

Shea Alexander

Life Guide Services
www.lifeguidetexas.com
E-mail: sheaalexanderlpc@gmail.com

2809 Regal Rd., Ste. 110
Plano, Texas 75075
Tel: 214-697-5557

HIPAA Rules and Policies Acknowledgment

This document contains important summary information about the Health Insurance Portability and Accountability Act (HIPAA), which requires me to provide you with a Notice of Privacy Practices (NPP) for use and disclosure of your Protected Health Information (PHI) for treatment, payment and health care operations. The law requires that I obtain your signature acknowledging that I have provided you with this information prior to entering treatment. Although these types of documents are long and sometimes complex, it is very important that you read them carefully before our session so that we can discuss any questions you have about how your private health information is handled in this practice. When you sign this document, it will 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.

Psychotherapy Services:

Effective psychotherapy requires a *partnership* between us. Mental and emotional well-being is achieved primarily through dedication and hard work. My job is to help you discover problematic patterns, attitudes, defenses, and underlying feelings that contribute to your present state, utilizing various therapeutic techniques (there is no single therapy method that fit all clients). Awareness, together with strategies to cope with difficulties and solve problems, enables you to find your way out of the darkness of confusion and suffering into the positive light of a productive meaningful life. Whereby you can continue to grow and self-actualize. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger and helplessness. Psychotherapy has many benefits and risks, especially for trauma victims. As you process your trauma you may experience increased feelings of depression and anxiety. However, various research show in the long run, effective psychotherapy can improve relationships, academic functioning, and reduce feelings of distress and anxiety. I cannot guarantee that you will have a positive outcome from your work with me, rather promise you that I will do my best to provide you the most effective, UpToDate and ethical counseling services made possible by my years of education, specialized training and hands on work experience of over twenty years. After an initial period of assessment usually lasting one to three sessions, I will discuss your treatment plan during which you can identify your therapeutic goals. If you have questions about my procedures, do not hesitate to ask questions, if you continue to feel dissatisfied with my treatment approaches please let me know so that we can discuss second opinions and referrals.

Treatment procedures

If the patient is a minor, I typically meet with parent(s)/legal guardian and the son or daughter at the initial intake/consultation. At this meeting, I ask the family for detailed information about the problems the son/daughter has been experiencing. At the end of the session, I will let the family know if I think I can be helpful given the history they have provided. I ask parents/legal guardians to go home and talk with their son or daughter about the meeting. This process is the same for adult patients, however there is no need to meet with the patients' parents unless he or she is an adult child living in their home. Following the initial appointment, I ask them to let me know by phone or e-mail if they would like to schedule another appointment. If psychotherapy is begun, I will usually schedule one 50-60 minute session per week or at specified intervals 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.**

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. I do not Provide a 24hr crisis service, therefore when I am unavailable you may leave a message at 214-697-5557. I will make every effort to return your call within 24 hours.

If you are difficult to reach, please inform me of some times when you will be available. **If you are facing**

a life-threatening emergency, you should go to your nearest emergency room and ask for the mental health professional on call. You should then leave a message for me at 214.697.5557 which I will return when I am able. If I will be unavailable to return urgent calls, I will provide you with the name of a colleague to contact, if necessary.

It is often helpful for me to utilize email to communicate some information with my patients between sessions. This information exchange is generally regarding logistical matters such as scheduling and appointment changes. I sometimes use this to send homework assignments or changes to a homework assignment to patients. **My email should not be used as a means to contact me in an emergency.** I typically check my emails more than once a day, but do not do so at specified times. Patients in a crisis situation should utilize the procedures noted above. Also, I will not utilize email to conduct a therapy session. Rather I will request that the patient address issues related to their therapy at the next scheduled session.

LIMITS OF CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a therapist. 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. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows: 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 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.

• If a patient seriously threatens to harm himself/herself, I am obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection. Texas law provides that a professional may disclose confidential information only to medical or law enforcement personnel if the professional determines that there is a probability of imminent physical injury by the patient to the patient or others, or there is a probability of immediate mental or emotional injury to the patient.

There are some situations where I am permitted or required to disclose information without either your consent or authorization:

- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim, I must, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought.
- If a patient fails to pay for services I have rendered, I may disclose relevant information in a suit seeking payment.

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 cause to believe that a child under 18 has been or may be abused or neglected (including physical injury, substantial threat of harm, mental or emotional injury, or any kind of sexual contact or conduct), or that a child is a victim of a sexual offense, or that an elderly or disabled person is in a state of abuse, neglect or exploitation, the law requires that I make a

report to the appropriate governmental agency, usually the Department of Protective and Regulatory Services. Once such a report is filed, I may be required to provide additional information.

- If I determine that there is a probability that the patient will inflict imminent physical injury on him/herself, or another, or that the patient will inflict imminent mental or emotional harm upon others, I may be required to take protective action by disclosing information to medical or law enforcement personnel or by securing hospitalization of the patient. 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.

By signing this agreement, you authorize me to contact any person/entity in a position to prevent harm to the patient or a third party if I determine there is a probability of harm to the patient or a third party.

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 consultation may be needed.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you or your child in your Clinical Record, The Clinical Record includes information about you or your child's reasons for seeking therapy, a description of the ways in which the problem impacts you or your child's life, the diagnosis, the goals that we set for treatment, progress towards those goals, medical and social history, treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, billing records, and any reports that have been sent to anyone, including reports to your child's school. Except in unusual circumstances that involve danger to yourself and/or others, you may examine and/or receive a copy of your Clinical Record if you request it in writing. You should be aware that pursuant to Texas law, psychological test data are not part of a patient's record. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I charge a copying fee of **\$.50** per page and other expenses. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon your request.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record 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.

MINORS & PARENTS

Patients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. However, if the treatment is for suicide prevention, chemical addiction or dependency, or sexual, physical or emotional abuse, the law provides that parents may not access their child's records. For children and adolescents, because privacy in psychotherapy is often critical in building rapport with the therapist which is crucial to successful progress, it is my policy to discuss the manner in which I will communicate with the son or daughter and the parents. This discussion will typically take place early on in therapy so that all parties are informed as to how we will work together.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. You will be asked to pay at the end of each session. You may pay in cash or check. I do not accept credit cards. You will be

given a receipt that provides information an insurer would need if you decide to ask for some type of reimbursement from your carrier.

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. By signing this agreement, you authorize me to employ the services of an outside collection agent or attorney to seek payment of all unpaid fees.

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 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. By signing this Agreement, you agree that I can provide requested information to your carrier.

By signing this agreement, you authorize me to provide your health insurance company with all information requested of me pertaining to the services I provide to you or your family member.

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.

Acknowledgment of Receipt of HIPAA Notice of Privacy Practices

I hereby acknowledge that I have been given an opportunity to read and receive a copy of Life Guide Services' Notice of Privacy Practices (NPP), which is also available online at <http://www.tlifeguidetexas.com>.

I understand that if I have any questions regarding the notice of my privacy rights, I can contact Shea Alexander, the Privacy Officer for Life Guide Services.

Please include yourself and any minor children you have legal responsibility for who will be involved in receiving services. Please use additional copies if needed.

Patient's Name: _____ DOB _____

Minor's Name: _____ DOB _____

Signature of Patient (for self and minor children) **Date**

Signature of Patient (for self and minor children) **Date**

**If you are signing as a personal representative of an individual, please describe your legal authority to act for this individual (power of attorney, healthcare surrogate, etc.).*

Signature of Service Provider **Date**

Shea Alexander, LPC
Texas License # 17305