Mind, Body, Heart & Spirit

Wellness ♦ Personal & Professional Growth ♦ Community Development

CHANI PHILLIPS, PH.D.
LICENSED MENTAL HEALTH COUNSELOR

PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT & HIPAA NOTICE

Welcome to my private practice. I am providing this information to you so that you may better understand my professional services and business policies, and how they may apply to you. This document also contains summary information about the Health Insurance Portability and Accountability Act **(HIPAA)**, a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. Please feel free to ask any questions that you have. I look forward to the growth journey with you!

CHANI PHILLIPS, PH.D., LMHC

Dr. Chani Phillips is Lakota-Dakota and is an enrolled member of the Cheyenne River Sioux Tribe. She is a doctoral level Licensed Mental Health Counselor in full time private practice, with 31 years of professional psychology training and clinical experience, and 36 years as an international keynote presenter and workshop/retreat facilitator. She has a Master's Degree in Health Communication from Stanford University, and a Masters Degree and Doctoral Degree in Clinical Psychology from the Fielding Institute. Dr. Phillips considers her greatest training to be from her life experiences.

Dr. Phillips has been a university professor and for years she trained Masters Level Mental Health Counselors and professionals. She has been a cultural-sociological research consultant for the Strong Heart Study, the first longitudinal study of cardiovascular disease in Native Americans. Dr. Phillips is a keynote presenter, and workshop/retreat facilitator in areas of: Women's Empowerment, Healing Trauma, PTSD, Native Wellness, Domestic Violence, Healthy Communication and Relationships, Community Development, Stress Management, and Cultural and Spiritual Connectedness.

Dr. Phillips' work is an integration of Native American and multicultural ways, wellness and experiential healing and growth processes. She is committed to her vision of working with individuals, families, native communities, and corporate groups to facilitate their mental, physical, emotional and spiritual well-being.

MY THERAPEUTIC APPROACH

My holistic therapeutic approach is an integration of culturally appropriate interventions including: humanistic-existential, in depth gestalt experiential processes, cognitive-behavioral, brief solution oriented, wellness, interpersonal dynamics, indigenous healing perspectives, and other growth processes. I consider psychotherapy/counseling to be a therapeutic collaboration between the therapist and the client in which your therapy process is personalized to meet your therapeutic needs and goals. I consider us to be a "team" and I will be your therapeutic ally in support of your growth. I am committed to working with the highest of professional competence, integrity, and ethical standards.

THERAPY CAN HELP YOU TO:

Therapy can help you to: Heal negative core patterns that developed in childhood that continue to play out in your life; Be your authentic self; Identify and express your thoughts, feelings, wants and needs; Increase healthy self-esteem; Become an empowering ally for self and others; Develop healthy relationships; Build communication skills; Heal from trauma; Manage stress; Develop deeper sense of connectedness with self, others and your life; Resolve identity conflicts; Develop spiritual connectedness and sense of meaningful contribution; Be proactive in creating the fulfilling life you want; and Establish wellness of your mind, body, heart and spirit.

COUNSELING & PSYCHOTHERAPY SERVICES

Counseling and psychotherapy varies depending on the personality of the client, and the particular problems you are experiencing. Psychotherapy calls for a very active effort on your part, so in order for the therapy to be most successful, you will have to work on things we process both during our sessions and at home. Typically there would be a particular therapeutic focus that you would work on in between sessions which increases the effectiveness of the work.

Psychotherapy can have many benefits and also can be very challenging. Since therapy often involves processing difficult aspects of your life, you may have uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, helplessness, and other feelings associated with painful past and current experiences.

Our first few sessions will involve a collaborative evaluation of your history, issues and needs. Therapy involves a significant commitment of time, money, and energy, so it is very important that there is a good therapeutic therapist-client fit. During the initial evaluation sessions, we can both decide if I am the best person to be your healing ally, and if it is not the best therapeutic fit for you, then I would be happy to offer some recommendations for a referral to another therapist.

SESSIONS

Psychotherapy sessions are usually scheduled once per week and are 45-minutes. At times there may be a need for more frequent or longer sessions. ***Once an appointment is scheduled, you will be billed for it unless you provide 24 weekday hours advance notice of cancellation.*** This means that Monday appointments must be rescheduled no later than the previous Friday at that appointment time, otherwise regular session fees will be charged. It is important to note that insurance companies do not provide reimbursement for cancelled sessions, so you would be responsible for this fee.

CONTACTING ME

My telephone is answered by a confidential answering service. I will return your call as soon as possible during my office hours. If you are in crisis and are unable to reach me and feel that you cannot wait for me to return your call, please call the Crisis line at: 575-4800, contact your family physician, or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary (upon your request).

OFFICE HOURS & LOCATION:

OFFICE HOURS: Mon-Thur 8:30 am - 5:30 pm

LOCATION: Lake Aspen Office Park - 1440 N. 16th Ave., Suite #4 - Yakima, WA 98902
CONTACT INFO: Tel: (509)-966-1700 Fax: (509)-457-4104
Email: ChaniPhillips@gmail.com; Website: www.DrChaniPhillips.com

PROFESSIONAL FEES

My session fee is $160 for a 45 minute individual, couples, or family psychotherapy session; $250 for the Initial Intake session; and extra charges for extended sessions based on time. If I am a preferred provider for your insurance they may set a discounted rate that I am contracted to provide to you, which is less than my rates listed above. ***Once an appointment is scheduled, you will be billed for it unless you provide 24 weekday hours advance notice of cancellation.*** I also charge $160/hr for other professional services you may need, that do not entail legal involvement. Other services include report writing, phone conversations longer than 5 minutes, consulting with other professionals on your behalf, preparation of records or treatment summaries, and the time spent performing any other service you may request of me.

PAYMENTS

Your payment in full is to be paid at the time of service by cash, check or credit / debit. There are no administrative fees if you pay copays and account balances with cash or check. Prior to each session, please write your check payable to: Chani Phillips, Ph.D. If you pay with a Debit/Credit card, we charge a $3 credit card convenience fee per transaction up to $100, and 3% of payments over $100.

Auto Credit / Debit Card Payment Authorization Form

We ask that all clients please complete the "Auto Credit / Debit Card Payment Authorization Form". My billing manager will then automatically bill your credit card:

a) Weekly for unpaid copays
b) By the 10th of each month for any outstanding client responsibility balance due through the last insurance payment. This helps our billing and accounting processes be more efficient. There is a $3 Transaction fee up to $100 and 3% thereafter for all debit/credit card transactions.
c) If you want to know your balance due to pay with cash/check, please email my billing manager by the 5th of each month at: MBHSbilling@gmail.com

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. You are responsible for paying your copay each session. If you have a deductible and have not yet satisfied it for this calendar year, you would pay your allowable fee for your services until your deductible is met. If you do not know what your insurance coverage is, then you would pay for the full session fees until you obtain that information from your insurance company, then your account would be adjusted accordingly. We will bill your insurance company for their portion of payments, however, you (not your insurance company) are ultimately responsible for full payment of my fees should your insurance or other payor fail to pay. If I am a preferred provider for your insurance, then I have an agreement with them that I will provide services at the "allowable fee" rate (a discounted rate) that your insurance plan determines.

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 in rare instances a copy 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, and you authorize your insurance to pay benefits directly to my office. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above (unless prohibited by your contract with your insurance).

DELINQUENT ACCOUNTS - LATE FEES - LEGAL - COLLECTIONS

A delinquent account service fee of $25 and a finance charge of 1.5% per month (annualized interest of 18%) will be charged to your account for unpaid balances, on day 20 of each month until your account is paid in full. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon with our office, I may use legal means to secure the payment. All accounts unpaid after 90 days from the date of the first unpaid service, are automatically turned over for collections. This may involve hiring a collection agency or going through small claims court or other legal means which will require me to disclose otherwise confidential information. Should your account be delinquent, your right to confidentiality will be waived on some information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, dates of services, and the amount due - but in some cases more information must be released. If collections, or such legal action is necessary, all related costs for pursuing payment of this account will be included in the claim for which the client will be responsible. If you become involved in legal proceedings that require my participation, you will be charged for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party involved in your case. Because of the increased complexity and difficulty of legal involvement, I charge $300 per hour (minimum charge of $300) for preparation, records review, emails, travel time, attendance at any legal proceeding, waiting time elapsed, court testimony, conference calls, reports, etc.. Payment for any legal involvement must be prepaid 2 weeks in advance, unless otherwise negotiated.

HIPAA - Notice of Privacy Practices

HIPAA requires that I provide you with this Notice of Privacy Practices (the Notice) for use and disclosure of policies for treatment, payment and health care operations. This Notice explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully before we begin services. Please ask me any questions you have about the procedures during your first session or prior to. When you sign this document, it will also 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; or 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 for my services.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. In my private practice I keep minimal session notes written in a form for my own use, which aids in my

recollection of vital information for treatment. This record may include information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in the unusual circumstance that I conclude disclosure could reasonably be expected to cause danger to the life or safety of the patient or any other individual or that disclosure could reasonably be expected to lead to the patient's identification of the person who provided information to the me in confidence under circumstances where confidentiality is appropriate, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers, and can be taken out of context. For this reason, I do not encourage nor recommend that a client request copies of the notes. Instead I would recommend that you discuss any questions you may have about your treatment and my interpretations with me verbally, so that the information can be put into the correct context. I am allowed to charge a copying fee of 65 cents per page for the first 30 pages and 50 cents per page after that, plus a $15 clerical fee for each request. I may withhold your Record until the fees are paid. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

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 I 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 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. I am happy to discuss any of these rights with you.

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. Since privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is usually my policy to request an agreement from the parents that they consent to give up access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychotherapist. 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 state law and/or HIPAA. With your signature on a proper Authorization form, I may disclose information in the following situations:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. If I consult with a professional who is not involved in your treatment, I will not reveal your identity unless I have your consent. These professionals are 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. I will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- I also have a contract with an insurance billing company. They will have access to some of your information, primarily: contact and insurance billing information, dates of service, fees, and diagnosis code, As required by HIPAA, I have a formal business associate contract with this business, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, you can review a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If you are involved in a court proceeding and a request is made for information concerning the professional services I provided you, such information is protected by the psychologist-patient privilege law. I cannot provide

any information without 1) your written authorization; 2) you informing me that you are seeking a protective order against my compliance with a subpoena that has been properly served on me and of which you have been notified in a timely manner; or 3) a court order requiring the disclosure. It is my policy to not work with clients who are involved in or contemplating litigation, as it can compromise the therapy. If you are involved in or contemplating litigation, please inform me of this immediately, and you should also consult with your attorney about likely required court disclosures.

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

- 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, and the services I am providing are relevant to the injury for which the claim was made, I must, upon appropriate request, provide a copy of the patient's record to the patient's employer and the Department of Labor and Industries.

There are some situations in which I am legally obligated to take actions, which 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 reasonable cause to believe that a child has suffered abuse or neglect, the law requires that I file a report with the appropriate government agency, usually the Department of Social and Health Services. Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to believe that abandonment, abuse, financial exploitation, or neglect of a vulnerable adult has occurred, the law requires that I file a report with the appropriate government agency, usually the Department of Social and Health Services. Once such a report is filed, I may be required to provide additional information.
- If I reasonably believe that there is an imminent danger to the health or safety of the patient or any other individual, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, seeking hospitalization for the patient, or contacting family members or others who can help provide protection.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.

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 advice may be needed.

AGREEMENT TO ALL OF THE POLICIES IN:

"The Psychotherapist-Patient Services Agreement for Washington State & HIPAA Notice"

WASHINGTON STATE HIPAA REGULATIONS REQUIRE THAT WE OBTAIN YOUR SIGNATURE WHICH INDICATES THAT YOU HAVE RECEIVED AND READ THE ABOVE AGREEMENTS AND AGREE TO ALL OF THEIR TERMS THEREIN.

Your signature on the attached "Client Information Form" indicates that you have read, understand, and fully agree to the above policies for these services. If you have any questions, please feel free to discuss these with me before signing this form. Your signature below also indicates that you give consent for psychotherapy services for yourself and/or the other clients involved in sessions. You also agree to pay for all services rendered, sessions that are failed or not canceled within 24 weekday hours of the appointment, applicable late fees, and all legal fees incurred in collection of delinquent accounts. Your signature authorizes the release of any medical or other information necessary to process claims, and authorizes your insurance to assign and pay benefits directly to this provider. You are responsible to pay the balance in full in the event that your insurance or other primary payor denies payment for any reason. A late fee of $25 per month will be charged on late payments received after the 20th of the month they were first billed, and a finance charge of 1% will be charged monthly on any outstanding balance.