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HIPAA PSYCHOTHERAPIST-CLIENT SERVICES AGREEMENT

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new 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 I 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 available in my office waiting room, explains HIPAA and its application to your personal health information in greater detail. Upon your request, I can provide you with a copy of this Notice if you want to take it home.

The law requires that I obtain your signature acknowledging that I have provided you with this information and that I provide you with a Psychotherapist-Client Service Agreement at the beginning of your therapy with me. Although this Notice and Agreement are long and sometimes complex, it is important that you read them before you sign. To make this Agreement less “legalistic” in its nature, I have taken the opportunity to incorporate additional information to acquaint you with my professional services and business policies. Upon your request, we can discuss any questions you have about this material. When you sign this Agreement, it will serve as an official contract between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me 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.

PSYCHOTHERAPY SERVICES

Psychotherapy is an alliance between client and therapist to increase human understanding and bring about change. The specific experience of being in therapy varies depending upon the personalities of the psychotherapist and client and the particular problems a client is seeking to address. I have extensive clinical training and many years of professional experience in the field of mental health. Therefore, I am able to consider a wide variety of clinical methods to help you deal with the problems that brought you to therapy. 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. To facilitate the greatest possibility for success during therapy, I have several expectations of you and of myself.

CLIENT RESPONSIBILITIES: I expect each client who works with me to participate actively in the therapeutic process by:

- (A) Discussing realistic and concrete goals to accomplish within a mutually agreed-upon time frame; and
- (B) Bringing material into the 50-minute session which you have been working on between sessions, understanding that change requires personal work outside of the 50-minute session.

THERAPIST RESPONSIBILITIES: Jim agrees to practice within his level of competence, licensure guidelines, and ethical standards of practice.

- (A) Jim is committed to promoting the principles of empowerment to help you toward your goals for healing. He views healing as a process, not an event; and
- (B) Jim is committed to therapeutic treatment approaches that strive to promote and sustain the highest level of functioning for you throughout the course of your therapy.

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. Although there are no guarantees of what you will experience I will devote my attention to insure that we maintain a safe and respectful environment that can maximize the possibilities for you to achieve positive growth and healing.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I 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 me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

MEETINGS

I normally consider the initial 2 to 4 sessions as an “evaluation period.” During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, 50-minute sessions will be scheduled at a frequency that is mutually agree upon. By mutual agreement, we may change the length and frequency of sessions at any time during the course of your therapy. **However, 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, and upon your request, I will try to find another time to reschedule a missed or cancelled session as close to the time of your missed appointment, although you may still be charged for the missed appointment.

Jim also agrees to appear on time for all scheduled sessions. If he does not show up for a scheduled session or does not provide 24 hours advance notification for the cancellation of an appointment, you will be given your next session free of charge. Upon request and with advance scheduling, Jim is available to conduct therapy sessions by phone when your travel or a personal emergency precludes in person attendance at an appointment.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. I am usually in my office only during regularly scheduled appointment times. However, I do not answer the phone when I am with a client. When I am unavailable, my telephone is answered by a voice mail that I monitor frequently on weekdays between the hours of 8:00 a.m. and 8:00 p.m. I will make every effort to return your call within 24 hours (and on the same day whenever possible), with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. It is helpful if you can inform me whether the contact source you are providing me is confidential. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the mental health staff member on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

Although I do have an e-mail address that is accessible through my website, I do not check e-mail messages with any specific regularity. I am often away from e-mail access for extended periods of time. Therefore, all communications involving appointment changes or issues of distress should be handled thru my telephone voice mail and not via e-mail.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychotherapist. In most situations, I 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:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Psychotherapist's Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that I sometimes collaborate with other mental health professionals. All of these mental health professionals are bound by the same rules of confidentiality and are professionally obligated to protect your privacy.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If you threaten to harm yourself during the course of your therapy with me, I may be obligated to seek hospitalization for you, or to contact family members or others who can help provide protection.

There are some situations where I am 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 the professional services I provided to you, such information is protected by the psychotherapist-patient privilege law. I 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 me to disclose information.
- If a government agency is requesting the information for health oversight activities, I am required to provide it for them.
- If you file a complaint or lawsuit against me, I may disclose relevant information regarding your therapy work with me in order to defend myself.
- If you threaten to harm yourself during the course of your therapy work with me, I may be obligated to seek hospitalization for you or to contact family members or others who can help provide protection
- If you file a worker's compensation claim, I must, upon appropriate request, provide a copy of your client record to the appropriate parties, your employer, the workers' compensation insurance carrier or the Labor Commission.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a client's treatment. These situations are unusual in my practice.

- If I have reason to believe that a child has been or is likely to be subjected to incest, molestation, sexual exploitation, sexual abuse, physical abuse, or neglect, the law requires that I immediately notify the Division of Child and Family Services or an appropriate law enforcement agency. Once such a report is filed, I may be required to provide additional information.
- If I have reason to believe that any vulnerable adult has been the subject of abuse, neglect, abandonment or exploitation, I am required to immediately notify Adult Protective Services intake. Once such a report is filed, I may be required to provide additional information.
- If a client communicates an actual threat of physical violence against an identifiable victim, I am required to take protective actions. These actions may include notifying the potential victim and contacting the police, and/or seeking hospitalization for that client.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my 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 my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others or where information has been supplied to me confidentially by others, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. If I refuse your request, you have the right to appeal my decision. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. I do bill for my regular therapy fee for such review meetings. In most situations, I do charge a copying fee of \$.10 per page (and for certain other expenses). If I refuse your request for access to your records, you have a right of review (except for information supplied to me confidentially by others), which I will discuss with you upon request.

CLIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that I 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 my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS & PARENTS

Clients under 14 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records unless I decide that such access is likely to injure the child, or we agree otherwise. Since parental involvement in therapy is important, it is my policy to request an agreement between a child client between 14 and 18 and his/her parents, allowing me to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

PROFESSIONAL FEES

My hourly fee is \$100. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 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 me. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$100 per hour for preparation and attendance at any legal proceeding.

If you are a full-fee client who is paying out of pocket (vs. insurance reimbursement or reduced fee agreement) you may be eligible for a 10% reduction when you use bicycle or mass transportation as your method of travel to and from appointments. Upon your request, I will be glad to discuss with you the criteria and procedures for applying for this benefit.

I maintain a limited number of reduced fee slots for clients who do not have coverage for third party reimbursement and who cannot otherwise afford to self-pay for therapy sessions. Requests for reduced fee should be discussed directly with me.

BILLING AND PAYMENTS

Payment for therapy sessions can be made by check, cash, debit card, Health Savings Account Card, or – on a limited basis – via third party insurance reimbursement. 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, I may be willing to negotiate a fee adjustment or payment installment plan.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I 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 me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a client's treatment is your name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

THIRD PARTY REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it may be important to evaluate what resources you have available to pay for your treatment. It is important to remember that you always have the right to self-pay for my services, in which case you avoid the potential problems described in this section.

I am available to assist you in securing third party reimbursement for my services if your insurance plan reimburses Licensed Clinical Social Workers. Many indemnity insurance policies routinely provide a percentage reimbursement for the standard therapy fee of a Licensed Clinical Social Worker.

With the exception of the University of Utah Neuropsychiatric Institute Behavioral Health Network (UNI BHN), I am not a participating member of other Managed Care Preferred Provider Panels. I am not a provider for Medicare or Medicaid service.

However, many insurance policies allowed for reimbursement for a Licensed Clinical Social Worker as an “out of network provider.” If your policy allows for that provision, I am available to work with you to secure such third party payment.

Some insurance companies are also amenable to providing reimbursement for my services on a case-by-case basis. By advocating with your insurance company that there is a particular reason why you want to receive therapy services from me – for example because of my experience in addressing a particular therapeutic issue, such as sexual abuse, dissociation, sexual identity issues, etc. – you may be able to secure third party reimbursement for my services.

If you are interested in learning more about working with your insurance company to secure out of network or special exception coverage, please initiate this discussion with me.

Reimbursement for mental health services can usually be submitted to cafeteria plans that may be available through your employment and through Health Savings Accounts. This may help to offset the cost of out-of-network reimbursement.

If you will be seeking any kind of 3rd party reimbursement for your therapy sessions, you should carefully read the section in your insurance coverage booklet that describes mental health services. 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. It is particularly important that you determine whether you need “pre-authorization” before meeting with me, the amount of your yearly deductible, and any limitations regarding the number of sessions you are allowed. “Managed Health Care” plans such as HMOs and PPOs 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 me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.

If you have questions about your insurance coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my 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, I will be willing to call the company on your behalf.

If you do decide to seek third party reimbursement, you should be aware that your contract with your health insurance company generally requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire clinical

record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier if you are using third party reimbursement.

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, I 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. It is important that you consider the potential implications of information that is added to your medical databank. Such information, especially diagnosis, may impact future applications for health, life, and/or disability insurance. As sharing of information from databanks becomes more pervasive, it is increasingly common for employers, security clearance agencies, and attorneys to obtain access to diagnoses and related materials through such electronic records. Although HIPAA provides a general framework to protect client confidentiality, there are many ways in which you relinquish many of your rights to privacy when you participate in third party reimbursement.

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.

Again, it is important to remember that you always have the right to pay for my services yourself to avoid the problems described above. If your therapy is self-pay you maintain maximum control over your record. I do not assign any diagnosis to records for self-pay clients, nor do I release any information about your therapy activities to anyone without your permission (except in situations outlined in the previous section "Limits On Confidentiality").

ENDING THERAPY

Some clients benefit most from a brief involvement in therapy whereas others will find an extended length of time more valuable. I am committed to working with you as long as the therapeutic process is productive and healthy. The process of ending therapy may be equally as significant as the work you accomplish during the course of your therapy. The ending of therapy is most impactful when it evolves from a partnership between client and therapist.

I am available at any time during the therapy process to discuss concerns you may have regarding the ending of your therapy. It is most productive if you can address the ending of your therapy over the course of several closure sessions.

If I do not have contact or communication from you for a period of 30 consecutive days, I will assume that you no longer intend to remain active in this therapy relationship and your case will be closed.

HIPAA PSYCHOTHERAPIST-CLIENT SERVICES AGREEMENT

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

HIPAA FORMS RECEIVED:

Signature

Date

AGREEMENT READ & UNDERSTOOD:

Signature

Date