

BIBLICAL COUNSELING CENTER

An educational & counseling ministry

CLINICAL STAFF

Harry Morgan

M.Div., Th.M., M.A., Ph.D., LMHC

MH10635

*Board Certified Psychotherapist
Clinically Certified Forensic Mental Health
Evaluator*

*Certified Clinical Sex Offender Treatment
Specialist*

*Certified Anger Management & Domestic
Violence Counselor II*

Certified Clinical Supervisor

Certified Autism Specialist

Alfred James

M.Div., M.A., LMHC

Licensed Mental Health Counselor

Jeff Duncan

MPA, MAC, RMHCI

Registered Licensed Mental

Health Counselor Intern

Chima Lubin

M.A., LMFT

Licensed Marriage & Family Counselor

ASSOCIATES

Robert Bellino, M.D.

Licensed Psychiatrist

Hal McDuffie

Licensed Polygrapher

OFFICE STAFF

Tracy Epstein

B.A.

Office Manager & Executive Assistant

Ken Hulata

B.S.

Research Assistant

1450 59th Street West ~ Unit 101

Bradenton, FL 34209

Phone: 941-729-6600

Fax: 941-225-8987

www.TRUTHtransforms.com

CLIENT SERVICES AGREEMENT

(In Compliance with HIPAA)

Welcome to Biblical Counseling Center. 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 new client rights regarding the use and disclosure of your Protected Health Information (PHI) used for 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 law requires that I obtain your signature, which you provide on your intake form, acknowledging that I have provided you with this information before your initial 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 during your session. 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.

COUNSELING SERVICES

Counseling is not easily described in general statements. It varies depending on the personalities of the mental health counselor, the client, and the particular issues you are experiencing. There are many different methods I may use to deal with the issues you hope to address. Mental health counseling is not like a medical doctor visit. Instead, it calls for a very active effort on your part. For 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. It often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience. Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, 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 counseling. You should evaluate this information along with your own opinions of whether you feel comfortable working with your counseling provider. 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 whenever they arise. If your doubts persist, your counselor will be happy to help you set up a meeting with another mental health professional for a second opinion.

COUNSELING SESSIONS

The clinical interview and assessment typically is completed in the first 2 sessions. During this time, you can decide if the counselor you have chosen is the best person to provide the services you need to meet your counseling goals. If counseling commences, we usually schedule one 50-60 minute session per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay the full session fee 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].

PROFESSIONAL FEES

Fees for counseling vary depending on which provider you see. The range of fees is \$75.00- \$225.00 per hour. In addition to weekly appointments, there may be charges incurred for other professional services you may need. Other services include report writing, telephone conversations lasting longer than 15 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and time spent performing any other service you may request. If you become involved in legal proceedings that require a counselor's participation, you will be expected to pay for their professional time, including preparation and transportation costs, even if the counselor is called to testify by another party. Because of the difficulty of legal involvement, charges are \$250 per hour for preparation, traveling and attendance for depositions or any court or legal proceedings. Expert witness fees are \$375 per hour.

CONTACTING YOUR COUNSELOR

Your counselor is often not immediately available by telephone. For scheduling appointments or relaying information please call 941-729-6600 and speak with our administrative assistant. In emergencies, call Centerstone (782-4150), otherwise, dial 911 or contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. In the event your counselor is unavailable for an extended time you will be provided the name and phone number of a colleague to contact, if necessary.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a counselor. In most situations, we can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on the "Consent to Counseling" page of the Intake form provides consent for the following:

- Occasionally it may be helpful for your counselor to consult other health and mental health professionals about a case. Every effort is made to avoid revealing the identity of a patient or client. Other professionals are also legally bound to keep the information confidential. These consultations will not necessarily be revealed to you unless it is important to our work together. All consultations will be noted in your Clinical Record.
- You should be aware that there are other mental health professionals at Biblical Counseling Center, which includes an administrative staff. In most cases, protected information needs to be shared with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance.

All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.

- When a client has been referred to us by a church or other religious organization it may be requested that the client signs a release form that a progress report be given to the referring agent. If you have been referred by the leadership of your congregation you are under no obligation to consent and sign this release form. This agreement to release information means that during treatment, your counselor will provide the religious leader with only general information about the progress of the treatment, and the client's attendance at scheduled sessions. Your counselor will also provide the religious leader with a summary of the client's treatment when it is complete.
- There are some situations where we are permitted or required to disclose information without either your consent or authorization:

- 1) 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. We cannot provide any information without your (or your legal representative's) written authorization, or a court order, or if your counselor receives a subpoena of which you have been properly notified and you have failed to inform him or her that you oppose the subpoena. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order your counselor to disclose information.
- 2) If a government agency is requesting the information for health oversight activities, within its appropriate legal authority, we may be required to provide it for them.
- 3) If a client files a complaint or lawsuit against a counselor, relevant information may be disclosed regarding that client in the counselor's defense.
- 4) If a client files a worker's compensation claim, and we are providing necessary treatment related to that claim, we must, upon appropriate request, submit treatment reports to the appropriate parties, including the client's employer, the insurance carrier or an authorized qualified rehabilitation provider. There are some situations in which the counselor is legally obligated to take actions, which are necessary to attempt to protect others from harm and the counselor may have to reveal some information about a client's treatment. These situations are unusual in our practice.
- 5) If we know, or have reason to suspect, that a child under 18 is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or any other person responsible for the child's welfare, the law requires that we file a report with the Department of Children and Family Services. Once such a report is filed, we may be required to provide additional information.
- 6) If we know or have reasonable cause to suspect, that a vulnerable adult has been or is being abused, neglected, or exploited, the law requires that we file a report with the central abuse hotline. Once such a report is filed, we may be required to provide additional information.
- 7) If we believe that there is a clear and immediate probability of physical harm to the client, to other individuals, or to society, we may be required to disclose information to take protective action, including communicating the information to the potential victim, and/or appropriate family member, and/or the police or seeking hospitalization of the client. If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit disclosure to what is necessary.
- 8) Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

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 we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, we keep Protected Health Information about you in three sets of professional records.

- The first set of records include your billing records and statements.
- The second set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, your treatment goals, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that are received from other providers, reports of any professional consultations, and any reports that may have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances in which disclosure would physically endanger you and/or others, or makes reference to another person (other than a health care provider) and we believe that access is reasonably likely to cause substantial harm to such other person, 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, we recommend that you initially review them in the presence of your counselor or have them forwarded to another mental health professional so you can discuss the contents. In most cases we are willing to conduct this review without charge. In most circumstances, we are allowed to charge a copying fee of \$1.00 per page (and for certain other expenses). I may withhold copies of your records until payment of the copying fees has been made. If your request for access to your Clinical Records is refused, you have a right of review, which will be discussed with you upon request.

- In addition, we also keep a set of Psychotherapy Notes. These notes are for the use of the provider only and are designed to assist in providing you with the best treatment. While the contents of Psychotherapy Notes vary with each patient/client, they can include the contents of our conversations, analysis of those conversations, and how they impact your therapy. They also contain particularly sensitive information that you may reveal in your sessions that are not required to be included in your Clinical Record. [They also include information from others provided confidentially.] These 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 written, signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

CLIENT RIGHTS

HIPAA provides you with several new or expanded rights regarding your Clinical Records and disclosures of protected health information. These rights include requesting that amendments your record; requesting restrictions on what information from your Clinical Records 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 our policies and procedures recorded in your records; and the right to a paper copy of this Agreement. We are happy to discuss any of these rights with you.

MINORS & PARENTS

Clients under 18 years of age who are not emancipated should be aware that the law may allow parents to examine the child's treatment records. Children ages 13-17 may independently consent to (and control access to the records of) diagnosis and treatment in a crisis situation. Because privacy in counseling is often crucial to successful progress, particularly with teenagers, and parental involvement, is also essential, it is usually our policy to request an agreement with minors [over 14] and their parents about access to information. This agreement provides that during treatment, parents be provided with only general information about the progress of the treatment, and the client's attendance at scheduled sessions. We 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 it is determined that the child is in danger or is a danger to someone else, in which case, the parents will be notified. Before giving parents any information, the matter will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless otherwise agreed. Payment schedules for other professional services will be agreed upon when they are requested. If your account has not been paid for more than 90 days and arrangements for payment have not been agreed upon, Biblical Counseling Center may use 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 I release 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. Currently, we do not accept insurance, but if you have a health insurance policy, it will usually provide some coverage for mental health treatment even for partial reimbursement to an out-of-network provider. We cannot guarantee that your insurance company will cover any of the costs of our services provided by our licensed mental health providers or our registered interns. The administrative assistant will provide you with a monthly receipt which you may submit to your insurance company upon request. They may reimburse you for your expenses for counseling services.

We will assist you in whatever way we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of counseling fees at the time of service. It is very important that you find out exactly what mental health services your insurance policy covers. You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator.

You should also be aware that your contract with your health insurance company requires information relevant to the services provided to you. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. 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, we 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. We will provide you with a copy of any report I submit, if you request it.