

Davis Mental Health Counseling Services, LLC

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CLIENT SERVICE AGREEMENT

Welcome to Davis Mental Health Counseling Services, LLC. This document (the Agreement) contains important information about professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), federal law that provides privacy protection and 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 options. HIPAA requires that client's are provided 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. When you sign this document, it will represent an Agreement between you and Davis Mental Health Counseling Services, LLC. You may revoke this Agreement in writing at any time. That revocation will be binding on us unless we have taken action in reliance on the Agreement; if there are obligations imposed on Davis Mental Health Counseling Services, LLC by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

Counseling Services

Counseling services are not easily described in general statements. They vary depending on the personality of the clinician and the client, and the particular problem you are experiencing. There are many different methods that may be used to deal with the problems that you hope to address. Using Davis Mental Health Counseling Services, LLC services is not like visiting a doctor. Instead, getting better requires a very active effort on your part. In order for the treatment to be most successful, you will want to work on things talked about both during our meeting and at home.

As any healing approach, counseling can have benefits and risks. Since treatment often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, loneliness, and helplessness. On the other hand, counseling has also been shown to have many benefits. Treatment often leads to better relationships, solutions to specific problems, and significant reduction in feelings of distress. But there are no guarantees of what you experiences will.

The beginning of our work will involve an evaluation of your needs. By the end of the evaluation, you will be offered some impression of what our work will include and a treatment plan to follow. The benefits that you gain from services at Davis Mental Health Counseling Services, LLC will depend on your willingness to honestly discuss your thoughts, feelings, and behaviors, and to examine how these may be contributing to your difficulties. At times this may be an uncomfortable process, and will need to proceed at a pace that is comfortable for you. Your participation in treatment is completely voluntary, and as such, you have the right to accept or reject any procedure recommended.

Meetings

Our first meeting for an Initial Diagnostic Evaluation is typically 45 to 50 minutes long. During this time, we can both decide if we believe that I am the best person to provide the services that you need in order to meet your goals. When treatment has begun, we will usually schedule one meeting (one "Appointment Hour" of 45-50 minutes duration) per week at a time agreed upon, although we can arrange for meetings to be longer or more or less frequent. ***Once an appointment hour is scheduled, you are responsible for payment for the time scheduled, unless you provide 24 business hours advance notice for cancellation. It is important to note that insurance companies do not provide reimbursement for cancelled or failed appointments.***

Contacting Davis Mental Health Counseling Services, LLC

We realize that you may wish to contact us between scheduled meetings. However, due to our work schedules, we are often not immediately available by telephone. While we are usually in our offices between 9 AM and 5 PM, we do not answer the phone when we are with a patient. When we are unavailable, our telephone is answered by an assistant or an automated answering system. We make every effort to return your routine call on the same business day you make it, while emergency calls are returned as soon as possible. If you expect to be difficult to reach, please let us know some times when you will be available. If you are unable to reach us and feel you can't wait for your call to be returned, please contact your family physician, call the

nearest emergency room and ask for the mental health professional on call, or call 911. If we expect to be unavailable for an extended time, we usually arrange for professional backup.

Confidentiality, Privacy, and Their Limits

I understand confidentiality of records or information collected about me will be held or released in accordance with state laws regarding confidentiality of such records and information.

I understand that the confidentiality of my records may be breached under the following circumstances:

- If I sign a waiver requesting release of information.
- If a judge orders the release of my records.
- If there is reason to believe that there is clear and immediate probability that I will seriously harm myself or others.
- If there is evidence or strong suspicion of child or elder abuse or neglect.
- If there is a medical emergency.

I understand that in order to coordinate my care and provide quality treatment, information about me may be shared with a supervising clinician. Any therapist involved in my treatment planning will be licensed clinician who will hold all information in confidence in accordance with state laws. I understand that with my consent, a summary of my evaluation, diagnosis, and treatment may be shared with my primary care physician or psychiatrist to coordinate my medical treatment. I may also refuse to have this information shared.

Confidentiality, Privacy, and Their Limits are discussed in detail in attached “Notice of Privacy and Practices” form.

Minors & Parents

Clients under the age of 18 years of age are not emancipated, and their parents, should be aware that the law may allow parents to examine their child’s treatment records. Children between 13 and 17 may independently consent to (and control access to records of) diagnosis and treatment in a crisis situation. Because privacy in counseling is often crucial to successful progress, particularly with teenagers, and parental involvement is also essential, it is usually Davis Mental Health Counseling Services’ policy to request an agreement with minors over the age of 13 and their parents about access to information. This agreement provides that during treatment, parents will be provided only with general information about the process of treatment, and the client’s attendance at scheduled sessions. Any other communication will require the child’s authorization, unless a counselor feels the child is in danger or is a danger to someone else, in which case, the counselor will notify the parents of the concerns. Before giving parents any information, the counselor will discuss the matter with the child, if possible, and do the best to handle any objections that he/she may have.

Professional Fees

In addition to scheduled appointments, Davis Mental Health Counseling Services, LLC charges a usual hourly fee for other professional services you may need, although we will breakdown the hourly cost to the nearest quarter-hour when we work for periods less than the appointment hour. Other services covered by this policy include writing reports, telephone conversations, reading and responding to e-mail, consulting with other professionals (with your permission), preparation of records, letters, or treatment summaries, and the time spent performing any other services you may request from counseling.

Payment and Insurance

All payment for services is due immediately prior to your meeting. In order for us to set realistic treatment goals and priorities, it is important that we both understand what resources you have available to pay for your treatment. We generally discourage any accumulation of debt. If your account has not been paid for more than ninety days and arrangements for payment have not been agreed upon, Davis Mental Health Counseling Services, LLC has the option of using legal means to secure the payment. This may involve hiring a collection agency or going to small claims court which will require us to disclose otherwise confidential information. In most collection situations, the only information we release regarding a client’s treatment is his/her name, the nature of the services provided, and the amount due. If such legal action is necessary, those costs will be included in the claims.

If you plan to use health insurance, it will usually provide some coverage for mental health treatment. Many insurance companies require that you obtain authorization from them before you first make an appointment for services. You should always contact your insurance carrier before your first appointment. We 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 ensuring that we receive full payment of our fees. It is very important that you find out exactly what mental health services your insurance company covers. You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have any questions about your coverage, call your plan administrator. Of course, we will provide you with whatever information we can based on our 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, we will be willing to call the company on your behalf.

Due to rising costs of health care, insurance benefits have become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Manage Health Care" plans such as HMO's and PPO's 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. While much can be accomplished in short-term counseling, some people believe that they need more services after insurance benefits end.

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 believe you are ready to end your work with us. It is important to remember that you always have the right to pay for services yourself to avoid the problems described above, unless such an arrangement is prohibited by your contract.

If you have a health insurance plan, we will as a courtesy, accept assignment of your health benefits and bill your insurance company directly. In this case we will collect only your co-pay, co-insurance, and deductible as they apply. If you currently have an unpaid insurance deductible, all fees within this deductible must be paid at the time of service. If you prefer, we will instead provide you a paid receipt that you can submit for reimbursement to your insurance carrier.

If you elect to assign your health benefits rather than paying directly for services, your company may require that we submit certain diagnostic and clinical information. In accordance with HIPAA regulations, we provide the minimum necessary information, and while such information is very sensitive and generally treated as such by insurance companies, we cannot guarantee how any particular company or employer will respect this information. 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. By signing this Agreement you agree that we can provide requested information to your carrier.

YOUR SIGNATURE BELOW INDICATED THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS. TREATMENT CAN BEGIN ONLY AFTER THIS DOCUMENT IS SIGNED.

Client's Signature

Date

Print name

Date

Guarantor (if different)

Date

If you have elected to assign your health insurance benefits to Davis Mental Health Counseling Services, LLC, as part or complete payment for services, please read and signs below.

I hereby assign all relevant health benefits, including major benefits to which I am entitled, as well as other government-sponsored, private insurance, and any other health plan to Davis Mental Health Counseling Services, LLC. This assignment will remain in effect until revoked by me in writing. I understand that I am financially responsible for all charges whether or not said insurance provided reimbursement. I hereby authorize Davis Mental Health Counseling Services, LLC to release all information necessary to secure payment.

Signature: _____ **Date:** _____