



## OFFICE AND FINANCIAL POLICY AGREEMENT

Thank you for choosing Therapeutic Services Agency, Inc. (TSA) as your mental health care provider. The following is a statement of our Office and Financial policy. You will acknowledge your agreement to these policies on a separate signature page. This signature page will become a part of your health record. We are happy to discuss further questions or remaining concerns you may have now, or at any time in the future.

**Mental Health Services:** As a client of mental health services, you have certain rights and responsibilities which are important for you to understand. There are also legal limitations to those rights of which you should be aware. These rights and responsibilities will be explained further in this document, as well as in our Client Bill of Rights and HIPAA Notice of Privacy Policy documents.

**Benefits and Risks:** Receiving mental health services may involve discussing unpleasant and difficult aspects of your life and/or challenge you or your minor child in new ways. This can sometimes lead to uncomfortable feelings such as sadness, anger, guilt and frustration. However, mental health services have been shown to have benefits such as improved relationships, solutions to problems and decreased stress. There is no guarantee as to what will happen or what the outcome of your mental health services will be. Mental health services require a very active effort on your part. If you feel the services you are receiving are not benefiting you, you may address these concerns with your provider who will help you find alternative or additional services.

**Confidentiality:** Federal and state law, as well as ethical codes, protect the privacy of both your identity as a client of TSA and the information you share with us. TSA providers may only disclose protected health information about you and/or your treatment to others when you sign a Release of Information form. You may revoke, in writing, such authorizations at any time. However, there are exceptions to confidentiality and times when your authorization is not required for us to disclose information. Below is a summary of those exceptions (for further information and detail, please refer to the HIPAA Notice of Privacy Practices document):

- When state law mandates the report of suspected abuse or neglect of a child or vulnerable adult, or prenatal exposure to drugs and alcohol.
- When failure to disclose the information presents a clear, present, and imminent danger to the health or safety of any individual (including, but not limited to, the threat of suicide or homicide).
- When the courts or other regulatory agencies subpoena records, or when disclosure is required by federal, state, or local law (i.e., lawsuits, legal action, workers compensation claims).
- When TSA is operating within their daily organization needs; billing for service, insurance claims, quality assurance, determining eligibility, improvement activities, business related activities, appointment reminders, etc.

**NOTE:** The recording of sessions in any form (video, audio, etc), without explicit written consent of all parties involved, is prohibited.

**Mental Health Services with Minors:** Parents have the right to access their minor child's records. If a mental health provider feels harm may come from records being released, your provider may withhold the information which could cause harm. All minor clients under the age of eighteen (except when the minor is married, living apart from their parents and providing for their own financial needs, or has given birth to a child) must have consent of their parent(s)/guardian(s) to receive on-going mental health services.

**Records:** TSA maintains all records related to your treatment by electronic means on a secure server maintained by Procentive, Inc. Except in unusual circumstances, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and/or upsetting to untrained readers. For this reason, TSA recommends you initially review them with your mental health provider. You may be charged an appropriate fee

for requests of personal records. You have the right to request your record be amended to add information to make it more accurate or complete. TSA may not release records obtained from another agency.

**Telehealth Services:** TSA offers mental health services via telehealth. TSA's telehealth services use HIPAA compliant software, which allows direct audio and visual communication over individual computers. TSA recognizes that telehealth can be an effective model of service provision for many situations; however, there are some circumstances that telehealth is not an appropriate way to receive services. TSA reserves the right to decide not to offer and/or to discontinue services via video conferencing. When engaging in telehealth services, you are agreeing to the following:

- I agree to download the HIPAA compliant video conferencing software onto my computer or phone when necessary
- I agree to provide names of emergency contacts, with whom my provider has my permission to communicate in the event that my provider has concerns for my immediate safety
- I understand that internet connectivity is beyond the control of the therapist, and that in the event of connectivity failure, the therapist will respond with the established protocol.
- I understand that the therapist providing services will be in a private location and will be the only person accessing the information on the computer. (When necessary, a language interpreter may also be present.)
- I understand and agree that I (we) will be in a private location and only the identified clients will be in the room accessing the information on the computer. (When necessary, a language interpreter may also be present.)
- I understand and agree that my insurance provider will be billed by TSA for the services provided using telehealth.
- I understand and agree that my therapist may make the determination to discontinue telehealth services if she or he determines that the mental health services via telehealth are no longer an effective model.

**Termination:** You have the right to end services at any time, for any reason. We encourage you to call and schedule a final session with your provider. There are times when TSA may discharge you from services. These situations include:

- If you have excessive no-show appointments or cancelled appointments without 24hour notice.
- If you have not scheduled or attended appointments for 90 or more days.
- If your provider believes there to be a conflict of interest, it becomes medically necessary for you to be referred to a higher level of care, or you are no longer benefitting from the therapeutic relationship.
- You are a safety risk to agency staff or other clients.
- You have not followed through on the financial agreements described below.

Upon termination, TSA will provide you with viable alternatives to seek treatment from another qualified mental health service provider when required by professional standards or requested by you.

**Appointments:** TSA requests that you provide 24-hour notice to cancel an appointment. This allows our provider to offer that appointment time to another individual. At the discretion of TSA, your services may be discontinued due to excessive failed appointments or late cancels. TSA considers three 'no show' or 'late cancel' appointments excessive. Any exceptions to this policy may be discussed directly with your provider.

**Insurance:** As a service to our clients, TSA will submit claims to your insurance provider on your behalf. It is your responsibility to inform TSA of all insurance policies in effect and of any changes to your insurance coverage, after you start services.

**Good Faith Estimate:** Under the law, health care providers are required to give clients who do not have insurance, or who are choosing not to use their insurance, an estimate of the expected charges for medical services, including psychotherapy services. You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency healthcare service. If you receive a bill that is at least \$400 more than your Good Faith Estimate, you may dispute the bill.

**Payments:** All copays are due at the time of service. Co-insurance and deductibles are due upon receipt of statement. We accept cash, check, debit or credit cards. Arrangements may be made, when necessary, for clients

who are unable to make a payment in full for their balance due by making arrangements with the Business Office only. Failure to make agreed upon payments may result in the suspension or termination of services. Active client accounts with a balance due will be reviewed on a monthly basis by the Billing Department.

In divorce and/or custodial situations the parent who brings the minor child in for services will be responsible for all payments. Court ordered financial arrangements must be worked out between the parents of the children. Please refer to TSA's Divorce, Custody and Separation Policy for additional information.

**Grant Funded/Supported Services:** If a client is receiving services that are connected to grant funded/supported services, TSA is required to submit deidentified information into the state system for data collection purposes.

**Collections:** TSA reserves the right to employ a collections agency for overdue balances. In the event this occurs, services will be suspended.

**Emergency Services/Crisis:** TSA providers are not available outside their normal working hours. In the event of a mental health crisis or emergency, the East Central MN Crisis Help Line at 1-800-523-3333 or the Suicide & Crisis Lifeline by dialing or texting 988 or via chat at 988lifeline.org, The Deaf Crisis Line at 321-800-3323, or text MN to 741741. You can also call 911.

**Communication:** Face -to-face communication is always most effective and the most confidential way to communicate with your TSA provider. It provides opportunity for less confusion, misunderstandings, and clarity in the moment, rather than waiting for a response via other forms of communication. It also is the most HIPAA compliant way for providers and clients to communicate. However, we recognize not all things can wait until the next face-to-face opportunity, to be communicated. Phone calls are the next best thing to face-to-face conversation. Emails and texts are convenient; however, TSA cannot assure the confidentiality of that message. If you chose to communicate to your TSA team via email or text, we want you to be aware of the risks involved and we encourage you to limit the content of those conversations.

\*\*Risks of utilizing email or text include, but are not limited to:

- Unencrypted email is not secure and may be breached by a third party
- Senders may easily misaddress emails/texts and send information to the wrong recipient
- Backup copies of emails/texts may exist, even after they have been deleted
- Emails/texts may be intercepted, altered, forwarded, or used without authorization or detection
- Emails/texts may be used as evidence in court
- Emails/texts may become part of the client's clinical record
- Emails/texts are not always reliable and sent or received accurately or in a timely manner
- If emails/texts are on a mobile device, others may have access if stolen, lost, or inappropriately discarded

TSA offers clients the opportunity to receive text or email reminders in place of phone reminders. This is a one-way text/email only. Please do not respond to this text or email.

**Court Proceedings:** It is generally not the expertise of TSA staff to participate in legal proceedings, particularly in making recommendations regarding custody of children. However, if legal action occurs when you or someone else requires your provider's participation in court proceedings via a court order, TSA charges our usual and customary hourly rate, for all time spent to meet obligations, including but not limited to personal preparation, professional consultation, preparation of documentation, attendance at any legal proceeding, etc. For more information regarding TSA's policy on staff testifying in court proceedings, please ask your provider.

**Consultation:** The mental health providers at TSA meet regularly for clinical consultation and supervision. Information about clients may be disclosed in consultation and/or supervision with other TSA mental health providers to provide you with the best possible treatment.

**Safety in Service Delivery:** We are committed to providing a pleasant and safe environment for those we provide services to. TSA is a smoke free campus so please refrain from smoking in our buildings and near our office doors. There are identified locations with receptacles for smoking at our office buildings. TSA also bans guns on its

premises. If a provider is coming to your home to work with you or your family, we ask that you plan to greet the provider when they arrive and that you arrange for adequate lighting so they may approach your home safely. If you have any pets, we kindly request that you contain them so they do not frighten or pose threat to staff.

**Symptoms/Sickness:** TSA is committed to maintaining the health and safety of our clients, staff, and communities. TSA reserves the right to refuse services to any person who presents to an appointment with symptoms that may indicate a transmittable disease such as fever, cough, or runny nose. TSA staff and clients will not engage in in-person services if they have tested positive for COVID-19 and will follow current CDC and medical provider recommendations for quarantine periods upon exposure or positive test results. TSA clients are expected to notify their provider if they have any communicable disease which may be transmitted to other TSA clients or staff.