

DBT CENTER

OF LAWRENCE

Welcome, and thank you for choosing the DBT Center of Lawrence (DBT Center) to assist you with your behavioral healthcare needs. **Please read the following carefully**, and feel free to ask for clarification should you have any questions.

TREATMENT SERVICES AGREEMENT

CONTACTING PROVIDER: Each provider checks their voicemail on days when they are in the office. They will make every effort to return non-urgent calls during their regular office hours. If your provider is away we may have another provider check messages on their behalf. If you have a medication provider, please call your provider for all medication related calls. If you are having an emergency, please call 911 or go promptly to an emergency room for assistance. You may also call the numbers listed below for additional help:

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| • Kansas Suicide Prevention HQ (KSPHQ) | 785-841-2345 |
| • Bert Nash Community Mental Health Center | 785-843-9192 |
| • Suicide Prevention Hotlines: | 1-800-784-2433 or 1-800-273-8255 |
| • Trans Lifeline | 1-877-565-8860 |
| • Emergency Assistance | 911 |

CANCELLATIONS: In order for the DBT Center to serve current clients, and accept new clients, it is important that clients keep their scheduled appointments or give AT LEAST 24 hours notice if they must cancel an appointment. A late cancellation is any appointment not cancelled with at least 24 hours notice. A missed appointment is an appointment not kept or cancelled. Giving at least 24 hours notice allows us to effectively manage time to best serve clients. We understand that emergencies happen, such as an emergency or unforeseen illness/event. From time to time, we may also need to cancel due to illness, weather, or an emergent situation. We will work to give you as much notice as possible if it is needed to cancel your appointment.

SERVICE FEES

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| • Intake Evaluation | \$200 |
| • Individual Therapy Session | \$150 |
| • 2 hour Group Therapy Session | \$40 |
| • Intern - Intake Evaluation | \$45 <i>(not reimbursable by any insurances)</i> |
| • Intern - Individual Therapy | \$30 <i>(not reimbursable by any insurances)</i> |
| • Intern - Individual Skills Training | \$15 <i>(not reimbursable by any insurances)</i> |
| • Other services, 60 minutes | \$100 <i>(not reimbursable by any insurances)</i> |
| • Binder Fees | \$16 <i>(not reimbursable by any insurances)</i> |

For families participating in our Adolescent DBT program: We recognize that there will be times when adolescent clients are unable to attend DBT group with their parents. If a parent attends group without their adolescent, the responsible party will be billed our standard \$40 group rate because insurance will not cover the service without the client present.

“Intern Services” are skills training and/or therapy services provided by a student intern completing a course practicum experience at the DBT Center. All student interns are directly supervised by one of the DBT Center’s licensed providers. If you hold an active insurance policy with which our center is credentialed, we will bill our usual and customary charges to your insurance plan for all services conducted with a licensed provider present. Client financial responsibility for these billed services will be determined by individual plan benefits indicated by insurance at the time of service. All Skills Groups are led by a licensed therapist.

“Other Services” are preparing written reports, letters, legal cases and/or testimony, and any other services (e.g., emails not related to scheduling or billing, consultation, etc.) not provided during a scheduled appointment. The

exception being coaching calls, (see Orientation Packet for DBT). Payments for such reports or other services are due when the form/letter is completed.

“Binder Fees” cover the cost of creating the skills binders used in group sessions. This is a one time fee that is not covered by insurance.

Copying and/or mailing records have no fee with fewer than 5 pages requested. Beyond that threshold there is a charge of 25 cents per page plus postage to cover costs and staff time.

ELECTRONIC HEALTH RECORD: The DBT Center uses an electronic health record (EHR) called Valant. Valant is a cloud-based software program specifically designed for behavioral health practices, agencies, and clinicians. Valant is an encrypted program meeting HIPAA and legal requirements concerning protected health information (PHI) of clients. Valant provides the DBT Center the ability to hold your clinical record, to bill insurance, to process credit card transactions and hold that information for future debits, to schedule appointments, and to provide access to an interactive client portal.

BILLING & PAYMENTS: Payments, including all co-pays, deductibles, coinsurance and out of pocket costs, are due in full at time of service.

If an account exceeds \$500, we reserve the right to postpone future appointments and ask for a good faith payment before the next session is scheduled. The amount can be determined based on client need and collaboration with office staff. The DBT four-miss rule still applies to absences for this reason.

We do not want to create an undue financial burden on clients. Therefore, we will require clients with no payment history for the past 90 days to create a payment plan with our billing staff for balances above \$1000 before the next session is scheduled. We will still provide crisis services to active clients.

Returned checks are subject to a \$25 return check fee. If payments are not made on your account balance for 90 days, a \$50 collection fee will be assessed, and your account will be turned over to a collection agency. Accounts turned over will be responsible for collection costs, including but not limited to collection fees, court costs, and attorney fees.

INSURANCE REIMBURSEMENT: At this time the DBT Center has contracted with a small number of insurance companies. If you would like to use your insurance benefits we will submit a claim on your behalf to your insurance company. In order to submit the claim we will need you to provide your insurance information and to authorize the DBT Center to bill your insurance.

It is your responsibility to call your insurance company, the number is on the back of your insurance card, to know your benefits and to get prior authorization, if needed. Some, but not all, insurance companies require a pre-authorization and will give you an authorization number to present to your provider at the first session. If this is required by your insurance, and you do not obtain the authorization number, you may incur charges that your insurance company will not pay. Therefore, you would be responsible to pay for those charges. We are network providers for some insurance companies, but not all. Contact your insurance company to confirm that your provider is an in-network provider, or if the plan allows out-of-network benefits.

It is your responsibility to notify the DBT Center of any changes to your insurance coverage and mailing address in a timely manner.

Please be aware that some insurance companies will only pay for one service per date of service (i.e., doctor’s appointment, or therapy appointment) on the same day. Be aware of the limitations of your plan. **If you see another doctor or provider on the same day that you meet with your DBT Center provider, you may have to pay our full fee out of pocket.**

Superbill option. Though we may not take your insurance, if you are still interested in services then we can provide you with what is called a superbill. This is a service statement which includes necessary information (i.e., diagnosis, service code, date of service, provider information) should you desire to submit your own claim to your insurance company to see if they will reimburse you for our services.

Client election to self-pay for services. Some clients choose to “pay-out-of pocket” (i.e., self-pay) to avoid issues related to the insurance industry. For example, a mental health diagnosis must be given when insurance is used in order for the insurance company to process claims. Another issue is that your diagnosis may be stored in the Medical Information Data Bank, which is accessible to all US insurers. Insurance companies make a point of stating that they *do not* guarantee payment for the services you receive. A determination will be made once a claim is submitted and processed. When making determinations, some companies may ask for chart notes and/or a review of your complete history, symptoms and therapy progress to date. This review is conducted by one of their case managers or a staff psychiatrist to make a determination. Services must also be determined to be “medically necessary” for an insurance company to pay. Many reasons people seek counseling are not generally considered medically necessary, such as relationship difficulties, life changes or life stresses, losses, personal growth issues, or learning coping skills. Only mental health disorders diagnosable using the Diagnostic and Statistical Manual of Mental Disorders (5th Ed.) will be considered by the insurance company to pay for services. If your claim is then denied, and you disagree with their determination, you can challenge their denial through the company’s appeals process. If they continue to rule against you, you will be responsible for the full charge for services.

NO SURPRISES ACT: You have a right to receive a “Good Faith Estimate” explaining how much your medical care will cost. Under the law, health care providers need to give **patients who don’t have insurance or who are not using insurance** an estimate of the bill for medical items and services.

You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency items or services. This includes related costs like medical tests, prescription drugs, equipment, and hospital fees. A Good Faith Estimate shows the costs of services that are reasonably expected for the services to address your mental health care needs.

The Good Faith Estimate does not include any unknown or unexpected costs that may arise during treatment. You could be charged more if complications or special circumstances occur. If this happens, federal law allows you to dispute (appeal) the bill.

If you are billed for \$400 more (per provider) than this Good Faith Estimate (GFE), you have the right to dispute the bill

You may contact the DBT Center of Lawrence and Kansas City, LLC at the contact listed above to let them know the billed charges are at least \$400 higher than the GFE. You can ask them to update the bill to match the GFE, ask to negotiate the bill, or ask if there is financial assistance available.

You may also start a dispute resolution process with the U.S. Department of Health and Human Services (HHS). If you choose to use the dispute resolution process, you must start the dispute process within 120 calendar days (about 4 months) of the date on the original bill.

There is a \$25 fee to use the dispute process. If the agency reviewing your dispute agrees with you, you will have to pay the price on this GFE. If the agency disagrees with you and agrees with the health care provider or facility, you will have to pay the higher amount.

For questions or more information about your right to a Good Faith Estimate or the dispute process, visit www.cms.gov/nosurprises.

This GFE is not a contract. It does not obligate you to accept the services listed. Keep a copy of your Good Faith Estimate in a safe place or take pictures of it. You may need it if you are billed a higher amount.

TELETHERAPY SERVICES: There are potential benefits and risks of video-conferencing (e.g. limits to patient confidentiality) that differ from in-person sessions. Confidentiality still applies to teletherapy services, and sessions will only be recorded with permission from both parties given prior to the session.

The DBT Center currently conducts group skills training via Zoom and individual therapy via Zoom, doxy.me, and FaceTime. If needed, please ask your individual therapist for directions on how to access/use these platforms. For video conferencing, you will need to use a webcam or smartphone during the session. Any phone may be used for telehealth sessions without video. In case of technical difficulties, we need a back-up plan (e.g. phone number where you can be reached) to restart the session or reschedule it.

To protect the confidentiality of all group members, it is important to use a secure internet connection rather than public/free Wi-Fi and be in a quiet, private space that is free of distractions (including cell phone or other devices) during the session. It is important to be on time. If you need to cancel or change your tele-appointment, you must notify the therapist in advance by phone or email.

If you are not an adult, we need the permission of your parent or legal guardian (and their contact information) for you to participate in teletherapy sessions.

In order to ensure that your telehealth/videoconference sessions will be reimbursed by your insurance provider, you should confirm with your insurance company prior to the session; if they are not reimbursed, you are responsible for full payment.

In case of an emergency or crisis, we need a safety plan that includes at least one emergency contact and the closest ER to your location. Your therapist may determine that due to certain circumstances, teletherapy is no longer appropriate and that we should resume our sessions in-person.

LIMITS OF CONFIDENTIALITY: All communications between you and the DBT Center staff are privileged and confidential. In almost all situations, staff will only release information about your treatment if you sign a written Authorization form in advance. **Your signature on the Informed Consent form provides consent for the following:**

- Consultation between your assigned therapist and other DBT Center providers concerning your care.
- Other DBT Center providers will have access to your clinical records through our cloud-based EHR.
- Staff may use a fax machine, cell phone, or cordless phone to correspond with those whom you have given written permission for your provider to consult. The DBT Center of Lawrence cannot ensure confidentiality of communication on cell or cordless phones.

There are some situations in which your provider and/or staff is legally obligated (i.e., mandated reporting) to take action without your consent, or be required to disclose information without your authorization:

- **Emergencies.** Sufficient information may be shared to address an emergency situation you are facing.
- **Danger to Self or Others.** If we believe that you are an immediate danger to yourself or others, we may disclose health information about you to the authorities, as well as alert any other person who may be in danger.
- **Child/Elder/Dependent Abuse or Neglect.** We may disclose health information about you related to the suspicion of child, elder, or dependent abuse or neglect.
- **Danger to Others or Criminal Activity.** We may disclose health information if a crime is committed on our premise, against our personnel, or if we feel we are in danger.

- **Terrorism or National Security.** We may release health information about you to authorized federal officials as authorized by law in order to protect the President or other national or international figures, or in cases of national security (Patriot Act, 2001).
- **Judicial and Administrative Proceedings.** We may disclose your personal health information in the course of a judicial or administrative proceeding in response to a valid order or other lawful process, including if you were to make a claim for Workers' Compensation or disability.
- **Legal Disputes.** Should a client decide to sue the DBT Center of Lawrence, any of their information pertaining to the legal case can and will be used in the defense of the DBT Center of Lawrence.

The DBT Center will make every effort to fully discuss any obligatory release of information with you in advance, and limit disclosure to what is legally necessary. If you have questions about confidentiality, please ask.

PROFESSIONAL RECORDS: The laws and standards of our professions require Protected Health Information (PHI) about you to be kept in your clinical record. You have a right to access, obtain, or review your records if you wish. If you choose to exercise this right, it is recommended that you review your record with your provider, so that they can assist in interpreting the recorded information for you. If desired, you may request a summary from your provider. **Please be aware, you will be charged for time spent responding to requests for such information.** If you request records for sessions that have included another person such as your partner or child, we are required to block out any part of the record that pertains to anybody but you.

TERMINATION POLICY: Clients are under no obligation to continue services and may terminate services at any time. Should you desire to terminate services, it is recommended that you discuss this directly with your provider. If you and/or your provider determine at any point that they are not the best clinician to address your problems, your provider will make every effort to find an appropriate referral. If you fail to make or keep a follow up appointment for a period of four consecutive sessions, your provider will conclude that you have terminated the client-therapist relationship and will take you out of their current caseload list and make no further outreach attempts. In this situation, should you desire to resume therapy services with your assigned provider, you will need to make a new formal submission. If this occurs after six months a new intake would be required. If you contact us prior to the six month time period, your current therapist may not be available and your assignment would be discussed by the treatment team in order to find placement with a provider that is covered by your insurance, providers' current caseloads, and others who may already be waiting to be served. If a waiting list exists your name would be placed on it and you would be called when an opening is available.

Extended absences. At times clients may need to take an extended leave of absence from the therapy process. For example, students and/or individuals who take a summer vacation each year or require surgery with an extended recovery period. Clients will inform their assigned therapist of the need for the extended absence as soon as possible. Collaboratively, you and your assigned therapist will decide how and whether coaching calls/texts will be managed during the absence, and how you might obtain treatment should your symptoms worsen during your absence.

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Client Portal, Text, and Email Messaging Consent Notification

Risk Factors and Responsibilities

Among general text/email messaging risks are the following:

- Text/email messages can be immediately broadcast and received by many unintended recipients
- Recipients can forward client text/email messages to others without the original sender's permission or knowledge
- Users can easily misaddress client text/email messages
- Client portal/text/email messages are easier to falsify than handwritten or signed documents
- Backup copies of client portal/text/email messages may exist even after the sender/recipient has deleted their copy
- Clients who send/receive client portal/text/email messages from their place of employment risk having their employer read their client portal/text/email messages

The DBT Center Procedures:

- Client portal/text/email messaging communication between a client and DBT Center personnel containing information pertaining to the client's diagnosis and/or treatment may be included in the client's medical record.
- Clients should not use client/portal/text/email messaging in an emergency because the DBT Center cannot guarantee that any particular client portal/text/email message will be read and responded to immediately.
- The DBT Center will use reasonable means to protect the security and confidentiality of client portal/text/email message information. **Because of the risks outlined above, the DBT Center cannot guarantee the confidentiality and security of client portal/text/email message communication.**
- The DBT Center may forward client portal/text/email messages amongst office personnel as necessary for diagnosis, treatment, and reimbursement. The DBT Center will not forward the client portal/text/email message outside of office personnel without the consent of the client and following established consent and confidentiality procedures excluding emergency situations and limits to confidentiality..
- The DBT Center cannot guarantee a response to a client-initiated client portal/text/email message.
- **Because some medical information is so sensitive that unauthorized disclosure can be very damaging, clients should not use client portal/text/email messaging for communications concerning their diagnosis or treatment of AIDS/HIV infection or other transmittable or communicable diseases.**
- If the client consents to the use of client portal/text/email messaging, they are responsible for informing the DBT Center of the specific information the client does not want to be sent by client portal/text/email message.
- The DBT Center cannot guarantee that electronic communications will be private. The DBT Center will take reasonable steps to protect the confidentiality of client client portal/text/email messages but is not liable for improper disclosure of confidential information caused by the gross negligence or wanton misconduct of some other person not affiliated with the DBT Center.
- Client is responsible for protecting their password or other means of access to client portal/text/email message sent/received from the DBT Center to protect confidentiality. The DBT Center is not liable for breaches of confidentiality caused by the client.

You may withdraw consent to the use of client portal/text/email messaging at any time by written communication to the DBT Center.