

# Brighter Futures Counseling, PLLC

1002 North Mulberry Street

Elizabethtown, KY 42701

(270) 982-9292

## PROFESSIONAL SERVICES AGREEMENT

Thank you for choosing Brighter Futures Counseling, PLLC for your counseling and therapy needs. This document contains important information about our professional services, business policies, and how we're going to work together. Please read this carefully and feel free to discuss any questions that you may have.

### SERVICES

- **First, and foremost, we want to welcome you to Brighter Futures Counseling!** We will work together to establish realistic goals for the services being provided. To be successful, parents and children will need to work together on the issues we talk about during our appointments. It is important to understand that no one can guarantee that your child will benefit from services, but we will do everything possible to help.
- The first few appointments typically involve an evaluation or an assessment of your child's needs. After we have a clear understanding of your child's particular needs, a treatment plan will be outlined and reviewed with you. If your child participates in any type of formal assessment the results will be shared with you.
- You are an important participant in your child's care. In the event that you do not feel the goals or treatment meet your expectations, do not hesitate to **discuss your concerns with us**. Be aware that you have the right to terminate treatment at any time. If you choose to terminate treatment, a final session may be recommended to discuss concerns and determine the need for alternative services.

### DUAL RELATIONSHIPS

Please be aware that given the personal nature of psychological services and to protect your child's welfare, our relationship must be professional and not extend beyond the scope of clinical services. This includes but is not limited to trading professional services, attending your child's personal events, contacting the therapist at home and on social networking internet sites.

### CONFIDENTIALITY

The law protects the confidentiality of all communications between a client and a Therapist. **In most situations, we can only release information to others about your child's treatment if you sign a written authorization form.** However, there are several exceptions, including but not limited to the following:

A) If a parent or child is believed to be potentially harmful to himself or herself or to someone else, confidentiality may be broken in order to protect you, your child or

someone else from imminent danger. The law also requires that potential harm towards others, including threats of harming someone, be reported to the potential victim, as well as to the police or other necessary professionals.

B) Under Kentucky law, health care professionals who have knowledge of or suspect physical or sexual abuse or neglect of a child under 18 must report their concerns to the Cabinet for Health and Family Services, Department of Community Based Services.

C) If a court of law issues a subpoena or other court order (signed by a judge), Brighter Futures Counseling, PLLC may be required to provide the information specified by the subpoena or court order.

D) There may be occasions when your therapist may find it helpful to consult with another professional about your child's treatment. Consultations occur in a private location with another professional who is also bound by the same confidentiality laws.

E) Insurance companies often require information about your child and his or her treatment for benefit determination and payment. Such information can include: diagnosis, treatment plan, and progress notes. Please contact your insurance carrier if you have questions about its privacy practices.

F) Finally, you should be aware that we employ administrative staff. In most cases, any information shared is for administrative purposes only such as scheduling, billing and communication with insurance companies. All staff members have been trained about protecting your privacy and have agreed to comply with Brighter Futures Counseling privacy practices.

G) Your therapist may be under clinical supervision, in this case information may be shared with the clinical supervisor to ensure your therapist is providing professional and quality services. This is a requirement of supervision under most state licensing boards. Please feel free to discuss this further with your therapist.

\*\*Please ensure that you have read and understand your Protected Health Information Rights as set forth in the Brighter Futures Counseling, PLLC's "Notice of Privacy Practices."

### **TEENAGERS (ages 13-17)**

- If you are between the ages of 13 and 17, please be aware that the law may give your parent(s) or legal guardian the right to receive information on how your treatment is proceeding. Only general information about your progress will be shared, unless we believe there is a high risk that you may seriously harm yourself or another person, if someone is harming you or you are engaging in a dangerous or destructive behavior. In such instances, we will work together to let your parent(s) know.
- Examples of events that will need to be shared include: a plan or attempt to kill or injure yourself or someone else, a pattern of cutting or other forms of self-

destruction, a pattern of alcohol and/or drug use, or a plan to run away from home.

### **CONTACTING US/EMERGENCIES**

During regular business hours, we strive to have our phones answered promptly by our office staff. If a therapist is not seeing a client, he or she will do everything possible to take the call. If the therapist is not available, please leave a detailed voice message, and your call will be returned as soon as possible.

At this time, we are unable to provide on-call/after-hours services. If you need to contact your therapist after business hours, please leave a message on the voice mail and your call will be returned the next business day. In the event of an emergency, you should call 911 or a local Hospital or Crisis Center. Lincoln Trail Behavioral Health Systems Emergency Service can be reached at: 270-351-9444. Communicare's Crisis Unit can be reached at 270-360-0419.

**Please do not e-mail our staff, including your doctor or our office assistants, if you have an emergency or serious problem.** We may not be able to receive your e-mail in a timely manner. Always call 911 or the Emergency lines as outlined above.

### **USE OF E-MAIL**

If you choose to e-mail our staff, including a therapist or office assistant, your e-mail, as well as our response, may not be secure. As with any form of e-mail communication, confidentiality may be breached. Please use e-mail with discretion. **By signing this document, you acknowledge that e-mail is not a secure form of communication and the confidentiality of your child's information may be breached.**

### **INSURANCE INFORMATION**

In order for us to set realistic goals and priorities, it is important to evaluate what financial resources you have available for your child's treatment. If you have a health insurance policy, it may provide some coverage for mental health services. Our office will assist you with completing any forms required by your insurance carrier.

**\*\*PLEASE CHECK YOUR MENTAL HEALTH BENEFITS & EOB's\*\***

It is very important that you find out exactly what mental health benefits your insurance policy provides, such as specialist copays, deductibles, maximum number of appointments allowed during a given period, exclusionary diagnoses, etc. **You are responsible for paying your copay, co-insurance and amounts applied to your deductible. There are occasions when we are misquoted by insurance companies. You are responsible for understanding your policy and paying the difference if we are misquoted by your insurance company.** Insurance companies can also change copays without notifying us, particularly at the beginning of a new year.

Please always check your Explanation of Benefits (EOB) to make sure that you are paying the correct copay or co-insurance amount, and that you satisfy your deductible, if applicable. You will likely receive your EOB before we receive a copy. If there is a difference, please let us know as soon as possible so we can remedy the situation. **Patient refunds are typically conducted on a quarterly basis, unless otherwise requested. If you have a deductible, it is your responsibility to keep up with it being met,** as we do not have access to other providers you have seen.

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 insurance carrier.

Most insurance plans require authorization before your first appointment. We will call to obtain an initial authorization for you, after we receive your insurance information by phone. If your insurance carrier denies payment for services rendered for any reason, including failure to obtain an authorization, you will be responsible for the full amount due.

**If your child is seeing another mental health provider,** please contact your insurance company to determine if your child can be treated by two mental health providers at the same time. Most policies do not allow a child to have two therapists or mental health counselors at the same time and you may have to cancel an existing authorization for the new provider to be covered. **To avoid a claim being denied check with your insurance company first and avoid meeting with two different mental health providers, especially on the same day.** In some cases, insurance may also not cover psychiatry visits if seen on the same day as we provide services, depending on which codes your psychiatrist bills. In such instances, you may have to choose between the two providers, or pay out of pocket for the service not covered under the insurance policy.

**If your insurance carrier changes please let us know as soon as possible, before your child's next appointment.** We make every effort to obtain your insurance authorization and benefits before your appointment. If authorization is not obtained before the appointment, the appointment may not be covered and you may be responsible for payment.

You should also be aware that your contract with your insurance company requires that we provide information relevant to the services that we provide to you. We are required to provide a clinical diagnosis.

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 your child is ready to end treatment. It is important to remember that you always have the right to pay for our services from your personal funds.

We are happy to assist with any appeals needed to your insurance company to ensure the necessary payment and authorization needs when applicable.

### **BILLING AND PAYMENTS**

You will be expected to pay for each appointment at the time it is held, unless we agree otherwise in writing. If you have insurance, you are required to pay your copay or coinsurance at the time of service. We accept VISA, MasterCard, cash or checks for payment. There is a **\$30.00** charge for any returned checks. If the check is returned, we will no longer be able to accept checks from you for payment.

If your account has not been paid for more than **90 days** and arrangements for payment have not been made, we have the option of using legal means to secure the payment. This may involve using a collection agency or initiating legal action in the court system. If such legal action is necessary, you expressly agree to be responsible for any associated costs, including attorney's fees, filing fees, and other related expenses.

### **SPECIAL FEES** (for rates, please refer to Brighter Futures Counseling, PLLC's fee list).

- General Therapist/School welcome and update letters, as well as occasional phone calls **under 15 minutes** are a courtesy and not subject to a special fee.
- Treatment summary letters, recommendation letters for educational or other placement, IEP/504 recommendations, FMLA paperwork, court letters and other misc. letters are a courtesy and not subject to a special fee..
- School visits, including observation, therapy at school, consultations, and attending school meetings are not covered by insurance and are normally provided as a courtesy and not subject to a special fee; your therapist will discuss with you ahead of time if a fee will be incurred for a non-covered service.
- Phone calls with children, parents or other professionals beyond **15 minutes** are subject to a special fee. Fees will be prorated after the first 15 minutes.

### **CANCELLED/MISSED APPOINTMENTS**

When an appointment has been scheduled, the time has been reserved only for your child. Appointments typically last 60 minutes. If you discover that you are unable to keep a scheduled appointment, please call us at (270) 982-9292 to cancel as soon as possible. This allows another child to be seen during your time. Your first 2 appointments that are cancelled with less than 24 hours-notice are complimentary and you will not be charged. **For the third and all futures appointments that are missed or cancelled with less than 24 hours-notice, and there is not an emergency or illness, you will be billed \$20.00 per missed appointment.**

Please note that because your time slot has been reserved just for your child, every effort is made to start and end on time. It is important to arrive on time or to call if you are running late.