



Outpatient Care Agreement

MEDICALLY NECESSARY LEVEL OF CARE

I understand that I am responsible for fully and honestly reporting my wellness history and current concerns, needs, and behaviors in order to afford a clinically sound assessment and appropriate course of treatment. This includes my commitment to an honest and ongoing report of all prescriptions and over the counter drugs and alcohol that I am taking. I understand that my assessment has identified the medical necessity of my treatment recommendations. I acknowledge the recommended level of care and understand the program requirements within that level of care in order to achieve maximum progress and stabilization. If at any time, I miss appointments, attend less than the recommended level of care, or request a lower level of care, I am going against medical advice. In addition to regular attendance, Ken Starr MD Wellness Group is strongly encouraging me to attend outside support groups and recreational outlets in order to retain a strong network of natural support for sustained health and wellbeing. I understand that the current level of care I am receiving is dependent upon my current needs assessment and may change due to a relapse or acute episode. If the level of care I require exceeds the scope of the practice, my provider will share external referrals and assist me with transitioning to higher/different levels of care.

PROGRAM COMPLIANCE

My full participation and timely attendance reflects my commitment to improving the quality of my life and wellbeing. I understand that I must abide by this agreement and attend scheduled appointments in order to receive a smooth continuum of services. If I am enrolled in a package program, I must attend all groups and sessions associated with the program in order to retain a 'program completion' status. If I stop attending or have missed services offered within a specified rotation or program cycle, I will receive a notice of pending discharge and will have forfeited any fees paid. I may not recover missed sessions or extend additional weeks. I understand that in addition to regular program attendance, I must comply with the program rules within the Outpatient Care Agreement to avoid early discharge and referral elsewhere. If at any time, my behavior becomes threatening, abusive, sexually inappropriate, or otherwise hostile and unsafe, I may be discharged early from the program with external referral for continuation of services. If prescribed medications, I agree to take medications as discussed and prescribed by my provider. I will not adjust doses without discussing these changes with my provider. I realize there are serious risks associated with both under and over self- medicating.

CONTACTING YOUR PROVIDER

I understand that my provider may not always be available when I call, but will have a voicemail where I may leave messages and expect a return call. If I am experiencing an emergency, I will contact the nearest emergency room and ask for a clinician or doctor on call. If my provider will be unavailable for an



extended period of time, I will be provided with contact information for the covering provider. I understand that I may elect to use texting or other telephonic communications (including Google Voice) to communicate with my provider. This form of communication is subject to precautions associated with using an unsecured line. I understand that while cell phones will be password protected, and no data will be stored in an unsecured manner, my confidentiality is still at risk. I understand that my ability to contact my provider via a business cell line is dependent upon proper use, and that any misuse will result in losing this ability. This form of communication may not be used for crisis experiences; I understand that my provider may not be able to answer, and therefore the 24 hour crisis hotline 1-800-838-1381 or emergency medical services should be utilized in those scenarios. I understand that prescription medication refills should not be used to contact my provider, as these services cannot guarantee confidentiality and providers may not see messages. I understand that electronic and telephonic communications will become part of my medical record. I understand that providers and other staff do not friend or follow patients.

TELEHEALTH GROUPS

Patients attending our Intensive Outpatient Program (IOP) and our Outpatient Program (OP) have the opportunity to utilize our on-line interactive telehealth group sessions. Clients in both groups must demonstrate stability in their program and follow all group rules. Client video must be on at all times, and audio will be kept on mute unless speaking. Please refrain from eating and smoking and remain upright in your chair. Due to privacy issues, no other people can be coming and going in the room. Remote clients must still participate in group discussion. Ken Starr Wellness Group reserves the right to revoke this privilege.

INFORMED CONSENT

I understand that my provider is either licensed in their field or under the supervision of a licensed provider. I consent to collaborative treatment, where my care will be under the supervision of the Medical Director and the Clinical Director. I consent to follow up contact after treatment, where I may be asked questions regarding symptom improvement or relapse, satisfaction with the services I received, and need for re-engagement in services. I understand I may decline to answer any follow up survey at any time without repercussions. I understand that if I am a minor, my guardian is also aware of this agreement, understands the information therein, and will sign informed consent.

MEDICAL RECORD

I understand that I have a medical record maintained by Ken Starr MD Wellness Group. I am entitled to receive a copy of my records by giving a verbal or written request and expecting 7-10 days for file preparation. I understand that it is recommended I review my records with my provider in order to have them better explained and understood. I understand that my treatment information will be discussed and



shared within the Ken Starr MD Wellness Group clinical team on an ‘as needed’ and ‘minimum information necessary’ basis to coordinate care, receive and provide consultation on my treatment needs, and deliver a smooth continuum of care.

CONFIDENTIALITY

I understand that my confidentiality is highly protected, and that I am also bound by HIPAA and 42 CFR Part 2 Federal Regulations to never disclose who attends treatment or what is discussed in program sessions. I understand that I must protect my own confidentiality by avoiding conversations in the lobby, hallways, and other general public areas. I understand that my attendance in treatment, treatment records, and the communication between myself and my treatment providers are protected by HIPAA and 42 CFR to the degree that Ken Starr MD Wellness Group may not disclose such information without my written and/or verbal release. I understand that exceptions to the protection of my health information include the following: my written consent to a specific party, a court order, my own medical emergency requiring disclosure to medical professionals for appropriate emergency care, internal research/audit/program evaluation performed by qualified staff, a crime committed by myself or threatened by myself on the premises or against Ken Starr MD Wellness Group employees, suspicion of elderly or child abuse based upon my statements or actions, and statements I make suggesting my intent to cause imminent serious harm or threat of serious harm to myself or others. If a situation occurs that warrants a potential exception to my privacy and confidentiality, my clinical team will make every effort of discussing the event with me prior to disclosure, if able. I understand that violation of the Federal Law and regulations by Ken Starr MD Wellness Group is a crime and suspected violations may be reported to appropriate authorities in accordance with Federal regulations. I am aware that a copy of the Federal regulations is kept by Ken Starr MD Wellness Group and I may ask my provider to review the regulations if I have any questions.

DRUG SCREENING AND PARAPHERNALIA

I understand that I may not be under the influence or have illicit drug paraphernalia on my person or on the premises in order to receive services. I also understand that if I am enrolled in a recovery program, drug and alcohol testing are required components of my treatment to ensure gains in recovery are validated and my level and plan of care is appropriate/medically necessary. I understand the urine drug screen (UDS) evaluates a sample of my urine by examining the appearance, concentration and content. I understand the blood alcohol content (BAC) test evaluates a sample of my breath to determine levels of ETOH. I understand the results of drug screens will be used to evaluate the validity of reports of sobriety, abstinence or relapse. The results may also be used in medication management or mental health services to evaluate the validity of reports of prescription use/misuse, or evaluate toxicology issues that influence the prescribing of medications. I am aware Ken Starr MD Wellness Group has a Qualified Service Agreement with Quest Diagnostic, a toxicology company that provides UDS supplies, examines the UDS,



and provides a report on UDS results. Quest Diagnostic is bound by HIPAA and 42 CFR Part 2 to maintain my confidentiality in the receiving and testing of UDS submissions. They will only disclose results to Ken Starr MD Wellness Group. I understand drug screens are considered medically necessary for my course of treatment and if enrolled in recovery services, I must be prepared to give a drug screen anytime I am at Ken Starr MD Wellness Group receiving services. I understand that my refusal to give a sample in the prescribed time or fashion, including tampering with the collection, storage and testing process will be considered non-compliance and may be assumed the sample was positive for chemical use. I am aware that if the specimen is needed for legal compliance and documentation admissible in court, it will be given in observance of same sex staff, unless an oral swab is used.

CONSEQUENCES OF RELAPSE

I understand that in the event of a relapse, return to use, or engagement in other substance use or risky behavior, the Ken Starr MD Wellness Group will do their utmost to ensure my safety and long-term success in treatment. I understand that this may include:

- Providing immediate support and crisis assistance
- Contacting my friends/family/treatment team (as identified in my signed Release of Information form(s))
- Putting needed supports in place to maintain my safety
- Revising my crisis and safety plan
- Reevaluating the whether the current level of care is appropriate for me
- Reviewing and updating my Plan of Care
- Referral to other services or a higher level of care, as needed

DISCHARGE PROCEDURES

In the event a patient discontinues attendance from treatment without informing the office, we will follow the following procedures:

- The patient's primary clinician or case manager will attempt to call after the unexpected absence to check-in and invite the patient to re-engage in treatment, with follow-up calls initially once a week or every other week.
- After a month of absence, phone calls will decrease to once a month. If a patient chooses to re-engage in services, they will need to schedule a Program Consultation (in person or over the phone) with the Clinic Director in order to discuss the interruption and assess their current treatment needs.
- After three months of absence, the patient will be discharged from our system and no longer considered an active patient of the practice. Should they choose to re-engage in the future, they will need to participate in the assessment process again.

ALUMNI



Patients who have completed their program are eligible to attend the OP portion of Sunday Group. They may continue attending providing they engage in continuous attendance with no break greater than 60 days. Patients who have not maintained their sobriety may be required to complete additional programming.

STANDARDS OF CONDUCT

In order to keep the clinic running smoothly for all patients, we ask that participants adhere to the following standards of conduct:

- Maintain the cleanliness of all public and private patient areas. Please clean up after yourself, throwing away any trash and keeping personal possessions neatly organized.
- In addition to adhering to the general dress code, we remind patients that clothing containing images of drugs, alcohol, weapons, and gang insignia can be upsetting to others at the clinic. Please refrain from wearing any such clothing during your time here.
- People are often feeling ill, tired, and emotionally fragile during their treatment. Please be considerate of others in your speech and behavior.
- In the event of an unexpected positive drug screen, program staff will discuss with you whether you are receiving the appropriate level of care and whether our programming is still appropriate for you. If you arrive intoxicated, we reserve the right to refuse services and reschedule for another day, forfeiting the cost of services not rendered.
- Your confidentiality is highly protected, and you as well are bound to never disclose who attends or what is discussed in program sessions. Since we are a wellness and recovery center, be mindful of protecting your own confidentiality in areas that are not secured, such as hallways, infusion rooms, the lobby, and outdoor patio areas. The group room and provider rooms are confidential and secure.

GRIEVANCE PROCESS

I understand I may submit verbal or written grievances to my assigned counselor or any member of office staff at any time. I am aware grievance forms are available in the front lobby for personal or anonymous submission, or I may send a note of complaint at any time to info@kenstarrmd.com or 107 Nelson Street, Arroyo Grande, CA 93420. I may expect a verbal or written response to any grievance I have submitted within 48 hours of submission; I have the right to appeal the response with the Clinic Director or President/CEO through the same grievance process and will be notified of the results of the appeal within 48 hours. I understand any retaliation in response to my grievance or appeal is strictly prohibited and will not be tolerated.

VIDEO SURVEILLANCE

I understand that as a facility safety and security precaution, Ken Starr MD Wellness Group utilizes non-audio recording security cameras in all common areas, including spaces where group sessions are facilitated. Recordings would only be used in the case of security or safety breach related to the premises.

ARBITRATION AGREEMENT



I understand that any dispute between myself and Ken Starr MD Wellness Group, including without limitation, employees, independent contractors, agents, and/or other service providers (collectively Ken Starr MD Wellness Group), regarding services you were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this arbitration agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. It is the intention of the parties involved that this arbitration agreement shall cover all claims or controversies, whether in tort, contract or otherwise, and shall bind all parties whose claims may, among other things, arise out of or in any way relate to treatment or services provided or not provided by Ken Starr MD Wellness Group to you. A demand for arbitration must be communicated in writing by US mail, postage prepaid, to all parties, describing the claim against Ken Starr MD Wellness Group, the amount of damages sought, and your name, address and telephone number, and if applicable, your attorney. The parties shall thereafter select a neutral arbitrator who was previously a California superior court judge, to preside over the matter. Both parties shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the arbitrator. I understand I shall pursue my claims with reasonable diligence, and the arbitration shall be governed pursuant to the Code of Civil Procedures 1280-1295 and the Federal Arbitration Act (9 USC 1-4). I intend this arbitration agreement to cover all services rendered by Ken Starr MD Wellness Group not only after this agreement is signed, but also before it was signed. I understand this agreement may be revoked by written notice within 30 days of signature and if not revoked will govern all services received. In the event any provisions of this agreement are declared void and/or unenforceable, such provisions shall be deemed severed therefrom and the remainder of the agreement shall be enforced in accordance with California law. **By signing this contract I am agreeing to have any issue of medical malpractice decided by neutral arbitration and I am giving up my right to a jury or court trial.**

I have read and fully understand Ken Starr MD Wellness Group's Outpatient Agreement. I am agreeing to the policy that has been thoroughly explained to me, with opportunity for questions and answers. All questions or concerns have been answered to my satisfaction. I have been provided with a copy of the following Outpatient Agreement

Client Signature

Date

Client Printed Name

Date