



## Client Services Agreement/Informed Consent Form for Counseling Services

Welcome again 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 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. HIPAA requires that we offer you a copy of a Notice of Privacy Practices (the Notice). The Notice 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 at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures. When you sign this document, it will also represent an agreement between us.

### Counseling Services

Counseling is not easily described in general statements. It varies depending on the personalities of the counselor or client, and the particular problems you are experiencing. There are many different methods your therapist may use to deal with the problems you hope to address. Counseling is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the counseling to be most successful, you will have to work on things we talk about both during our sessions and at home.

Counseling can have benefits and risks. Since counseling 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, counseling has also been shown to have many benefits. Counseling often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are not guarantees of what you will experience.

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

### Meetings

It is typical to conduct an initial evaluation that will last 1-2 sessions. During this evaluation, you will collaborate with your therapist to identify your treatment goals and needs and to determine if that therapist will be the best fit for ongoing services. If counseling has begun, your therapist will schedule one 50 minute session (one appointment hour of 50 minutes duration) per week at a time we agree on, although some sessions may be longer, and/or more or less frequent. **Once an appointment hour is scheduled, you will be expected to cover the cost 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.] A no-show/late cancellation fee may be assessed for \$100 and it is important to note that insurance companies do not provide reimbursement for cancelled sessions.**

### Professional Fees

If there is an active service agreement with your insurance provider to accept their reimbursement schedule, the fees will follow your specific coverage. If your insurance provider does not cover these services, a sliding scale based on income may also be available.

- Telephone consultation with you longer than three minutes **are billed to you at \$1.50 per minute**. Please note that they cannot be billed to insurance.
- Preparation time for reports, letters, or other special correspondence requested by you **is billed to you at a rate of \$85 per hour**.
- All court related work is billed at **\$95 per hour**. This is a non-insurance charge. You will be expected to pay for the following activities involved: pre-court record review, pre-court record review, pre-court case formulation, depositions, consultations with attorneys, court appearances, in court (testimony) time, and time for travel and “waiting,” and total time out of the office (departure until return). You will be asked to sign a release of information and agreement for court appearances, if these services are required.
- During the course of treatment, off-site consultation is sometimes requested and required. Hospital consultations are billed to you at the usual hourly rate and include travel time.



### **Contacting Your Therapist**

Due to work schedules, therapists are not often immediately available by telephone and will not answer when with clients. You may leave a message for your therapist at (402)932-8020 during regular business hours, Monday-Friday, 9am-5pm, or you may reach your therapist directly through the Spruce Health app via secure text messaging, phone calls, or email **after you have completed the telebehavioral health informed consent.**

Once your therapist receives a message from you, **they will make every effort to return your call within 24 hours of receiving it, with the exception of weekends and holidays.** If you are difficult to reach please inform your therapist of some times when you will be available and please be sure to have a voicemail set up to ensure ease in communication. If you are unable to reach your therapist and feel that you can't wait for your call to be returned, contact your physician or your nearest emergency room. If your therapist will be unavailable for an extended time, they will provide you with the name of a colleague to contact, if necessary. Please also see below for the Social Media/Email policies.

### **Limits on Confidentiality**

The law protects the privacy of all communications between a client and a counselor. In most situations, your information can only be released if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require you to provide written, advanced consent. Your signature on this agreement provides consent for those activities, as follows:

- Consultation with other professionals may be necessary for this therapist to provide the best services. During a consultation, every effort is made to avoid revealing the identity of a client. The other professionals are also legally bound to keep information confidential. If you don't object, you may not be told about these consultations unless it is important to our work together.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this agreement.
- If a client threatens to harm herself/himself, Omaha OB/GYN may be obligated to seek hospitalization for her/him, or to contact family members or others who can help provide protection.

There are some situations where your therapist may be required or permitted to disclose your private health information:

- 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 counselor-client privilege law. Your therapist cannot provide any information without your (or your legal representative's) written authorization, or a court order. If you are involved or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order your therapist to disclose information.
- If a government agency is requesting the information for health oversight activities, your therapist may be required to provide it for them.
- If a patient files a worker's compensation claim, your therapist may disclose information relevant to that claim to the patient's employer or the insurer.

There are some situations in which your therapist is legally obligated to take actions, which are necessary to attempt to protect self and others from harm, and may have to reveal some information about your treatment. These situations are not a common occurrence and are only enacted if there are immediate safety concerns.

- If your therapist knows or suspects that a child under the age of 18 has been abuse or neglected, the law requires that therapists file a report with the appropriate governmental agency, usually the Nebraska Department of Health and Human Services. Once such a report is filed, therapists may be required to provide additional information.
- If your therapist knows or suspects that an elderly or disabled adult has been abused, neglected, exploited, sexually or emotionally abused, the law requires that therapists file a report with the appropriate governmental agency, usually the Nebraska Department of Health and Human Services. Once such a report is filed, therapists may be required to provide additional information.



- If your therapist believes that disclosing information about you is necessary to prevent or lessen a serious and imminent threat to the health and safety of an identifiable person(s), disclosure may occur, but only to those reasonably able to prevent or lessen the threat.

If one of these situations arises, your therapist will make every effort to fully discuss it with you before taking any action, and will try to limit any disclosure to what is necessary.

**Teenagers:** Confidentiality and trust are the most important aspects of working with you. Therefore, specific information will not be shared with parents or others, unless you give the therapist specific to do so. Your therapist may however, share generalities with your parents and offer helpful guidance to them and other supportive persons.

**Exceptions:** To protect you and help both you and your family to address and change destructive behavior, your therapist is responsible to report to the appropriate agencies in the following events:

- Sexual activities if you are under the age of 18
- Abuse: physical, sexual, emotional and psychological
- Potential for suicide
- Potential for homicide

Should the need to report arise, your therapist will try their best to discuss it with you at the time, as honesty is crucial to our work together.

**Parents:** Note that if you are signing this consent on behalf of your child, then your child is the identified client. Often parents need to be involved in contributing to the treatment of their child. By signing this consent, you are agreeing that when working with you on behalf of your child, **any of your communication with your child's therapist is open to the other parents legally involved in parenting your child.**

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 may require formal legal consultation if outside of the therapist's scope of practice.

## Social Media Policy

### Friending

Friend requests are not accepted from current or former clients on any social networking site (Facebook, LinkedIn, etc). Adding clients as friends or contacts on these sites can compromise confidentiality and privacy. It may also blur the boundaries of the therapeutic relationship.

### Interacting

Please do not message your therapist on Social Media sites such as Twitter, Facebook, or LinkedIn. These sites are not secure and messages may not be received in a timely fashion. Do not use wall postings, @ replies, or other means of engaging in public social media sites if we have an already established client/therapist relationship. Engaging in these actions could compromise your confidentiality. It may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart.

### Use of Search Engines

It is NOT a regular practice to search for clients on Google or Facebook or other search engines. Extremely rare exceptions *may* be made during times of crisis. If your therapist suspects that you are in danger and you have not been in touch with them via telehealth or phone, there *might* be an instance in which using a search engine (to find you, find someone close to you, or to check on your recent status updates) becomes necessary as part of ensuring your welfare. These are unusual situations and if ever resorted to such means, your therapist will fully document it and discuss it with you during your next appointment.



### **Professional Records**

The laws and standards of this profession require that Protected Health Information about you be kept in your Clinical Record. Except in unusual circumstances that involve danger to yourself or others, 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, it is recommended that you initially review them with your therapist, or have them forwarded to another mental health professional so it can be reviewed. In most situations, your therapist is allowed to charge a copying fee of \$1.00 per page (and for certain other expenses). If your request for access to your records is denied, you have the right to discuss with the therapist a plan of action or reasons for denial.

### **Patient/Client Rights**

HIPAA provides you with several rights with regard to your clinical record and disclosures of protected health information. These rights include requesting that your record be amended; requesting restrictions on what information from your clinical record is disclosed to others; requesting an accounting of most disclosures of PHI that you have neither consented to nor authorized; determine the location to which PHI disclosures are sent; having any complaints that you make about company policies and procedures recorded in your records; and the right to a paper copy of this agreement, the notice form, and privacy policies and procedures. Your therapist would be happy to discuss any of these rights with you.

### **Billing and Payments**

You will be expected to pay for each session at the time it is held, unless otherwise agreed upon, or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, Omaha OB/GYN 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 disclosure of otherwise confidential information. In most collection situations, the only information released 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. It is very important that you find out exactly what mental health services your insurance policy covers because you are responsible for full payment of the fees. You should be aware that your contract with your health insurance company requires that information is provided about the services you receive.

It is required to provide a clinical diagnosis and additional clinical information such as treatment plans or summaries, or copies of your entire clinical record. In such situations, every effort will be made 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, Omaha OB/GYN has no control over what the insurance company does with your PHI. In some cases, they may share the information with a national medical information databank. If you request it, a copy of any report may be provided.

By signing this agreement, you agree that requested information can be provided to your insurance carrier, if you are using your insurance policy to help pay for your treatment.



YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND GIVES CONSENT FOR THERAPY. THIS ALSO SERVES AS AN ACKNOWLEDGMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

\_\_\_\_\_  
Printed Client Name

\_\_\_\_\_  
Account #

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date

IF CLIENT IS A MINOR CHILD, THEN AS A PARENT, LEGAL GUARDIAN, OR MANAGING CONSERVATOR OF THIS MINOR CHILD, I DO HEREBY AUTHORIZE THERAPY SERVICES AND AGREE TO THE TERMS OF THIS FORM TO MY CHILD.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

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