# CCA BEHAVIORAL HEALTH< PLLC

# DonaLD S. CHANDLER, JR., Ph.D.

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# DALLAS, TEXAS 75203

# 214-919-5617

# 214-941-0579

# POLICIES & SERVICE AGREEMENT

# All FUTURE AND EXISTING CLIENTS UNDERSTAND & AGREE TO THE FOLLOWING:

**Section 1. Governing Authority and Providers**

CCA Behavioral Health, PLLC provides counseling, psychotherapy, consulting, research, training, rehabilitation, and assessment services for individuals, families, agencies, and companies in the State of Texas. The company is a Texas Medicaid Provider; and registered as a professional company by the State of Texas. The company is owned and operated by Donald S. Chandler, Jr., Ph.D. The primary treatment provider(s) of the company are licensed professionals by the Texas State Board of Examiners of Professional Counselors and the Tennessee Health Related Boards. Volunteers, Interns, and Practicum Students and other employees/contractors are qualified personnel approved by the company. The staff and personnel of the company may provide counseling-related assistance, life coaching, assessments, consultations, rehabilitation, and other specified duties according to agreements, contracts, and corresponding certifying agencies.

**Section 2. Confidentiality, Requests for Information, and Disclosure Policy**

When applicable, all information regarding services including records pertaining to our services are confidential and protected by state and federal law. All communications to a third party regarding our client's records or information are prohibited without written consent or agreement. A written HIPAA compliant request form must be provided to us in order to release information to a client or another party. All requests for records should be faxed to (214) 941-0579. There is also an administrative fee of $50.00 or more for clerical services (e.g. record copies, etc.). This administrative fee may also apply to authorized emails, faxes, and monthly summaries/information requests. The administrative fee may vary according to contractual agreements or state/federal law. If our providers are required to attend court hearing related to a disclosure of information, all court expenditures must be paid in full by the requesting party. According to Texas Family Code-611, we have the right to refuse the release of confidential information (e.g. psychotherapy information) which may result in psychological, emotional, or physical harm to our clients. Clients referred by state agencies should also note that their information may be subjected to full disclosure if court ordered to do so.

1. Teleservices & Online Communications: CCA Behavioral Health, PLLC provides communications through online media such as text messages, emails, etc. All clients give full consent to utilize electronic devices for client communications. This includes teleservices. The clients are responsible for utilizing electronic medias to secure confidential information. Clients that communicate through Skype, Facebook, email indemnify and hold CCA Behavioral Health, PLLC and their affiliates harmless for breaches of confidential information.
2. Online Recordkeeping: All client records will be kept confidentially through an online recordkeeping service designed by CCA Behavioral Health, PLLC.

 **Section 3. Appointments, Rescheduling, & Guarantees**

In addition, clients are expected to re-schedule appointments within 72 hours in advance in order to continue services. All clients will be billed for same day cancellations unless otherwise determined by management. There are no guarantees for services provided. It is the client's responsibility to contact us regarding missed and rescheduled appointments. Same day cancellations are subjected to late fees. A 15-minute grace period is required for all scheduled appointments. For Texas Department of Family & Protective Services (DFPS) and any and all other agencies, there are no guarantees for services, monthly summaries, and appointments without prior 2054 authorization, the referral, or approval from the DFPS Program Director. The providers of this company reserve the right to cease referrals from DFPS and/or any other agencies within contractual guidelines. Clients that seek services privately for court ordered services are identified as private clients and not a referred client from the court or contracted state agency.

**Section 4. Treatment or Life Coaching Planning and Therapeutic Level System**

Generally, clients attend between 6-12 sessions for counseling or life coaching. Our Therapeutic Level System is designed to conceptualize counseling, life coaching and rehabilitation frequency. In general, Level 1 requires 1-2 sessions or services per week. Level 2 requires weekly or bi-monthly services. Level 3 requires monthly services only. The completion and termination of services is based on the completion of therapeutic goals, the level system, progress, outstanding expenditures, attendance, treatment and policy compliance. The level system, diagnoses and treatment plans of our clients are determined by the treatment providers of CCA Behavioral Health, PLLC.

GENERAL TREATMENT PLAN (Therapeutic of Life Coaching Goals)

The following information below is the general treatment or life coaching plan and goals within a 90-day timeframe:

1. Identify the triggers to the emotional/behavioral problems.

2. Improve knowledge & skills relative to mental health, rehabilitation, and substance abuse.

3. Improve parent-child relations and/or family relations.

4. Improve self-sufficiency.

5. Improve community linkages & support networks.

6. Improve safety & supervision planning.

The conceptual basis of treatment and life coaching is based on Chandler (2017). “The Essentials of the Eclective Consciousness & Introspective Coaching”. This book may be found online for purchase.

**Section 5. State Agency Reporting**

CCA Behavioral Health, PLLC provides monthly and quarterly reports to state agencies regarding the progress of referred clients under contract. Generally, monthly reports are provided by the 5th-10th day of the following month either by fax, email, or conference. All reports will abide by HIPAA standards or other standards according state and federal law. For private clients, there is no guarantees that communications will automatically be sent or delivered with consent or approval of the client. For clients who are seeking social security income (SSI), there is no guarantee that benefits will be provided based on attendance of services. SSI clients who have not been seen within 90 days, the clinical file will be “closed” and no current mental status information can be provided or guaranteed.

**Section 6. Court Related Services and State-Agency Services**

CCA Behavioral Health, PLLC provides community rehabilitation and counseling services according to state guidelines and procedures. All clients referred by state agencies must also abide by the policies and procedures of the state agencies AND these company policies. The clients that are court ordered for services have waived their privlegded communications and therefore confidentiality is null and void. If the company receives subpoenas for court, it is the responsibility of the client and/or legal representation to pay for court related services.

**Section 7. Forensic Consultations**

CCA Behavioral Health, PLLC provides mental health evaluations and diagnostic consultations utilizing clinical interviews and standardized assessment measures. Expert and fact witness testimonies are provided based on a contractual agreement and/or approval from a legal representative and/or state agency. An agreement with client’s legal representation is recommended in conducting forensic services. Contact us for more details. Diagnostic consultations and substance abuse assessments are based on Daubert and FRE 702. Forensic services are not generally reimbursed by insurance companies.

As an overview, the following forensic or court related services are offered at CCA Behavioral Health, PLLC:

1. Forensic Mental Health
2. Substance Abuse Evaluations
3. Anger Management and/or Parenting
4. Therapeutic Visitations
5. Individual or Family Counseling
6. Forensic Interviews
7. Subject Matter Consultations for Personal Injury
8. Expert Testimony for Family Courts

**Section 8. CCA Behavioral Health, PLLC Other Business Agreements or Contracts Addendum Policies (1-6)**

**I. Contracting Agreement**CCA Behavioral Health, PLLC and its affiliates are required to have a contractor/subcontractor agreement with CPA and/or all other business agreements in order to ensure compliance. This agreement must be negotiated and aligned with the policies and procedures of CCA Behavioral Health, PLLC. All techniques, approaches, goals assessments are proprietary with CCA Behavioral Health, PLLC.

* **II. Compensation**Services performed by CCA Behavioral Health, PLLC and its affiliates (clinical and non-clinical) that are not reimbursed by Medicaid will be sent to the client and/or contracting entity for payment within 30 days.
* **III. Client General Agreement and Policies**All clients within CPAs and other subcontracted entities (e.g. foster parents, child, etc.) must abide by the client general agreement and policies of CCA Behavioral Health, PLLC.
* **IV. Null & Void and Termination**
CCA Behavioral Health, PLLC requires a minimum active census of five (5) clients in order to maintain a contract or subcontract with a CPA and any other agency. If the census is below the minimum criteria for 30 days, CCA Behavioral Health, PLLC will consider the contract null and void, suspended, or on hold. Once null and voided, CCA Behavioral Health, PLLC is not required to provide credentials and requisite documents or consults if the contract is inactive.
* **V. Clinical Coordination & Requirements**To ensure quality, CCA Behavioral Health, PLLC ONLY consults and receives recommendations for clinical treatment, diagnosis, and/or clinical coordination with other licensed healthcare professionals who able to provide a diagnosis, treatment, and/or assessment for health and/or mental health conditions. With this, collaboration from clients who are also seen at Chandler Medical Plaza (Donald S. Chandler, MD) and other agreed affiliates will also consent provide consent to these organization to provide clinical coordination.
* **VI. Progress Information**If applicable, CCA Behavioral Health, PLLC will provide a confidential progress information to other parties. This includes but not limited to an overview of diagnosis, goals, and recommendations. The progress information will be HIPPA compliant (e.g. we will not provide psychotherapy or detailed process information). Administrative fees will apply to additional notes or copies.

**Section 9. Society of Eclective Consciousness (SEC)**

* + 1. SEC is an academic and life coaching affiliate of CCA Behavioral Health, PLLC. It is accredited by the Accreditation Council of Holistic Healers to provide non-clinical services such as life coaching. SEC offers stress/anger management and meditation through the online meetup calendar.
		2. SEC provides a mentoring program for at-risk children between the ages of 6-16. These services are educational enrichment services designed to improve prosocialization. The program is outlined on the SEC meetup.

* + 1. SEC provides clinical supervision and certification for selected students. An interview, assessment, criminal background check, and contractual agreement may be established for official employment, training, or certification. The details are noted on the SEC meetup.
		2. SEC provides life coaching services in accordance to the policies and procedures of CCA Behavioral Health, PLLC.

**Section 10. Fees, Complaints and Dispute Resolution Practices**

All fees, payments, and services are non-transferable and non-refundable unless determined by management. Paid services must be completed within 30 days, unless otherwise specified in a written agreement. Payment plan options are provided. PayPal may be used to make payments.

GRIEVANCE PROCEDURES

**Phase 1:** All concerns, complaints, and disputes arising out of or in relation to CCA Behavioral Health, PLLC shall first be handled informally with the therapists, staff, clients, and management of CCA Behavioral Health, PLLC.

**Phase 2:** If a dispute continues, mediation will be provided prior to the initiation of arbitration, third party, or any other legal proceeding. The mediator shall be a neutral third party chosen by agreement of us and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed.

**Phase 3:** In the event that mediation is unsuccessful, any unresolved controversy related to CCA Behavioral Health, PLLC will submit to and settle with binding arbitration in accordance with the rules of the American Arbitration Association which is in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that a client account is overdue (unpaid) and there is no agreement on a payment plan, CCA Behavioral Health, PLLC can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or a collection proceeding shall be entitled to recover a reasonable sum as and for attorney's fees.

CONFIDENTIAL REGISTRATION & AGREEMENT TO POLICIES

Please complete below.

Name (print):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_

Client’s Name :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB:\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Medicaid or Insurance No (if applicable) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

ALL RIGHTS RESERVED.