

The Connection Place Client Services Agreement

It is the vision of *The Connection Place* to be a community recognized counseling office that is known for providing hope and healing through professional counseling services. As part of its overall mission, *The Connection Place* provides safe, quality counseling to individuals, children, couples, and families. *The Connection Place* is dedicated to encouraging and equipping clients with the right tools and techniques to build resilient relationships at home and in the workplace.

This document serves as the basis for a formal agreement between you as a client and *The Connection Place*. It is important for you to understand this agreement. Please read this document in its entirety and ask Jeremy Johnson about anything that is unclear to you. You will be asked to sign below indicating that you have read, understand, and accept the terms of this agreement. **Once you sign this agreement, you become a client of *The Connection Place*.** Your signature also documents that *The Connection Place* has informed you of our privacy practices and your rights under the **Health Insurance Portability and Accountability Act (HIPAA)**. For more information on HIPAA, please see the Client Rights section below.

You can discuss any questions you have with Jeremy Johnson either before or after you sign this agreement. You may also revoke this agreement in writing at any time. Revocation of the agreement will terminate the relationship between you and *The Connection Place* but will not affect any action *The Connection Place* has already taken based on the previous agreement. Terminating the agreement also does not prevent *The Connection Place* from providing information necessary to collect insurance payments for services provided prior to our receiving your revocation or otherwise pursuing collection of fees you owe *The Connection Place* for services previously delivered.

Counseling Services

1. Counseling services are provided by Jeremy Johnson. Jeremy has a Master's Degree in Marriage and Family Therapy and is a Licensed Marriage and Family Therapist in the state of Tennessee (License #546). Jeremy adheres to statutes of the State of Tennessee and the Ethical Principles of the American Association for Marriage and Family Therapy.
 2. Counseling is not like a medical doctor visit. Instead, it requires very active participation on the part of the client.
 3. Counseling can have benefits and risks. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, since counseling often involves discussing unpleasant aspects of one's life, clients may experience uncomfortable feelings like sadness, guilt, anger, and frustration. If you receive a diagnosis of a mental health disorder, it can carry with it a social stigma; it may affect your ability to acquire life or health insurance in the future; or it may interfere with certain job opportunities.
 4. As with any type of treatment or intervention, there can be no guarantees of outcomes or what you will experience.
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Office Hours and Appointments

Please be aware that the hours during which Jeremy Johnson is available may vary from week to week. Appointments are normally 45 minutes in length. Once an appointment is scheduled, you will be expected to pay for it unless you call the office at least **24 hours in advance of your appointment time to give notice of cancellation**. It is important to note that **insurance companies do not provide reimbursement for canceled sessions or no-shows**. Therefore, you would be responsible for the full cost (\$130 fee) of sessions not canceled in advance. If you cancel the day of your scheduled appointment due to an emergency, you will only be charged a \$30 fee as it will be difficult and many times impossible to schedule another client during your appointment time. Furthermore, Mr. Johnson requires that you have a debit/credit card number available at your initial intake appointment. This debit/credit card will be charged for all no show appointments or late cancellations. You are also welcome to pay for your appointments via debit/credit card.

If you are going to be late for an appointment, please notify Jeremy Johnson as soon as possible of your estimated delay. Please be aware that insurance cannot be filed for any visit for which you are more than 15 minutes late due to Jeremy Johnson's contractual obligation that sessions will be at least 45 minutes in length. You should reschedule unless you are willing to pay for the session out of your pocket. Also, please be aware that clients who are chronically late or who miss multiple appointments may have services terminated.

Professional Fees

The Connection Place charges \$145 for the initial intake interview and \$130 for 45-minute sessions thereafter. In some cases, you may be charged a pro-rated fee for sessions or other professional services of less than 45 minutes such as telephone conversations, e-mails that require lengthy responses, 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 Jeremy Johnson.

Legal matters: Please be aware that Jeremy Johnson is not a specialist in Forensic Psychology or other areas related to legal matters. Jeremy Johnson recommends that specialists in these areas be sought for this type of work. Because of the difficulties typically associated with legal involvement, should Jeremy Johnson be involved in any legal proceedings, **the charge will be \$375 per hour for preparation and attendance at any legal proceeding on your behalf. You will also be billed for any related expenses.**

If there is an unpaid balance on your account, you will be sent a billing statement regarding the balance that is due. If the balance is not paid after the initial billing statement, there will be a \$20 administrative fee charged to your account for all additional billing statements.

Billing and Payment

You will be expected to pay for services at the time services are provided unless you have a different agreement with Jeremy Johnson, or a different arrangement is required for third-party payment. *The Connection Place* accepts cash, check, and credit card for payment. Outstanding balances will be billed monthly. *The Connection Place* reserves the right to turn delinquent accounts over to a collection agency in order to collect unpaid balances. In most collection situations, the only information that would be released regarding a client's treatment is his/her name, the nature of services provided, and the amount due. If such action is necessary, its costs will be included in the claim. Furthermore, there will be a \$25.00 fee for returned checks.

Insurance Reimbursement

Jeremy Johnson is a network member with a variety of different insurance plans. In these cases, *The Connection Place* will file your insurance claims. It is your responsibility as a client to obtain “authorizations” or “certifications” from your insurance or managed care company for treatment. However, *The Connection Place* cannot guarantee payment by your particular plan.

Even when an insurance carrier “authorizes” services, actual payment for those services is contingent upon a number of specifics, some of which may not be known until after services have been delivered. For example, a client may not have received a diagnosis that is covered by the client’s insurance policy. It is the client’s responsibility to be knowledgeable about his/her health insurance policy’s mental health benefits and all limitations. The client is responsible for payment of any amounts not paid by insurance, and your signature on the agreement form indicates your acceptance of this responsibility.

You should carefully read the section in your insurance coverage booklet that describes mental health services. Mental health coverage and limitations usually differ from normal medical coverage. If you have questions about your insurance coverage, please call your plan administrator. **By signing this agreement form, you agree that *The Connection Place* can provide necessary information to your insurance carrier.**

Distance Counseling

Distance counseling means providing mental health services while the client and the practitioner are located in two different physical locations and are communicating via electronic means such as webcam or telephone.

Benefits of Distance Counseling: There are some great benefits of participating in Distance Counseling instead of face-to-face counseling. First, there are fewer travel and time constraints. Because travel to the therapist’s office is not required, Distance Counseling removes the issues of traffic congestion, gas expenses, automobile “wear and tear,” and paying for babysitting services.

Also, there is a choice as to the location where Distance Counseling takes place. Distance Counseling can be done in the privacy and convenience of your own home, office, or other private location of your choice. Furthermore, Distance Counseling decreases issues with time constraints. Meetings can take place any time the client and therapist choose. This flexibility likely increases possible times for meeting opportunities.

Distance Counseling is also so easy to do. The only requirements are a desktop computer or laptop with a webcam. Additionally, Distance Counseling provides clients with a confidential experience, as clients do not have to worry about seeing someone they know at the therapist’s office. Finally, research has shown that internet-based intervention can be just as beneficial as regular face-to-face therapy.

Risks of Distance Counseling: While there are many benefits to Distance Counseling, there are some risks as well. At times, it is more difficult to make a risk assessment and/or to intervene during a crisis. Also, protecting PHI (Protected Health Information) may be more of a challenge. Finally, technical problems or poor quality could be distracting and interfere with effectiveness of the counseling session.

Fees: The fees for Distance Counseling services are the same as the fees for face-to-face services for clients at The Connection Place office in Hendersonville, Tennessee:

\$145 for the initial intake interview (45-50 minutes)

\$130 for all future sessions (45 minutes)

Distance Counseling clients will need to be a resident of the state of Tennessee in order to participate in Distance Counseling at The Connection Place.

Contacting Your Therapist

Emergencies: If you have a counseling-related emergency, contact Jeremy Johnson at 615-308-7804. If the emergency situation is life-threatening or if you feel that you cannot wait for Jeremy Johnson to call you back, call 911 (or your local number for emergency services) or go to the nearest emergency room. Additionally, the Metro Crisis Line (615-244-7444) may also be of assistance in mental health emergencies.

E-mail: *The Connection Place* has an office e-mail account to which you may wish to use to send routine information. However, you should be aware that **the privacy of e-mail communications cannot be guaranteed. Even deleting e-mails does not guarantee that they will not be seen by a third party. Therefore, please use great care if you decide to contact *The Connection Place* using e-mail.**

Client Rights

Effective April 14, 2003, the Health Insurance Portability and Accountability Act (HIPAA) is a federal law that provides new privacy protections and client 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 gives you the right to:

- request that your therapist amend your record
- request restrictions on what information from your *Clinical Record* is disclosed to others
- request an accounting of non-authorized disclosures of your protected health information
- determine the location to which protected information disclosures have been sent
- have any complaints you make about the therapist's policies and procedures recorded in your records
- a paper copy of this agreement and other notices/information

Please discuss any questions you may have about these rights with Jeremy Johnson.

Understanding Confidentiality and its Limits

The law protects the privacy of communications between a client and therapist. Except as otherwise indicated in this document, *The Connection Place* can only release information about your treatment to others if you sign a written authorization form that meets certain HIPAA requirements. Three types of exceptions are listed below:

1. Situations in which Jeremy Johnson is obligated to take actions which he believes are necessary to attempt to protect the client or others from harm. These include the following:

Child abuse: If Jeremy Johnson has reason to believe that someone under 18 years of age has been injured as a result of brutality, abuse or neglect, or has been sexually abused, the law requires that report be made to Child Protective Services or another appropriate governmental agency. Once such a report is filed, Jeremy Johnson may be required to provide additional information.

Abuse of an adult: If Jeremy Johnson has reason to suspect that an adult who is vulnerable physically, mentally, or emotionally has suffered abuse, neglect or exploitation, the law requires that the therapist report to the Department of Human Services. Once such a report is filed, the therapist may be required to provide additional information.

Client's threat to harm another: If a client has communicated an actual threat of bodily harm against a clearly identified victim, and Jeremy Johnson believes that the client has the ability and likelihood of carrying out the threat, then he is required to take reasonable steps to protect the victim, including notifying the potential victim, contacting the police, and/or seeking involuntary hospitalization for the client.

Client's threat to harm self: If a client is deemed to be an immediate threat of harm to self, Jeremy Johnson may be obligated to seek hospitalization for him/her, or to contact family members or others (including law enforcement) who can help provide protection.

2. Situations in which Jeremy Johnson is permitted or required by law to disclose information without either your consent or authorization. These include the following:

Court proceedings: If you are involved in a court proceeding and a request is made for information concerning the professional services provided to you by *The Connection Place*, such information is usually protected by the therapist-client privilege law. In most cases, *The Connection Place* cannot provide any information without either (1) your written *Authorization* or (2) a valid court order. If you are involved in or are contemplating litigation, you should consult with an attorney to determine if a court would be likely to order *The Connection Place* to disclose information.

Lawsuits: If a client files a complaint or lawsuit against *The Connection Place* or Jeremy Johnson, *The Connection Place* may disclose relevant information regarding that client in order to defend Jeremy Johnson or the organization.

Worker's compensation: If a client files a worker's compensation claim, *The Connection Place* must, upon appropriate request, provide a report to the appropriate individuals, including the client's employer.

Reporting data on physical abuse: As of July 1st, 2007, Tennessee law requires mental health professionals to make monthly reports regarding knowledge of physical abuse to adults for statistical use by the State. This information does not include names of clients, victims, or perpetrators.

3. Situations that require only that you provide written, advanced consent **as indicated by your signature on the Acknowledgement form**. These include the following:

Consulting with professionals: *The Connection Place* may consult with your current or past health/mental health professional(s). All health-related professionals are bound to keep your information confidential within the limits of the law. Consultations will typically be noted in your *Clinical Record* (see the **Professional Records** section below).

Contact with PHI by Business Associates of The Connection Place: As required by HIPAA, *The Connection Place* maintains formal contracts with its *Business Associates* (e.g., filing insurance claims, etc.) in which the individual or business/organization promises to maintain the confidentiality of PHI of *The Connection Place* clients except as specifically allowed in the contract or otherwise required by law.

Other: Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this agreement.

If any of the above situations in #1, #2, or #3 above should arise, Jeremy Johnson will, if possible, make every effort to fully discuss it with you before taking any action and will limit the disclosure to only what is necessary. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss any questions or concerns that you may have now or in the future with Jeremy Johnson. The laws governing confidentiality can be quite complex. In situations where specific advice is required, formal legal advice may be needed.

Professional Records

You should be aware that, under HIPAA regulations, Jeremy Johnson may store Protected Health Information (PHI) about you in two sets of professional records. One set constitutes your *Clinical Record*. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts your life, your diagnosis, the goals that are set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that were received from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier.

Generally you may review and/or receive a copy of your *Clinical Record* if you request it in writing. However, because these are professional records, they can be easily misinterpreted and/or be potentially upsetting to untrained readers. For this reason, *The Connection Place* recommends that you initially review them in the presence of Jeremy Johnson, or have them forwarded to another qualified mental health professional with whom you can discuss the contents. As allowed by law, *The Connection Place* charges a retrieval/copying fee of 20¢ for the first five pages of a record and 30¢ per page thereafter.

In circumstances where *The Connection Place* feels that your review or receipt of your *Clinical Record* may result in a danger to yourself or another or when disclosure of your record compromises the privacy of another person, *The Connection Place* may deny your request.

In addition to your *Clinical Record*, Jeremy Johnson may also keep a set of *Psychotherapy Notes* for his own use to assist him in providing you with the best treatment possible. These notes may include more detailed content of your conversations with the therapist, his analysis of those conversations, and how they impact your therapy. They also contain particularly sensitive information that you may reveal to Jeremy Johnson that is not required to be included in your *Clinical Record*. Also included may be information from others provided to Jeremy Johnson confidentially. *Psychotherapy Notes* are kept separate from your *Clinical Record*.

Your *Psychotherapy Notes* are not available to you and cannot be sent to anyone else, including insurance companies, without your signed *Authorization*. Insurance companies cannot require you to authorize release of your *Psychotherapy Notes* as a condition of coverage nor penalize you in any way for your refusal to provide it.

Minors and Parents/Guardians

Clients who are minors often need the same privacy and confidentiality in counseling as do adults. Jeremy Johnson makes every effort to maintain necessary privacy in his therapeutic relationships with minor-age clients while keeping parents or guardians appropriately informed about the child's progress.

If the parents of a minor-age client are estranged/divorced, it is the policy of *The Connection Place* that a copy of the court-decreed parenting agreement be on file. Parents should be aware that even non-custodial parents usually have the right to access their child's *Clinical Record*.

Parents should also be aware that the state of Tennessee allows 16 and 17 year olds to seek psychotherapy without their parents' consent if they are sufficiently mature to understand and make judgments about the risks and benefits of such treatments. In these cases, parents do not necessarily have access to their older adolescent child's records. It is, however, the policy of *The Connection Place* to seek an agreement with the teen on general information (e.g., reports of progress & attendance) that may be shared with the parents in a way that will allow parental involvement while still safeguarding the adolescent's privacy. Except where the law allows otherwise (e.g., danger to self or others), any other communication from the therapist to a parent will require the minor client's written authorization.

I HAVE BEEN INFORMED OF THESE RIGHTS AND RESPONSIBILITIES, AND UNDERSTAND THEM. Initials _____

I HAVE RECEIVED A COPY OF THIS HIPAA NOTICE AND UNDERSTAND MY RIGHTS PROVIDED BY HIPAA REGULATIONS. Initials _____

Signature of Client

Date

Witness

Date

Signature of person authorized to sign in lieu of client:

Parent/Guardian/Conservator

Date