

Clinical & Forensic Mental Health Services, LLC

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

ASSOCIATES

Ronald Aung-Din, M.D.

Licensed Neurologist Psychiatrist

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CLIENT SERVICES AGREEMENT

(In Compliance with HIPAA)

Welcome to Clinical & Forensic Mental Health Services. This document contains important information about professional services and business policies of Clinical & Forensic Mental Health Services. 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 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 Dr. Morgan 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 attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that he obtain your signature, which you provide on your intake form, acknowledging that he has provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully before your next session. The Office Manager and Dr. Morgan can discuss any questions you have about the procedures at that time. You may revoke this Agreement in writing at any time. That revocation will be binding, unless Dr. Morgan has taken action in reliance on it; if there are obligations imposed on him 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 and the client and the particular problems you are experiencing. There are many different methods Dr. Morgan may use to deal with the problems that you hope to address. Mental health therapy 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 talked about both during your sessions and at home. Therapy 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, therapy has also been shown to have many benefits. Psychotherapy most 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. The first few sessions will involve an evaluation of your needs. By the end of the evaluation, Dr. Morgan will be able to offer you some first impressions of what the 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 Dr. Morgan. 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 his procedures, you should discuss them whenever they arise. If your doubts persist, Dr. Morgan will be happy to help you set up a meeting with another mental health professional for a second opinion.

COUNSELING SESSIONS

Clinical interviews and assessments are typically completed in the first two sessions. During this time, you can decide if Dr. Morgan is the best person to provide the services that you need in order to meet your counseling goals. If therapy is begun, he will usually schedule one 50-minute session per week at a time agreed upon, although some sessions may be longer or more frequent. In such case you will have an opportunity to participate in determining the length and frequency of the sessions. Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation [unless you and Dr. Morgan both agree that you were unable to attend due to circumstances beyond your control].

PROFESSIONAL FEES

Dr. Morgan's fee-schedule for a 50-minute psychotherapy session or forensic mental health interview is \$225. He charges \$125 for 30-minute sessions. Other professional services, such as forensic report writing and reports, telephone conversations longer than 15 minutes, consultations with other professionals with your permission, preparation of records or treatment summaries, and preparation time for court are billable to you. A menu of fees and services for these items are available on the Good Faith Estimate form. If you become involved in legal proceedings, that require Dr. Morgan's participation, you will be expected to pay, in advance, for all his professional time, including preparation and transportation costs, even if he is called to testify by another party. His charge is \$250 per hour for court preparation, traveling and attendance for depositions or any court or legal proceedings. As an Expert Witness his fees are \$375 per hour.

CONTACTING ME

Due to Dr. Morgan's work schedule, he is often not immediately available by telephone. For scheduling appointments and passing information to him you are encouraged to leave a message at 941-729-6600. 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 he is unavailable for an extended time you will be provided with 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, Dr. Morgan 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, advanced consent. Your signature on this Agreement provides consent for those activities, as follows:

- Dr. Morgan may, with your signed consent, consult with medical and mental health professionals, and attorneys about your case. During a consultation, Dr. Morgan makes every effort to avoid revealing your identity. The other professionals are also legally bound to keep the information confidential. Dr. Morgan will note all consultations in your Clinical Record.
- You should be aware that Dr. Morgan practices with other mental health professionals at Clinical & Forensic Mental Health Services, which includes an administrative and clinical staff. Your protected information is shared with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance.
- All 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 Dr. Morgan by an attorney, physician, church, or other religious organization you will be requested to sign an Authorization Form, which permits Dr. Morgan to provide a progress report to them. You may decline granting permission.
- There are some situations where Dr. Morgan is 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. Dr. Morgan cannot provide any information without your (or your legal representative's) written authorization, or a court order, or if he receives a subpoena of which you have been properly notified and you have failed to inform me 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 me to disclose information.
 - 2) If a government agency is requesting information for health oversight activities, within its appropriate legal authority, Dr. Morgan may be required to provide it for them.
 - 3) If a client files a complaint or lawsuit against Dr. Morgan, he may disclose relevant information regarding that client to defend himself.
 - 4) If a client files a worker's compensation claim, and Dr. Morgan provides necessary treatment related to that claim, he 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 Dr. Morgan is legally obligated to take action, which he believes are necessary to attempt to protect others from harm and he may have to reveal some information about a client's treatment. These situations are unusual in our practice.
 - 5) If Dr. Morgan knows, or has 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 he, as a Mandated Reporter, file a report with the Department of Child and Family Services. Once such a report is filed, he may be required to provide additional information.
 - 6) If Dr. Morgan knows or has reasonable cause to suspect that a vulnerable adult has been or is being abused, neglected, or exploited, the law requires that he, as a Mandated Reporter, file a report with the central abuse hotline. Once such a report is filed, he may be required to provide additional information.
 - 7) If Dr. Morgan believes that there is a clear and immediate probability of physical harm to the client, to other individuals, or to society, he 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, he will make every effort to fully discuss it with you before taking any action and he will limit his 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 you discuss any questions or concerns that you may have now or in the future with Dr. Morgan. The laws governing confidentiality can be quite complex, and Dr. Morgan is not an attorney. In situations where specific advice is required, formal legal advice may be needed.
 - 8) Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, Dr. Morgan keeps Protected Health Information about you in two 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, the goals that are set for your treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that Dr. Morgan receives 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 Dr. Morgan believes that access is reasonably likely to cause substantial harm to such other person, you may examine and/or receive a summary 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, he recommends that you initially review them in his presence or have them forwarded to another mental health professional so you can discuss the contents. In most cases he is willing to conduct this review without charge. In most circumstances, Dr. Morgan is allowed to charge a copying fee of \$2.00 per page (and additionally, for postage). He may withhold copies of your records until payment of the copying fees has been made. If Dr. Morgan refuses your request for access to your Clinical Records, he will explain why in writing to you.

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 your record be amended; 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, and our privacy policies and procedures. Dr. Morgan is 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 between 13 and 17 may independently consent to (and control access to the records of) diagnosis and treatment in a crisis situation. Because privacy in therapy 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, Dr. Morgan will provide parents with only general information about the progress of the treatment, and the client's attendance at scheduled sessions. He 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 Dr. Morgan feels that the child is in danger or is a danger to someone else, in which case, he will notify the parents of his concern. Before giving parents any information, he will discuss the matter with the child, if possible, and do his 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 agreed upon otherwise. Payment schedules for other professional services will be agreed to 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, Clinical & Forensic Mental Health Services 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 Dr. Morgan to disclose otherwise confidential information. In most collection situations, the only information released regarding a patient or 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. Dr. Morgan does 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. Being a licensed mental health provider with the State of Florida, Dr. Morgan is an “out of network provider” and cannot guarantee that your insurance company will cover any of the costs of my services to you. Upon request, the Office Manager will provide you with a monthly receipt which you may submit to your insurance company. They may reimburse you for your expenses for my 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 our fees. 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 that Dr. Morgan provide it with information relevant to the services that he provided to you. He is required to provide a clinical diagnosis. Sometimes Dr. Morgan is required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, Dr. Morgan 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, he has 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. Dr. Morgan will provide you with a copy of any report he submits, upon your request.

On July 1, 2022, will begin enforcing the Affordable Care Act (ACA) and certain provisions of Title I (the No Surprises Act) and Title II (Transparency) of Division BB of the Consolidated Appropriations Act, 2021 (the CAA) which requires health care plans, issuers, and providers publicly disclose patient-billing information related to in-network rates and out-of-network allowed amounts and billed charges for plan years beginning on or after January 1, 2022.

The Transparency in Coverage (TiC) Final Rules require plans and issuers to make price comparison information available to participants, beneficiaries, and enrollees through an internet-based self-service tool and in paper form, upon request.¹ This information must be available for plan years (in the individual market, policy years) beginning on or after January 1, 2023, with respect to the 500 items and services identified by the Departments in Table 1 in the preamble to the TiC Final Rules,² and with respect to all covered items and services, for plan or policy years beginning on or after January 1, 2024.³

¹ 26 CFR 54.9815-2715A2(b); 29 CFR 2590.715-2715A2(b); and 45 CFR 147.211(b).

² 85 FR 72158; 72182 (Nov. 12, 2020).

³ 26 CFR 54.9815-2715A2(c)(1); 29 CFR 2590.715-2715A2(c)(1); and 45 CFR 147.211(c)(1).

Internal Revenue Code (Code) section 9819, Employee Retirement Income Security Act (ERISA) section 719, and Public Health Service (PHS) Act section 2799A-4, as added by section 114 of division BB of the CAA, require plans and issuers to offer price comparison guidance by telephone and make available on the plan's or issuer's website a "price comparison tool" that (to the extent practicable) allows an individual enrolled under such plan or coverage, with respect to such plan year, such geographic region, and participating providers with respect to such plan or coverage, to compare the amount of cost-sharing that the individual would be responsible for paying under such plan or coverage with respect to the furnishing of a specific item or service by any such provider. This requirement is applicable with respect to plan years (in the individual market, policy years) beginning on or after January 1, 2022.

Code section 9816(e), ERISA section 716(e), and PHS Act section 2799A-1(e), as added by section 107 of division BB of the CAA, require plans and issuers to include in clear writing, on any physical or electronic plan or insurance identification (ID) card issued to participants, beneficiaries, or enrollees, any applicable deductibles, any applicable out-of-pocket maximum limitations, and a telephone number and website address for individuals to seek consumer assistance. These provisions apply with respect to plan years (in the individual market, policy years) beginning on or after January 1, 2022.

PHS Act section 2799B-6, as added by section 112 of division BB of the CAA, requires providers and facilities, upon an individual's scheduling of items or services, or upon request, to inquire if the individual is enrolled in a health plan or health insurance coverage, and to provide a notification of the good faith estimate of the expected charges for furnishing the scheduled item or service and any items or services reasonably expected to be provided in conjunction with those items and services, including those provided by another provider or facility, with the expected billing and diagnostic codes for these items and services. If the individual is enrolled in a health plan or coverage (and is seeking to have a claim for the item or service submitted to the plan or coverage), the provider must provide this notification to the individual's plan or coverage. In the case that the individual is not enrolled in a health plan or coverage or does not seek to have a claim for the item or service submitted to the plan or coverage, the provider must provide this notification to the individual. These provisions apply with respect to plan years (in the individual market, policy years) beginning on or after January 1, 2022.

If you have any questions regarding this Client Service (HIPAA) Agreement, please contact the office or speak with Dr. Morgan.