, this practice and its practitioners bear the responsibility in warning any individual that is at immediate risk of harm by one of our patients. This policy aligns with state and federal "duty to warn and protect" laws that govern all mental health practitioners.

Mandated Reporter: As healthcare providers, the Practice is required, by law, to make a report of suspected child abuse if they have reasonable cause to suspect that a child is a victim of child abuse. It is not required that the child come before the mandated reporter in order to make a report of suspected child abuse nor are they required to identify the person responsible for the child abuse to make a report of suspected child abuse.

Forensic Services and Disability Determinations: The Practice does not provide forensic services such as custody evaluations, assessments recommended by probation, ability to stand trial, etc.

Recordings: Audio and/or video recording by you and/or the Patient of any session at the Practice is prohibited. If an unauthorized recording is made, it is grounds for the Practice to terminate the treatment relationship.

Note Taking Technology: We uphold a legal and ethical duty to the utmost to safeguard all communications stemming from our appointments. To enhance the quality of care we offer, we may use a specialized, HIPAA-compliant note-taking system that provides automated transcripts and summaries of our interactions. This system employs state-of-the-art encryption, firewalls, and backup measures to help secure your personal information. By proceeding with our appointments, you are giving your consent for us to utilize this note-taking technology.

- Details
 - Transcription and Summarization: The conversations from our appointments will be transcribed and summarized using HIPAA-compliant technology. No recordings are stored by the system. These summarized notes may be included in your confidential medical records.
- Risks and Benefits
 - Risks: Any use of technology carries an inherent risk of unauthorized disclosure. You can bolster the privacy of our communications by using secure, trusted networks and password-protected devices for our appointments. While names and other identifiers are removed, researchers associated with the technology will have access to de-identified session transcripts. It's possible that the system may contain unintentional biases in the summarization process. This risk is offset by our ongoing commitment to carefully review and edit notes using our clinical expertise.
 - Benefits: The automated system allows us to dedicate more attention to the appointment process. It eliminates the need for manual notetaking, thereby aiding memory and focus during and after our appointments. This technology helps in reducing our workload, which could potentially alleviate professional fatigue on our end. The system might offer additional clinical insights that could positively influence the outcomes of our appointments.

Discontinuation of Treatment: The Practice may discontinue treatment with the Patient only after a reasonable amount of discussion and usually for one of the following reasons: (1) Canceling/missing appointments too often; (2) Non-compliance with treatment recommendations; (3) Lack of cooperation by individuals such as parents or legal guardians who are authorized (by the Patient or in accordance with applicable laws and regulations) to participate in the Patient's treatment; and (4) Other reasons include inappropriate / unprofessional behavior, concerns regarding safety, misuse of medication, or lack of compliance with treatment or payment. Additionally, unless otherwise notified by you or the Patient, the Practice will assume that the Patient's treatment relationship with the

Practice has terminated ninety days after the Patient's last visit unless the Patient has an appointment scheduled for a future date. Additionally, the Patient is considered terminated from treatment when clients come for an initial consultation, and it is determined no medication management or ongoing psychiatric care is warranted. Upon termination of the treatment relationship, the Practice carries no further responsibility for the Patient's care. The Patient may re-enter treatment with the Practice at the Practice's discretion and, upon reentering, will be held to the initial signed Consents and, at the Practice's discretion, will be expected to go through either a 60 minute follow up appointment or a new outpatient intake appointment, and pay any relevant fees.

Patient Signature

Date