



## **CLIENT SERVICES AGREEMENT**

Welcome to The Mindset Counseling Group. **Although our intake documents are long and sometimes complex, it is very important that you read them carefully before our session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us.** 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 patient/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 we provide you with a Notice of Privacy Practices (the Notice) 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 we obtain your signature acknowledging that we have provided you with this information.** You may revoke this Agreement in writing at any time. That revocation will be binding on us unless your account has an outstanding balance which requires us to process or substantiate claims made to your health insurance per the obligations set forth by your policy; or if you have not satisfied any financial obligations you have incurred.

## **PSYCHOLOGICAL SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the training and expertise of your provider, the personalities of both you and your therapist, and the particular problems you are experiencing. There are many different methods we 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 we talk about both during our sessions and in between sessions.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, it has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, because different people can have the same or very similar symptoms but may deal with those symptoms very differently there are no guarantees of what you will experience or any particular outcomes you will have.

Our first few sessions will usually involve an evaluation of your challenges, needs and what you hope to improve in your life by coming to therapy. Based on that evaluation, we will offer you some first impressions of what our work will likely include and, if you decide to continue with therapy, we will work together with you to form a treatment plan to follow. You should evaluate this information along with your own opinions of whether you feel comfortable working with us. If you have questions about any aspects of the process or types of therapy techniques used, we would hope to discuss those questions whenever they arise. If you have any doubts that persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

## **OUTCOME-BASED MEASUREMENT**

As part of our ongoing efforts to improve outcomes for our clients, The Mindset Counseling Group has partnered with and uses a mental health assessment platform called Blueprint. This service will allow your clinician to have a better sense of how you're doing in between sessions, as well as enable both you and them to track your therapeutic progress over time with the goal of increasing the success of your counseling work. The way this works is through a secure and HIPAA compliant app for your computer/mobile device, that uses



simple assessments taken securely on your phone and provides automated reminders each time an activity or assessment is due. Importantly, you may receive a text message and/or email on the day of your next scheduled appointment at The Mindset Counseling Group with a link to complete your first assessment. Please complete this initial assessment for your provider to review. You and/or your counselor may opt-out of taking any assessments through this Blueprint platform if you choose. Depending on your insurance coverage, there may be a charge associated with the assessment, as would be the case with any similar psychological assessment and review. If you have any questions about Blueprint, don't hesitate to reach out to us.

## **APPOINTMENTS**

*Therapy:* We normally conduct an evaluation that lasts from 2 to 4 sessions. If psychotherapy is begun, we will usually schedule one 45 – 50 minute session weekly or biweekly at a time we agree on; although some sessions may be longer or more or less frequent.

*Medication Management:* A psychiatric/medication evaluation and further treatment may be conducted by a Certified Psychiatric Nurse Practitioner. These services may include diagnostic evaluation, medication management, taking of vital signs, lab review, and verbal discussion. Although these services often reduce challenging symptoms, there is no guarantee that these services will improve your mental health. Appointments may take up to 90 minutes for the initial interview and 25 minutes for medication management follow-up appointments, though appointment times may vary. Please understand that the Nurse Practitioners may not have immediate availability, so it is important that as a client you contact the office for appointments and medication refills in a timely manner. You also understand that by seeking treatment services with one of our Nurse Practitioners, you are authorizing the Nurse Practitioner to recommend and, in collaboration with you, administer treatment deemed necessary for your care. It is your responsibility to follow the directions on your prescription(s) as spelled out by your prescribing medication provider.

*Other Services:* The Mindset Counseling Group provides a variety of additional supports including Intensive and Extended Outpatient substance use Programs (IOP/EOP), psychological testing, Medication Assisted Treatment (MAT), Transcranial Magnetic Stimulation (TMS), and Spravato (esketamine) treatment – all of which have different appointment lengths and frequencies. You and your provider will review and develop an individual treatment plan that's right for you.

**Once an appointment is scheduled, you will be expected to pay for it unless you provide at least 24 hours advance notice of cancellation, unless we both agree that you were unable to attend due to circumstances beyond your control. It is important to note that insurance companies do not provide reimbursement for canceled sessions - our Cancellation Fee is noted in the Professional Fee section below.**

## ***DO NOT RELY ON REMINDERS FOR YOUR APPOINTMENTS***

### **CONTACTING US**

Due to the high volume of calls our support staff receives for our various services, and all of our work schedules, we are often not immediately available by telephone. If you leave a voicemail please leave your preferred phone number and inform us of some times when you will be available - we will make every effort to return your call in a timely manner (although 24-48 hours can sometimes be expected). Of course, if weekends and holidays are involved, that time will likely be extended.

**Our offices are generally open from 8am-5pm, Monday through Friday, excluding holidays.**

**Central Texas      Number:      (254) 987-5150**



Website: [www.mindsetcounselingtx.com](http://www.mindsetcounselingtx.com)

**In an emergency please dial 911 or contact your local hospital or law enforcement agency.**

## PROFESSIONAL FEES

Your health insurance *may* cover all or part of the fees and we will work with you to facilitate the exchange of information with your insurance company for payment. **However, you are ultimately responsible for all fees incurred.** You should contact your health insurance company or consult with your provider for additional information. **Each client is responsible for payment for services rendered the day of the appointment. In circumstances of extreme financial hardship, we may be willing to negotiate a fee adjustment or installment payment plan.**

MCG provides a variety of services, and the following rates provide a guide to the most common session types and charges, though your individual treatment plan may include other types of appointments at different rates as well. A full listing of services and rates is available upon request. Please consult your provider or our administrative staff with any questions. As part of our compliance with the No Surprises Act, if you are being seen by MCG as a self-pay or out of network client, your provider will share with you an outline of expected sessions and fees.

**Remember your insurance may cover 100% of the fees - your out-of-pocket cost may be as little as \$0. However, your insurer may only cover part or none of the fee for services, and it is your responsibility to understand your plan's benefits, deductibles, copays, and other details.**

Type of Service	Professional Fees at MCG
<b>Initial Appointment</b>	<b>\$175</b>
<b>30 Minute Psychotherapy Session</b>	<b>\$100</b>
<b>45 Minute Psychotherapy Session</b>	<b>\$125</b>
<b>60 Minute Psychotherapy Session</b>	<b>\$150</b>

### Most Insurance Companies Do NOT cover the Following Services/Charges

Type of Service	Professional Fees at MCG
<b>School Staffing Attendance</b>	<b>\$50</b>
<b>Late (less than 24 hour) notice to Cancel or No-Show</b>	<b>\$50</b>



We also charge for **other professional services you may need**, including a variety of supports attached to an individual appointment – and we will break down the cost if such services are appropriate.

These **Other services** could include:

- *report writing,*
- *telephone conversations lasting longer than 5 minutes,*
- *consulting with other professionals with your permission,*
- *preparation of records or treatment summaries,*
- *and the time spent performing any other service you may request of your psychotherapist or nurse practitioner, among others.*

***\*If you become involved in legal proceedings that require our participation, you will be expected to pay for all of our professional time, including preparation and transportation costs and time, even if we are called to testify by another party.***

## **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. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. We will fill out forms and provide you with whatever assistance we can in helping you receive the benefits outlined by your insurance plan 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, because we would prefer that you don't have any unexpected surprises. YOU, (NOT your insurance company), are responsible for full payment of our fees. This could include deductibles, co-pays, co-insurance, and any completely non-covered services.**

Due to the rising costs of healthcare, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. “Managed Health Care” plans such as HMOs and PPOs often require pre-authorization *before* they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some clients may need more services after insurance benefits are depleted for the plan year end. Some managed-care plans will not allow us to provide services to you once your benefit limits are reached or end. If this were ever the case, we would do our best to either work out an appropriate fee arrangement for you or find another provider who would help you continue your psychotherapy.

You should also be aware that your contract with your health insurance company requires that you authorize us to provide them with information relevant to the services that we provide to you. If you are seeking reimbursement for services under your health insurance policy, you will be required to sign an authorization form that allows us to provide such information—including dates of service, our billed fee for those services. We are also required to provide a clinical diagnosis. Occasionally, we will be requested to provide additional clinical information such as treatment plans or summaries, or access copies of your entire Clinical Record, if, for example, an audit is being done. This may require an additional authorization. If you refuse such authorization, the insurance company can deny your claims and you will be 100% responsible for paying for the full cost of those services yourself. 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 we submit, if you request it.

Once we have information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for our services yourself, i.e., “out-of-pocket,” waiving the use of your insurance plan, to avoid the problems described above.

### **LIMITS ON CONFIDENTIALITY**

We may occasionally find it helpful to consult other health and mental health professionals in this practice about a case. During a consultation, we make every effort to avoid revealing the identity of the client. The other professionals are also legally bound to keep the information confidential. If you don’t object, we will not tell you about these consultations unless we believe that it is important to our work together. We will note all consultations in your Clinical Record which is called “PHI” (Protected Health Information), and we are legally bound to follow all regulations imposed by 45 CFR HIPAA, 42 CFR Part 2 Confidentiality of Substance Use Disorder Patient Records and/or Iowa Law. The attached “Notice of Policies and Practices to Protect the Privacy of Your Health Information” is yours to keep. You may also have a copy of this document if you request it.

The law protects the privacy of all communications between a client and a healthcare provider. 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 and/or Iowa law. **However, in the following situations, no authorization is required:**

- You should be aware that we practice with other mental health professionals and that we employ administrative staff. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, quality assurance, and transcription of reports. 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 your written permission as well as the permission of a professionally licensed staff member.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a client threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.
- If you are involved in a court proceeding and a request is made for information concerning the professional services we provided, such information is protected by the therapist-patient privilege law. We cannot provide any information without your written authorization, or a court order signed by a judge. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information.

- If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If a client files a complaint or lawsuit against us, we may disclose relevant information regarding that client in order to establish any necessary legal defense, except when limited by federal or state confidentiality laws.
- If a client files a worker's compensation claim, we must, upon appropriate request, provide any information concerning the employee's physical or mental condition relative to the claim as required by law. There are some situations in which we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a patient's treatment. These situations are unusual in our practice.
- If we have reasonable cause to believe that a child we have provided professional services to has been abused or if we suspect that a dependent adult has been abused, the law requires that we file a report with the appropriate government agency, usually the Department of Human Services. Once such a report is filed, we may be required to provide additional information.
- If a client communicates an imminent threat of serious physical harm to an identifiable victim, we may be required to disclose information in order to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. This is our required "Duty to Warn/Protect."
- If a client communicates an imminent threat of serious physical harm to him/herself, we may be required to disclose information in order to take protective actions. These actions may include initiating hospitalization or contacting family members or others who can assist in providing protection. This is also our required "Duty to Warn/Protect."

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 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.

## **NON-RECORDING AGREEMENT**

Successful therapy and other mental health services depend on building a relationship of trust, good faith, and openness between client(s) and therapist(s). Audio or video recording can inhibit candor and introspection in therapy. Covert recording is a direct violation of trust and good faith to all persons in the room. In addition, recordings made and taken home by clients sometimes fall into unintended hands through loss, random, targeted



theft, action by police, or court and governmental agencies. Such loss could compromise or nullify your legal expectation of confidentiality in the extremely sensitive, personal, or interpersonal matters that may have been discussed. Factors like these undermine the therapeutic process and the building of trust between the client(s) and the therapist(s). There are times, however, when recording of sessions may be useful such as for training purposes of the therapist(s) or for certain psychological test instruments. Under these specific circumstances recording of sessions may be discussed. For all of these reasons Central Iowa Psychological Services maintains a strict policy on recording.

1. Recording may only take place with the knowledge and explicit consent of ALL (not just one) clients, therapists, and other persons present during a session or other interaction, whether face-to-face, audio, or video.
2. Consent for any session recording must take the form of dated written signatures from all persons on a paper form available for that purpose.

### **EMAILING/FAXING**

You should also be aware that neither emailing nor faxing information to us is secure or confidential and your information could be read by others. Your signing this document indicates that you know this and accept this limitation of confidentiality should you decide to either fax or email us. If we return an email to you about routine, non-clinical, or clinical information we will reply to your email in an encrypted format. Your signature at the end of this document indicates that you understand and accept this limit to confidentiality.

### **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, we keep Protected Health Information (PHI) about you in our professional records. The Clinical Record 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 we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that we receive 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. Except in unusual circumstances that involve danger to yourself and others or makes reference to another person (unless such other person is a health care provider) and we believe that access is reasonably likely to cause substantial harm to such other person (or where information has been supplied to us by others confidentially), 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 our presence or have them forwarded to another mental health professional so you can discuss the contents. The exceptions to this policy are contained in the attached Notice Form. If we refuse your request for access to your Clinical Records, you have a right of review (except for information supplied to us confidentially by others), which we will discuss with you upon request. If your request for a copy of all or part of your record is granted by your provider, we reserve the right to charge up to \$1 per copied page.

### **PATIENT RIGHTS**





HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that we amend 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, the attached Notice form, and our privacy policies and procedures. We will be happy to discuss any of these rights with you at your request, at any time.

### **MINORS & PARENTS**

Clients under 18 years of age (who are not emancipated) and their parents should be aware that the law may allow both parents to examine their child's treatment records; **however, all Substance Use Patient Records will only be released in adherence to 42 CFR Part 2, which only allows for disclosure with a valid release of information.** Because privacy in psychotherapy 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, we will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. We will also provide parents with a summary of your treatment when it is complete. Any other communication will require the minor client's Authorization, unless we feel that they are in danger or a danger to someone else, in which case, we will notify the client's parents of our concern. Before giving parents any information, we will discuss the matter with the minor client, if possible, and do our best to handle any objections the minor client may have. If, however, in the psychotherapist's opinion the minor client is engaged in circumstances that pose a serious threat to health or safety, the parents of the minor client will be notified so that action can be taken to help keep the minor safe during the course of the psychotherapy.

**Your signature below indicates that you have read the information in this document, voluntarily consent to evaluation and/or treatment, and agree to abide by this document's terms during our professional relationship. Your signature below also serves as an acknowledgement that you have received a copy of The Mindset Counseling Group's HIPAA Notice of Privacy Practices form (which should be given to you with this document). That notice is yours to keep.**

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Signature of Client/Guardian/Representative

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Date Signed