

Collateral to the Patient Agreement

Colorado Neurogeriatrics
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Thank you for participating in the healthcare of _____ . This Agreement informs you of the Risks, Rights and Responsibilities of your participation as a Collateral to the Patient.

What is a Collateral?

A spouse, family member, friend or other identified person who, with fully informed Patient consent, participates in some capacity to assist the Patient. Collateral is not considered to be a Patient and is not the subject of the healthcare service. Healthcare Providers have specific legal and ethical responsibilities to Patients including confidentiality and privacy within the relationship. This is a protected relationship insuring that the Provider's primary responsibility is to the Patient and their best interests, while a Collateral participant's interests are respected but secondary.

Role of a Collateral

The role of a Collateral varies. A Collateral may join the Patient on a single occasion only, on some occasions only, or on every occasion, either individually and/or in tandem with the Patient. Your role as a Collateral will be clarified during the first contact, and may be re-clarified in subsequent contacts.

Benefits and Risks

Healthcare services include positive and negative experiences. You may be exposed to such. Your exposure may influence your relationship with the Patient. While your participation ideally results in a positive outcome for all persons, there is no guarantee of such.

Medical Records

No record will be maintained on you in your role as a Collateral. However, documentation of your presence and participation will be entered into the Patient's record. The Patient has a right to access their record and the material contained therein; in contrast, the Collateral has no right to access the Patient's record without the written consent of the Patient. The Collateral does not carry a diagnosis, there is no individualized treatment plan, and there is no implied commitment for provision of healthcare.

Fees

As a Collateral you are not responsible for paying accrued healthcare fees unless you are financially or legally responsible for the Patient.

Limits to Confidentiality

A Collateral is expected to maintain the confidentiality of the Patient. Information shared between healthcare Patient and Provider is legally protected, in most circumstances. Exceptions, as listed in Colorado Statutes (C.R.S. 12-43-218) include:

- **Legal action against the Provider.**
- **Quality of service complaints.**
- **Disciplinary proceedings.**
- **Reviews of professional conduct.**
- **Reporting any concern per abuse or neglect.**
- **Duty to warn** where a Patient has communicated to the Provider a threat of imminent physical violence against a specific person or persons, including those identifiable by their association with a specific location or entity. As such, the Provider must make reasonable and timely effort to notify the person or persons, or the person or persons responsible for the specific location or entity that is specifically threatened.
- **Additional limits to confidentiality** include but are not limited to insurance reimbursement, collections, communications with third-party payers, and legally-mandated clinical services.
- **Best practices often require consultation** with other healthcare professionals; during such consultations, all Notice of Policies and Practices to Protect the Privacy of Your Health Information (HIPAA statement) and Authorizations to Release/Request will be in effect unless withdrawn.

Release of Information

The Patient is not required to sign an Authorization to Release information to the Collateral upon their participation. The physical presence of the Collateral with the fully informed consent of the Patient is considered adequate. As such, this provides some assurance that full consent has been given to the Provider for the Patient's confidential information to be discussed within the context of the healthcare visit. However, a Patient will be required to sign an Authorization to Release if any contact with the Collateral will be taking place without the Patient present. Unless such Authorization is in place, the Provider may not communicate with Collateral without the Patient present. The Patient may revoke such Authorization at any time.

Adult Children as Collateral

Adult children (age 21 or older) may be part of a parent's (Patient's) healthcare. However, all Patients, regardless of their family membership or role, retain full confidentiality and related rights as protected by State and Federal laws. Unless the parent's (Patient's) rights are deemed otherwise, and all such legal documentation is a

part of the Patient's record, the Provider may not share any information about the Patient with the Collateral.

Summary

As a Collateral, and within the parameters of this Agreement, please discuss any questions you may have about your potential role in this Patient's healthcare. The most effective way to provide quality and ethical healthcare for a Patient is to communicate in an open and direct manner. As most healthcare Providers are not Attorneys, the Collateral is encouraged to seek advice of Attorney with questions pertaining to this Agreement.

I, _____ have read and agree to the above. I understand this Risks, Rights and Responsibilities document and choose freely to enter into this Collateral role. Any party involved in this agreement may terminate this agreement at any time without fault. Questions I have been answered to my satisfaction.

Signature of Collateral _____

Printed name _____

Date signed _____

Signature of Patient or POA _____

Printed name _____

Date signed _____