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DISCLOSURE FOR COUNSELING SERVICES AND TREATMENT-ADULTS

This document (the Agreement) contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPPA), a federal law that provides privacy protections and patient 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. HIPPA requires that the therapist provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which follows, explains HIPPA and its application to your personal health information in greater detail. The law requires that my office obtain your signature acknowledging that I have provided you with this information at your initial appointment. Although these documents are long and sometimes complex, it is very important that you read them carefully before your next scheduled appointment. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding unless the therapist has taken action in reliance on it; if there are obligations imposed on my office 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.

COUNSELING SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and patient, and the particular problems you are experiencing. There are many different methods that may be used to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things that are discussed – both during sessions and at home.

Licensed professional counselors (LPC), LPC-Interns, psychologists and social workers have professional training in conducting mental health treatment. You have the right to inquire fully about the credentials, education and experience of your therapist. Your treatment is provided by a licensed member of the counseling mental health profession.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy 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. Response to therapy is different for each client and should be discussed on an on-going basis with your therapist. Therapy involves a large commitment of time, energy, and money, so you should be thoughtful about the therapist you select. If you have any questions, please discuss them whenever they arise.

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APPOINTMENTS

If therapy is begun, one session (one appointment of 45 – 50 minutes duration) per week at an agreed upon time will usually be scheduled – although in some cases, some sessions may be longer or more frequent.

Once an appointment hour is scheduled, you will be expected to pay for it unless you provide a 24 hour advance notice of cancellation. This policy is consistently followed unless we both agree that you were unable to attend due to circumstance beyond your control.

If you are unable to attend a scheduled appointment please contact my office by phone so the appointment can be re-scheduled. In the event that you call the office and I do not directly answer, it is acceptable to leave a message regarding your desire to cancel the appointment. If you request a call-back from the office, it would be very helpful to leave a good phone number – as well as a convenient time to reach you. You may ask for an appointment card when scheduling a new appointment as a reminder or call the office directly if there is a question about your next scheduled appointment.

PROFESSIONAL FEES

Individual counseling sessions are charged at a rate of \$100.00 for 50 minute session. If you are a currently enrolled college student, I offer the discount rate of \$75.00 for a 50 minute session. In addition to weekly appointments, other professional services you may need are billed at your agreed upon rate per service hour – though the hourly cost will be adjusted for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 5 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 the therapist. If you become involved in legal proceedings that require my participation, you will be expected to pay for all direct professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, a \$1,500 retainer fee will be charged for preparation and attendance at any legal proceeding with an additional \$200 for every hour of involvement in legal depositions, case preparation, travel and witness time. If I am issued a subpoena it will be directly turned over to an attorney and a bill will be rendered for immediate retainer fee payment.

CONTACTING CLINICAL STAFF

When I am unavailable, the office telephone is answered by an answering service. I will make every effort to return your call within 2 hours. Please leave your name and phone number along with a brief message concerning the nature of your call. **Please understand that as a solo, outpatient practitioner, I am unable to personally provide continuous 24 hour crisis services. In the event of a medical or psychological emergency, please call 911 or go to your nearest emergency room.**

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a mental health therapist. In most situations, information about your treatment can only be released to others if you sign a written Authorization Form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

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- I may occasionally find it helpful to consult with other health and mental health professionals about a case. During a consultation, every effort is made to avoid revealing the identity of the patient. The other professionals are also legally bound to keep the information confidential. These types of consultations are noted in your Clinical Record (which is called “PHI” in the Notice of Clinical Policies and Practices to Protect the Privacy of Your Health Information).
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this agreement.
- If a patient seriously threatens to harm himself/herself, the therapist may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection. Texas law provides that a mental health clinical professional may disclose confidential information only to medical or law enforcement personnel if the professional determines that there is a probability of imminent physical injury by the patient to self or others.

There are some situations where the therapist is permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. Clinical staff cannot provide any information without your (or your legal representative’s) 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 your clinical provider to disclose information.
- If a government agency is requesting the information for health oversight activities, the therapist may be required to provide it for them.
- If a patient files a complaint or lawsuit, the therapist may disclose relevant information regarding that patient for the purpose of legal defense.
- If a patient files a worker’s compensation claim, the therapist, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought.

There are some situations in which clinical staff are legally obligated to take actions which they believe are necessary to attempt to protect others from harm. In such situations, clinical staff may have to reveal some information about a patient’s treatment.

- If the therapist has cause to believe that a child under 18 has been or may be abused or neglected (including physical injury, substantial threat of harm, mental or emotional injury, or any kind of sexual contact or conduct) or that an elderly or disabled person is in a state of abuse, neglect or exploitation, the law requires that the therapist make a report to the appropriate governmental agency, usually the Department of Protective and

Regulatory Services. Once such report is filed, the therapist may be required to provide additional information.

- If the therapist determine that there is a probability that the patient will inflict imminent physical, mental, or emotional harm upon themselves or others, the therapist may be required to take protective action by disclosing information to medical or law enforcement personnel or by securing hospitalization of the patient.

If such a situation arises, the therapist will make every effort to fully discuss it with you before taking any action and will limit any 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 I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of our profession require that the therapist keep Protected Health Information about you in your Clinical Record. It includes information about your reasons for seeking therapy, 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, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and/or others, you may examine and/or receive a copy of your Counseling Record if you request it in writing. You should be aware that pursuant to Texas law, psychological test data are not part of a patient's record. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, it is recommend that you initially review them in the presence of the therapist, or have them forwarded to another mental health professional so you can discuss the contents

PATIENT RIGHTS

HIPPA provides you with several new or expanded rights with regard to your Counseling Record and disclosures of Protected Health Information. These rights include requesting that the therapist amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of Protected Health Information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held. Patient billing statements are not mailed for accounts that are current

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, the therapist has 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 my office to disclose otherwise confidential information. In most collection situations, the only

information released regarding a patient's treatment is her/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 REIMBRUSEMENT

I accept Blue Cross/Blue Shield, Cigna, Magellan, and Humana Tricare. I am happy to assist in your efforts to seek insurance reimbursement, but I am unable to guarantee if your insurance will provide payment for services provided to you. The amount of reimbursement and the amount of any co-payments or deductible depends on the requirements of your specific insurance plan. Payments may be made by cash, check, or debit/credit card.

You should be aware that insurance plans generally limit coverage to certain diagnosable mental conditions, which then become part of your medical record. You should also be aware that you are responsible for verifying and understanding the limits of your insurance coverage. You are responsible for obtaining prior authorization from your insurance company for treatment. Please discuss with me any questions or concerns that you may have about this.

ADDENDUM TO INSURANCE REIMBURSEMENT:

I will submit the claim for the billable amount allowed by the insurance company. You will be responsible for any copayment at the time of service.

I will make all reasonable efforts to assure that the information for the claim is accurate when submitted.

If, within a reasonable time, the claim is unpaid by the insurance carrier, I will make an inquiry as to the reason. If the claim has not been paid due to a submission error on my part, I will refile the claim.

However, you understand that after a reasonable time following a second submission, I will have exhausted all efforts to resolve the claim and you will responsible for payment of my services. Claims unpaid by your insurance will be billed to you at the rate of \$100 per session. Payment for unpaid insurance claims direct billed to you will be due upon receiving your invoice for services rendered.

Additionally, going forward, in the event of any failure to pay after my second submission to your insurance company, your account will be removed from an insurance billable account to direct at my rate of \$100 55 minute session. Payment is due at the time of service.

COMPLAINTS

If you wish to file a complaint against a Licensed Professional Counselor (LPC) write to:
Licensed Professional Counselor Board
1100 W. 49th Street
Austin, Texas 78756-3183
Or Call: 1-800-942-5540

I have read and state that I fully understand the foregoing Disclosure Statement and the Notice of Privacy Practices, as confirmed by my signature on this _____ day of _____, 2018.

Client signature

07/2016

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