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## *Outpatient Services Contract*

This contract contains important information about our professional services and business policies. Read this contract in its entirety prior to signing our Contract Summary. By signing our Contract Summary, you agree to all sections in the present document.

### **HIPAA PRIVACY INFORMATION**

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The Hope Springs Behavioral Consultants Notice of Privacy Practices and fee schedule are located on our website and a hard copy is on display on the bulletin board in our office. You can request to have a printed copy at any time. This fee schedule shows out-of-pocket rates for services with no insurance coverage, as well as rates for services that are not billable to insurance or are out-of-network. If you would like a copy of our in-network insurance fee schedule, please put in a request at the front desk. This will depend on what type of in-network insurance you have.

In light of the novel coronavirus (COVID-19) outbreak, the Office for Civil Rights (OCR) at the U.S. Department of Health and Human Services (HHS) has enacted certain HIPAA privacy exceptions for health care providers. This means that if any of our patients or office staff have COVID-19, the CDC or other official institutions may require disclosure of names, addresses, and phone numbers of all persons who have been in contact with the infected individual. Normally, privacy rules prohibit this disclosure. During outbreaks of illness where other people can be in danger, however, we are obligated to provide this information to authorities in order to prevent further spread of the disease. If you would like more information on this topic, you may refer to this link: <https://www.hhs.gov/sites/default/files/february-2020-hipaa-and-novel-coronavirus.pdf>.

### **CONFIDENTIALITY**

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The privacy of all communications between a client and a provider is protected by law, and we can only release information about our work to others with your written permission. Typically, we will ask you to sign a release of information to share details with your physician, other providers, school, et cetera. Your provider may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of our client. The other professionals are also legally bound to keep information confidential. If you do not object, your provider will not tell you about these consultations unless she feels that it is important to your work together. She will note all consultations in your Clinical Record, which is called "PHI" (Protected Health Information) in our Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of your provider.

If a client threatens to harm themselves, your provider may be obligated to seek hospitalization for her/him, contact family members, or contact others who can help provide protection. Please provide up-to-date emergency contact information to our front desk. If a government agency is requesting the information for health oversight activities, we may be required to provide it for them. If a client files a complaint or lawsuit against our office, we may disclose relevant information regarding that client to defend our practice. If a client files a worker's compensation claim, we must, upon appropriate request, provide any information concerning the employee's physical or mental condition relative to the claim.

There are some situations in which we are legally obligated to act. If we have reasonable cause to believe that a child has been abused or suspect that a dependent adult has been abused, the law requires that we file a report with the appropriate government agency, usually the Department of Human Services. Once such a report is filed, we may be required to provide additional information.

If a client communicates an imminent threat of serious physical harm to an identifiable victim, we are required to disclose information to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit our disclosure to what is necessary. While this written summary of exceptions to confidentiality should prove helpful in informing you

about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

If you are the parent of a client (minor), other family members are often involved with your child's daily life. These may include stepparents, partners, babysitters, or grandparents. When other adults will be bringing your child for treatment or are involved in supporting treatment, parents will be asked to sign a release of information giving your provider permission to talk with those individuals about your child.

### **INSURANCE AUTHORIZATION & ASSIGNMENT**

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If you want insurance to cover your care, you will need to authorize Hope Springs Behavioral Consultants to release mental health information to the full extent specified under Iowa Code Chapter 228, or as subsequently amended, to your insurance company and to any organization contracting with this insurance company to administer claims submitted or to be submitted for payment, conduct a utilization and quality control review of mental health care services provided or proposed to be provided, or conduct an audit of claims paid.

You should be aware that insurance companies require your provider to provide them with a clinical diagnosis. Sometimes psychologists must provide additional clinical information such as treatment plans or summaries, or, in rare cases, copies of the entire record. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any report we submit, if you request it. It is important to remember that you always have the right to pay for our services out-of-pocket to avoid the potential problems described above.

You may inspect the information disclosed at any time and may revoke this authorization at any time if you furnish written revocation to Hope Springs Behavioral Consultants. In the event you revoke authorization, you will need to accept financial liability for mental health care services provided if your insurance company or its affiliates or subsidiaries deny claims for benefits because of the inability to examine our mental health records.

By signing our Contract Summary, you agree to assign all insurance benefits directly to Hope Springs Behavioral Consultants for payment of any services rendered. You authorize the use of this signature for all insurance submissions. You authorize release of medical records necessary to process you or your child's health insurance claims. You understand that in the event your insurance company does not pay for services, you will be financially responsible for payment. You acknowledge that you were provided a copy of the Hope Springs Behavioral Consultants Notice of Privacy Practices and you give authorization for treatment.

### **NEUROPSYCHOLOGICAL/PSYCHOLOGICAL ASSESSMENT**

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Neuropsychological/psychological assessment may help you to better understand you or your child and problems at home, work, relationships, or school. This information helps plan effective treatment. The testing process varies from person to person, based on individual needs. Some commonly tested areas include learning, memory, attention, concentration, language skills, problem solving skills, academic skills, motor skills, emotional functioning, personality functioning, and adaptive functioning. Testing will be completed by your provider who has received supervision and training in the tests they will be administering. Testing appointments vary in length and typically are scheduled in increments of one to two hours at a time. However, on occasion up to four hours of testing can be scheduled. Breaks, rest periods, or multiple appointments will be offered. Assessment involves several steps:

1. Initial interview with the client and/or parents to gather all the needed information and to plan testing
2. Testing with the client: you and/or your child will be asked to complete paperwork
3. Scoring and interpretation of tests by psychologist or psychological assistant
4. Preparation of a written evaluation report
5. Feedback session in which assessment findings are reviewed with the client and/or parents. For children, the feedback session is commonly conducted with parents and child on different dates so that parents can speak candidly regarding the test findings and plan for care. However, if your child requests to be present with parents for this session, we would be willing to discuss this option with your family.

While most enjoy their testing experience, some occasionally report frustration, confusion, anger, or embarrassment. If these reactions occur, every effort will be made to make you as comfortable as possible. Charges may take place on dates that you or your child are not present in the office. These charges reflect reviewing your old records, interviewing school staff or other important

persons, completing the test battery, scoring test data, interpreting test data, and preparing a written report. You may be asked to complete a release of information for your child's teacher and/or school so they can complete questionnaires for your provider. If we are unable to receive these completed questionnaires, it may impact your feedback session or when you are able to receive a finalized copy of your report.

If you are requesting a second opinion of a previous evaluation, we want you to receive the most accurate assessment and care. Thus, your child will be required to repeat similar measures of assessment.

## **PSYCHOLOGICAL THERAPY SERVICES**

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Therapy is a partnership between you and your provider to find new ways of handling problems of daily living. There are many different methods we may use to deal with the problems that you hope to address. Psychotherapy calls for a very active effort on your part. For therapy to be most successful, you will likely have to work on things we talk about both during our sessions and at home.

If you are bringing your child for treatment, the parent's role in therapy is essential. Your role in your child's therapy will vary, depending upon the issues presented, your family's dynamics, and the phase of therapy. You and your provider may share information, engage in mutual problem-solving, discuss your child's diagnosis, discuss behavior management strategies, and/or discuss parenting strategies. Or, your work may be more therapeutic in nature: you may be engaged as a "therapist" and you will be involved in developing goals for your child.

Psychotherapy can have benefits and risks. Since therapy often involves addressing difficulties in life, you may experience uncomfortable feelings like sadness, frustration, and worry. However, therapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. There are no guarantees of what you will experience. However, we will work with you as best we can to provide a positive therapy experience. If you decide to pursue psychotherapy, we will usually schedule a series of sessions (53-minutes), usually on a weekly or bi-weekly basis. It will be important for you to come on time, so you receive the benefit of a full-length session. If you are late for your appointment, your session will still be completed at the time it was originally scheduled to end.

## **TERMINATION**

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Services are provided at our discretion. If we have reached a point of termination, your provider will attempt to notify you, document the termination in your file, and your file will be closed. We reserve the right to terminate services if:

- Parent/guardian or client behaves inappropriately toward us or our staff
- We are court-ordered to testify, thus causing a dual-role relationship with your child
- There is consistent failure to attend scheduled appointments, either by frequent cancellations/reschedules or no-shows
- There is failure to complete payment or payment arrangement for services
- Either parent does not consent for services
- We are not able to effectively meet your needs, or provide you with the appropriate treatment
- It has been greater than ninety days since your last appointment and there are no further appointments scheduled

## **NO-SHOW/LATE CANCELLATION**

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Once an appointment is scheduled, you can cancel for any reason. However, you will be expected to attend unless you provide one days' notice of cancellation – unless we both agree that you were unable to attend due to circumstances beyond your control. If you fail to attend a scheduled session or cancel a session with less than one days' notice, you will be charged according to our fee schedule. Fees may be waived on a very limited basis, and only after discussion with your provider. Waiving fees for services rendered or charges incurred is at our discretion.

If this is a continuing pattern (two or more occurrences), your care may be discontinued in this clinic. Please note that some sessions, such as testing appointments and feedbacks, are typically scheduled for more than one hour. If you fail to attend or cancel with less than one days' notice, these appointments are charged based on the number of hours scheduled. **Important note: If you are more than 15 minutes late without notifying our practice, your appointment will be considered cancelled and you will be charged a late cancellation fee of up to the full cost of the session.**

It is important for you to understand that our schedules are often quite full. You may not always be able to reschedule easily for the same week in which you cancelled/missed an appointment. Providers are typically not able to offer times outside of school/work hours. However, we will do the best that we can to work with you on any scheduling concerns that you may have.

## **WEATHER & ILLNESS**

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You are not responsible for a late cancellation fee or no-show charge if our office is unexpectedly closed or if you are unable to attend your session due to inclement weather or illness. If we close our office, we will make every effort to contact you, so please make sure that we have an up to date e-mail address and/or phone number(s) for you. If you are concerned about weather, please check your phone and e-mail prior to attending session, or call our office to clarify the status of your appointment.

## **WAITING ROOM**

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Children under the age of thirteen cannot be left alone in the waiting room, and only a parent or guardian may supervise them. Our front desk is not responsible for watching your child(ren). If anyone other than a parent or guardian will be attending session with your child, you must complete a release of information for them. Poor waiting room behavior can result in termination of care from our office. Under certain circumstances, we may agree that your child can be transported by an additional family member and/or may wait in the waiting room alone for appointments. There are times when there will not be anyone at our front office to supervise your child and you will need to complete a form to document your understanding of this risk.

## **E-MAIL & PHONE CONTACT**

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We will use e-mail, phone calls, and texts to communicate with you regarding appointment information, session information, or answer your questions. With a release of information, we may also use e-mail to correspond with your physician. You have the right to decline this option at any time. We will use reasonable means to protect the security and confidentiality of any information sent and received by e-mail and phone. Clients should understand that there are known and unknown risks that may affect the privacy of personal health care information when using e-mail or phone to communicate. Those risks include, but are not limited, to:

- E-mail and texts may be forwarded, printed, and stored in numerous paper and electronic forms and be received by many intended and unintended recipients without a client's knowledge or agreement.
- E-mail may be sent to the wrong address by any sender or receiver.
- Phone calls or texts may be made to the wrong phone number by any sender or receiver.
- E-mail may be easier to forge than handwritten or signed papers.
- Copies of e-mail or texts may exist even after the sender or the receiver has deleted his or her copy.
- E-mail and phone service providers have a right to archive and inspect e-mails.
- E-mails, phone calls, and texts may be intercepted, altered, or used without detection or authorization.
- E-mail may spread computer viruses.
- E-mail, phone call, and text delivery are not guaranteed.

You should not use e-mail or texts for medical emergencies or to send time-sensitive information. You should understand and agree that it is your responsibility to follow up with us if you have not received a response to an e-mail, phone call, or text within a reasonable timeframe.

Phone calls with your provider may be billed to your insurance, but they are rarely covered by current health plans. Expect to pay out-of-pocket for any phone calls between you and your provider. We do not offer phone therapy between sessions. It is important that your therapeutic work is done in your therapy sessions. If you feel you need to attend sessions more often, please alert us and we will discuss this option. Because we see many clients, we are often not immediately available. We will make every effort to return your message within three days, excluding weekends, holidays, or vacations. If you are difficult to reach, please inform us of times when you will be available. If you are unable to reach us and feel that you cannot wait for us to return your call, contact your family physician or the nearest emergency room. If you are a parent and have questions about your child or teen, it will be important for you to ask these questions during session.

## **PROFESSIONAL RECORDS**

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The laws and standards of our profession require that we keep treatment records. Legally, you are entitled to receive a copy of your records, or we can prepare a summary for you instead. Recent legal developments indicate that parents do not always have full access to their child's mental health and substance abuse treatment records. To protect your child's need for privacy, it is our policy to not provide parents copies of their child's treatment records. We will provide you only with a copy of an intake assessment report, psychological evaluation, and/or general information about your child's work in therapy, unless we feel there is a risk that your child will seriously harm himself/herself, engage in high risk activities, or harm someone else. Before giving parents information, we will discuss the matter with the child, if possible, and do our best to handle any objections s/he may have with what we are prepared to discuss.

Normally, our clients are allowed access to a copy of their PHI whenever they request it, but there are several instances access may be denied. By law, access to your PHI may be denied for any of the following indicated reasons. You may have access to any information that is not covered by any of the reasons below.

The following reasons *are not* subject to review:

- The information exists only in private notes written by your therapist.
- The information has been compiled in reasonable expectation of legal proceedings, or for use therein.
- The information was obtained from another party to whom I promised confidentiality. Allowing access would reveal that person's identity, which would be an ethical breach.
- The requested information is not in my possession.
- You are an inmate of a correctional institution; therefore, access to this information might jeopardize the safety of an officer, staff member, or other person at this institution, or a person responsible for transporting you.

The following reasons *are* subject to review by another licensed health care provider:

- Granting access to information may endanger the life or physical safety of you or another person.

## **COURT TESTIMONY**

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Unless pre-arranged with us prior to initiating services, we will not provide therapy notes, test data, or testimony to the court as a part of litigation. If we are required to provide test data, testimony, or records to the court (under court order), we reserve the right to terminate services. If you are currently involved in a court proceeding and a request is made for information concerning the professional services provided in our clinic, such information is protected by your provider-client privilege law. We cannot provide any information without your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information. It is our strong preference to not be involved in court proceeding, even with your permission.

Please be advised that our services for court proceedings are not covered by insurance, and that our rates for legal proceedings are higher than those for clinical services. In some proceedings involving child custody, a judge may order our testimony if s/he determines that the issues demand it. As your child's psychologist, it is our ethical duty to provide your child the best care possible. If we are asked to provide records or testimony about treatment to the court, this can contribute to a "dual-role" relationship between your provider and your child. A dual-role relationship means that your provider is providing services for conflicting roles (i.e., parent's witness and child's therapist), and can be potentially damaging to your child and individual present or future therapy experiences due to possible violations of therapeutic trust. In addition, we have an ethical responsibility to only release records and/or test data to persons who are qualified and trained to interpret the information. Most court personnel have not received sufficient mental health training to meet these criteria and providing records and/or test data can be damaging for clients. Finally, legislation and ethical standards mandate that your provider protect privacy of mental health records. Because your provider cannot control the number of people that have access to the mental health records in the court setting, concerns for the client's privacy may exist.

## **CLIENT RESPONSIBILITY**

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Clients must present a current and valid insurance card. Copayment/co-insurance is due on the day of service, or on the date of receipt if a statement is mailed to the address on file. Your insurance policy is a contract between you and your insurance company. The services provided by our office are services you have elected to receive which may imply a financial responsibility on your part. Please be aware that **all charges are your responsibility** *whether or not* your insurance company pays your claims.

By signing this policy, you agree to permit us to electronically submit insurance claims and accept payment directly for services rendered to you. We will keep track of necessary documentation, referrals, and pre-certifications you will need to be treated in this office. However, as our client, you are ultimately responsible for all authorizations/referrals needed to seek treatment in this office. You must inform the office of all insurance changes and authorization requirements, referrals, and pre-certifications.

If your insurance company does not pay within ninety days from the date of service, the client or guardian seeking care for a minor will be responsible for payment of services. The client or guardian seeking care for a minor must verify our doctors are "in-network" or will be subject to out-of-network rates. Not all services are a "covered" benefit in all insurance policies. In the event your health plan determines a service to be "not covered", or you do not have an authorization, you will be responsible for all charges. We will attempt to verify benefits for services, but information given by your insurance company is not a guarantee of payment and you will be responsible for any amounts due. Clients are encouraged to contact their plans for clarification of benefits prior to services being rendered.

## CREDIT CARD & DRIVER'S LICENSE

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We require a valid credit card to be kept on file to cover unpaid charges on your account. Federal laws on identity theft require that we keep a copy of your driver's license on file.

## PROFESSIONAL FEES

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Our professional fees vary per the service provided. You can request a list of these charges. In addition to weekly appointments, we may charge for other professional services you may need (e.g., telephone conversations, attendance at meetings with other professionals you have authorized, completion of paperwork, records requests). Any legal proceedings with your child/family will need to be discussed prior to our participation, and a separate legal service fee contract will need to be discussed and signed. If you become involved in legal proceedings that require my participation, you will be expected to pay for any professional time your provider spends on your legal matter, even if the request comes from another party. See our fee schedule for detailed amounts.

## PAYMENT FOR SERVICES

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We accept cash, checks, and all major credit cards. We will send you a billing statement for co-insurance, deductible, and non-covered amounts after insurance has processed your claims. We expect payment in full within ninety days of your statement. There is a \$70 fee for all chargebacks.

Where minors are concerned, the parent or guardian that signs this policy is the only party that will be held financially responsible. If the client is not a minor, then the client is the only person held financially responsible. We realize that temporary financial problems may affect timely payment of your account. If such problems do arise, we encourage you to contact us promptly for assistance in managing your account. Any payment exceptions will be agreed upon in writing.

## DELINQUENT ACCOUNTS

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If your account balance has not been paid for more than ninety days and arrangements for payment have not been agreed upon, our office has the right to use legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such action is necessary, the court costs and collection costs will be included in the claim. This will involve at least a 40% increase in the amount that was originally billed. Returned checks will incur an additional \$35 fee. Accounts no longer maintaining a financial "good faith" status will result in you and your immediate family members being discharged from this office.

## FEE SCHEDULE

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The following items may be priced in time increments determined by your provider, or on a per occurrence basis. This fee schedule shows out-of-pocket rates for services with no insurance coverage, as well as rates for services that are not billable to insurance or are out-of-network. Cost for services that are billable to insurance have a different fee schedule **if you are using in-network** coverage. If you would like to review our in-network insurance fee schedule, please request a copy at the front desk. Some insurances differ in rates, and it may take up to three business days to obtain this information. Waiving fees for services rendered or charges incurred is at our discretion. All rates are subject to change.

### Time Increments

- Phone Call: \$60/half-hour
- Letter: \$120/hour
- Forms/Paperwork: \$120/hour
- Rushed Forms and Other Paperwork (less than two business days): \$200/hour
- Neuropsychological/Psychological Assessment (Adult): \$200-250/hour
- Professional Services (Legal Matter): \$400/hour

### Per Occurrence

- Late Cancellation: \$150
- No-Show: \$150
- Records Requests & Printing: \$2/page
- Psychotherapy: \$175
- Neuropsychological/Psychological Assessment (Child): \$3,500

## **BLOG DISCLAIMER**

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The information provided by Hope Springs Behavioral Consultants on our blog is for educational and informational purposes only and does not constitute legal or medical advice. You should not rely on information on our website to replace consultations with qualified psychological, educational, or legal professionals.

Reference to any programs, services, businesses, or products on the Hope Springs Behavioral Consultants website is not an official endorsement by Hope Springs Behavioral Consultants. Individuals with mental health concerns, parents, and professionals are encouraged to fully investigate service options and providers that may be most appropriate for their specific needs.

While Hope Springs Behavioral Consultants attempts to keep the information on our website and blog correct and current, we do not guarantee it is accurate, complete, and up to date. Any reliance you place on such information is strictly at your own risk. Hope Springs Behavioral Consultants is not responsible for damages of any kind arising from use of, reference to, or reliance on information contained on our website. Hope Springs Behavioral Consultants may provide links on the website to other websites that are not under the control of Hope Springs Behavioral Consultants. These links are for convenience and informational purposes only and are not intended as an endorsement of the organization or individual operating the website. Hope Springs Behavioral Consultants cannot always guarantee that information on linked websites is accurate, complete, and up to date.

## **INFORMATION FOR SEPARATED, DIVORCED, OR NEVER MARRIED PARENTS**

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Entering a helping relationship for your child is a big step for your child and your family. We want to make this process as easy as possible, regardless of your family circumstances. From our experience, there are often special issues that arise when parents do not reside together. We hope this information will clarify our policies and procedures when this might occur.

## **CONSENT FOR TREATMENT**

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Parents with joint legal custody have equal rights in consenting to medical treatment, unless otherwise noted in a custody or divorce decree. For many reasons, it is critical that both parents agree that treatment is appropriate and that both parents agree on a mental health provider. If consent is not received from both parents, it is likely that your provider will not move forward with treating your child. If this situation arises, your provider will work with both parents to recommend a different mental health provider.

## **CUSTODY, VISITATION, & COURT-MANDATED THERAPY**

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We cannot and will not make any recommendations about custody or visitation issues. If custody and visitation issues are a concern, your provider may speak with you about a referral to another psychologist for a formal custody evaluation, a mediator, or guardian ad litem. It is assumed that both parents want to work toward the best interest of their child, which includes maintaining a safe, therapeutic environment with your provider. Your provider will not provide records to attorneys or testify in court in a custody or visitation dispute. Mandated therapy participation or therapy recommendations should not be included in the divorce decree without our previous consent.

## **BEHAVIOR/CONDUCT**

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At times, parents who are involved in divorce or custody disputes have difficulty maintaining an appropriate decorum in the waiting room, clinic office, or therapist office. Out of concern for your child, other clients in our clinic, and clinic staff, parents are asked to behave respectfully to one another in our office and in this clinic. If parents do not behave in a civil manner, they may be required to attend sessions separately or we may terminate services.