

**ABC's for Success, LLC.**  
**Consent for Treatment and Client Rights**

CLIENT NAME: \_\_\_\_\_

CLIENT #: \_\_\_\_\_

1. **VOLUNTARY**: I/ We voluntarily consent to this admission and to such ABC's for Success, LLC. care and treatment which may be advised and recommended by the client's attending physician.
2. **EMERGENCY TREATMENT AND TRANSFER TO HOSPITAL**: I/We understand that while at ABC's for Success, LLC. the need for emergency treatment and/or transfer to a hospital may become necessary and appropriate. Should the need for such treatment and/or transfer to a hospital be deemed necessary and appropriate by my physician, or the physician assigned to me by ABC's for Success, LLC. his/her assistants and designees; I/We consent to such emergency treatment and/or transfer to the nearest hospital and to indemnify the hospital, its staff, or any physician who may be in attendance, from any loss resulting from such emergency treatment and/or transfer.
3. **RESTRAINT AND CONFINEMENT**: I/We understand and agree that the use of reasonable restraint and confinement may be necessary in order to protect the client from harming him/herself or others. I/We understand and agree to indemnify the ABC's for Success, LLC. its staff or physicians who may be in attendance, from any loss due to injury that may occur as a result of each restraint and/or confinement.
4. **RELEASE OF INFORMATION**: ABC's for Success, LLC. may disclose all or any part of the client's record to any person or corporation, which is or may be liable under a contract to the ABC's for Success, LLC. or to the client, or to a family member or employer for the client, who are responsible for incurred facility charges. ABC's for Success, LLC. may further disclose all or said part of the client record to the client's referring physician, hospital or clinic.
5. **PERSONAL VALUABLES**: ABC's for Success, LLC. shall **not** be liable for the loss or damage to any money, jewelry, eyeglasses or contact lenses, dentures, documents, or other articles of value.
6. **DRUGS**: The client shall neither use nor keep any drug or drug appliance/apparatus not prescribed by or on behalf of the attending physician and dispense/taken as directed by the physician during the client's current stay. Any such contraband found in the client's possession will be removed and destroyed.
7. **ASSIGNMENT OF INDEMNITY INSURANCE BENEFITS**: The undersigned authorizes direct payment to the facility of any indemnity insurance benefits otherwise payable to the undersigned or client for this treatment. The undersigned authorizes the ABC's for Success, LLC. to make oral communications with the employer of the undersigned or client for the purposes of determining the extent of such indemnity benefits. Payment to the facility by an insurance company pursuant to this authorization shall discharge said insurance company of any obligations to the facility for charges not satisfied by this assignment.
8. **TRANSPORTATION**: I understand that the transportation may be provided for me at my request and that I am using the transportation system voluntarily. If I change my mind about being transported to ABC's for Success, LLC. I have the right to exit from the vehicle at any time when it is reasonable to exit. I release ABC's for Success, LLC. and staff from all liability resulting from the transportation system.

**24 HOUR EMERGENCY PROCEDURE**: I understand that if a psychiatric emergency should arise, I should contact ABC's for Success, LLC. immediately. In the event that I am unable to reach a staff member from ABC's for Success, LLC. during crisis, I will call 911 or go the nearest emergency room and notify them of my psychiatric emergency. In addition, I have been given the telephone contact numbers for National Suicide Prevention Hotline 1-800-273-TALK, and Switchboard Helpline (305)358-HELP, where I can speak to a qualified professional when I am in crisis during after hours emergency.

9.

**H.M.O. Disclaimer:** I certify that I am not presently enrolled in any Health Maintenance Organization, which I have not informed you of. Subsequent rejection of a claim as a result of the admission, due to current undisclosed enrollment in a H.M.O. will constitute a responsibility for payment of claim on my part.

10. **GRIEVANCE PROCEDURE:** Any person (s) who believes that he/she or any class of individuals has been subjected to discrimination as prohibited by Section 504 of the Rehabilitation Act of 1973, may file a complaint pursuant to the procedures set forth below, on his/her own behalf, or on the behalf of another person or on behalf of handicapped persons as a class. All persons are encouraged to file Section 504. Your filing a complaint will not subject you to any form of adverse action, reprimand, retaliation, or otherwise negative treatment by ABC's for Success, LLC. Accordingly, ABC's for Success, LLC. has adopted an internal grievance procedure providing for the prompt and equitable resolution of complaints alleging any action prohibited by the United States Department of Health and Human Services Regulations (45 C.F.R, Part 84), as amended (29 USC 794). Section 504 states, in part, that "no otherwise qualified handicapped individual... shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Law and Regulations may be examined up request to the Administrator, who has been designated to coordinate the efforts of the Health Center, to comply with the Regulations.

If I feel that I have been the victim of abuse I will:

- a. Report it immediately to a staff member
- b. Report it to the Administrator or Clinical Director
- c. Complete the Grievance Form
- d. Contact the Human Rights Advocacy Committee @ 1-800-962-2873.

11. **FINANCIAL AGREEMENT:** The undersigned agrees, that in consideration of the services to be rendered to the client he/she hereby individually obligates himself/herself to pay the account of ABC's for Success, LLC. in accordance with the regular rates and terms of not covered by insurance for services rendered by this Health Center upon discharge. Should the account be referred to an attorney for collection the undersigned shall pay reasonable attorney fees and collection expense.

12. **STAFF MEMBERS WILL BE IDENTIFIABLE TO YOU:** ABC's for Success, LLC. Staff will wear Identification Badges when they present themselves to you in order to maintain your safety and security. Any person who says that they are a member of ABC's for Success, LLC Staff, must show you, our client, a photo identification which demonstrates they are employed by ABC's for Success, LLC. If the person does not have an identification badge, please do not give them any personal information.

**CLIENT/GUARDIAN STATEMENT:**

- 1. I have read and fully understand and agree to all conditions of this Consent for Treatment and Conditions of Admission.
- 2. I have read and fully understand all of Client Bill of Rights. Wherever necessary, I have had the opportunity to ask questions and receive answers to my questions in regard to this Client Bill of Rights.
- 3. I have been informed about the Emergency Procedure and I am aware of what steps to take in an emergency.
- 4. I am aware of the Grievance Procedure and know what steps to take if I feel that I have a grievance.
- 5. I have been informed about the Transportation Services and consent to be transported to ABC's for Success, LLC.

\_\_\_\_\_  
Signature of Client or Legal Guardian (if required).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness's Signature

\_\_\_\_\_  
Date

# ***ABC's for Success, Behavior and Development Center***

## **Client Rights**

**CLIENT NAME:** \_\_\_\_\_ **CLIENT NUMBER:** \_\_\_\_\_

It is the policy of ABC's for Success that all staff members shall support and protect the fundamental human, civil, constitutional and statutory rights of each client. Further, each client shall be informed of his/her rights in a language the client understands and receive a written statement of the "Client Rights".

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### **1. Fundamental Rights:**

- A. To be treated with dignity and respect, and with the utmost professional care, without regard to race, color, religion, sex, national origin, source of payment, socioeconomic condition, age or handicap.
- B. Full Citizenship (except as excluded by Law). vote in all public elections, if eligible. To know there is a procedure that you may obtain Form for Absent Ballot.
- C. Access to legal counsel and private physicians of his/her choice at his/her own expense.
- D. Explanation of status, rules, and regulations, treatment, including medications, restrictions, and any appeal procedure to the individual and family.

### **2. Treatment Rights:**

- A. The right to receive treatment regardless of your ability to pay.
- B. Admission assessment within 24 hours of admission.
- C. Prompt and adequate medical attention for physical illness.
- D. Care and treatment provided by qualified staff that is administered in a safe and humane manner.
- E. A treatment program that is commensurate with service/treatment needs and diagnosis.
- F. The least restrictive conditions necessary to achieve adequate care and treatment and notification of alternative procedures. To participate in decisions made about your treatment.
- G. To be referred to vocational/rehabilitation training as is appropriately determined in your treatment planning.
- H. To know (and for the family to know) the name and title of all staff persons concerned with treatment provided, and who is legally responsible for such care.
- I. The reasons for any proposed change in the professional staff responsible for the client, or for any transfer of the client outside of the facility.
- J. Freedom from experimental or research procedures without informed consent. Such procedures to be considered and approved by an established professional review committee.

- K. Adequate opportunities of an ongoing nature to work with professional and paraprofessional staff members and with relatives in treatment planning and decision-making. The opportunity for periodic consultation with clinicians not directly responsible for the treatment program.
- L. To participate and make decisions regarding discharge and treatment/service plans.
- M. To refuse treatment or to terminate treatment to the extent permitted by Law and to be informed of the medical consequences of this action.
- N. To be informed about his/her condition and treatment in terms that he/she can be responsibly expected to understand.
- O. To expect reasonable continuity of care.

**2. Communication Rights:**

- A. Each client shall at all times retain the right to:
  - 1. Send and receive sealed mail, and have access to writing material, postage and staff assistance when necessary.
  - 2. Contact and consult with legal counsel and private physicians of his/her choice at his/her expense.
  - 3. To communicate by telephone when necessary and to have access to a telephone at any time to report abuse/neglect.
  - 4. To expect to be informed of the use of tape recorders, audiovisuals, or other such equipment and to be assured of confidentiality.

**3. Client's Responsibilities:** I understand that I have certain responsibilities in connection with my treatment. I have received information concerning the rules of the program to which I have been assigned and I agree to follow the program schedule and outline.

- A. Function within the rules and regulations of ABC's for Success as made known to me.
- B. Respect the rights and property of other clients and those of the staff, so far as my abilities will permit.
- C. Participate in my treatment/service planning as far as my abilities permit.
- D. Provide adequate physical care (e.g. grooming, bathing, dressing) for myself as far as my abilities permit.

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**Signature of Client/ Gaurdian**

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**Date**

# ***ABC's for Success, Behavior and Development Center***

CLIENT NAME: \_\_\_\_\_ CLIENT #: \_\_\_\_\_

## **Notice of Privacy Practices**

THIS NOTICE DESCRIBES HOW BEHAVIORAL HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION

1. **PURPOSE:** ABC's for Success and its professional staff, employees, and interns follow the privacy practices described in this Notice. We keep your behavioral health information in records that will be maintained and protected in a confidential manner, as required by law. Please note that in order to provide you with the best possible care and treatment all professional staff involved in your treatment and Billing/Administrative staff involved in healthcare functions may have access to your records.

ABC's for Success and Early Steps Programs, HMO Insurance companies (such as United Behavioral Health and Evercare and others) work closely together and collaborate to provide the best services for our clients, therefore some information may be required to be exchanged with them, such as diagnostic summaries, assessments and reports. Your behavioral health record will be shared with Health care providers if you are referred by any of these health care providers. This sharing of information is done for your benefit and to facilitate the continuity of your care.

2. **HOW WILL ABC's for Success USE MY PROTECTED HEALTH INFORMATION?**

Your personal behavioral health record will be retained by ABC's for Success for approximately seven (7) years after your last clinical contact with the agency. After that time has elapsed, the record will be shredded or burned or otherwise destroyed in a way that protects your privacy.

Until the records are destroyed they may be used, unless you ask for restrictions on a specific use or disclosure, for the following purposes:

- Appointment reminders;
- Notification when an appointment is cancelled or rescheduled by the Center;
- As may be required by law;
- For public health purposes such as reporting of child or elder abuse or neglect; reporting reactions to medications; infectious disease control; notifying authorities of suspected abuse, neglect, or domestic violence (if you agree or as required by law);

- Mental health oversight activities, e.g., audits, inspections or investigations of administration and management of ABC's for Success;
  - Lawsuits and disputes (We will attempt to provide you advance notice of subpoena before disclosing information from your record.);
  - Law enforcement (e.g., in response to a court order or other legal process) to identify or locate an individual being sought by authorities; about victim of a crime under restricted circumstances; about a death that may be the result of criminal conduct; about criminal conduct that occurred in the Center; when emergency circumstances occur relating to a crime;
  - To prevent a serious threat to health or safety;
3. YOUR AUTHORIZATION IS REQUIRED FOR OTHER DISCLOSURES. Except as described previously, we will not use or disclose information from your record unless you authorize (permit) in writing for ABC's for Success to do so. You may revoke your permission, which will be effective only after the date of your written revocation.
4. YOU HAVE RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION. You have the following rights regarding your health information, provided that you make a written request to invoke the right on the form provided by ABC's for Success.
- Right to request restriction. You may request limitations on your behavioral health information we may disclose, but we are not required to agree to your request. If we agree, we will comply with your request unless the information is needed to provide you with emergency treatment.
  - Right to confidential communications. You may request communications in a certain way or at a certain location, but you must specify how or where you wish to be contacted.
  - Right to inspect and copy. You have the right to inspect and copy your behavioral health information regarding decisions about your care; however, psychotherapy notes may not be inspected and copied. We may charge a fee for copying, mailing, and supplies. Under limited circumstances, your request may be denied; you may request review of the denial by another licensed mental health professional chosen by our agency. ABC's for Success will comply with the outcome of the review.

- Right to request to clarify record. If you believe that the information we have about you is incorrect or incomplete you may ask to add clarifying information. You may ask for a form for that purpose and the form will require certain specific information. ABC's for Success is not required to accept the information that you propose.
  - Right to accounting of disclosures. You may request a list of the disclosures of your behavioral health information that have been made to persons or entities other than for treatment or health care operations.
5. Right to a copy of this Notice. You may request a paper copy of this Notice at any time, even if you have been provided with an electronic copy.

6. REQUIREMENTS REGARDING THIS NOTICE.

ABC's for Success is required to provide you with this Notice that governs our privacy practices. ABC's for Success may change its policies or procedures in regard to privacy practices. If and when changes occur, the changes will be effective for behavioral health information we have about you as well as any information we receive in the future. Any time you come in to ABC's for Success for an appointment, you may ask for and receive a copy of the Privacy Notice that is in effect at the time.

7. COMPLAINTS. If you believe your privacy rights have been violated, you may file a complaint with ABC's for Success, or with the Florida Department of Health or Agency for Healthcare Administration. You will not be penalized or retaliated against in any way for making a complaint.

Contact: Call ABC's for Success and ask to speak to the Clinical Director if:

- you have a complaint;
- you have any questions about this notice
- you wish to request restrictions on uses and disclosure for health care treatment or operations; or
- you wish to obtain any of the forms mentioned to exercise your individual rights described above.

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Signature of Client / Guardian

Date