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CLIENT SERVICES AGREEMENT

Welcome to our practice. This document contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and client rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information by the end of the first session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. When you sign the Informed Consent for Services, it will represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on us unless we have taken action in reliance on it; if there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

THERAPY AND OTHER PROFESSIONAL SERVICES

Services that we provide may include psychotherapy, counseling, psycho-education, coaching, wellness promotion, professional consulting, and alternative/complementary therapies. For the sake of space in this document, these services will be referred to as professional services and sometimes simply as “therapy.” Your provider will speak with you concerning the specific service received. These professional services are not easily described in general statements. It varies depending on the personalities and experiences of the professional and client, and the particular issues you are experiencing. There are many different methods within each of these professional services we may use to deal with the issues that you hope to address. These services are not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the professional services to be most successful, you will have to work on things we talk about both during our sessions and at home. For a more detailed description between counseling and life coaching read “ Life Coaching and Psychotherapy” found in the client manual.

Therapy services can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life and making changes, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, therapy has also been

shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, we will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with services. You should evaluate this information along with your own opinions of whether you feel comfortable working with us. Professional services involve a large commitment of time, money, and energy, so you should be very careful about the provider you select. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another professional for a second opinion.

MEETINGS

We normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if we are the best person to provide the services you need in order to meet your treatment goals. If therapy is begun, we will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree on, although some sessions may vary in length and frequency. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.** [If it is possible, we will try to find another time to reschedule the appointment.]

PROFESSIONAL FEES

Our hourly fee typically ranges from \$80-120 per session, depending on the provider and the services provided. In addition to weekly appointments, we charge this amount for other professional services you may need, though we will break down the hourly cost if we work for periods of less than a typical 45-50 minute hour. *Other services include report writing, telephone conversations lasting longer than 05 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of us.* If you become involved in legal proceedings that require our participation, you will be expected to pay for all of our professional time, including preparation and transportation costs, even if we are called to testify by another party. [Because of the difficulty of legal involvement, we typically charge \$150 per hour for preparation and attendance at any legal proceeding.]

Some providers offer a sliding scale fee or discounted rate for out-of-pocket fees for individuals who do not have insurance coverage for services. Ask your provider if they participate in this option if you are interested. A discount fee application is available in the client manual.

CONTACTING US

Due to our work schedule, we are often not immediately available by telephone. While we are usually in our office during working hours, we probably will not answer the phone when we are with a client. When we are unavailable, our telephone is answered by an answering service [machine, voice mail, or by our office staff] that we monitor frequently, or who knows where to reach us. We will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform us of some times when you will be available. [In emergencies, you can call the provided emergency number(s).] If you are unable to reach us and feel that you can't wait for us to return your call, contact your family physician or the nearest emergency room and ask for the mental health professional on call. If we will be unavailable for an extended time, we will provide you with the name of a colleague to contact, if necessary.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of communications between a client and health professionals. In most situations, we can only release your private health information (PHI) about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that we may need to use or disclose your PHI without your authorization or consent. Please read "Notice of Policies and Practices for Privacy of Protected Health Information" for detailed policies and procedures regulated by HIPAA.

PROFESSIONAL RECORDS

The laws and standards of our professions require that we keep Protected Health Information about you in your Clinical Record. It typically includes information about your reasons for seeking services, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that we receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in the unusual circumstance where disclosure is reasonably likely to endanger you and/or others or when another individual (other than another health care provider) is referenced and we believe disclosing that information puts the other person at risk of substantial harm, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in our presence, or have them forwarded to another mental health professional so you can discuss the contents. [We are sometimes willing to conduct this review meeting without charge.] In most circumstances, we are allowed to charge a copying fee of 35 cents per page (and for certain other expenses). If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.

In addition, some providers may also keep a set of Personal Psychotherapy Notes. These notes are for our own use and are designed to assist us in providing you with the best treatment. While the contents of Personal Psychotherapy Notes vary from client to client, they can include the contents of our conversations, our analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to us that is not required to be included in your Clinical Record. [They also include information from others provided to us confidentially.] These Personal Psychotherapy Notes are kept separate from your Clinical Record. Personal Psychotherapy Notes are usually not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

MINORS AND LEGAL GUARDIANS

Clients under 16 or 17 years of age who are not emancipated and their legal guardians should be aware that the law may allow legal guardians to examine their child's treatment records. Because privacy in therapy is often crucial to successful progress, particularly with teenagers, it is sometimes our policy to request an agreement from legal guardians that they consent to give up their access to their child's records. If they agree, during treatment, we will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. We will also provide guardians with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless we feel that the child is in danger or is a danger to someone else, in which case, we will notify the guardians of our concern. Before giving guardians any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. [In circumstances of unusual financial hardship, we may be willing to negotiate a fee adjustment or payment installment plan.]

If your account has not been paid for more than 90 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require us to disclose otherwise confidential information. In most collection situations, the only information we release regarding a client's treatment is his/her name, the nature of services provided, and the amount due. [If such legal action is necessary, its costs will be included in the claim.]

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. We will fill out forms and provide you

with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, we will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, we will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. “Managed Health Care” plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person’s usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end. [Some managed-care plans will not allow us to provide services to you once your benefits end. If this is the case, we will do our best to find another provider who will help you continue your services.]

You should also be aware that your contract with your health insurance company requires that we provide it with information relevant to the services that we provide to you. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. 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. By signing the “Informed Consent for Services,” you agree that we can provide requested information to your carrier.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you have the right to pay for our services yourself to avoid the problems described above [unless prohibited by contract].