

Brooke & Associates Counseling Company, LLC

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OUTPATIENT SERVICES CONTRACT

Welcome to our practice. This document contains important information about our professional services and business policies. Please read it carefully and jot down any questions that you may have so we can discuss them at our next meeting.

PSYCHOLOGICAL SERVICES – Therapy is not easily described in general terms. It varies on the personality of both the client and the therapist and the particular problems the client brings. There are a number of different approaches which can be utilized to address the problem you present with.

Therapy has both benefits and risks. Risks sometimes include experiencing uncomfortable feelings and discussing unpleasant aspects of your life. However, therapy has been shown to have benefits for people who undertake it. Therapy often leads to significant reduction in feelings of distress, better relationships, and resolutions of specific problems – although there are no guarantees about what will happen.

Our first few sessions will involve an evaluation of your needs. Your therapist will offer you some initial impressions and a treatment plan. You should evaluate this information, along with your own assessment about whether you feel comfortable working with your therapist. Therapy involves a large commitment of time, money and energy, so you should be careful about the therapist you select. At any time you can request a referral to another mental health professional.

SESSIONS – Our normal practice is to conduct an evaluation which will last from 1-3 sessions. Thereafter, we usually schedule one 55-minute session per week at a mutually agreed upon time. Once this appointment is scheduled, you will be expected to pay for it unless you provide **4 hours advanced notice of cancellation**. Any cancellation not made with a minimum of 4 hours notice is coded in our records as a “No-Show”. The first No-Show is written off as a courtesy. All subsequent No-Shows will be billed at \$50.00. Please note, insurance companies do not cover missed appointments, and you will be responsible for 100% of the charge. Your services will be suspended until your No-Show balance is paid in full. 3 missed appointments within a 6-month period will result in termination of services.

TELETHERAPY – TeleTherapy is a way to offer counseling via electronic communication. Teletherapy includes consultation, treatment, transfer of medical data, emails, telephone conversations and education using interactive audio, video, or data communications. Teletherapy also involves the communication of your medical/mental information, both orally and visually.

TeleTherapy minimizes barriers to physically attending sessions. There are unique benefits to TeleTherapy including attending sessions from the comfort of your home, flexible scheduling, fewer missed appointments and adolescents being able to attend session without relying on transport from parents. We are licensed in the state of Missouri, so our online counseling services are offered to Missouri residents only.

Our therapists have met requirements for providing TeleTherapy services by completing a 26-hour continuing education certificate program, “TeleMental Health & Digital Ethics” through the Zur Institute.

Our platform for providing TeleTherapy is www.Doxy.me. This is an interactive live-feed video, that is both HIPAA-compliant and secure, confidential and private. You are responsible for: (1) providing a digital device such as a computer, laptop, tablet or smart phone; (2) high-speed internet; and (3) arranging a location with sufficient lighting and privacy that is free from distractions or intrusions for your teletherapy session.

There are risks and consequences from teletherapy, including, but not limited to, the possibility that the transmission of your information could be disrupted or distorted by technical failures; the transmission of your information could be interrupted by unauthorized persons; and/or the electronic storage of your medical information could be accessed by unauthorized persons.

Should technology fail, you have the following options: (1) restart your computer and login to the on-line service platform again, (2) contact your clinician via the on-line chat button found on the service platform, (3) request assistance directly from the on-line service platform by utilizing the “help” icon, and/or (4) you can call your clinician directly for assistance.

Prior to your initial session, we will request you complete a TeleTherapy Emergency Plan, which asks for your location during the session as well as the name and contact information of a support person. We will only contact your designated support person in the case of an emergency. At each session, we'll confirm your location and ask if any changes need to be made to your TeleTherapy Emergency Plan.

PROFESSIONAL FEES – Our fee for the initial appointment is \$150.00. All subsequent sessions are \$135.00 per 55-minute session and \$175.00 for marital/couples' sessions. Any session that runs over 60 minutes will be considered a double-session and the rate is \$175.00 (\$225.00 for marital/couples' sessions). You are allotted 55 minutes, you may choose not to use all of your time, but the charge will be the same. We offer reduced-rate sessions of \$85.00 for services provided by our Provisionally Licensed Professional Counselors. These clinicians are under supervision and have not yet obtained full licensure with the state. Their services are not billable to insurance.

In addition to weekly appointments, it is our practice to charge \$75.00 per hour for other professional services you may require, such as report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings or consultations with other professionals you have authorized, preparation of records, or the time required to perform any other service you may request. **Please note, we do not make verbal or written recommendations regarding areas such as medical marijuana, emotional support animals or assessment of ability to work. You must obtain written recommendations from a medical doctor for these services.**

LITIGATION – **We do not offer services for civil litigation, such as custody hearings.** We will not make recommendations, provide confidential records or write reports. If you become involved in criminal litigation which requires our participation by court order, you will be expected to pay for the professional time required, even if your therapist is compelled to testify by another party. Because of the complexity and legal involvement, we charge \$300.00 per hour, of which 4 hours (\$1200.00) must be paid in advance and is nonrefundable, for preparation and attendance at any legal proceeding. A Policies and Fee Agreement for Litigation-Related Services is available upon request.

BILLING AND PAYMENTS – You will be responsible to pay for each session at the time it is held.

If you have been or are now involved in a divorce, please understand that the person that presents themselves with the minor child is responsible for the medical bill. If your divorce decree states your ex-spouse is responsible for any part of the medical bill, it is YOUR responsibility to obtain payment, not Brooke & Associates.

If your account is more than 60 days in arrears and suitable arrangements for payment have not been made, we have the option of using legal means to secure payments, including collection agencies and small claims court. If such legal action is necessary, the costs of bringing that proceeding will be included in the claim. In most cases, the only information which we release about a client's treatment would be the client's name, the nature of services provided and the amount due.

The [No Surprises Act](#) was designed to protect consumers from receiving unexpected medical bills. The [Good Faith Estimate](#) provision of the No Surprises Act is designed to give consumers predictability in how much they will be charged for the healthcare services they will be receiving, prior to their appointment. As of January 1, 2022, state-licensed or certified health care providers must provide a Good Faith Estimate of healthcare charges to every new and continuing client who is either **uninsured or is not planning to submit a claim to their insurance** for the healthcare services they seek.

CREDIT CARD ON FILE AGREEMENT – We require all therapy clients to keep a credit card on file for payment purposes. Your credit card information is kept in a confidential and secure, encrypted gateway site, which is compliant as required by law. For more information, please visit: <https://squareup.com/us/en/security>. Payment from your card will be processed only after the claim has been filed and processed by your insurer, and the insurance portion of the claim has paid and posted to the account.

By providing us with your credit card information, you are giving Brooke & Associates permission to automatically charge your credit card for the amount due for services rendered. These amounts match the client's responsibility amounts as determined by your insurance company and are reflected on the Explanation of Benefits (EOBs) from your insurance company.

If the credit card information we have on file changes for any reason, you must notify Brooke & Associates as soon as possible. If you have questions about a charge, please notify us within 15 days. After 30 days all charges will be assumed to be correct.

In the rare case an overpayment occurs your account will be credited, with any amount to be used toward future services. You may request the credit be refunded directly to you, and we will mail you a check for the credit amount within 30 days of your request.

In the event of a declined credit card charge, you will be asked for a new credit card number and/or payment before continuing therapy sessions.

INSURANCE REIMBURSEMENT – Our office will bill Primary in-network insurance plans as a courtesy to you. At this time, we are unable to bill Secondary insurance plans, as the EHR (Electronic Health Record) Billing System is incompatible. We will not be involved in disputes regarding insurance coverage. **We strongly encourage you to contact your insurance company prior to your first session, to verify your benefits and any out-of-pocket expenses you may be responsible for. You are ultimately responsible for all charges incurred regardless of potential insurance benefits.** For services performed Out-of-Network (OON), we will provide you a monthly “Superbill”, upon your request, that you can submit to your insurance carrier for *possible* reimbursement (each plan has its own policy regarding OON treatment, you should consult your individual plan to determine your benefits – some plans will reimburse, or partially reimburse, OON treatment, some plans will not).

We are not in-network with any Medicaid plans. Due to Federal regulations, we are unable to see clients with Medicaid, even if it is a secondary policy. We are not in-network with any Medicare ADVANTAGE plans.

CONTACTING YOUR THERAPIST – Please be aware our clinicians do not have the capability to respond to an immediate crisis. It is our office policy to make every effort to return phone calls within one business day. If at any time you are in crisis or experience a life-threatening emergency, you have the following options: (1) call 911; (2) call 988 National Suicide Prevention Lifeline to speak with a trained crisis clinician; (3) go to your nearest emergency room.

PROFESSIONAL RECORDS – Both law and the standards of our profession require that your therapist keep appropriate treatment records. You are entitled to receive a copy of your records, with the exception of therapy progress notes, which belong solely to the therapist. All clinical records are kept confidential. Records will not be made available to others without signed authorization to release specified information (a general medical release is insufficient) and payment for records prior to releasing them. Use of records for litigation is strictly prohibited.

Treatment records are retained for a period of seven years following termination of treatment, and then destroyed.

MINORS – If you are under 18 years of age, please be aware that the laws may provide your parents with the right to examine your treatment records. It is our policy to request an agreement from parents that they consent to waive access to your records. If they agree, your therapist will provide them only with general information regarding your treatment goals and progress, unless your therapist believes there is a high risk that you will harm yourself or another, in which case your therapist will notify them of his/her concern. Before giving them any information, your therapist will discuss the matter with you if possible and will do their best to resolve any objections you may have.

For children of divorce, legal documentation must be provided at the initial appointment indicating the adult requesting therapy services for said minor has been authorized to seek medical treatment. In cases of divorced and separated families, it is our policy to request the parents’ seeking services for their child must notify the other parent that their child is in therapy services.

RIGHTS and RESPONSIBILITIES – We strive to offer the highest quality counseling services, delivered in a respectful and dignified way, by trained and competent professionals. In doing so, we intend to operate in accordance with the ethics published by the American Psychological Association, and the Missouri Department of Mental Health’s operating regulations on client rights. The client therefore has the following rights:

1. To have an individualized, written treatment plan, and take part in establishing and implementing said plan.
2. To have this plan explained to him/her clearly and understandably.
3. To know the name of the person in charge of his/her treatment.
4. To know approximately how long he/she will be under care.
5. To take part in planning for discharge.
6. To receive prompt evaluation, care and treatment.
7. To have bills and charges for mental health services explained.
8. To provide current and historical information, to perform therapeutic “homework” and to actively participate in treatment.
9. To request that information be sent to an agency, school, physician or therapist if you wish them involved in your treatment. An Informed Consent for Release of Information form must be completed and signed for this purpose.
10. To be treated courteously and be free from verbal and physical abuse.
11. To exercise civil rights unless declared legally incompetent.
12. To have records kept confidential.
13. To have the same legal rights and responsibilities as any other citizen unless otherwise stated by law.

The client also has the following responsibilities:

1. To pay your cost or share of the cost for the services at the time services are rendered.
2. To arrange with your therapist a payment plan, if needed.
3. To give 4 hours or more advanced notice of the need to change or cancel an appointment time.
4. To request another therapist, if you do not feel comfortable with your current treatment, or feel you are unable to follow the suggested treatment.
5. To take part in evaluation of your progress toward goals and/or the helpfulness of your treatment.
6. To inform your therapist if you are in therapy at another location, or if you are taking medication for an emotional or psychological condition.
7. To treat your clinician courteously and refrain from any verbal or physical abuse.

CONFIDENTIALITY and PRIVACY PRACTICE – We understand that your protected health information (PHI) is personal and it is our responsibility to safeguard your PHI. In compliance with the Health Insurance Portability and Accountability Act (HIPAA), we will obtain in writing your acknowledgement of receipt of our privacy practices. We may use PHI about you to provide treatment and services. We may disclose PHI about you to doctors, clinicians or other personnel who are involved in your treatment. We may use and disclose PHI about you for billing purposes. We may use and disclose PHI about you for health care operations, quality assurance activities, administrative activities, or investigation of complaints. In general, the confidentiality of all communications between a client and a therapist are protected by law, and we can only release information about our work to others with written permission. However, there are some exceptions.:

In most judicial proceedings, we have the right to prevent your therapist from providing information about your treatment. However, in some circumstances, *a judge may order your therapists' testimony and/or records* if he/she determines that resolution of the issues before the court demands it.

There are *some situations in which we are legally required to take action to protect others from harm*, even though that requires revealing some information about a client's treatment. For example, if your therapist believes that a child, an elderly person, or a disabled person is being abused he/she is required to file a report with the appropriate state agency.

If your therapist believes that a client is *threatening serious bodily harm to another*, your therapist is required to take protective actions, which may include notifying the potential victim or the police. If a client *threatens to harm him/herself*, your therapist may be required to seek hospitalization for the client or contact family members or others who can help provide protection.

We may occasionally find it helpful to consult other professionals about a case. During a consultation, we make every effort to avoid revealing the identity of our client. The consultant is also legally bound to keep the information confidential.

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 which you may have at our next meeting. The laws governing these issues are complex, and should you need specific advice, formal legal consultation may be advised.

NOTE: Federal law and regulations do NOT protect any information about a crime committed by a client against a person who works for Brooke & Associates Counseling Company, LLC or about any threat to commit such a crime. Federal laws and regulations do NOT protect any information about suspected child abuse or neglect from being reported under State law to appropriate state or local authorities.

Complaints: Individuals may request further information or make a complaint of any alleged violations to privacy rights to Brooke & Associates Counseling Company, LLC or file a complain in writing and within 180 days of occurrence to Secretary, Department of Health and Human Services, 200 Independence Ave. S.W. Washington, D.C. 20201. Phone 202-619-0257. Individuals will not be retaliated against for filing a complaint.