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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 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 I provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment and health care operations. All use of the identifying words “I,” “me,” “my” in this document refer to Jim Struve.

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 is long and sometimes complex, it is important that you read this agreement 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 for the duration of time we are engaged in a therapeutic relationship. If you have chosen to secure 3rd party payments for your therapy (insurance, agency, or other entity who has agreed to pay part of all of your therapy) this Agreement remains in effect until all financial obligations have been satisfied, which sometimes may extend beyond the date you end your therapy.

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 utilize a wide variety of clinical methods to help you deal with the problems that brought you to therapy. Psychotherapy is not the same as a visit to a medical doctor. Instead, a therapeutic relationship calls for an intentional and active investment by both therapist and client. In order for the therapy to be most successful, you will have to work on things we talk about both during your 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.
- (B) Approaching therapy sessions as integrated with – vs. separated from – your life outside of therapy. Therefore, you agree to bring real life material into the session and take insights/skills you gain during sessions back to your everyday life. You thereby understand that change requires active personal work between sessions as well as active participation during sessions.
- (C) Attending each sessions free of all use of alcohol or non-prescribed medications within 12 hours prior to each session.

THERAPIST RESPONSIBILITIES: I agree to practice within my level of competence, licensure guidelines, and ethical standards of practice.

- (A) I am committed to promoting the principles of empowerment to help you toward your goals for healing. I view healing as a process, not an event.
- (B) I am 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 the precise outcomes of your therapy, nor of the cognitive and emotional experiences you will encounter during your therapy, I will devote my attention to insure that we maintain a safe and respectful environment that can maximize the possibilities for you to achieve the highest degree of 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 we can discuss realistic goals for your therapy if you decide to continue working with me. You should evaluate this information along with your own opinions so that you can remain active in this goal-setting process. Therapy involves a significant commitment of time, money, and energy, so you should be mindful and intentional in your consideration of selecting a therapist. If you have questions about my procedures, I am receptive to discuss your concerns at any time, for the duration of our therapeutic relationship. If you desire to change to another therapist and/or seek adjunct services, I am available to assist you in finding such resources.

MEETINGS

I 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 you decide to continue your psychotherapy with me, sessions will be scheduled at a frequency that is mutually agreed 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 is scheduled, you will be expected to pay for it if you do not 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 most 3rd party payors do not provide reimbursement for cancelled sessions. Therefore, you are responsible for payment of the full amount that is charged for a session if cancelled with less than 24 hours advanced notification. If you request and I am able to accommodate rescheduling another appointment for you within the same calendar week during which a session was cancelled with less than 24 hours notification, then you will not be charged for the cancelled session.

I also agree to appear on time for all scheduled sessions. If I do not show up for a scheduled session or do not provide 24 hours advance notification for the cancellation of an appointment, you will be given your next session free of charge. On a limited basis, I am available to conduct therapy sessions by phone or skype if your travel or a personal emergency precludes in-person attendance at an appointment. However, use of these alternative platforms for conducting sessions is only a temporary option and only when arranged with advanced notification and planning.

You are not allowed to bring any kind of weapon (guns, knives, etc.) into my office, as this office is a weapons-free space. If you possess weapons you are expected to leave those items at home or securely locked in your car.

USE OF ELECTRONIC DEVICES

You are expected to turn off cell phones and any other electronic devices for the duration of each session. The exception to this guideline is if you have an unexpected or unusual emergency and discuss with me at the beginning of the session your request for this exception. You are also expected to refrain from any recording of sessions without proactive agreement between us for such recording to occur. You are expected to maintain respectful boundaries for quiet and privacy of others for any use of cell phone and/or other electronic devices when you are in public spaces in our office complex (this includes waiting room, bathrooms, hallways, and sidewalk areas adjacent to the building).

CLIENT RIGHTS

HIPAA provides you with several rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting to discuss: the content of any records I maintain about my treatment activities with you; any restrictions on what information from your Clinical Record is disclosed to others; an accounting of most disclosures of protected health information that you have neither consented to nor authorized; your input about 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, any other Notification forms, and my privacy policies and procedures. I am available to discuss any of these rights and/or requests with you.

MINORS & PARENTS

I do not routinely work with clients younger than 14 years of age. 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. Only upon request, I am also able to provide parent(s) or guardian(s) 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.

COMMUNICATION BETWEEN YOU & ME

Due to my work schedule, I am often not immediately available by telephone. Therefore, calls to my office phone go directly to a voice mail. I do routinely check my voice mail on weekdays between the hours of 8:00 a.m. and 8:00 p.m. However, I do not respond to phone messages when I am with a client. 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. I generally check my voice mail once or twice during weekends and Holiday periods, but not with any pre-set schedule. I also maintain a variety of professional commitments outside of my office. Therefore, my response time to messages may vary when I am traveling or engaged in work outside of the office. 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 that information on my voice mail as well as the name of a colleague to contact, if you are experiencing an emergency.

Please inform me of blocks of times or specific times when you will be available if you have complications in your schedule that may cause any difficulty in reaching you, If anyone else (personal or work) shares the contact phone number you provide for me, it is helpful if you can inform me whether the contact source you are providing me is confidential.

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. If you do have a need to communicate with me via e-mail regarding a therapeutic or clinical matter, please check with me in advance so we can negotiate the length and frequency of e-mail messages and the manner in which I will or will not be able to respond.

E-mail and Texts: Email communication and texts are not secure, and could be read by others as messages are stored on remote servers. If you choose to contact me via email or text, you are accepting those privacy risks, and accepting email and text as an acceptable medium for my responses, unless or until you notify me otherwise. I recommend only using email and texts for scheduling and administrative purposes, rather than a medium for personal information. You should also know that any emails or texts that I receive from you and any responses that I send to you become a part of your medical record. If you have a concern about confidentiality or privacy, feel free to speak with me during a therapy session or by contacting me at 385-355-0965.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychotherapist. As noted in the preceding section, remember that e-mail is not a secure and confidential method of communication.

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 another health and mental health professional about a case. During a consultation, I make every effort to avoid revealing the identity of any client with whom I am working (by using a pseudo-name, etc.). Any other professional with whom I may consult is also legally bound to keep client 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 or someone else during the course of your therapy with me, I may be obligated to report that concern to the appropriate legal or protective agency, 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.

Although these situations are unusual in my practice, there are some situations in which I am legally obligated to take actions to notify the appropriate agency or officials:

- 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. However, for your safety and protection, I maintain only minimal written records. 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 \$.25 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.

PROFESSIONAL FEES, BILLING, AND PAYMENT

My hourly fee is \$_____. You are expected to pay for each session at the time it is held, unless we agree otherwise or unless you have 3rd party coverage that requires another arrangement. Payment options include check, cash, or credit/debit card. If you choose to pay by credit/debit card there will be an additional service fee for each transaction.

In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. 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. I am committed to finding solutions to insure that financial hardship is not the singular reason why a client is unable to access or is required to discontinue services from me. Requests for reduced fee should be discussed directly with me.

If you are a full-fee client who is paying out of pocket you may be eligible for a 10% reduction when you use bicycle or mass transportation as your method of travel to and from appointments. This discounted fee does not apply in situations of 3rd party reimbursement of reduced fee services. Upon your request, I am available to discuss with you the criteria and procedures for applying for this benefit.

In addition to weekly appointments, I charge the same hourly rate for other professional services you may need, although 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. Rates and payment schedules for these other professional services will be agreed upon prior the service being provided.

I do not routinely provide services for legal matters – such as expert witness, court evaluations, depositions and testimony, etc. Any legal matter (past, current, or future) about which you may want to request my involvement must be discussed prior to you making any assumptions about my availability. I expect full disclosure and transparency about any legal matter that may overlap your therapy activities with me.

You will be expected to pay for all of my professional time, including preparation and transportation costs, for any legal proceedings that do involve my participation. This includes any legal matter that may occur as a result of being called to testify by another party.

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 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 may 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 should 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.

I also accept 3rd party reimbursement from many service agencies, such as the Utah Department of Vocational Rehabilitation, Crime Victims Reparation, and some non-governmental social agencies or church institutions. Please inquire with me at any time during the course of your therapy if you want to discuss ways to secure financial assistance from any of these kinds of 3rd party payors.

If you will be seeking any kind of 3rd party reimbursement for your therapy sessions, you should carefully research the terms of this kind of reimbursement. 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 beyond the allocation of sessions previously approved by a 3rd party payor - or you may need to explore the option of transitioning to some other option, such as a Health Savings Account or self-pay. after a certain number of sessions.

If you have questions about your 3rd party coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be available to help you in understanding the information you receive from your 3rd party provider. If it is necessary to clear confusion, I will be willing to call the 3rd party provider on your behalf.

If you do decide to seek third party reimbursement, you should be aware that your contract with your 3rd party provider may require that I provide them with information relevant to the services that I provide to you. I may be 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. Upon your request, I will provide you with a copy of any report I submit. By signing this Agreement, you agree that I can provide requested information to your 3rd party provider.

Information becomes part of that entity’s files and is usually stored electronically. 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 3rd party 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

The process of ending therapy is equally as important as the beginning and middle phases of 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. Therefore, I want to facilitate safe and respectful ways to determine when and how to discontinue our therapeutic relationship. I want to empower you to be an active participant in evaluating your progress in therapy and determining your options for how long to continue our therapeutic relationship, when to take a break, when to stop, and/or when to transition to another modality or therapist. My goal is for the ending of therapy to be a positive and energizing experience.

If you encounter any concerns or difficulties in our therapeutic relationship that may contribute to considerations of ending therapy prematurely, you will be encouraged to discuss those matters directly with me. These matters might include concerns about your degree of progress, disagreements or negative reactions to something that may have occurred between us, financial hardship, interference from personal or work life circumstances, etc. I encourage us to talk openly about any of these concerns that may seem to be impediments to continuing in therapy before you are authentically ready to stop.

It is most productive if you can address the ending of your therapy over the course of several closure sessions. Ideally, it is valuable to plan ahead for when and how you will end your therapy.

During the early stages of your therapy with me, I will always try to reach you if you are late or fail to attend a session. I will assume that you have forgotten our scheduled appointment or have encountered an emergency. If you consistently miss appointments, I will initiate discussions to evaluate whether the therapy is not working or if some obstacles are preventing your regular attendance. The goal will be to correct those matters to allow you to continue if you so desire.

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