

## Notice of HIPAA Privacy Practices

This notice describes how medical information about you may be used by Great Basin Behavioral Health (GBBH) and disclosed and how you can get access to this information. **Please read this section carefully. At any time, you may receive a copy of this agreement.**

The Health Insurance Portability & Accountability Act of 1996 (HIPAA) is a Federal program that requests that all medical records and other individually identifiable health information used or disclosed by us in any form are kept properly confidential. HIPAA gives you the right to understand and control your protected health information (PHI). There are penalties when PHI is misused.

GBBH is required to maintain the privacy of your health information and can release PHI only for the purposes of treatment, payment, or health care operations. Treatment means providing, coordinating, or managing health care and related services by one or more healthcare providers. Payment means obtaining reimbursement for services, confirming coverage, billing and collections, and utilization review. Health Care Operations includes conducting quality assessments and improving activities, auditing, cost management analysis, and customer service. GBBH may also release PHI for law enforcement or other legitimate reasons.

We may also create and distribute de-identified health information by removing all references to PHI. We may contact you to provide appointment reminders via email, phone or text, information about alternative treatments, health-related benefits and services, and fundraising communications that may be of interest to you.

Disclosure of PHI will be made following written authorization from you. This may include disclosure of psychotherapy notes, marketing materials, sales of PHI under HIPAA, or other disclosures not included in this notice. You can revoke such authorization and we will abide by that written request, except to the extent that we have already taken actions relying on your prior authorization.

You have the right to request restrictions on certain uses and disclosures of PHI, including those related to family members, other relatives, personal friends, or any others identified by you. We are, however, not required to honor a request restriction except in limited circumstances, which we shall explain if you ask.

You have the right to reasonable requests to receive confidential communications of PHI by alternative means and locations. You have the right to copy and inspect your PHI. You have the right to amend your PHI. You have the right to receive an accounting of disclosures of your PHI. You have the right to obtain a paper copy of this notice upon request. You have the right to be advised of your unprotected PHI that is disclosed.

If you pay for services privately, you have the right to request that we do not disclose PHI related to your health plan. We will accommodate this request, except where required to disclose by law.

This notice is effective as of January 1, 2014 and it is our intention to abide by the terms of the Notice of Privacy Practices and HIPAA Regulations currently in effect. We reserve the right to change the terms and to make the new notice provision effective for PHI that we maintain.

If you feel that handling of your PHI has been violated, you have the right to file a formal, written complaint with the Department of Health and Human Services, Office of Civil Rights. We will not retaliate against you for filing a complaint.

## Confidentiality in Therapy, Client Rights, and Responsibilities

Professional ethics and state laws prevent therapists from telling anyone else what is shared in therapy without written permission. There are exceptions to this rule, when therapists must break confidentiality. These exceptions are outlined below for your review.

- **When you or other individuals are in physical danger, I must report this. Specifically, I will report if I believe:**
  - You are threatening serious harm to another person.
  - You are seriously threatening to harm yourself and/or your life or health is in grave danger.
  - You may be abusing a child, an elderly person, or a disabled person. “Abuse” means to neglect, hurt, or sexually molest another person.
  
- **If you become involved in a court case or proceeding, you can prevent me from testifying in court about what you have told me. However, there are some situations where a judge or court may require me to testify:**
  - Child custody or adoption proceedings, where your fitness as a parent is questioned or in doubt.
  - In cases where your emotional or mental condition is important information for the court’s decision.
  - During a malpractice suit filed against me or another professional.
  - In a civil commitment hearing to decide if you will be admitted to or continued in a psychiatric hospital.
  - When you are seeing me for court-ordered evaluations and treatment.
  - If you were sent to me for an evaluation by worker’s compensation or Social Security disability.
  
- **In terms of insurance, money, and confidentiality:**
  - If you use your health insurance to pay part of my fees, the insurance company, managed care organization, or your employer’s benefits office can require me to provide information about your functioning in many areas of your life, your social and psychological history, and your current symptoms. I will also be required to provide a treatment plan for your problems and information about your progress in therapy.
  - It is against the law for insurers to release information about our office visits to anyone without your written permission. Although I believe the insurance company will act legally and morally, I cannot control who sees this information after it leaves my office.
  - If you have been sent to me by your employer’s employee assistance program, the program’s staffers may require some information. Again, although I believe they will act legally and morally, I cannot control who sees this information after it leaves my office.
  - If your account with me is unpaid and we have not arranged a payment plan, I can use legal means to get paid. The only information I will give to the court, a collection agency, or a lawyer will be your name and address, the dates we met for professional services, and the amount due.
  
- **Children, families and couples have some special considerations:**
  - When I treat children under the age of 12, I tell their parents or guardians whatever they ask me. As children get older, they assume legal rights. Between the ages of 12-18, most of the details will be treated as confidential. However, parents or guardians do have the right to general information, including therapy progress. I may also have to tell parents or guardians information about others that I am told, especially if I am concerned about harm to the child.
  - When I treat several members of a family, confidentiality can become very complicated. At the start of treatment, we must all have a clear understanding of our purpose and my role. Then we can further discuss confidentiality.
  - If you tell me something your spouse does not know, and knowing this could harm him or her, I cannot keep it confidential and have a strict “no secrets” policy between couples in our care.
  - If you and your spouse have a custody dispute, I will need to know about it. My professional ethics prevent me from doing both therapy and custody evaluations.
  - If you are seeing me for co-parenting, relational, family, or marriage counseling, you must agree at the start of treatment that if you eventually decide to divorce, you will not request my testimony for either side. The court, however, may order me to testify.
  - In couple’s and co-parenting treatment, the medical record “belongs” to the member whose chief complaint brought the couple to treatment. This member has primary control over the contents of the record and who may or may not have access to its contents.
  
- **There are a few other things you should know about confidentiality:**
  - I may sometimes consult with another healthcare professional about your treatment. The other individual is also required to keep your information confidential. Likewise, when I am out of town or unavailable, another therapist will

be available to help my clients. In these situations, I must give the individual some information about my clients.

- I am required to keep records of your treatment.
- I will not record our therapy sessions on audiotape or videotape without your written permission.
- Confidentiality in group therapy is a special situation because members involved in the group are not therapists. They do not have the same ethics and laws, so you cannot be certain that they will not share information you say in a group setting. Violating the privacy of other group members may lead to termination of services.
- If you want me to send information about our therapy to someone else, you must sign a "Release of Information" form.
- A court will not consider any information you tell me and also share outside of therapy, willingly and publicly, protected or confidential.
- If unethical behavior is noted by another behavioral health professional, I may be required to report said behavior to their licensing board.
- Cell phones and email are less secure forms of communication. If you choose to use these forms of communication to communicate with our practitioners, we cannot assure your privacy as well as we can through "landline" based communication or fax.

The rules of confidentiality are complicated! Please keep in mind that we are not able to give you legal advice. If you have special or unusual concerns, and so need special advice, we strongly suggest that you speak with a lawyer to protect your interests legally.

**In the course of care, a client has both rights and responsibilities. Clients have the right to:**

- Be treated with respect and recognition of their dignity and right to privacy
- Receive care that is considerate and respects their personal values and belief system
- Personal privacy and confidentiality of information
- Receive information about their insurance carrier's services, practitioners, clinical guidelines, quality improvement program, and consumer rights and responsibilities
- Reasonable access to care, regardless of their race, religion, gender, sexual orientation, ethnicity, age, or disability
- Participate in an informed way in the decision-making process regarding their treatment planning
- A candid discussion with their treating professionals about appropriate or medically necessary treatment options for their condition regardless of cost or benefit coverage
- Participate in treatment planning (if over the age of 12) and have family members participate in such planning
- Individualized treatment, including
  - Adequate and humane services, regardless of the source(s) of financial support
  - Provision of services within the least restrictive environment possible
  - An individualized treatment or program plan and periodic review of the treatment or program plan
- Designate a surrogate decision maker if they are incapable of understanding a proposed treatment or procedure or are unable to communicate their wishes regarding care
- Be informed, along with their family, of their insurance carrier's rights in a language they understand
- Voice complaints or appeals about their insurance carrier, their provider of care, or privacy practices
- Be informed of the reason for any utilization management adverse determination including the specific utilization review criteria or benefits provision used in the determination
- Have utilization management decisions based on appropriateness of care. Their insurance carrier does not reward practitioners or other individuals conducting utilization review for issuing adverse determinations for coverage or service
- Request access to their Protected Health Information (PHI) or other records that are in the possession of their insurance carrier
- Request to inspect and obtain a copy of their PHI, to amend their PHI or to restrict the use of their PHI, and to receive an accounting of disclosures of PHI

**Clients are responsible for:**

- Providing (to the extent possible) their treating clinician and their insurance carrier with information needed in order to receive appropriate care
- Following plans and instructions for care that they have agreed on with their treating clinician
- Understanding their health problems and participating, to the degree possible, in developing, with their treating clinician, mutually agreed upon treatment goals

## Professional Services and Financial Agreement

### **Treatment Expectations:**

Great Basin values your trust in our services and we value building a strong, healthy relationship between our clientele and our practitioners. In order to maintain this trust and to build this foundation, we believe in maintaining full transparency and accountability. The following expectations are clarified in order to maintain a strong working relationship and avoid misunderstandings and potential conflict in our relationship.

### **Professional Fees and Billing:**

All fees are expected at the time services are rendered. Great Basin accepts cash, check, and credit cards for payment. A receipt is available for your records and may be printed or sent electronically through email. Great Basin is able to keep a credit card on file for billing purposes, and bill services automatically for your convenience. The below rates are billed to insurance. **“In Network” rates are typically lower, as these rates are negotiated with each insurance carrier and vary by insurance company. Ultimately, you alone are responsible for any balance, billing, recoupments, and/or denials from insurance or third-party payors.**

#### **Psychotherapy**

Initial Consultation	\$250
45-60 Minute Individual/Family Session	\$200
Group Session	\$75/group
Grad Student Intern (fee applies to intern’s supervision expense)	\$50/session

\*\*\*Please note that there is an administrative fee of \$.60 per page, plus postage and handling, for copies of medical records, other than those sent to other health practitioners for coordination of care purposes or for records sent to the individual client directly. For individuals requesting their own records and per HITECH, the billable rate for records is a standard \$6.50, plus shipping. Furthermore, there are “add on” codes that are occasionally used in treatment, such as “Interactive Complexity” that is billed in addition to our per-session fees for cases involving the use of additional resources, time, and/or effort, such as those that require contact with outside practitioners (e.g. Probation officers, psychiatrists) or individuals other than the client (e.g. parental involvement that is required due to communicative deficits of a child). Fees related to returned payment (e.g. insufficient funds; credit card chargeback fees) will be forwarded to the responsible party for payment. All available means may be utilized to collect on debts, including the use of credit cards on file, collection agencies, and legal action via small claims court. Prompt payment discounts and/or courtesy credits may be applied if/when applicable in cases involving clients paying for services at the full cash rate. Balances due may be written off at our discretion and on a case by case basis.

### **Insurance Reimbursement:**

Most of Great Basin’s practitioners are contracted with insurance carriers as “in network” providers. If and when this is the case, we will attempt to verify benefits at the time of your initial appointment. However, it is ultimately the client’s responsibility to understand the limitations of insurance reimbursement. **Any amount denied by the client’s insurance carrier would be the financial responsibility of the client. If and when a collections agency becomes involved due to non-payment for services, it is agreed that you will be responsible for any collections related fees associated with your account being sent to a collection agency (typically 30% to 50% of the balance due; the minimum fee for an account being sent to collections is \$50).**

If Great Basin is not contracted with your insurance, our agency is able to provide you with a super-bill that you may submit to your insurance carrier for “out of network” reimbursement.

### **Insurance Credentialing and Billing:**

Some of our practitioner’s bill through their own NPI and/or professional license, whereas others bill insurance through their supervisor and/or our group practice. At times, Explanation of Benefits (EOB’s) may come from your insurance company with a rendering provider name being our group practice name and/or one of our supervising clinicians. **If and/or when this causes concern or is confusing, please contact our office for verbal clarification.** Sometimes, insurance companies create a circumstance where excessive work is required to seek reimbursement for basic services. Great Basin Behavioral takes full responsibility to use every means to seek insurance reimbursement according to our insurance contracts, however, we do have limitations. **Great Basin Behavioral will typically attempt to bill insurance no more than three (3) times per claim.** If we are unable to resolve payment related concerns with your insurance, our agency will turn this responsibility over to the client/guardian to resolve. If and when this is the case, full payment is due for services at that time, unless other arrangements may be made.

**Credit/Debit Card on File:**

When an appointment is made with a Great Basin clinician, this time is set aside and reserved solely for you and your family. Because this time is reserved, it may not be held for other members of our community who are also in need of our services and, at times, may have been referred to other clinicians or placed on a wait list for services.

Please note that the reason behind this policy is to **protect the providers time, not to penalize you financially**. If you are wondering why you should pay for the services you have not received, please consider the fact that when you make an appointment with the provider, you are booking the providers time that is no longer available for scheduling. Your session time is reserved/booked for you. We are rarely able to fill a cancelled session unless we know well in advance. Please note that your insurance will not cover this charge.

**As a condition of reserving/scheduling sessions, Great Basin requires a credit or debit card be kept on file.** This information is kept on an encrypted, offsite server and is made part of your medical record.

**A card number is required to be kept on file.** This number will only be used to collect fees related to late cancelations and/or “no show” fees, coinsurance, deductibles, or other monies due during and/or after services are rendered/completed. Another form of payment may be used during treatment as an adjunct or in place of this credit/debit/HSA card.

**\*\*\* The credit card will be input into our secure database and may be changed at any time\*\*\***

By signing below, I attest that I have provided a credit card that I am authorized to use at the time of initiation of services with Great Basin Behavioral Health and this card may be used at the time of services and/or thereafter to pay for copays, co-insurance, deductibles, and fees associated with the services I have been offered or provided. I also agree to provide a new card if and when needed as a means of securing my appointments with Great Basin Behavioral Health and will inform Great Basin Behavioral Health staff if/when a replacement card may be needed to secure said services.

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Contact Outside of Session:**

Great Basin may be contacted outside of regularly scheduled sessions by phone, mail, or email. Great Basin practitioners strive to be available within a reasonable timeframe, which we define as within 24 business hours (e.g. during the traditional M-F workweek, during daytime hours, and closed for major holidays). **Emergencies that cannot wait for a return call should be directed to the Crisis Call Center at 800-273-8255, West Hills Hospital at 775-323-0478, or 911. Great Basin Behavioral Health does not have clinicians “on call” outside of regular hours, which are typically weekdays from 8am to 6pm.**

Excessive contact or requests for significant out of session support services (e.g. phone consult, written letters, and etcetera’s) beyond a 5-minute time obligation will lead to the expectation for reimbursement at a prorated rate of **\$2 per minute**, which may not be covered by insurance, and at the discretion of each practitioner. If requested for legal consultation, documentation, paperwork, court orders, subpoenas, and/or court appearance, the expected reimbursement rate is **\$300/hour for both preparation and presentation/testimony for each member involved throughout the agency**, plus travel expenses beyond 25 miles. FMLA paperwork will incur a flat fee of \$25 per instance.

**Telehealth Services and Confidentiality**

Great Basin is proud to offer Telehealth mental health services. This is an option for many of our clients who cannot present in person for a variety of reasons, including illness or injury, weather, work/scheduling limitations, geographical distance (e.g. living in another county), or severe panic/agoraphobia. Some restrictions apply, please consult our office staff for details if you are interested in this service line.

I understand that Telehealth services include consultation and treatment using interactive audio, video, and data communications. I understand that my rights are no different than if I were attending therapy in person and are reflected in the initial consent to treatment however some exceptions exist:

- We utilize a HIPAA compliant Telehealth service that is secure and encrypts file sharing, video, and audio
- You are responsible for ensuring privacy and confidentiality on your end of the transmission. This is best accomplished by finding a quiet, private room for your session. We cannot guarantee your privacy based on where you decide to conduct the session
- The laws that protect the privacy and confidentiality of your medical record also apply to video-based counseling services
- You agree to be in the state of Nevada at the time Telehealth services are rendered
- In an effort to reduce technical issues you agree that you will be required to download and test your device and internet connection with the approved HIPAA compliant software (Thera-LINK) prior to your first session
- If a session is interrupted by technical difficulties, every effort will be made to reconnect the transmission immediately, however, please understand that the session may need to be rescheduled
- Sessions are not to be recorded in any way without prior written consent by yourself and/or your therapist
- You agree and understand that during the first Telehealth session, you will be asked to provide information that allows your therapist to get appropriate emergency personnel to your location, if needed. This information includes, but is not limited to:
  - o Emergency Contact Person(s)
  - o Your physical location
  - o Assurance that you're located in a comfortable, private place of your home/office

**Therapeutic Lifestyle Change:**

Great Basin clinicians and other professionals often recommend Therapeutic Lifestyle Change (TLC) as part of our treatment approach. This includes, but is not limited to:

- Changes in frequency, intensity and/or duration of physical activity
- Modifications to diet and/or eating habits and/or sleep
- Changes in substance use (e.g. caffeine, alcohol, tobacco, drugs, and etcetera)
- Inclusion in activities outside in natural settings (e.g. walking outside near a river; hiking in the foothills)
- Involvement in social activities with local and/or online entities

It is the responsibility of the individual client and/or guardian to assure medical oversight is obtained via a primary care physician, family practice physician, pediatrician, nutritionist/dietician, or other medical professional prior to and while engaging in TLC. GBBH is not liable for damages, injuries or ailment in relation to client engagement in said activities outside of session and/or outside of the scope of each individual practitioner and their professional area of expertise.

**I have read and understand the sections above, including those on HIPAA, Privacy, Confidentiality, Client Rights and Responsibilities, Attendance and Cancellation Policy, Credit/Debit Card on File Policy, and the Professional Services Agreement of Great Basin Behavioral Health and have been offered a copy of this agreement at the time of signing.**

\_\_\_\_\_  
Client Printed Name

\_\_\_\_\_  
Client Signature and Initials

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guardian Signature and Initials (if applicable)

\_\_\_\_\_  
Date

**If/when a couple presents for services, please initial all forms above and sign below:**

\_\_\_\_\_  
Partner Printed Name

\_\_\_\_\_  
Partner Signature and Initials

\_\_\_\_\_  
Date