



Sunshine Behavioral Health LLC (Client Agreement)

Welcome to Sunshine Behavioral Health Center, LLC (hereinafter referred to as “SBHC”). This document (the agreement) contains important information about SBHC’s professional services and business policies. It also contains summary information about the insurance Portability and Accountability at (HIPAA), a federal law that provides privacy, protections, and patient’s rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and healthcare operations. HIPAA also requires SBHC to provide each patient with a Notice of Privacy Practices. The notice will explain HIPAA and its application to your personal health information in greater detail. The Law requires that SBHC obtain your signature acknowledging that SBHC has provided you with this information during the initial session. Although these documents are long and sometimes complex, it is very important that you read them carefully. At anytime, our staff can discuss any questions that you have about the procedures. When signing this document, it represents an agreement between you and SBHC. You may revoke this agreement in writing at any time. The revocation will be binding on SBHC unless SBHC has taken action in reliance on it, if there any obligation imposed on SBHC 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.

Mental Health Services(____ initial) Psychotherapy, mental health assessments, evaluations, and support services are not easily described in a general statement. It varies depending on the personalities of the clinician and client, and the particular problems the client is experiencing. The clinicians at SBHC will take an eclectic approach being that no two people are the same. In order for the services to be most effective, you will need to play an active role in this process. *I understand that my clinician at SBHC is not warranting a cure or offering an guarantee of results or improvement of any condition.*

Assumption of Risks (____ initial) I understand that the potential benefits of undergoing mental health services may include obtaining a professional opinion and an increased understanding of myself. I understand that potential risks may include limited predictive validity of mental health assessments/evaluation procedures and possible emotional distress concerning my situation. I understand that alternative procedures include services provided by another psychologist, psychiatrist, or mental health professional.

Contacting SBHC (____ initial) Due to work schedules, clinicians are often not immediately available by telephone. While SBHC is open between the hours of 8:30am and 6:00pm, your SBHC clinician will probably not answer the phone when he or she is with a client. When your SBHC clinician is unavailable, SBHC will make every effort to return your call on the same day except for holidays. If you are difficult to reach, please inform us of your availability. If SBHC

will be unavailable for an extended period, SBHC will provide you with the name of a colleague/agency to contact, if necessary.

*** In cases of emotional distress that occur after business hours, on holidays or weekends, and if you feel it cannot wait until regular business hours, please contact Lifeline's Crisis Hotline at 1-800-273-8255. In case of emergencies (when there is an immediate threat to one's safety), please contact 911 and/or travel to the nearest emergency room to seek psychiatric attention.**

Missed/Cancellations Policy (____ initial) Once an appointment is scheduled, you will be expected to pay for it (see professional fees) unless you provide 24 hours (1day) notice of cancellation; unless agreed that you were unable to attend due to circumstances beyond your control.

Professional Fees (____ initial) SBHC's hourly fees are as follows: \$150.00 for master's Level clinician and \$180.00 for Licensed Psychologist. Duties outside of a scheduled session may result in the accumulation of additional hourly rates. These duties could include, but are not limited to court testimony, depositions, report writing, telephone conversations lasting more than 15 minutes, consulting with other professionals with permission, preparation of records or treatment summaries for third parties not initially involved with your case and time spent performing any other unspecified service you may request that is above and beyond the normal course of treatment. Fees for specific assessments will be discussed at that initial session.

Billing and Payments (____ initial) You will be expected to pay for each session at the time it is held, unless prior arrangements are made, or you have insurance coverage that requires special arrangement. SBHC accepts all major credit cards, checks, and cash. If paying with credit card, there is a 2.75% convenience fee added to the card amount for using this method. There is a \$35.00 processing fee on all returned checks.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, SBHC has the option of using legal means to secure payment. This may involve hiring a collection agency or going through small claims court which will require SBHC to disclose otherwise confidential information. In most collection situations, the only information SBHC releases regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

Insurance Reimbursement (____ initial) In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for treatment. If you have a health insurance policy, it will usually provide some type of coverage for mental health treatment. SBHC will fill out forms and provide you with whatever assistance SBHC can in helping you receive the benefits to which you are entitled. However, you (not your insurance company) are responsible for full payment of SBHC fees. In the case of utilizing out of network insurance benefits, it is SBHC's policy to require you to pay for the full cost of services at the time of service. At this point, SBHC will file or help you file (at your choosing) the insurance claim forms to get you reimbursed by your insurance carrier. 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 your coverage, call your plan administrator. Of course, SBHC will provide you with whatever information SBHC can based on our capability. If it is necessary SBHC will contact your carrier on your behalf.

Due to the rising costs of healthcare 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 ends. Some managed-care plans will not allow your therapist to provide services to you after your benefits end. If this is the case, SBHC will do its 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 SBHC provide it with information relevant to the services that SBHC provides to you. SBHC is required to provide clinical diagnosis. Sometimes SBHC is required to provide additional clinical information such as treatment plans or summaries, or copies of your entire clinical record. In such, SBHC has no control over what they do with the information once it is in the possession of the insurance carrier. SBHC will provide you with a copy of any information SBHC releases, at your request. By signing this agreement, you give SBHC permission to provide your insurance carrier with needed documentation for claims purposes.

Once we have all the information about your insurance coverage, we will discuss what is expected to accomplish with the benefits that are available and what will happen if they run out before you feel ready to terminate services. It is important to remember that you always have the right to pay for SBHC services out-of-pocket to avoid the problems described above, unless prohibited by contract.

Your signature below indicated that you have read the information in this document and agree to abide by its terms during our professional relationship.

Signature of Client (14 years of age)

Date

Signature of Parent or Guardian

Date



Sunshine Behavioral Health LLC

INFORMED CONSENT FOR VERBAL/ EMAIL EXCHANGE OF INFORMATION

I, _____ hereby consent to the verbal/email exchange of
(Print Consumer Name)

information between Sunshine Behavioral Health Center, LLC and _____ regarding
(Name of person or organization or email address information will be discussed with)

_____ For admission of
(Information that will be discussed)

_____ and for the following purpose:
(Date of admission)

- Facilitate Evaluation and Treatment
- Participate in treatment
- Other

Specify: _____

I understand that this consent will expire on _____ (Two year from the signature date) or at the time of my discharge from this program, whichever comes first. I understand that I may revoke this consent at any time. The revocation may be given verbally or in writing, and it will not apply to information that was discussed prior to my revocation of this consent. I have been informed that copies of my medical record can only be released by my signing an authorization giving my permission to do so.

Consumer Signature

Date

Guardian/Legal Representation Signature

Date

Witness Signature

Date



Limits to Confidentiality (_____ initials) The law protects the privacy of all communications between a patient and mental health clinician. In most situations, SBHC can only release information about your treatment to others, if you sign a written authorization form that means certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on the service agreement provides consent for those activities as follows:

- SBHC may occasionally find it helpful to consult with other mental health professionals about your case. For example, SBHC clinicians may consult with each other during treatment team meetings. If a SBHC clinician consults with another professional outside of SBHC, the clinician will make every effort to avoid revealing the identity of our patients. The other professionals are also legally bonded to keep information confidential. If you agree, SBHC will not tell you about these consultations unless SBHC feels that it is important regarding the change in your devised treatment plan. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member. SBHC will note all consultations in the clinical record (Notice of Policy and Procedures)
- You should be aware that SBHC is a group practice with other mental health professionals and that SBHC employs administrative staff. In most cases, SBHC will need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All mental health professionals are bonded by the same rules of confidentiality.
- As required by HIPAA, SBHC has a formal business associate contract with all independent contractors (i.e. Licensed Psychologist, Mental Health Professionals, etc.) and business (attorney serving as general counsel to SBHC, accountant, etc.) that may have contact with your confidential information to most limited extent possible for SBHC to operate, in which they promise to maintain the confidentiality of all data except as specifically allowed in the contract or otherwise required by law. If you wish, SBHC can provide you with the names of these organizations and/or blank copy contracts.

There are some situations where SBHC is 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 SBHC's professional services, such information is protected by a mental health clinicians-patient privilege applicable law. SBHC cannot provide any information with your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order SBHC to disclose information.
- If a government agency is requesting the information for health oversight activities, SBHC may be required to provide it for them.
- If the patient files a complaint or lawsuit against SBHC or their SBHC clinician, SBHC may disclose relevant information regarding that patient to defend SBHC or the SBHC clinician.
- If the patient files a worker's compensation claim, and SBHC is providing treatment related to the claim, SBHC must, upon appropriate request, furnish copies of all medical reports and bills.

There are some situations in which SBHC is legally obligated to take actions. SBHC believes that it is necessary to attempt to protect others from harm and SBHC may have to reveal some information about the patient's treatment.

- If a patient threatens to harm his/her self, SBHC may be obligated to seek hospitalization for him/her or contact family members or others who can help secure the safety of the patient.
- If SBHC has reason to believe that a child has been abused, the law requires that SBHC file a report with the appropriate governmental officials, usually the Alabama Department of Human Resources, Child Abuse and Neglect Division. Once such a report is filed, SBHC may be required to provide additional information.
- If SBHC has reasonable cause to believe that a disabled adult or elderly person has had a physical injury or injuries inflicted upon her/him in an abusive manner.
- If SBHC determine that a patient presents a danger to self or other, SBHC may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police, and/or seeking hospitalization if deemed 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 law governing confidentiality can be quite complex. Therefore, in situations where specific advice is required, formal legal advice may be needed.

Professional (____ initial) You should be aware that, in accordance with HIPAA, SBHC keeps protected health information about you in your clinical record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your psychotherapy notes, your medical and social history, your treatment history, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involves danger to yourself or others, or makes reference to another person (unless such other person is a healthcare provider) and SBHC believes that access is reasonably likely to cause substantial harm to such person, or if information is supplied to SBHC confidentially by others, you or your legal representative may examine and/or receive a copy of your clinical record, if you request it in writing. HIPAA allows SBHC 30 days to prepare and provide a copy of your clinical record with the option of an additional 30 days if the extension is asked in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, SBHC recommends that you initially review them in the presence of your SBHC clinician or have them forwarded to another mental health professional, so you can discuss the contents.

For more than one copy of your clinical record per 12-month period, SBHC can charge a copying fee of \$0.05 per page (and for any special shipping or delivery requests). The exceptions to this policy are contained in the attached notice form. If SBHC refuses your request for access of your records, you have the right of review (except for information provided to SBHC confidentiality of others), which SBHC will discuss with you upon request.

Patient Rights (____ initial) HIPAA provides you with several new or expanded rights regarding your clinical record and disclosures of protected health information. These rights include requesting that SBHC 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 SBHC's policies and procedures recorded in your records, and the right to a paper copy of this agreement, the attached notice form, and SBHC's privacy policies and procedures.

Minors and Parents (_____ initial) Patients under 18 years of age that are not emancipated, their parents should be aware that the law allows parents to examine their child's treatment records unless SBHC believes that doing so would endanger the child or we agree otherwise. Because privacy in psychotherapy is often vital to successful progress particularly in teens, the SBHC clinician may request an agreement from parents that they consent to give up their access to their child's records. If they agree, SBHC will provide parents with a summary of their child's progress and his/her attendance at scheduled sessions. SBHC will also provide parents with a summary of their child's treatment when it is complete. Any other communications will require the child's authorization, unless your SBHC clinician feels that the child is of danger to self or others.

Signature of Client

Date

Signature of Parent/Guardian

Date



Sunshine Behavioral Health LLC

(HIPAA Agreement)

Health Insurance Portability and Accountability Act

Due to new Federal Mandates called Health Insurance Portability and Accountability Act, or HIPAA, healthcare providers are now required to obtain patient consent for the release of private health information.

I give Sunshine Behavioral Health Center, LLC, consent to release private health information solely for the benefit of my continued quality healthcare (mental health). Healthcare information to be released to my primary care physician, specialist physicians, and mental health professionals directly involved in my mental health treatment team. For this purpose, private health information is defined as personal information, assessment and evaluation findings, financial estimates, filing of insurance claims, and/or treatment either proposed, underway or completed. (____ **initials**)

I also give SBHC permission to leave reminders and/or other pertinent messages at my home, and/or answering machine, email or at my place of employment, per my request, and/or to contact me by postcard or letter. (____ **initials**)

I understand that any information that has already been disclosed was not protected by this document. I also understand that I may revoke this authorization, in writing, at any time.

Signature

Date