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MENTAL HEALTH PROFESSIONAL-PATIENT SERVICES AGREEMENT

Welcome to my practice. I am the sole proprietor. This document contains important information about my professional services and business policies. It also contains summary information about 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 purposes 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. 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. 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 is 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.

MENTAL HEALTH SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the mental health 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 the most successful, you will have to work on things we talk about during our sessions and at home.

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, psychotherapy 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. 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 therapy. 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 with the therapist 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 professional for a second opinion.

MEETINGS

I normally conduct an initial evaluation that will last from 1 to 3 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 psychotherapy is begun, I will usually schedule one 45-minute session (one appointment hour of minutes duration) per week or every other week at a time we agree on, although some sessions may be longer or more frequent. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. There are times when circumstances occur (such as illness, family emergencies, etc) that are beyond your control and I understand that and will be flexible as much as possible. However, 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, \$180.00 for EMDR sessions, and \$140.00 for subsequent one hour psychotherapy visits. If you prefer, we can do a 45 minute session for \$120.00. In addition to weekly 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 THIS INVOLVES LEGAL TESTIMONY OR WORK WITH THE COURTS, MY HOURLY FEE IS \$250.00 PER HOUR AND INCLUDES CONSULTATION WITH YOUR ATTORNEY, PREPARATION AND TRANSPORTATION COSTS, AND REPORT WRITING, EVEN IF I AM CALLED TO TESTIFY BY ANOTHER PARTY.**

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, my telephone is answered by my voicemail. I will make every effort to return your call on the same day you make it, with the exception of weekends, holidays and vacation time. If you are difficult to reach, please inform me of some times when you will be available. In emergencies, during times when I am unavailable, please leave me a voicemail message and a number you can be reached. Then please contact 9-1-1 or call the Crisis Unit at Community North Hospital at 317-621-5700. 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 HIPAA and/or Indiana Law. However, in the following situations, no authorization is required:

1. I may occasionally find it helpful to consult with other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. 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 the 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 businesses, 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 a 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 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 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 displays conduct or makes statements indicating that imminent danger will come through means of physical violence or some other way as 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.

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 law 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 PHI 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 your life, your diagnosis, the goals we set for treatment, your progress towards those goals, your medical and social history, 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. Except in unusual circumstances that involve danger to your self and others, 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, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so can discuss the contents. In most circumstances, I am allowed to charge a copying fee of \$15.00 per page (and for certain other expenses). If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon request.

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. However, I may be required to provide them to a Court if I receive an order.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of PHI. 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 PHI that you have neither consented to nor authorized; determining the location to which PHI 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 that I have made about access to your records, you may contact me at 7447 Glenview Drive East, Indianapolis, IN 46250. All complaints should be submitted in writing. To file a complaint with the U.S. Secretary of Health and Human Services, send your written complaint to: Office for Civil Rights, US Dept of Health and Human Services, 200 Independence Avenue SW, Washington, D.C. 20201. You will not be retaliated against for filing a complaint.

MINOR & PARENTS

PHI records of minors in the state of Indiana are protected by confidentiality. Because privacy in psychotherapy is crucial for successful progress, it is imperative that parents understand that I will not reveal what their son/daughter tells me in session. However, I am happy to let parents know how things are going in general and if progress is being made. I will also report about attendance, if that is an issue. Any other communication will require minor's Authorization. However, the same exceptions to confidentiality that apply to adult clients also apply to minors, and in addition, I will notify parents if I believe the child is in imminent danger, is threatening someone else, or is involved in an abusive situation. Before notifying the parents, however, I will discuss the matter with the minor, if possible and do my best to handle any objections she/he may have.

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 are requested if they are outside of what is discussed in this document. 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 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 the name of the individual, 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 health insurance coverage, it will usually provide some coverage for your 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 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. 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. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services I provide to you. I am required to provide a clinical diagnosis. Sometimes, I am also required to provide additional clinical information such as treatment plans and 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 be 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 MENTAL HEALTH PROFESSIONAL-PATIENT AGREEMENT

Your signature below indicates that you have received/read this agreement and agree to its terms. Your signature also serves as an acknowledgement that you have received the HIPAA NOTICE form described above.

Name

Date