

Hamburg Counseling Service

SERVICE AGREEMENT

Welcome to the Mental Health Clinic at Hamburg Counseling. This document contains important information about our professional services and business policies. It also contains information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your health information used for the purpose of treatment, payment, and health care operations. Your therapist can discuss any questions you have about your privacy. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time

CLINICAL SERVICES

The services we provide will address the particular problems you are experiencing. There are many different methods we may use to deal with these problems. 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 we talk about both during our sessions and at home.

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. If you see our psychiatrist, there are risks (e.g. side effects) and benefits to medications he may prescribe. 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 therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with your therapist. If you have questions about your therapist's procedures, please discuss them whenever they arise. If your doubts persist, we will be willing to help you set up a meeting with another mental health professional for a second opinion.

MEETINGS

Your therapist will normally conduct an evaluation that will last from 1 to 3 sessions. If psychotherapy is begun, your therapist will usually schedule one 45-minute session (one appointment hour of 45 minutes duration). 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 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.

PROFESSIONAL FEES

Hourly fees range from \$80.00 to \$110.00 depending on which staff you see. This may be covered by insurance. 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 your therapist is called to testify by another party

CONTACTING US

While your therapist is usually in the office between 9 AM and 5 PM, he or she probably will not answer the phone when with other clients. Your therapist will make an effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are unable to reach your counselor, and feel that you can't wait for a return call, contact your family physician or after hours in an emergency call 648-0650 and follow instructions.

LIMITS ON CONFIDENTIALITY

The NY State law protects the privacy of all communications between a client and this clinic. In most situations, we can only release information 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 require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- Supervision with mental health professionals within this clinic. In most cases, protected information is shared with administrative staff for purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.
- If you are involved in a court proceeding, we cannot provide any information without your written authorization, or a court order.
- If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If you have a worker's compensation claim, we may have to submit such records, upon appropriate request, to Chairman of the Worker's Compensation Board.
- If there is suspicion of child abuse or neglect, the law requires us to report to NYS Child Protective Services.
- If there is immediate threat of serious physical harm to an identifiable victim, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police or Crisis Services.

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 minimally necessary.

The laws governing confidentiality can be quite complex, and we are not qualified to give legal advice. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The law requires that we keep Protected Health Information about you in your Clinical Record. You may have access to your record, if you request it in writing. Access may be denied in unusual circumstances that involve danger to you and/or others or where others have supplied information confidentially. If we refuse your request for access to your records, you have a right to review, which your therapist will discuss with you upon request.

CLIENT'S RIGHTS

HIPAA provides you with rights with regard to your Clinical Records and disclosures of protected health information. You may amend your record; request restrictions on what information from your Clinical Records is disclosed to others; request an accounting of most disclosures of protected health information; 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.

You also have the right to:

- an individual treatment plan
- to be able to object to a treatment plan
- Treatment appropriate to your cultural background
- To non-discrimination
- to freedom from abuse & mistreatment
- to clinically appropriate care
- to an explanation of services in accordance to your service plan
- to participate voluntarily in and consent to treatment

Initial

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held unless you have insurance coverage that requires another arrangement. You will receive a receipt for each payment.

If no such coverage is available, you are charged a fee based on your income. The remainder of the fee is subsidized by funding from New York State and the Town of Eden.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, Hamburg Counseling Service 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 could require disclosure of confidential information. In most collection situations, the only information we release is a client's 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

We will provide you with whatever assistance in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of fees. It is very important that you find out exactly what mental health services your insurance policy covers. Please bring any change in health insurance coverage to the attention of the office staff as soon as possible so that your fee can be adjusted accordingly.

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 patients feel that they need more services after insurance benefits are exhausted. Some managed-care plans will not allow services to you once your benefits end. If this is the case, we will not deny you of services but the fees may change according to your income.

Your health insurance company requires that we provide it with information relevant to our services. They require us to provide a clinical diagnosis and 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. By signing this Agreement, you agree that we can provide requested information to your carrier.

Signature

Date