**CONSENT FOR SERVICES**

I hereby voluntarily consent to receive mental health peer support services at PEERSTAR LLC, SM.

I understand the purpose of peer support is: (1) to provide opportunities to direct my own recovery; (2) to teach and support acquisition and utilization of the skills needed to facilitate my own recovery; (3) to promote knowledge of available service options and choices; (4) to promote utilization of natural resources within the community; and (5) to facilitate the development of a sense of wellness and self-worth.

I understand the benefits of peer support is to allow me to realize that I have the ability to direct my own recovery through personal growth, recovery and inclusion in the community by access to competent services and supports of my choice in order to be able to enjoy a better quality of life. I understand the alternatives and risks of peer support are that I may not improve if I do not take an active role in my own recovery or do not follow the guidance and suggestions from individuals with experience and a history of mental illness.

I understand that such peer support services will consist of an evaluation process, an intake assessment, and mental health peer support services and activities.

I have been given information concerning the services offered and authorize Peerstar LLCSM., to administer such peer support services as deemed advisable. However, such consent does not waive my civil rights and I reserve the right to decline any peer support services that I believe is not in my best interests (unless peer support services have been court ordered by a judge or when refusing services poses an imminent risk of harm or death to myself or others).

 **TELEHEALTH CONSENT (video/audio only)**

I hereby voluntarily consent to receive treatment services from Peerstar LLC, where I will receive treatment through telehealth (video/audio only). Yes/no

I have been given information concerning the services offered, and authorize Peerstar LLC, to administer such treatment as is deemed advisable by the clinician. However, such consent does not waive my civil rights and I reserve the right to decline any treatment that I believe is not in my best interests (unless treatment has been court ordered by a judge or when refusing services poses an imminent risk of harm or death to myself or others). I understand that care will not be withheld if I refuse to receive services through the telehealth encounter, and while I understand that I have the right to refuse services, I will be made aware of the alternatives available which could include delays in service, need to travel, or risks associated with not having the services provided by telehealth. I may opt in to in person services at any time.: Yes /no

 **CONFIDENTIALITY**

 I understand that my records are confidential and will not be released to other individuals or agencies outside Peerstar LLCSM without my expressed written consent. However, I realize that certain information may be released without my authorization under the following circumstances:

 1. Upon receipt of a legitimate subpoena or court order.

 2. In the event of a valid medical emergency.

 3. If there is evidence to suggest that child abuse has occurred.

 4. When a hazard to the public safety (such as homicide) requires disclosure.

 5. To third party payers to verify provision of service.

 I understand that my records are confidential and will not be released to other agencies without my written consent. However, I realize that certain information may be released without my authorization if any of the above circumstances should arise. I understand that additional information on Peerstar LLCSM's privacy practices related to my medical records is available from the Peerstar LLCSM's comprehensive Notice of Privacy Practices, a copy of which has been made available to me, and which I have read or do not wish to read, prior to signing this consent. I understand that any changes in Peerstar LLCSM's., privacy practices will result in modifications to the notice of Privacy Practices, and that up-to-date notices will be made available to me, if I choose to review them.

 **ATTENDANCE**

 It is important that you attend scheduled appointments in order to benefit from the services you are receiving. However we understand that there are times when you must cancel your appointment. In cases when you are unable to attend, please contact the office to cancel your appointment 24 hours in advance.

 **NON-DISCRIMINATION**

 Peerstar shall not discriminate against staff or individuals receiving services on the basis of race, color, creed, disability, religious affiliation, ancestry, sex, gender, gender identity or expression, sexual orientation, national origin, ethnicity, or economic status, and must observe all applicable State and Federal statutes and regulations.

 **CLIENT RIGHTS**

 As a client involved in services with Peerstar LLC, SM, you have a right to:

 - Quality peer support services

 - Peer support services, regardless of race, religion, sex, age, ethnic background, or handicap.

 - Dignity, compassion, respect, open communication, and positive social relationships.

 - An Individual Service Plan

 - Be provided with another service or additional services, if necessary.

- Be informed about all aspects of your peer support services in language that you can understand.

 - Participate in planning your discharge from peer support services.

 - Receive peer support services in the least restrictive setting possible

- Refuse all peer support services or a specific aspect of peer support services (unless court ordered by a judge, or when refusing peer support services is likely to place yourself or others at risk of harm or death).

 - Be protected against invasion of your privacy, including unwarranted disclosure of records.

 **CLIENT RESPONSIBILITIES**

 As a client involved in services with Peerstar LLCSM., you have the responsibility to:

- Make sure that you understand your rights and peer support services information by asking questions.

- Being open and honest with your peer support specialist in order to benefit from peer support services.

 - Take an active role in your individualized peer support services plan.

 - Show respect and concern for other peers, respecting their privacy as well as your own.

 - To be courteous, respectful and cooperative in peer support services.

 - To attend scheduled meetings, appointments, peer support services.

- To actively participate and engage in peer support sessions while free of being impaired by any form of alcohol, any narcotic or any controlled substance.

 **SAFETY**

 It is Peerstar's policy to provide a workplace that is safe and free from all threatening and intimidating conduct. It will be a violation of this policy for any individual to engage in any conduct, verbal or physical, which intimidates, endangers, or creates the perception of intent to harm persons or property. Examples include but are not limited to:

- Physical assaults or threats of physical assault, whether made in person or by other means (i.e., in writing, by phone, fax, or e-mail).

- Verbal conduct that is intimidating and has the purpose or effect of threatening the health or safety of another person.

- Possession of firearms or any other lethal weapon during Peer sessions. Weapons should remain secured during sessions in the home.

- Any other conduct or acts which management believes represents an imminent or potential danger to safety/security.

 **TELEPHONE CONFIDENTIALITY**

It may be necessary for Peerstar LLCSM personnel to contact you by telephone to arrange or cancel appointments, or to give/receive information. Please indicate whether we may identify the agency by name when calling, and list telephone numbers where you can be reached.

 **EMAIL / TEXTING CONFIDENTIALITY**

 Do you want Peerstar LLCSM personnel to communicate with you via email, texting, or similar electronic communication (together, Email)? If you do, you need to be aware that Email communication is not a secure form of communication for confidential health information and that Emails to or from Peerstar LLCSM personnel may identify you as receiving peer support services from Peerstar LLCSM and may contain other personal health information. Peerstar LLCSM cannot guarantee the security of Email communication. Telephone and regular mail is a more secure way of communicating. If you would still like to authorize Peerstar LLCSM personnel to communicate with you via Email, please provide your email address and/or text number and initial below, indicating that you accept the risk of disclosure of confidential health information sent or received via Email

 **HIPAA/Confidentiality Statement**

 THIS NOTICE DESCRIBES HOW PEER SUPPORT / PSYCHOLOGICAL / PSYCHIATRIC / THERAPEUTIC / DRUG AND ALCOHOL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

 I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

 We may use or disclose your protected health information (PHI) for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions:

 - 'PHI' refers to information in your health record that could identify you.

 - 'Treatment, Payment and Health Care Operations'

 - 'Payment' is when we obtain reimbursement for your healthcare. Examples of payment are when we disclose your PHI to your health insurer, managed care organization, Medical Assistance or Medicaid/Medicare to o

 - 'Treatment' is when we provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when we consult with another health care provider, such as your family physician or another psychologist/psychiatrist/therapist.

 - 'Health Care Operations' are activities that relate to the performance and operation of the practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services

 - 'Uses' applies only to activities within the office, clinic, practice group, etc. such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.

 - 'Disclosure' applies to activities outside of the [office, clinic, practice group, etc.], such as releasing, transferring, or providing access to information about you to other parties.

 II. Uses and Disclosures Requiring Authorization

 We may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An 'authorization' is written permission above and beyond the general consent that permits only specific disclosures. In those instances when we are asked for information for purposes outside of treatment, payment, and health care operations, we will obtain an authorization from you before releasing this information. We will also need to obtain an authorization before releasing your peer support encounter notes or progress notes and Individual Service Plans (collectively, 'Progress Notes'). 'Progress Notes' are notes we have made about our conversation during a private, group, joint, or family peer support session.

 III. Uses and Disclosures with Neither Consent nor Authorization

 We may use or disclose PHI without your consent or authorization in the following circumstances:

 - Child Abuse: If we have reasonable cause to suspect abuse of children, we may be required by law to report this to the Pennsylvania Department of Public Welfare or similar agencies.

 - Adult and Domestic Abuse: If we have reasonable cause to believe that an older adult is in need of protective services (regarding abuse, neglect, exploitation or abandonment), we may report such to the local agency which provides protective services.

 - Judicial or Administrative Proceedings: If you are involved in a court proceeding and a request is made about the services we provided you or the records thereof, such information is privileged under state law, and we will not release the information without your written consent, or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.

 - Serious Threat to Health or Safety: If you express a serious threat, or intent to kill or seriously injure an identified or readily identifiable person or group of people, and we determine that you are likely to carry out the threat, we must take reasonable measures to prevent harm. Reasonable measures may include directly advising the potential victim of the threat or intent.

 - Worker's Compensation: If you file a worker's compensation claim, we may be required to file periodic reports with your employer which shall include, where pertinent, history, diagnosis, treatment, and prognosis.

 IV. Patient's Rights and Psychologist/Psychiatrist/Therapist's Duties

 - 'Right to Request Restrictions' You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, we are not required to agree to a restriction you request.

 - Right to Receive Confidential Communications by Alternative Means and at Alternative Locations - You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing us. Upon your request, we will send your bills to another address.)

 - 'Right to Inspect and Copy' You have the right to inspect or obtain a copy (or both) of PHI in your mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. We may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, we will discuss with you the details of the request and denial process.

 - 'Right to Amend' You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. We may deny your request. On your request, we will discuss with you the details of the amendment process.

 - 'Right to an Accounting' You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, we will discuss with you the details of the accounting process.

 - 'Right to a Paper Copy' You have the right to obtain a paper copy of the notice from us upon request even if you have agreed to receive the notice electronically.

 Peer Specialist's and Supervisor's Duties:

 - We are required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI

 - We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.

 - If we revise our policies and procedures, we will send a revised notice to each patient by mail.

 V. Complaints

 If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact our Director of Program Integrity and Compliance at (814) 515-2699.

 You can also complain to the federal government, Secretary of Health and Human Services, by writing to: U.S. Department of Health & Human Services, Office for Civil Rights, 150 S. Independence Mall West - Suite 372, Philadelphia, PA. 19106-3499.

 Your services will not be affected by any complaint made to Peerstar LLCSM, Secretary of Health and Human Services or Office of Civil Rights.

 VI. Effective Date, Restrictions and Changes to Privacy Policy

 This notice will go into effect on April 1, 2003, revised effective February 20, 2012.

 We reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. We will provide you with a revised notice by mail.

 **Patient Choice Form**

I have been informed that I have the right to choose a peer support services provider. I have had the opportunity to discuss peer support services with the Peerstar LLC, SM staff who informed me of the choices available in my county. I am aware that Peerstar LLC, SM is affiliated with Nulton Diagnostic and Treatment Center, PC through common ownership. I have also been advised that if I would like to discuss further options for receiving peer support service that I can call the following toll-free numbers.

**Beacon Health Options**

www.beaconhealthoptions.com

pawebmaster@beaconhealthoptions.com

Westmoreland: 1-877-688-5977

Armstrong: 1-877-688-5969

Indiana: 1-877-688-5969

**PerformCare (formerly CBHNP)**

Website: http://pa.performcare.org -- Email:https://pa.performcare.org/securecontact/index.aspx

Franklin-Fulton County: 1-866-773-7917

Cumberland: 1-888-722-8646 (TTY 1-800-654-5984)

Dauphin: 1-888-722-8646 (TTY 1-800-654-5984)

Lancaster: 1-888-722-8646 (TTY 1-800-654-5984)

Lebanon: 1-888-722-8646 (TTY 1-800-654-5984)

Perry: 1-888-722-8646 (TTY 1-800-654-5984)

**Community Care Behavioral Health Organization - CCBHO**

Website: www.ccbh.com

Bedford: 866-483-2908

Somerset: 866-483-2908

Blair: 855-520-9715

Clearfield: 866-878-6046

Jefferson: 866-878-6046

Centre: 866-878-6046

Huntington: 866-878-6046

Mifflin: 866-878-6046

Juniata: 866-878-6046

Wayne: 866-878-6046

Susquehanna: 866-668-4696

Lackawanna: 866-668-4696

Luzerne: 866-668-4696

Wyoming: 866-668-4696

Carbon: 866-473-5862

Monroe: 866-473-5862

Pike: 866-473-5862

Delaware: 855-889-7827

**Magellan**

Website: www.magellan.com

Cambria County: 800-424-0485

Lehigh County: 866-238-2311

Northampton County: 866-238-2312

**Community Behavioral Health (CBH)**

Philadelphia County

801 Market St

Suite 7000

Philadelphia, PA 19107

(215) 413-3100

 **Resources**

 If you would like additional resources or information regarding mental health treatment choices, please use the links for the websites listed above for each Managed Care Organization, or call the toll-free numbers listed.

 **Service Quality Complaints/Concerns**

 You may contact the Peerstar LLC, SM Director of Program Integrity and Compliance at 1-888-733-7781 with any complaint or concern you may have regarding the quality of the services you receive.

Also, you may contact your Managed Care Organization (MCO) by the phone number listed above.

 Medicaid Waste, Fraud, or Abuse Complaints/Concerns: You may contact the Peerstar LLC Compliance Department at 1-888-733-7781 with any complaint or concern you may have regarding Medicaid Waste, Fraud, or Abuse. You may also contact the PA Department of Human Services at 1-866-379-8477.

 **Wellness Recovery Action Plan (WRAP)**

 I have received a pocket WRAP and have been offered the opportunity to work on my WRAP. Every WRAP is totally voluntary. I, the person who is developing the WRAP, decide if I want to do it, when I want to do it, how long I will take, what it will include, and who assists and supports me.

 **Tobacco Prevention & Control**

 PA Free Quitline: 1-800-QUIT-NOW (784-8669)

 By contacting the PA Free Quitline, you can receive:

 - Up to 5 coaching sessions by phone

 - Unlimited calls to the PA Free Quitline as needed

 - Educational materials on quitting tobacco use

 - Free Nicotine Replacement Therapy (NRT) (up to 8 weeks of patches) for qualified callers.

 **PENNSYLVANIA MEDICAL ASSISTANCE PEER SUPPORT PROGRAM**

 I, the above individual, have requested that Peerstar LLC, SM provide peer support services to me. I do so while understanding, acknowledging and agreeing to the following terms with the intention of being legally bound:

 - Type of Service: Peer support services are comprised of interactions conducted by self-identified current or former consumers of behavioral health services who are trained and certified to offer support and assistance in helping others in their mental health recovery and community-integration process.

 - No Medical or Mental Health Treatment: Peer support services are not medical, mental health or substance abuse treatment services. They are offered in addition to and not as a replacement for such services

 - Peer Specialists: PeerstarSM peer support services will be provided to me by a certified peer specialist who is a person who has identified himself or herself as having recovered from mental illness, substance abuse and/or similar co-occurring disorders and received training in mental health recovery before receiving their certification. A certified peer specialist cannot and does not render medical or psychological advice.

 - Confidentiality: Peerstar agrees to treat your information as confidential as required by applicable law. (Including 55 Pa. Code 5100.31-5100.39 (relating to confidentiality of mental health records), and the Health Insurance Portability and Accountability Act of 1996 ('HIPAA') and its implementing regulations (relating to privacy and security of protected health information).

 - Criminal Background -- Peer Specialists: Peer support services have been shown to be the most effective when the certified peer specialist providing the services has a background similar to the person receiving the service. This includes people with criminal backgrounds and histories.

 - Criminal Background Disclosure -- Peer Specialists and Supervisors: PeerstarSM hereby discloses to me that some certified peer specialists and supervisors employed by PeerstarSM to provide peer support services have criminal backgrounds or criminal histories known to or knowable by PeerstarSM.

**Transportation**

 - No Transportation Provided By PeerstarSM: PeerstarSM does not provide transportation of any kind to clients receiving peer support services, and PeerstarSM does not authorize, direct, or require certified peer support specialists to transport clients for any reason within their scope of their employment with Peerstar LLC, SM.

 - Courtesy Transportation Provided by Peer Specialists and Supervisors: As a courtesy, PeerstarSM peer support specialists and supervisors themselves may from time to time, acting in their sole discretion and judgment and outside the scope of their employment and supervision, offer to provide personal automobile or other forms of transportation to peer support clients and/or clients¿ family members or designated others.

 - Transportation -- Assumption of Risk. I understand and agree that there are foreseeable and unforeseeable risks of serious bodily injury or death while operating or being a passenger in an automobile or other form of transportation. If I accept an offer by a Peerstar LLC SM peer support specialist or supervisor for automobile transportation, I do so voluntarily, and I fully assume all such risks. I agree that neither Peerstar LLC SM, nor its officers, directors, shareholders or employees are responsible or liable to me in any way for the actions or inactions of certified peer support specialists, supervisors or third parties who choose to provide me with transportation, which is not in the scope of their employment. I agree to indemnify and hold harmless Peerstar LLC SM and its officers, directors, shareholders and employees , including the staff person driving from any liability, loss, cost, damage, claim or suit whatsoever for any and all injury, loss, illness, or harm resulting from or related to my transport by a peer support specialist or supervisor. I acknowledge and agree that Peerstar LLC SM does not maintain insurance to reimburse me for any injury I or my family or designated others may sustain while being transported by a Peerstar LLC SM peer support specialist or supervisor and that Peerstar LLC, SM peer support specialists or supervisors may or may not maintain such insurance. I voluntarily assume this risk. I agree that this statement will be binding on me, my family members, and my heirs, executors and representatives.