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## SUBSTANCE ABUSE PROFESSIONAL-CLIENT SERVICES AGREEMENT

Welcome to my practice. My practice consists of myself and I am the sole proprietor of this practice. This document contains important information about my professional services and business policies. It also contains summary information about Federal Law 42 CFR Part 2 and the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new patient 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 I 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 I obtain your signature acknowledging that I have provided you with this information. In addition, federal (42 CFR Part 2) and state laws require that I provide you with information specific to the confidentiality of records regarding substance abuse. 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 at that time. When you sign this document, it will also represent an agreement between us. 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.

### SUBSTANCE ABUSE SERVICES

Individual or couples substance abuse services are not easily described in general statements. It varies depending on the personalities of the substance abuse professional and client, and the particular problems you are experiencing. There are many different methods I 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 at home.

Substance abuse treatment 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, treatment has also been shown to have many benefits. Therapy often leads to recovery, 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 treatment. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a commitment of time, money, and energy, so you should be very careful about the professional you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health/substance abuse professional for a second opinion.

### MEETINGS

I normally conduct an initial evaluation that will last from 1 to 2 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If treatment is started, I will usually schedule one 45 minute session (one appointment hour of 45 minutes duration) every 2 weeks at a time we agree on. **Once an appointment hour is scheduled, you will be expected to pay for it 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. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.**

## **PROFESSIONAL FEES**

My hourly fee is \$175.00 for the initial evaluation hour, \$180.00 for EMDR (90 minute sessions) \$140.00 for a regular 60 minute subsequent visit and \$120.00 for 45 minutes. In addition to therapy appointments, I charge this amount for some other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. 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 the time spent performing other services you may request of me. If you become involved with probation, I will provide very general monthly reports on our progress (you will receive copies each month) at no additional charge to you. However, if you request my presence in court, you will be expected to pay for all of my professional time, including preparation and transportation costs. Because of the difficulty of legal involvement, I charge \$250.00 per hour for preparation and attendance at any legal proceeding.

## **CONTACTING ME**

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, my telephone is answered by voice mail. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me during a crisis and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the mental health professional on call. If I will be unavailable for an extended time, I will provide you with an emergency contact to provide service for you if needed.

## **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a mental health professional. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by Federal law 42 CFR Part 2, HIPAA and/or Indiana law. However, in the following situations, no authorization is required:

1. I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Mental Health Professional's policies and Practices to Protect the Privacy of Your Health Information).
2. I may also have contracts with schools, physicians or other service providers. As required by HIPAA, I have a formal business associate contract with this/these business(es), in which it/they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of these organizations and/or a blank copy of this contract.
3. Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
4. If you are involved in a court proceeding and a request is made for information concerning the professional services I provided to you, such information is protected by the mental health professional-patient privilege law. I cannot provide any information without your (or your legal representative's) written authorization, or court order. 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.

5. If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
6. To a coroner or medical examiner, in the performance of that individual's duties.
7. If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment. These situations are unusual in my practice.

- If I have reason to believe that a child is a victim of child abuse and or neglect, the law requires that I file a report with the appropriate government agency, usually the local child protection service. Once such a report is filed, I may be required to provide additional information.
- If I have reason to believe that someone is an endangered adult, the law requires that I file a report with the appropriate government agency, usually the adult protective services unit. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates an actual threat of physical violence against an identifiable victim, or evidences conduct or makes statements indicating imminent danger that the patient will use physical violence or other means to cause serious personal injury to others, I 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.
- If a patient communicates an imminent threat of serious physical harm to him/herself, I 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.
- I do not practice seclusion and restraint with clients who become out of control. In this instance, I will call 9-1-1 and have the client removed.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my 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 I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

## **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts 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 I 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.

In addition, I also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. They also include information from others provided to me 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.

It is also important for you to understand our efforts at maintaining your confidentiality from first contact through discharge. Information about you is deleted from my note taking database once a week. Billing information is kept elsewhere, on a website that is HIPAA compliant. This means that the database is specifically created for use in mental health/substance abuse practices and is compliant with federal and state confidentiality laws.

## CLIENT RIGHTS

Federal law 42 CFR, Part 2 and 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 I 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 my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, you may contact the Office Manager, 201 West 103<sup>rd</sup> Street, Suite 280, Indianapolis, IN 46290. All complaints should be submitted in writing. To file a complaint with the State of Indiana against me, please call the Indiana Attorney General's Office at 317-232-6330. To file a complaint with the United States Secretary of Health and Human Services, send your complaint to him or her in care of: Office for Civil Rights, U.S. Department of Health and Human Services, 200 Independence Avenue SW, Washington, D.C. 20201. You will not be retaliated against for filing a complaint. All complaints are addressed in an immediate timeline, the only exception being if another client is in imminent danger, thereby forcing me to respond to an emergency situation prior to responding to your complaint. Here is what will occur if you choose to file a grievance against me: At first notice that you are concerned about a violation, I will immediately contact you to discuss the situation. If you and I agree that I did, in fact, violate your rights, I will apologize and the mistake will be noted in your Clinical Record and in the Psychotherapy Notes. If you choose to proceed with filing a complaint with the State of Indiana and/or the federal government, I will be certain that you still have the contact information to file the complaint and I will provide you with the names of three other providers you may contact so that you can continue to receive services. At this time, I will consult with a trusted colleague and the National Association of Social Workers. I may also consult with my attorney.

## MINORS & PARENT

Patients under 18 years of age who are not emancipated and their parents should be aware that Indiana law allows minors to be treated without parental consent. The State of Indiana finds that confidentiality extends to minors as well as adults.

## BILLING AND PAYMENTS

You will be expected to pay for each session 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. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have 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 me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient'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. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance **I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my 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 substance abuse and mental health services. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company.

Due to the rising costs of health care, 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 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 patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I 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, I 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. I will provide you with a copy of any report I submit, if you request it.

Once we have all of the 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 my services yourself to avoid the problems described above (unless prohibited by contract].

**Your signature on the attached sheet indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.**

**INDIANA SUBSTANCE ABUSE PROFESSIONAL CLIENT AGREEMENT**

**YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE RECEIVED/READ THIS AGREEMENT, HAVE ORALLY REVIEWED IT WITH STAFF AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.**

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**NAME**

**DATE**

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**(Print First and Last Name of Person Signing)**