

This Notice of Patient Rights and Responsibilities (the “**Notice**”) is for clients/patients of InterCommunity, Inc. (“**InterCommunity**”). This Notice is designed to inform you of your rights and responsibilities. We will also review this Notice with you and you will receive a copy for future reference. We encourage you to refer back to this Notice or to contact any member of InterCommunity at any time with questions about your rights and responsibilities.

### **PATIENT RIGHTS**

You have the right to be treated humanely and with dignity and to an environment that contributes to a positive self-image and minimizes distractions that interfere with therapeutic activities. You shall not be deprived of any personal, property, or civil rights without due process of law. InterCommunity does not use restraints or seclusion. You have a right to have access to your medical records, unless doing so would be medically harmful for you or as otherwise provided by law. You have a right to be free from humiliation, neglect, exploitation, sexual harassment, or any type of abuse, and discrimination because of your race, gender, sexual orientation, sexual identity, religious beliefs, or disability.

You also have the right to receive information about the methods of treatment, techniques used, duration of treatment, if known, professional education and experience of your providers, medications prescribed (prior to giving consent if applicable), and the fee structure. Information will be provided to you prior to treatment so that you can provide your informed consent to treatment. You shall be treated in accordance with an individualized treatment plan suited to your needs, which shall be reviewed on occasion and include a discharge plan (as appropriate), and you have the right to lead in the creation of your service goals and the service plans. At any time you may choose to, or choose not to, participate in research projects that ensure ethical treatment/research.

You may refuse care, treatment, or services in accordance with the law and you will not be provided with medication or any treatment without your informed consent except in accordance with applicable law regarding involuntary treatment. You have the right to delegate decisions about your care, treatment, or services to another and to involve your family in decisions about your care, treatment, and services. At any time you may choose to seek a second opinion, request a change of provider, seek an internal review of your plan of care, treatment, or service, and/or terminate treatment. You have full access to outside self-help support group services, protective services, advocacy support services, and legal entities for appropriate representation.

### **TELEHEALTH SERVICES**

In general, healthcare services occur within an InterCommunity site. However, after establishing care at InterCommunity, you may request, or your provider may recommend, that you receive remote/virtual health care or evaluation services via electronic communication technologies like your phone, tablet, or computer (referred to as “**telehealth**”). Telehealth may make it easier for you to access care and avoid exposure to illness. While there may be some limitations to telehealth (e.g., your provider may not be able to see images clearly due to poor resolution, which could make it more difficult to read non-verbal cues, or may not be able to physically examine you, if necessary, as would be the case at an office visit), these will be explained to you with respect to the particular service being provided via telehealth so that you may make an informed decision whether to participate. In addition, as with all technology, please note that technical problems may interrupt, delay or stop your telehealth visit.

Telehealth services may only occur when both you and your provider deem telehealth to be medically appropriate. If you receive telehealth services, InterCommunity will notify you if anyone else is present in the room

during the visit and will endeavor to protect your privacy by using technology designed for that purpose. Although, the security of any technology cannot be guaranteed. To avoid someone overhearing and/or intercepting your telehealth visit from your end, we recommend accessing telehealth in a private setting using a network that is private and secure.

Prior to/during your initial telehealth visit, your provider will ask if you have had the opportunity to review this information regarding telehealth services, will allow you an opportunity to ask any questions, and confirm your consent to share information from the visit with your primary care provider. You may, at any time, ask for an in-person encounter instead of a telehealth encounter. Unless otherwise noted, all documents signed for treatment at InterCommunity apply to services delivered through telehealth. If you are incapable of consenting to telehealth services under applicable law, your authorized representative (e.g., your parent, legal guardian, or conservator) must be present during the initial telehealth visit.

Permission to renew telehealth treatments must be signed annually in order to continue to participate in telehealth services. You may revoke your consent at any time by submitting your request in writing, or you may refuse to participate or decide to stop participating at any time. Any revocation of your consent, or any refusal to participate or decision to stop participating, will be documented in your medical record.

## **PRIVACY**

You have the right to have your privacy respected and your protected health information kept confidential. Protected health information will only be used and shared in accordance with InterCommunity's Notice of Privacy Practices, which you have been provided along with this document.

InterCommunity is part of an organized health care arrangement including participants in OCHIN. A current list of OCHIN participants is available at [www.ochin.org](http://www.ochin.org). As a business associate of Intercommunity, OCHIN supplies information technology and related services to Intercommunity and other OCHIN participants. OCHIN also engages in quality assessment and improvement activities on behalf of its participants. For example, OCHIN coordinates clinical review activities on behalf of participating organizations to establish best practice standards and assess clinical benefits that may be derived from the use of electronic health record systems. OCHIN also helps participants work collaboratively to improve the management of internal and external patient referrals. Your health information may be shared by InterCommunity with other OCHIN participants when necessary for health care operations purposes of the organized health care arrangement,

As part of InterCommunity's participation in OCHIN, InterCommunity's electronic medical records are shared with other treating providers through the Epic electronic medical records system ("**Epic**") and its Care Everywhere function. Through Epic, many of your hospitals, physicians, clinics, and other Epic providers can access the shared electronic medical record, which includes the medical information generated by InterCommunity and other providers. The medical record information is shared to facilitate care coordination, and access to the information is granted on a need-to-know basis for the sole purpose of treatment and ensuring patient safety and care consistency. Although you may not opt out of Epic, you may request in writing to opt out of Care Everywhere, which will prevent future treating providers outside of the OCHIN network from accessing your medical record in the OCHIN Epic system. Treating providers who are OCHIN participants will continue to have access to your information. Please contact InterCommunity's Privacy Officer at 860-569-5900 ext. 364 or [compliance@intercommunityct.org](mailto:compliance@intercommunityct.org) for information regarding how to opt out of Care Everywhere or if you have any questions about the information shared through Epic.

InterCommunity also shares electronic medical information through the Connecticut Health Information Exchange known as “CONNIE.” Through CONNIE, your hospitals, physicians, clinics, and other health care providers may be provided with access to medical information generated by InterCommunity to facilitate care and ensure patient safety and care consistency. For more information about CONNIE, please contact the administrators of CONNIE directly at 888-783-4410 or [info@connect.org](mailto:info@connect.org). To opt-out of CONNIE, you may complete CONNIE’s opt-out form accessed on-line at <https://connect.connect.org/OptoutForm>.

Upon intake, you will be asked to sign a consent to permit the foregoing disclosures, particularly related to the use and disclosure of information regarding HIV status, mental health, and substance use disorders.

**Special Note for treating minors at InterCommunity:** Patients under the age of 18 are automatically opted out of Care Everywhere. However, InterCommunity recommends participation in Care Everywhere to facilitate best care coordination. If you would like to opt in to have your child’s information be shared through Care Everywhere, please speak with your child’s provider or contact InterCommunity’s Privacy Officer at 860-569-5900 ext. 364 or [compliance@intercommunityct.org](mailto:compliance@intercommunityct.org).

### **EMERGENCIES**

InterCommunity nursing staff can be reached 24 hours a day for urgent medical issues by calling 860-569-5900. In the case of emergencies, please dial 911 or go to the nearest urgent care center.

### **PATIENT RESPONSIBILITIES**

As a client/patient of InterCommunity, it is your responsibility to utilize InterCommunity’s services to promote your health in part by being an active participant in the planning, implementation, and evaluation of your program, plans and goals. It is InterCommunity’s practice to review treatment plans with patients and to document that this has occurred by marking a check box within your health record. Everyone at InterCommunity has the responsibility to respect the rights of other people and InterCommunity’s policies, procedures, norms and specific program rules.

You are responsible for payment of the fees related to the services provided by InterCommunity. If you carry insurance, arrangements will be made for payment of services from the insurance company and you will be held responsible for deductibles, co-payment of services from the insurance company, non-covered services, or unpaid balances. People insured by Medicaid may be exempt from such payments in accordance with applicable laws. If you do not have insurance or are otherwise concerned about your ability to meet your financial obligations, you may meet with a financial specialist to determine whether you qualify for discounted care under InterCommunity’s Sliding Fee Discount policy.

### **GRIEVANCES**

If at any point you feel that your rights have been violated, you are entitled to file a complaint or grievance by contacting InterCommunity’s Client Rights Officer and/or the relevant government authority. Contact information is posted in the lobby of the InterCommunity site where you received services and includes: calling 860-569-5900 ext. 364 and asking to be connected with the Client Rights Officer or emailing

compliance@intercommunityct.org. InterCommunity responds to complaints/ grievances within three business days.

If you are a patient of InterCommunity's outpatient psychiatric facility, you may also file a petition with the superior court within whose jurisdiction you reside. In addition, InterCommunity's Notice of Privacy Practices provides specific contact information for any grievance you may have relating to your protected health information. It is our expectation that all members of InterCommunity follow the grievance policies, procedures, and decisions.

**After reviewing this Notice, please sign the Informed Consent/Permission to Treat and Acknowledgement of Receipt of InterCommunity's Notice of Privacy Practices on the following pages.**

**INFORMED CONSENT/PERMISSION TO TREAT**

By signing below, I acknowledge the following:

- I have read, or had read to me, and fully understand the conditions outlined in the Notice of Patient Rights and Responsibilities and the acknowledgements listed in this form.
- I give full and voluntary consent and authorize InterCommunity, Inc. and its staff, including the physicians, APRNs, psychiatrists, psychologists, social workers, counselors, nurses, and medical assistants to provide me with treatment, counseling, or other services or procedures as may be considered necessary and advisable with respect to my care. I have been given an explanation of the nature and purpose of the proposed care, which may include physical health, mental health, and/or substance use disorder treatment. The risks and benefits of care, reasonable alternatives, and the risks/benefits of not receiving or undergoing care have also been discussed. Ample time has been offered for me to ask questions and seek clarification of anything that is unclear to me. I further understand and agree that I will participate in the planning of my care and that I may stop such care at any time.
- I have reviewed the information above regarding telehealth, and my voluntary consent and authorization to treatment, counseling, and other services extends to telehealth services provided to me by InterCommunity as described above. I understand that my authorized representative (e.g., parent, legal guardian, or conservator) must be present at my initial telehealth visit if I am incapable of consenting to telehealth services under applicable law. I understand that prior to receiving any telehealth services/at my initial telehealth visit, there will be an opportunity to ask any questions and confirm my consent to share information from the visit with my primary care provider.
- I am clear about my rights and responsibilities related to services and expectations of behaviors/treatment of others.
- I have sufficient information to make a decision to proceed or refuse any particular course of care, treatment, service or procedure. I consent to participate in the evaluation and/or treatment.
- I acknowledge that I may revoke my consent to any evaluation or treatment (including via telehealth) at any time by submitting my request in writing, or I may refuse to participate or decide to stop participating at any time. I acknowledge that any revocation of my consent, or any refusal to participate or decision to stop participating, will be documented in my medical record.

**Consents Related to Use and Disclosure of Protected Health Information**

- I consent to InterCommunity's use and disclosure of all my protected health information, including my physical, mental health, HIV status, and all substance use disorder information, including medications, dosages, lab results, allergies, diagnostic information, and substance use history, for the purposes of treatment, payment, and healthcare operations. This includes my consent for InterCommunity to disclose all the information above to InterCommunity's business associates/qualified service organizations, including OCHIN and CONNIE, and to other present and future treating providers who share medical records and information through the Epic system either as OCHIN participants or Care Everywhere users or through CONNIE, unless I successfully opt-out of Care Everywhere or CONNIE, all as described in InterCommunity's Notice of Patient Rights and Responsibilities and Notice of Privacy Practices.

**Notice of Patient Rights and Responsibilities  
Informed Consent/Permission to Treat  
Acknowledgement of Privacy Practices**

- I understand that upon written request, InterCommunity will provide me with a list of entities to which my substance use disorder treatment information was disclosed during the preceding three (3) years with my consent and/or for treatment, payment or health care operations (but only if such disclosure was made electronically).
- I understand that I may revoke this consent with respect to use and disclosure of protected health information, but such revocation will not apply to any information that InterCommunity has already entered into its shared Epic medical record or shared with or through CONNIE in reliance on this consent. I understand that I may limit future use and disclosure of information already entered into the Epic medical record by opting out of Care Everywhere or CONNIE, as described in InterCommunity's Notice of Patient Rights and Responsibilities and Notice of Privacy Practices.
- I understand that this consent to use and disclose my protected health information will remain effective until it is revoked by me or until it is no longer reasonably necessary for InterCommunity to have access to my records.
- I authorize InterCommunity and its business associates/qualified service organizations to place calls or text messages to my designated phone using any type of pre-recorded or auto-dialer technologies for all permitted purposes (for example, appointment reminders).
- I have had the opportunity to ask any questions regarding my rights (in general and in relation to the use and disclosure of my protected health information) and know my options if I feel my rights have been violated.
- If I am incapable of consenting to, or authorizing, any of the foregoing under applicable law, my authorized representative (e.g., parent, legal guardian, or conservator) must indicate their consent/authorization to the foregoing on my behalf by signing below.

\_\_\_\_\_  
Print Name of Client/Patient

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Client's Representative

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Relationship/Legal Authority to the Client (i.e. parent/guardian/conservator of person)

**ADMINISTRATIVE USE ONLY**

☐ Unable to obtain written consent because: ☐ Individual Refused ☐ Emergency treatment situation ☐ Individual not able to sign due to incompetence/medical reason ☐ Other: \_\_\_\_\_

☐ Rights and Responsibilities reviewed and given to client.

Staff Signature & Date: \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES**

By signing below, I acknowledge that I have received a copy of InterCommunity's Notice of Privacy Practices.

Please note that InterCommunity's Notice of Privacy Practices is subject to change. A copy of the most recent version can be found at the front desk or on InterCommunity's website at: <https://www.intercommunityct.org/>.

\_\_\_\_\_  
Print Name of Client/Patient

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Client's Representative

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Relationship/Legal Authority to the Client (i.e. parent/guardian/conservator of person)

**ADMINISTRATIVE USE ONLY**

Unable to obtain written consent because: ☐ Individual Refused ☐ Emergency treatment situation ☐ Individual not able to sign due to incompetence/medical reason ☐ Other: \_\_\_\_\_

Staff Signature & Date: \_\_\_\_\_