

Richmond Creative Counseling, LLC
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(804) 592-6311

Client Services Agreement

Welcome to Richmond Creative Counseling (RCC). This document (the "Agreement") 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 client rights, and Virginia Code § 32.1-127.1:03, a state law that regulates disclosure of medical records, with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations.

Psychotherapy and Psychiatric Services

Psychotherapy and Psychiatry are not easily described in general statements. They vary depending on the personalities of the provider and client, and the particular problems you are experiencing. There are many different methods your therapist or psychiatric provider may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things you and your therapist talk about both during your sessions and in between sessions. While Psychiatric appointments do not typically involve the same level of detail and frequency that therapy sessions include, you and your Psychiatric provider will also be addressing issues that will require an active effort on your part.

Psychotherapy and Psychiatry 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 often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. When therapy works, it will help you to be the chairperson of your own life. But there are no guarantees of what you will experience. Psychiatry often involves the use of medication to assist in managing some of the symptoms and challenges that you may be experiencing. Medication is one of many tools that may help alleviate symptoms, allowing the work of therapy to be more effective. There are times in which your Psychiatric provider may feel that medication may not be appropriate or useful for your particular issue. Medication that is prescribed to you may involve side effects and certain medical risks that will be discussed and reviewed with you if/when your Psychiatric provider prescribes it. There are no guarantees that your Psychiatric provider can make as to the results of the psychiatric evaluation or treatment.

Your first few psychotherapy and/or psychiatric sessions will involve an evaluation of your needs. By the end of the evaluation, your therapist or psychiatric provider will be able to offer you some initial impressions of what your work together might involve if you decide to continue. You should evaluate this information along with your own opinions of whether you feel comfortable working with your provider. Therapy and psychiatric services may involve a large commitment of time, money, and energy, so you should be very careful about the provider you select. If you have questions about your provider's procedures or anything else that happens in your sessions, please discuss them with your provider whenever they arise. It is especially important for you to raise any negative feelings you may develop about your provider or your provider's work with you. If you and your provider are unable to work through these negative feelings to your satisfaction, RCC will be glad to provide you with names of other providers who could see you for a second opinion or to whom you could transfer. You could also seek a referral on your own. If the therapeutic relationship no longer feels productive for either you or the provider, it is the right of either of you to terminate services.

Appointments

Therapists and Psychiatric providers normally conduct an evaluation that will last from 1 to 3 sessions. During this time, you and your provider can both decide if he/she is a good person to provide the services you need in order to meet your wellness goals. Therapists usually schedule one 45 to 60 minute therapy session weekly or biweekly at a time mutually agreed upon, although some sessions may be longer or more or less frequent. Psychiatric providers usually schedule an initial Psychiatric Evaluation that lasts for 30-60 minutes, followed by monthly medication management appointments that last 5-30 minutes each. Once you appear to be stabilized and responding well to your medications, your follow-up appointments may be scheduled every 3 months, depending on need/appropriateness.

RCC charges for cancellations of less than 24 hours notice and for no-shows (see Billing/Payment section below). If you elect to use insurance, it is important to note that insurance companies do not provide reimbursement for canceled sessions, so you will be expected to pay the entire fee, not just the coinsurance amount you might normally pay. If you have Medicaid, we are unable to

charge you for missed appointments. We may, however, terminate ongoing services if you no show more than once and/or late cancel 3 or more appointments. If you have a recurring appointment and no-show, we will cancel all recurring appointments. You may call to get back on the schedule, but may have to schedule week to week.

Professional Fees

Our professional hourly therapy fee is based on a 45-60-minute in-person appointment. Our professional psychiatric fee is prorated at the provider's hourly rate. Some appointments may last longer than 60 minutes, such as the initial intake evaluation and more intensive sessions that are agreed upon in advance. In addition, we charge an hourly fee for other professional services you may need, though we will break down the hourly cost if we work for periods of less than one hour. Examples of other services might include report writing, telephone conversations lasting longer than 10 minutes (after 10 minutes, your provider may charge on a prorated basis beginning at the start of the call), preparation of records or treatment summaries, and the time spent performing any other service you may request of your provider. Insurance companies do not provide reimbursement for most services provided outside of the face-to-face session and it is therefore your responsibility to cover those charges. If you become involved in legal proceedings that require your provider's participation, you will be expected to pay for all of his/her professional time, including preparation and transportation costs, even if he/she is called to testify by another party. Because of the difficulty of legal involvement, our therapists charge \$300 per hour for all court-related matters, while our Psychiatric NP charges \$430 per hour, including preparation and travel. The legal and ethical guidelines for therapists and psychiatric providers indicate that a court order is required for a provider to testify and/or release records about you to the court. A subpoena alone is not sufficient and your provider may refuse to appear in court with only a subpoena. RCC will provide you with our separate court policy. While your provider may choose to make individual exceptions in terms of providing court reports and testimony, RCC is firm in implementing our court policy due to the time and liability involved in such proceedings.

Contacting Your Provider

Due to our schedules, we are often not immediately available by telephone. The main RCC phone number (804-592-6311) is answered by either a receptionist or a confidential voice message that is monitored frequently throughout the business day/hours. We are not a crisis service, however, and your provider will review crisis hotlines available to you. When leaving an urgent message, please speak clearly and give numbers slowly and twice, since we may not have any way to look up your number. If you have an urgent need, please make this very clear in your message. Please know that there may be a delay in receiving your call request. If you are unable to reach your provider and feel that you can't wait for a return call, please contact your family physician or the nearest emergency room or mental health crisis center. If your provider will be unavailable for an extended time, he/she will provide you with the name of a therapist or colleague to contact, if necessary. For Psychiatric services, your psychiatric provider will return all messages related to medication, side effects, refill requests or other non-emergency issues within a 72 business-hour time frame. If you are having a serious side effect that you feel is life threatening, please contact 911 or the nearest emergency room immediately.

Limits on Confidentiality

The law protects the privacy of all communications between you and your provider. In most situations, RCC will only release information about your treatment to others if you sign a written Authorization Form for each release. Our release forms meet 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. Your provider may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of our clients. The other professionals are also legally bound to keep the information confidential. If you don't object, your provider will not tell you about these consultations unless he/she feels that it is important to your work together. Your provider will note any consultations in your Client Record (which is called "PHI" in our Notice of Privacy Practices).
- II. Disclosures required by health insurers are discussed elsewhere in this Agreement.
- III. If a client threatens to harm himself/herself, RCC may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection. There are some situations where your provider is permitted or required to disclose information without either your consent or authorization. Your psychiatric provider will review with you the laws and obligations surrounding the disclosure of certain prescription drug information to other medical providers.
- IV. If you are involved in a court proceeding and a request is made for information concerning our professional services, we will not provide any information without your written authorization, unless we are ordered to do so by a court. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order RCC to disclose information.

- V. If a government agency is requesting the information for health oversight activities, RCC may be required to provide it for the agency.
- VI. If a client files a complaint or lawsuit against any of our providers, we may disclose relevant information regarding that client in order to defend ourselves.
- VII. If a client files a worker's compensation claim, and RCC is providing treatment related to the claim, we must, upon appropriate request, furnish copies of all therapy reports and bills.

There are some situations in which your provider is legally obligated to take actions which he/she believes are necessary to attempt to protect others from harm, and RCC may have to reveal some information about a client's treatment. These situations are very unusual in our practice.

- If we have reason to believe that a child has been abused, the law requires that we file a report with the appropriate governmental agency, usually the Department of Social Services. Once such a report is filed, we may be required to provide additional information.
- If we have reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, we must report to an agency designated by the Department of Social Services. Once such a report is filed, we may be required to provide additional information.
- If we determine that a client presents a serious danger of violence to another, we may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police, and/or seeking hospitalization for 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 our 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 your provider. 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

The laws and standards of our profession require that we keep Protected Health Information about you in your Client Record. You may examine and/or receive a copy of your Clinical Record, if you request it in writing, with the following unusual exceptions. The exceptions would involve danger to yourself or others. An example would include reference to another person when we believe that your accessing your Clinical Record is reasonably likely to cause substantial harm to that other person. Another example would be when information has been supplied to RCC confidentially by others. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review your treatment records in your provider's presence, or have them forwarded to another mental health professional so you can discuss the contents. If we need to refuse your request for access to your records, you have a right of review (except for information provided to us confidentially by others), which we will discuss with you upon request.

In addition, your therapist may also keep a set of Psychotherapy Notes on your case. These notes are for your therapist's own use and are designed to assist him/her in providing you with the best psychotherapy and counseling. While the contents of Psychotherapy Notes vary from client to client, they generally consist of notes to ourselves about our work that would not be very meaningful to others. They may also contain particularly sensitive information that you or others reveal to us that is not required to be included in your Client Record. These Psychotherapy Notes are kept separate from your Client Record. Psychotherapy Notes regarding you are not available to you and cannot be sent to anyone else, with the possible exception of a court order. We have never been asked to release copies of Psychotherapy Notes, and in virtually all cases, would refuse to do so unless mandated by law, so this information remains highly protected and confidential. Insurance companies cannot require you to authorize us to release Psychotherapy Notes 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 with regard to your Client Record and disclosures of protected health information. These rights include requesting that your provider amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and RCC privacy policies and procedures. We are willing to discuss any of these rights with you.

Minors & Parents

Clients under 18 years of age who are not emancipated (and their parents) should be aware that the law allows parents to examine their child's treatment records unless the provider believes that doing so would endanger the child or we agree otherwise. Because privacy in therapy, specifically, is often crucial to successful progress, particularly with teenagers, it is our policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, the therapist will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. Any other communication will require the child's Authorization, unless the therapist feels that the child is in danger or is a danger to someone else, in which case, we will notify the parents of the concern. Before giving parents any information, the therapist will discuss the matter with the child, if possible, and do his/her best to handle any objections he/she may have.

For clients under the age of 18 seeking psychiatric services, it is imperative that the Legal Guardian is available (preferably in person, but at minimum by phone) during the appointment time in order to provide consent for beginning new medications if any are prescribed.

Billing & Payments

You will be expected to pay for each appointment at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. We request that all individuals maintain a credit card on file in the event of an unforeseen balance developing. Because we never wish to take our clients to small claims court or turn their accounts over to collections agencies, we work to prevent balances by requiring a credit card on file. You will be notified before the card is charged in the event that a balance has developed due to insurance not covering your services and you have the option of making alternative payment arrangements if this happens. In the event of a missed appointment (late cancelation or no-show), your card will be charged at the time of the missed appointment. This policy also helps protect your provider from the unfortunate experience of not being paid for their time and expertise in providing services to you. It is our policy that any patient balances must be paid at the time of services or you will be required to reschedule your appointment when the balance has been paid, barring a clinical crisis. This may mean not being seen at the time of your appointment if you have not made your payment and will result in a late cancelation fee since your provider has set aside that appointment time only for you. True emergency situations will be evaluated on a case-by-case basis, as we do understand that emergencies can arise.

We charge the full session fee if you miss an appointment without giving notice. This is the amount that is billed to insurance if you are using your insurance. In the event of missed appointments, insurance cannot be billed. In the case of therapists, this amount is \$120. For our Psychiatric Nurse Practitioner, this would be \$330 for an hour; \$165 for 30 minutes; and \$110 for 20 minutes. If you cancel your appointment with less than 24 hours notice, then we charge half of the session fee that you would have been paying or that would have been billed to your insurance. In the event that we must utilize a collections agency or law firm to obtain the balance owed to us, you will be responsible for all collections and attorney's fees.

If you are a Medicaid beneficiary, we are prevented as participating providers from billing for a missed appointment. However, we retain the right to terminate our patient relationship with you for one no show and three, or more, late-cancelled appointments.

Considerations Regarding Third Party Payment (Insurance Reimbursement)

Some of our Clients elect to use their insurance to help pay for our time together. If you decide to involve your insurance company in your services, RCC will fill out forms and provide you with whatever assistance 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. But, before deciding to use your insurance coverage, please read the following four paragraphs very carefully so you will know how filing for insurance may affect you.

Filing for third party reimbursement requires that your services, or "treatment," be certified as "medically necessary." This requires your therapist and psychiatric provider to provide the insurance company with a diagnosis to justify your treatment. It is our understanding that you will have this diagnosis attached to your insurance records for a number of years to come. It is also our understanding that this diagnosis, and possibly other personal information about you and your therapy/psychiatric services, will be kept in shared insurance computers for some period of time. The diagnosis may lead to your being uninsurable for underwritten insurance (e.g., disability, life, health, etc.) for a number of years.

If your insurance is a managed care policy, as most insurance policies are today, we may be required to send the insurance company much personal information about you in addition to the mental health diagnosis. We may also be required to write frequent reviews releasing more personal information with each review. RCC cannot guarantee that this information will be treated confidentially once it is released and out of our hands. Also, managed care policies usually limit the frequency of psychotherapy appointments and the total number of sessions they consider necessary to treat your diagnosis. Some prescription drug plans will not cover certain medications and may require that generic prescriptions drugs be attempted first. Your psychiatric provider will do her best to navigate this process with you and assist in finding the most suitable prescription drug that is covered by your policy, but cannot make any guarantees that your policy will ultimately cover the drug.

As noted earlier, insurance companies will not pay for missed appointments, whether no-shows or late cancellations. You are responsible for paying for the reserved time. Your appointments are set aside exclusively for you and if/when you do not show up, that time still belongs to you.

By signing this Agreement, you agree that RCC can provide requested information to your carrier, should you decide to involve your insurance company in your services. Remember, you have the right to pay privately for your psychotherapy and psychiatric services and leave this third party out of your confidential relationship with your provider.

Notice of Privacy Practices

HIPAA requires that we give you the following Notice of Privacy Practices, which reads as a legal document. Most of the points were covered in “softer” ways in the Client Services Agreement, above, but please read both parts. After you read the entire document, we will ask you to sign a form showing that you agree to abide by the Client Services Agreement and the Notice of Privacy Practices.

Notice of Privacy Practices

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Notice of Policies and Practices to Protect the Privacy of Your Health Information

This notice describes how clinical and medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

VIII. Uses and Disclosures for Treatment, Payment, and Health Care Operations

Richmond Creative Counseling (RCC) may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions:

“**PHI**” refers to information in your health record that could identify you.

“**Treatment, Payment and Health Care Operations**”

Treatment is when your provider provides, coordinates or manages your health care and other services related to your health care. An example of treatment would be when your therapist or psychiatric provider consults with another health care provider, such as your family physician or another psychotherapist.

Payment is when your provider obtains reimbursement for your healthcare. Examples of payment are when your provider discloses your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.

Health Care Operations are activities that relate to the performance and operation of RCC’s practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.

“**Use**” applies only to activities within RCC’s office such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.

“**Disclosure**” applies to activities outside of RCC’s office, such as releasing, transferring, or providing access to information about you to other parties.

IX. Uses and Disclosures Requiring Authorization

RCC may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. An “authorization” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when your provider is asked for information for purposes outside of treatment, payment or health care operations, your provider will obtain an authorization from you before releasing this information. As a general rule, RCC does not release therapists’ personal Psychotherapy Notes. “**Psychotherapy Notes**” are notes your therapist has made about your conversation during a private, group, couple’s, or family counseling session, which your therapist has kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke the authorization for release of your PHI at any time, provided the revocation is in writing. You may not revoke an

authorization to the extent that (1) your therapist has relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

X. Uses and Disclosures with Neither Consent nor Authorization

RCC may use or disclose PHI without your consent or authorization in the following circumstances:

Child Abuse – If your provider has reasonable cause to believe that a child has been abused, he/she must report that belief to the appropriate authority.

Adult and Domestic Abuse – If your provider has reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, he/she must report that belief to the appropriate authority.

Health Oversight Activities – If your provider is the subject of an inquiry by his/her licensing board, he/she may be required to disclose protected health information regarding you in proceedings before the Board. Your RCC provider will attempt to inform you and explain what has to be revealed.

Judicial and Administrative Proceedings – If you are involved in a court proceeding and a request is made about the professional services RCC provided you or the records thereof, such information is privileged under state law, and RCC will not release information without your written consent or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.

Serious Threat to Health or Safety – If your RCC provider determines, or pursuant to the standards of his/her profession should determine, that you present a serious danger of violence to yourself or another, your provider may disclose information in order to provide protection against such danger for you or the intended victim.

Worker's Compensation – We may disclose protected health information regarding you as authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

XI. Your Rights and Our Duties

Your Rights:

Right to Request Restrictions – You have the right to request restrictions on certain uses and disclosures of protected health information. However, RCC is not required to agree to a restriction you request.

Right to Receive Confidential Communications by Alternative Means and at Alternative Locations – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing a provider at RCC. On your request, RCC will not leave messages for you on your home answering machine, as long as your provider has an alternative way of contacting you.)

Right to Inspect and Copy – You have the right to inspect or obtain a copy (or both) of PHI in our mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. RCC may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, RCC will discuss with you the details of the request and denial process.

Right to Amend – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. RCC may deny your request. On your request, your provider will discuss with you the details of the amendment process.

Right to an Accounting – You generally have the right to receive an accounting of disclosures of PHI. On your request, RCC will discuss with you the details of the accounting process.

Right to a Paper Copy – You have the right to obtain a paper copy of the notice from RCC upon request, even if you have agreed to receive the notice electronically.

RCC Therapist and Psychiatric Provider Duties:

RCC providers are required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.

RCC reserves the right to change the privacy policies and practices described in this notice. Unless RCC notifies you of such changes, however, RCC is required to abide by the terms currently in effect.

If RCC revises our policies and procedures, we will discuss these changes with you during a session.

XII. Complaints

If you are concerned that your provider has violated your privacy rights, or you disagree with a decision made about access to your records, you may contact Carrie J. Walker, LPC, RPT-S, CTP at (804) 592-6311. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. Your provider can provide you with the appropriate address upon request.

XIII. Effective Date, Restrictions, and Changes to Privacy Policy

This notice will go into effect on 11/26/12. It was revised on 4/4/16, 11/28/16, 12/28/17, and 12/10/18.

RCC reserves the right to change the terms of this Notice and to make the new Notice provisions effective for all PHI that we maintain. If this should occur, we will provide you a written copy of the revised notice.