

Brighter Futures Counseling, PLLC

1002 North Mulberry Street

Elizabethtown, KY 42701

(270) 982-9292

PROFESSIONAL SERVICES AGREEMENT

Effective 01/01/2020

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. It is important to understand that no one can guarantee that you 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 needs. After we have a clear understanding of your particular needs, a treatment plan will be outlined and reviewed with you.
- 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 mental health services and to protect your 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 personal events, contacting the therapist at home and on social networking internet sites.

CONFIDENTIALITY

Brighter Futures Counseling, PLLC is a mental health practice utilizing a multidisciplinary mental health treatment team to provide integrated treatment in which team members work collaboratively, sharing responsibility for the individuals served. Treatment plans result from a collaborative effort between team members and clients. The mental health treatment team model is intended to: enhance communication of relevant clinical information among providers; help increase adherence to evidence-based care; and increase overall client care and treatment progress.

Clinical and administrative supervision is available to all mental health treatment team members and includes assessing and monitoring client's progress, providing feedback to staff in the context of the mental health treatment plan, and evaluating individual team members' performance. All treatment team members adhere to the confidentiality standards set forth by HIPPA.

In most situations, we can only release information to others, outside of our treatment team, about your treatment if you sign a written authorization form. However, there are several exceptions, including but not limited to the following:

- A) If it is believed that a client is potentially harmful to himself or herself or to someone else, confidentiality may be broken in order to protect you 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, 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 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 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."

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.

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 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 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 you are being seen by another mental health provider, please contact your insurance company to determine if you can be treated by two mental health providers at the same time. Most policies do not allow an individual 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 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 you are 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.

CHILD CUSTODY

It is the policy of Brighter Futures Counseling, PLLC to attempt to obtain consent for services from all legal custodial parents/guardians. Information about your child's legal custodial parents/guardians will be obtained at your initial appointment. After this appointment, your child's therapist will attempt to contact all legal custodial parents/guardians to assure that they are aware that the child is in therapy and that they consent to services. All legal custodial parents/guardians will also be invited to participate in your child's therapy services when therapeutically appropriate. If your child's therapist is unable to reach a legal custodial parent/guardian this will be documented in your child's electronic health record and Brighter Futures Counseling, PLLC will continue to provide services to your child. If any legal custodial parent/guardian refuses to consent for services for your child then Brighter Futures Counseling, PLLC will not be able to continue services with your child.

There is only one assigned Guarantor on record for a client. Thus, one person will be the assigned person who guarantees Brighter Futures Counseling; PLLC will receive payment for services. This is the person who will be billed if needed and who will be expected to render payment. If payment for services is to be divided between parents, the parents will need to make that arrangement. Brighter Futures Counseling, PLLC will only bill one person and the person bringing the child to the appointment will be expected to pay for any co-pays or other fees due on that day.

Therapists at Brighter Futures Counseling, PLLC are not able to make any visitation, custody, or contact recommendations for your child. We provide outpatient therapeutic services and any recommendations made from therapy are purely therapeutic recommendations.

Any legal custodian/parent/guardian of your child will be allowed access to your child's appointment history, electronic health record, any other related treatment information should they request it.

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

- General update letters to persons outside of Brighter Futures will be written upon request. However, Brighter Futures reserves the right to determine whether the letter falls within the scope of its professional areas of practice and whether submitting such a letter is in compliance with any applicable ethical or legal requirements. Letters will be billed at Brighter Futures' hourly rate (\$125.00 per hour at the time of this agreement, but subject to change pursuant to the language in the preceding paragraph). Brighter Futures requires notice of 14 days prior to the due date of the letter. Brighter Futures will attempt to honor requests submitted with fewer than 14 days' notice, but can make no guarantee that such letters will be completed by the desired date.
- The first copy of a client's medical record will be provided to the guardian or to a party specified by the guardian at no charge. All subsequent copies will be charged \$0.05 per page with a minimum charge of \$5.00.
- If a client submits paperwork to Brighter Futures to be completed and returned to a third party, including, but not limited to, attorneys, medical providers, employers, social workers, schools, and the court system, Brighter Futures will charge its normal hourly rate of \$125.00 per hour, with a minimum fee of \$10.00.
- Certified records will be provided to requesting parties as dated by the court order or within 30 days of the request; whichever date comes sooner. Brighter Futures Counseling charges \$35.00 per certified record. The amount must be paid at the time of the request unless agreed otherwise by a managing partner at Brighter Futures Counseling. If records are needed in less than 30 days but more than 10 days there is an additional rush charge of \$15.00. If records are needed in less than 10 days there is an additional rush charge of \$30.00.
- Clients wishing to discuss matters on the phone with Brighter Futures Counseling, or clients' whose attorneys, schools, employers, or other interested parties contact Brighter Futures by phone, will not be charged for the first 10 minutes of phone calls in a week. If a phone call exceeds 10 minutes or if a number of phone calls collectively exceed 10 minutes, the time in excess of 10 minutes will be billed at Brighter Futures normal rate of \$125.00 per hour.
- If a Brighter Futures employee is subpoenaed for court, depositions, trial, or any other proceeding requiring personal attendance, the client will be billed at a rate of \$125.00 per hour for the time starting when the employee leaves the office and concluding when the employee returns to the office, and for any necessary preparation time. In the event the employee is deposed at Brighter Futures Counseling, the \$125.00 per hour fee will be assessed from the time the deposition begins until the time it concludes and for any necessary preparation time. There will also be a mileage fee charged at the standard federal rate.
The client agrees to pay the billed amount in full as follows: There will be a \$375.00 minimum charge per employee subpoenaed payable no later than 5 days prior to the court appearance. It is assumed that a subpoena will require at least three (3) hours of the employee's time, and that is the basis for the advance charge. If the employee is present for more than three hours, any balance must be paid within 30 days of the court appearance. If the employee is subpoenaed and the legal proceeding requires less than three hours, the \$375.00 minimum fee still applies and will not be refunded. If an employee is subpoenaed less than 5 days before the court appearance, there will be an additional fee of \$125.00.

Cancellation policy: If a Brighter Futures Counseling officer or employee is subpoena for court or deposition, we cancel that person's paying clients for a three hour block of time (example: If the subpoena is for 9:00 AM, we cancel all appointments from 9:00 AM – 12:00 PM. If the subpoena is for 1:00 PM, we cancel all appointments from 1:00 PM – 4:00 PM). If we are notified 48 hours or more in advance that the court hearing has been rescheduled or that

the employee/officer is not needed, there will be no cancellation fee. If, however, we receive less than 48 hours' notice, we will bill the full three hour block of time. We cannot effectively reschedule clients with less than 48 hours' notice.

CANCELLED/MISSED APPOINTMENTS

When an appointment has been scheduled, the time has been reserved only for you. 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 person 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 future appointments that are missed or cancelled with less than 24 hours-notice, and there is not a verifiable emergency or illness, you will be billed \$25.00 for the missed appointment or referred to our Treatment Solutions Program. Clients will not be able to schedule future appointments until the late fees are paid in full.

Please note that because your time slot has been reserved just for you, 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.

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 by the statement due date 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.

If you do not have an insurance plan that will pay for our services, or if you elect not to submit our bill for services to your insurance provider, then we will charge you a flat fee of \$150.00 for the initial assessment and thereafter at a rate of \$125.00 per hour. (These rates are in effect at the time that the client signs this Service Agreement; however, nothing in this agreement precludes Brighter Futures from periodically changing its rates for service). Although the above quoted fees are in effect as a base rate for all clients, Brighter Futures may charge individual clients according to a Sliding Fee Scale based on the client's income and number of dependents.

If you have a bill with a balance that is more than 30 days past due, Brighter Futures Counseling, PLLC may turnover your account to an attorney or collection agency. The information given to the attorney/collection agency will be the general nature of services provided (for example, "therapy" or "subpoena for court appearance") and the amount due, and will not include specific information about your diagnosis and/or medical or mental health history or condition.

HARRASING COMMUNICATIONS

Any harassing communications, including offensive or abusive language, will not be tolerated on the premises of Brighter Futures Counseling or by telephonic or electronic communication. If a client or person associated with the client engages in such behavior, the offending party will be asked to leave

or, as appropriate, asked not to return to the facility. If this behavior persists and the offending party does not comply with requests to stop, Brighter Futures reserves the right to call the police or other appropriate law enforcement authority.

WEAPONS

Deadly weapons or dangerous instruments of any kind are not permitted on the premises of Brighter Futures Counseling. Prohibited items include, but are not limited to, guns and knives. This also applies to persons who have a permit to conceal and carry a gun. This is a therapeutic setting, and guns of any sort are strictly prohibited.