



Real Solutions to Fit Your Needs

# Grinstead, Pierce & Associates

## MENTAL HEALTH THERAPIST-PATIENT SERVICES AGREEMENT (INFORMED CONSENT)

**This notice describes Grinstead Pierce & Associates professional counseling services and business practices. Please review it carefully.**

Welcome to our practice. This document (the **Agreement**) contains important information about our professional services and business policies

When you sign this document, it will represent an agreement between us. **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. 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 it; if there are obligations imposed on us 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.

This document may be updated occasionally. When this occurs, the new policy is effective for all PHI maintained. A copy of updated agreements is available upon request and we will notify you by posting the revised version on our website **ogppassociates.com**.

## MENTAL HEALTH SERVICES

**Grinstead Pierce and Associates** offers these researched based counseling services;

- Children
- Adolescent
- Adult
- Family
- Marriage
- Relationship
- Co Parenting
- Psychological Testing
- EAP Services
- Groups
- Presentations

Counseling is not easily described in general statements. It varies depending on the personalities of the therapist and patient, and the particular problems you are experiencing. There are many different researched based counseling methods a counselor may use to deal with the problems you hope to address. Therapy 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 most successful, you will have to work on things we talk about both during our sessions and at home. Remember: We base our therapy and recommendations on what you tell us and what we observe.

Therapy 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, therapy 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 in the counseling experience.

Some clients ask about spirituality issues...whether they can discuss them with a non-religion counselor. The answer is yes. Spirituality is an important facet of being human. You may bring up spirituality issues in your therapy. Understand, however, that we are not religion counselors nor will we push any religious agenda.

Our first few sessions will involve an evaluation of your current life situation, current problems, and current symptoms. A mental health evaluation may take 1-3 sessions that may last 45 minutes to an hour. By the end of the evaluation, a therapist will be able to provide you with a treatment plan that will include a diagnosis, treatment methods, and goals and objectives if you decide to continue with therapy. You should evaluate this information to make an informed decision to begin the therapy process.

Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. Therapy can, especially initially, make you feel worse. This is often part of the process of exploring difficult issues. If you have questions about any procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion. You may refuse treatment or referrals at any time.

We will ask for a **picture ID** at your initial evaluation. This is to protect against identity theft. We will also ask for a **photo ID** to accompany all releases of information. This is also done for your protection.

## NON-DISCRIMINATION

Mental health counselors do not condone or engage in any discrimination based on age, color, culture, disability, ethnic group, gender, race, religion, sexual orientation, marital status, or socioeconomic status. Our office offers a sliding scale fee for patients with no insurance coverage. Please ask at the front desk for an application.

Mental health counselors do not condone or engage in sexual harassment. Sexual harassment is defined as any solicitation, physical, or verbal or nonverbal conduct that is sexual in nature that occurs in connection with professional activities or roles, and that is either unwelcome or offensive, or creates a hostile workplace or learning environment, or is sufficiently severe or intense to be perceived as harassment to a reasonable person in the context in which the behavior occurred. Sexual harassment can consist of a single intense or severe act or multiple persistent or pervasive acts.

## THERAPIST/PATIENT RELATIONSHIP

The therapist and the patient have an exclusive professional relationship for the purpose of providing mental health services. Mental health counselors are aware of the intimacy and responsibilities inherent in the counseling relationship. They maintain respect for the client and avoid actions that seek to meet their personal needs at the expense of the client. Romantic or sexual relationships with clients are strictly prohibited. Mental health counselors do not counsel persons with whom they have had a previous sexual relationship. Mental health counselors **can not engage** in friendships or romantic or sexual relationships with former clients. Mental health counselors are aware of their own values, attitudes, beliefs and behaviors, as well as how these apply in a society with clients from diverse ethnic, social, cultural, religious, and economic backgrounds. . Mental health counselors are aware of their influential position with respect to their clients and avoid exploiting the trust and fostering dependency of the client. Therapist cannot accept gifts from clients. Because of confidentiality, we will not acknowledge you in public unless you talk to me first.

## GROUPS

When working in groups, mental health counselors screen prospective group counseling/therapy participants. Every effort is made to select members whose needs and goals are compatible with the goals of the group, who will not impede the group process, and whose well-being will not be jeopardized by the group experience. In the group setting, mental health counselors take reasonable precautions to protect clients from physical, emotional, and psychological harm or trauma.

## MULTIPLE CLIENTS

When working with multiple clients, mental health counselors respect individual client rights and maintain objectivity. When a mental health counselor agrees to provide counseling services to two or more persons, who have a relationship (such as husband and wife, or parents and children), the counselor clarifies at the outset, the nature of the relationship they will have with each involved person.

Collateral consent informs family members or significant others involved in counseling, of the parameters and limitations of confidentiality. If it becomes apparent that the mental health counselors are unable to maintain objectivity resulting in conflicting roles, they must appropriately clarify, adjust, or withdraw from their roles. Rules of confidentiality extend to all clients who receive services, not just those identified as primary clients.

## DUAL/MULTIPLE RELATIONSHIPS

A dual/multiple role relationship means that your therapist is providing services for conflicting roles and can be potentially damaging for therapist/patient relationship due to possible violations of therapeutic trust

Mental health counselors make every effort to avoid dual/multiple relationships with clients that could impair professional judgment or increase the risk of harm. Examples of such relationships may include, but are not limited to: familial, marriage counseling, family counseling, social, financial, business, or close personal relationships with the clients.

When deciding whether to enter a dual/multiple relationship with a client mental health counselors will seek consultation and adhere to a credible decision-making process prior to entering this relationship. All parties must be in agreement of said dual relationship.

When a dual/multiple relationship cannot be avoided, mental health counselors take appropriate professional precautions such as informed consent, consultation, supervision and documentation to ensure that judgment is not impaired and no exploitation has occurred.

## CONFLICT OF INTEREST

Mental health counselors are aware of possible conflicts of interests that may arise between the counselor and the client, the employer, consultant and other professionals.

Mental health counselors may choose to consult with any other professionally competent person about a client assuring that no conflict of interest exists. When conflicts occur, mental health counselors clarify the nature of the conflict and inform all parties of the nature and direction of their loyalties and responsibilities, and keep all parties informed of their commitments.

## SOCIAL / BUSINESS NETWORKING SITES

Your therapist will not accept “friend” or contact requests on any social or business networking site. Adding patients as friends or contacts can compromise your confidentiality and our privacy. If you have concerns or questions, please bring them up with the clinical directors. **Grinstead Pierce & Associates** will use social media or business networking sites to promote their practice and provide useful information. These sites are for information only and not considered therapy services.

## CONTACTING YOUR THERAPIST

Due to therapists work schedule, they are often not immediately available by telephone. Therapists are usually in the office between 9AM and 5 PM. When the office staff is unavailable please leave a message for a return phone call. You may leave any type of message on our confidential answering machine.

They will make every effort to return your call within 24 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform the therapist of some times when you will be available. If you are unable to reach your therapist and feel this emergency go the nearest emergency room and ask for the psychiatrist on call.

If your therapist will be unavailable for an extended time you will be notified of who will be covering their patients during their leave time. The person at the pager number or other office staff will direct you to the therapist on call.

**In case of emergencies you can call our office pager 319-768-5022. It is answered when the office is closed. If you are not an active patient of our office please call 911 or go the nearest emergency room.**

## RELEASE OF INFORMATION

If information from the patient's record is requested, any person who has attended a therapy session with the patient must sign a release or the information cannot be released.

Pursuant to the Iowa Code, for the best interest of the patients counseling, **Grinstead Pierce & Associates** treatment therapy notes will be considered privileged and will not be released due to the harm of therapist/client relationship.

At any time you may request a therapist to discuss or review your entire chart. That request will be in writing and must also be approved by the Clinical Directors of Grinstead Pierce & Associates. A fee will be charged of \$135 and this is not billable to insurance. If there is a change in the fee that information will be available on our website.

If you are using insurance, you should know that the explanation of benefits will go to the **policyholder** for the insurance.

## WAITING ROOM

Although we try to make our office environment as welcoming as possible, this is a place of business with several therapists working with children and adults of all ages. We ask for you to be mindful that office staff and therapists are conducting business and loud noise makes it very difficult for us as well as for other patients. We understand that child care for siblings during appointments can be challenging, but we encourage you to bring as few people as possible to your child's appointment. Unsupervised children in the waiting room can be at risk for injury or emotional upset when separated from caregivers. Office staff cannot be responsible for watching children or belongings. **For your privacy and to control noise, we ask that you do not make or accept calls on your cell phone in the waiting room.** For your convenience we provide free Wi-Fi services in our office but we are not responsible for the content of the internet that you are viewing. Refreshments are available in the waiting area. Please be courteous and clean up after yourselves. We are not responsible for any hot water or coffee burns. There is warning posted on the machines. This is another warning.

**Behavior / Conduct:** If patients or the family of patients have difficulty maintaining an appropriate decorum in the waiting room, clinic office, or therapist office they may be asked to leave. If they do not leave as directed the police will be called. Appropriate decorum is defined as lowered voices, no yelling, no screaming, no domestic assault, no emotional abuse, no physical abuse or threat of, rudeness or disrespectful to office staff or therapist. Clinical Director's of Grinstead Pierce & Associates will intervene for inappropriate decorum for the safety of the patients and the staff. There will be a safety plan of action created by the clinical directors for resolution to the concerns. All parties will be notified of the plan of action.

## **PATIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that we amend your record; requesting restrictions on what information from your Clinical Records 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 our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. Our HIPPA Compliance officer will discuss any of these rights with you and you provide you with a HIPPA compliance guide.

## **GRINSTEAD PIERCE & ASSOCIATES PATIENT BILL OF RIGHTS**

To expect quality service provided by concerned, trained, professional and competent staff.

To receive quality unbiased treatment without regard to age, color, culture, disability, ethnic group, gender, race, religion, sexual orientation, marital status, or socioeconomic status.

To expect complete confidentiality within the limits of both Federal and State law, and to be informed about the legal exceptions to confidentiality; and to expect that no information will be released without the client's knowledge and written consent.

To a clear working contract in which business items, such as time of sessions, payment plans/fees, absences, access, emergency procedures, third-party reimbursement procedures, termination and referral procedures, and advanced notice of the use of collection agencies, are discussed.

To a clear statement of the purposes, goals, techniques, rules limitations, and all other pertinent information that may affect the ongoing mental health counseling relationship.

To appropriate information regarding the mental health counselor's education, training, skills, license and practice limitations and to request and receive referrals to other clinicians when appropriate.

To full, knowledgeable, and responsible participation in the ongoing treatment plan to the maximum extent feasible.

To obtain information about their case record and to have this information explained clearly and directly.

To request information and/or consultation regarding the conduct and progress of their therapy.

To refuse any recommended services and to be advised of the consequences of this action.

To a safe environment for counseling free of emotional, physical, or sexual abuse.

To a client grievance procedure, including requests for consultation and/or mediation; and to file a complaint with the clinic clinical directors.

To a clearly defined ending process, and to discontinue therapy at any time.

## **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. Because privacy in therapy is often crucial to successful progress, particularly with teenagers, it is sometimes our policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, we will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. We will also provide parents with a summary of the child's treatment if they request it. If we feel that a child is in danger or is a danger to someone else, the therapist will notify parents of any self harm or homicidal concerns. Before giving parents any information, the therapist will discuss the matter with the child, if possible, and do our best to handle any objections the child may have.

The parent's role in therapy is essential. It will be important for you to attend all of your child's scheduled appointments, unless a different agreement is made.

We encourage divorced / separated parents who bring their children to inform the other parent and invite them into the therapeutic process. When a therapist sees a child of divorced or separated parents, the therapist may contact the other parent when it is deemed necessary. **We ask that you bring a copy of your divorce decree or custody modification to your child's initial appointment.**

If both parents have custody, the records of minor children may be open to both parents, regardless of who has physical custody. **If information from the child's record is requested, any person who has attended a therapy session with the child must sign a release or the information cannot be released.** You will be asked to sign the Addendum to Consent which says you agree to not ask for a release of records if litigation is possible in your case.

## **DUTY TO WARN/PROTECT**

If the therapist believes the patient is a harm to himself or other individuals the patient hereby gives consent for therapist to contact any individual to develop a plan of safety. These individuals may be law enforcement, medical personnel, or the patients' emergency contact. If harm is involved the patient will allow the therapist to contact the individual or place where harm is threatened.

## **INSURANCE, BILLING, AND PAYMENTS**

In order for us to set realistic treatment goals and priorities, it is important for you 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. 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.

Our office will provide you with assistance to help you understand the benefits of your insurance plan. Contact our insurance coordinator at 319-754-8035 or by email at [insurance@ogp-associates.com](mailto:insurance@ogp-associates.com). It is very important that you find out exactly what mental health services your insurance policy covers, the deductible, and the patient responsibility.

**You will be expected to pay for each session at the time it is held if you have no insurance coverage, unless we agree otherwise before your appointment. Co-Payments and Deductible amount are due at time of service.** Payment schedules for other professional services will be arranged when they are requested. In circumstances of acute or unusual financial hardship, contact us and we may be willing to negotiate a payment installment plan.

If your insurance company has not contracted with **Grinstead Pierce & Associates** you will be responsible for the full payment for all services at the time the services are rendered.

We will file your claim with your insurance company. Any charges not paid by insurance are your responsibility.

If your account has not been paid for more than 90 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. All accounts over 90 days WILL accrue interest and 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, demographic information, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

## PROFESSIONAL FEES

Therapy rates will be posted in a binder in the waiting room and on our website [ogpassociates.com](http://ogpassociates.com). If you require a copy please request a copy from our receptionists.

Therapist will charge the amount of an **appointment hour** for other professional services that you may need, though they will break down the hourly cost if the work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 5 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, FMLA, and the time spent performing any other service you may request of the therapist.

If you become involved in legal proceedings that order my participation, you will be expected to pay for all of my professional time. This includes preparation and transportation costs, and my attendance at any legal proceeding if therapist is called to testify by a third party. A retainer must be paid at least 14 days before trial before therapist will agree to testify or prepare to testify.

## GROUNDS FOR TERMINATION

- Mental health counselors do not abandon or neglect their clients in counseling.
- Assistance is given in making appropriate arrangements for the continuation of treatment, when necessary, during interruptions such as vacation and following termination.
- Counselors can terminate a counseling relationship when it is reasonably clear that the client is no longer benefiting, when services are no longer required, when counseling no longer serves the needs and/or interests of the client, or when agency or institution limits do not allow provision of further counseling services.
- Mental health counselors may terminate a counseling relationship when clients do not pay fees charged or when insurance denies treatment. In such cases, appropriate referrals are offered to the clients.
- If mental health counselors determine that services are not beneficial to the client, they avoid entering or terminate immediately the counseling relationship. In such situations, appropriate referrals are made. If clients decline the suggested referral, the therapist relationship will still be terminated.
- When your therapist refers a patient to other professionals, open and collaborative communication will be in place to ensure an appropriate transition
- If clients are in danger, such as domestic violence or suicidal, therapists take steps to secure a safety plan, refer to appropriate resources, and if necessary contact appropriate support before termination of services.
- We reserve the right to terminate therapy services if either parent behaves inappropriately towards a therapist or office staff, if the therapist is court-ordered to testify regarding a therapy patient (thus causing a dual-role relationship) if there is consistent failure to attend scheduled appointments, if there is failure to complete payment for services, or if either parent does not consent for services.