JSS Behavioral Services

A Center for Family-Focused Behavioral Care

9225 University Blvd Suite E2A North Charleston, SC 29406 Phone: 843.637.4211 Fax: 843.793.3691

Website: www.JSSBehavioral.com

Patient Service Agreement

Welcome to JSS Behavioral Services. This document contains important information about services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment, and health care operations. The Notice explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information as part of your first appointment.

Please read this document carefully and make note of any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us. You may revoke this agreement in writing at any time. That revocation will be binding unless we have taken action in reliance on it: if there are obligations imposed on us 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.

PROFESSIONAL SERVICES

Psychological Assessment

Psychological assessments are conducted for a variety of reasons, including diagnostic clarification, qualification for services, and treatment recommendations. A psychological assessment seeks to provide information about a specific question pertaining to psychological, cognitive, or emotional functioning, using standardized and empirically validated tools chosen by the clinician. The results can be of great value in accessing specialized services, qualifying for educational or occupational accommodations, clarifying the nature of emotional or cognitive symptoms, and designing treatment interventions. Psychological assessments can be intensive, and usually consist of an interview, several testing sessions, a feedback session to go over the results, and the preparation and distribution of a written report.

Psychotherapy

During our initial consultation(s), we will work together to establish the needs, concerns, and goals of your child and/or family. If psychotherapy sessions appear to be appropriate, our first few sessions will involve an evaluation of the needs of your child and/or family. We will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. There are many different strategies we may use to deal with the problems that you and your family hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on the part of you, your child and/or family. In order for the therapy to be most successful, you

and/or your child will have to work on things we talk about both during our sessions and at home. Therapy involves a large commitment on behalf of the client. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion. It is certainly your choice if you decide not to continue services for your child and/or family.

MEETINGS

Psychological assessments generally consist of an initial intake interview to obtain background information and to clarify what testing may be warranted. If we believe we can be of help to you and if you are interested in retaining our services, the next sessions will include interviews, testing, and/or observations. These sessions typically run between 90 minutes and 4 hours, depending on the referral concerns. Upon the completion of the assessment, we will meet to discuss the findings and recommendations. You will also be provided with a written report including this information.

An appointment is a commitment to our work. We agree to meet here and to be on time. If you are late, we will probably be unable to meet for the full time. During assessment, this can be very troublesome because some measures cannot be stopped midway and being late can potentially delay the entire evaluation.

If psychotherapy is begun, we will usually schedule one 60 minute session per week or biweekly, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. A \$50.00 cancellation fee will be applied to your account if an appointment is cancelled with less than 24-hours notice. Furthermore, if 2 regularly scheduled appointments are cancelled with less than 24 hours notice, your time slot will be offered to another patient. If it is possible, we will try to find another time to reschedule the appointment. Although we make every effort to avoid interruptions and delays, we may occasionally be unavailable for part or all of our regularly scheduled appointments. These possible interferences are sometimes unavoidable. We will try to provide you with a new appointment as soon as possible should this ever occur.

ADDITIONAL PROFESSIONAL SERVICES

Social Skills Training

Social skills training programs offer children and adolescents the opportunity to learn a variety of functional social skills. Completion of an initial screening is essential to the planning and evaluation process. Parents are provided feedback throughout the program.

Behavioral Parent Training

Parent training programs are designed to help parents learn effective, evidence-based behavior management techniques to increase positive interactions with their child. Parents will learn specific strategies that will enable them to reduce the occurrence of their child's challenging behavior and increase socially appropriate responses. Behavioral Parent Trainings are available for parents via a group format or on an individual basis.

Functional Behavior Assessments (FBA) & Behavior Intervention Plans (BIP)

A Functional Behavior Assessment is a problem-solving approach to understanding a child's challenging behavior. Through the collection of data (interviews and systematic observations of the child at school or home), an FBA can identify problem behaviors, pinpoint what "triggers" problem behavior, and the items, events and/or individuals that are maintaining or reinforcing the behavior. Once the behavior has been clearly identified and the data has been collected, a Behavior Intervention Plan (BIP) is developed. A BIP is an actual plan that is created to improve behavior using specific interventions, classroom modifications, and by altering antecedent events. The focus of the plan is to teach the student new behaviors and skills to reduce behaviors of concern. A BIP typically uses positive reinforcement techniques and can be extremely helpful for children in special education and regular education programs.

Consultation

We offer a variety of consultation services and trainings for families, school staff, and agencies.

CLINICAL STAFF

Jeffrey S. Selman, Psy.D., BCBA-D, NCSP: Director of Clinical Services

Jana Risch, LISW-CP: Therapist

Kelly Quarles, M.Ed., LPC-I, NCC: Therapist

Rachel Roberts, MA: Therapist

Hillary Rolston, MA, Ed.S.: Assessment Specialist

In order to meet the needs of our clients, JSS Behavioral Services often relies on a staff of professional consultants and clinicians. As such, some services may be provided by clinicians-in-training and other trained professionals, under the supervision and management of Dr. Selman.

CONTACT INFORMATION

We have an administrative team that handles scheduling, as well as questions regarding billing, insurance, records, etc. Due to our work schedule, we are often not immediately available by telephone. While we are usually in the office between 8 AM and 7 PM, we probably will not answer a direct call when we are with a patient. When we are unavailable, please leave a message. We will make every effort to return your call within 24 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform us of some times when you will be available. If we will be unavailable for an extended time, we will provide you with the name of a colleague to contact, if necessary.

If you are unable to reach us and feel that you can't wait for us to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. In case of emergency (e.g. you, your child and/or a member of your family needs immediate help to maintain his/her safety) you may call 911 or the Mobile Crisis Hotline at (843) 414-2350, which can respond 24 hours per day.

PROFESSIONAL FEES

We charge for all professional services. You will be expected to pay for each session at the time of service, unless we agree otherwise beforehand. Fees vary between \$90.00 and \$210.00 per hour depending upon the service and are subject to change with advance notice. Individual client phone calls will be billed at a prorated hourly rate after 15 minutes. The rates for trainings and presentations will depend on the topic, length of time to prepare, and travel costs. Fees will be negotiated and paid in advance.

If you become involved in legal proceedings that require our participation, you will be expected to pay for our professional time even if we are called to testify by another party. Because of the difficulty of legal involvement, we charge \$250.00 per hour for preparation and attendance at any legal proceeding.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage which requires another arrangement. Cash and credit card payments are also acceptable. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, we may be willing to negotiate a fee adjustment or payment installment plan.

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

Insurance Reimbursement

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. We will provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our fees. It is very important that you find out exactly what mental health services your insurance policy covers.

If we are not a provider for your specific insurance company, we will not be considered an "in network" provider; we will be considered an "out of network" provider. You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course we will provide you with whatever information we can based on our experience. If it is necessary to reduce confusion, we will be willing to call the company on your behalf.

If we are a participating provider in your health insurance plan, you have already given our administrative staff permission by phone to contact your insurance company and verify your benefits. The payment you make at the visit, known as a "copayment," is specified by the insurance or managed care company. We

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are responsible for obtaining authorization for your visits and for submitting insurance claims. Your contract with your health insurance company requires that we disclose information relevant to the services that we provide to you. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any report we submit, if you request it. By signing the Acknowledgement Sheet, you agree that we can provide requested information to your insurance company.

If we are a participating provider in your health insurance plan, we would be unable to continue providing you with services if one of the following events occurs. If one of the following events occurs, we will do our best to help you find another provider. (1) You instruct us not to send requested information to insurance or managed care companies. This could result in claims not being paid. (2) Your insurance company fails to make payments on claims. (3) Your benefits end or our contract with your insurance company ends, and your plan does not allow us to continue providing you with services.

PROFESSIONAL RECORDS

The laws and standards of professional psychologists require that we keep Protected Health Information about you in your Clinical Records. Your Clinical Record includes information about your reasons for seeking therapy and/or a psychological assessment, the ways in which these problems impact life for your child and/or family, the diagnosis, the goals that we set for treatment, progress towards these goals, medical and social history, treatment history, any past treatment records we received from other providers, reports from any professional consultations, billing records, and any reports that have been sent to anyone. Except in unusual circumstances that involve danger to yourself and/or others or where information has been supplied to us confidentially by others, or the record makes reference to another person and we believe that access is reasonably likely to cause substantial harm to such other person, you may examine and/or receive a copy of your Clinical Record, upon written request. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in our presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, we charge a copying fee of \$.075 per page (and for certain other expenses). If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon your request.

In addition, we may also keep a set of psychotherapy notes. These notes are for our own use and are designed to assist in providing your child and/or family with the best treatment. While the contents of psychotherapy notes vary from patient to patient, they can include the contents of our conversations, our analysis of those conversations, and how they impact your therapy. They may also contain particularly sensitive information that you, your child and/or family may reveal during sessions that is not required to be included in your Clinical Record. These psychotherapy notes are kept separate from your Clinical Record. They are not available to you and cannot be sent to anyone else, including insurance companies,

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without your written, signed authorization. Insurance companies cannot require your authorization as a condition of coverage, nor penalize you in any way for your refusal.

MINORS & PARENTS

The law allows parents of unemancipated patients under 18 to examine their child's clinical record, unless we decide that such access is likely to injure the minor, or there is an agreement otherwise. For children between 13 and 18, because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is often my policy to request an agreement from parents that they agree to give up access to their child's records. If they agree, during treatment, we will provide them only, at the parent's request, with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. We will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless we feel that the child is in danger or is a danger to someone else, in which case, we will notify the parents of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

LIMITS OF CONFIDENTIALITY

The law protects the privacy of all communication between a patient and a therapist. In most situations, we can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPPA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- ❖ We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of our patient. The other professionals are also legally bound to keep the information confidential. If you do not object, we will not tell you about these consultations unless we feel that it is important to our work together. We will note all consultations in your clinical record.
- ❖ We employ administrative staff. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. 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.
- ❖ We may have contracts with an electronic billing service. As required by HIPAA, we have a formal business associate contract with this business in which it promises to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, we can provide you with the name of this organization and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

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There are some situations where we are 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 the professional services that we provided you, such information is protected by the psychologist/counselor-patient privilege law. We cannot provide any information without 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 us to disclose information.
- ❖ If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- ❖ If a patient files a complaint or lawsuit against me, we may disclose relevant information regarding that patient in order to defend myself.
- ❖ If we are providing treatment for conditions directly related to a worker's compensation claim, we may have to submit such records, upon appropriate request, to the Chairman of the Worker's Compensation Board on such forms and at such times as the chairman may require.

There are some situations in which we are **legally obligated** to take actions which we believe are necessary to attempt to protect others from harm, and we may have to reveal some information about a patient's treatment. These situations are unusual in my practice:

- ❖ If we receive information in our professional capacity from a child or the parents or guardian or other custodian of a child that gives me reasonable cause to suspect that a child is an abused or neglected child, the law requires that we report to the appropriate governmental agency, usually the Department of Social Services. If we believe that a child has been or may be abused or neglected by any other person, we must report this to the appropriate law enforcement agency. Once such a report is filed, we may be required to provide additional information.
- ❖ If we have reason to believe that a vulnerable adult has been or is likely to be abused, neglected, or exploited, the law requires that we file a report to the Adult Protective Services Program. Once such a report is filed, we may be required to provide additional information.
- ❖ If a patient communicates an immediate threat of serious physical harm to an identifiable victim, we may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.
- ❖ If a patient threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.
- ❖ If a patient reveals his or her intent to commit a crime, we may be required to take preventative action, such as calling the police.

If such a situation arises, we will make every effort to fully discuss it with you before taking any action, and we will limit our disclosure to what is 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 laws governing confidentiality can be quite complex, and we are not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that we amend your record; requesting restrictions on what information from your Clinical Records 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 my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the notice form, and our privacy policies and procedures.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship. Your signature below also serves as an acknowledgement that you have been offered a copy of our summary of patient privacy notice forms.

PLEASE PRINT:	
Client's Name:	
Your name (parent/guardian)	
PLEASE SIGN:	
Client (or parent/guardian if client is a minor)	Date:
JSS Behavioral Services Clinician	Date:
Jeffrey S. Selman, Psy.D., BCBA-D Licensed Psychologist #1239	Date:

Consent for Treatment

I have read the information contained in this document and agree to abide by its terms during our professional relationship. I understand that I am responsible for payment of any fees which insurance does not pay or cover.
SIGNATURE AND DATE
PRINTED NAME
Insurance Authorization
I authorize the release of any medical or other information necessary to process insurance claims for services rendered. I also request payment of medical benefit to the undersigned physician or party who accepts assignment.
SIGNATURE AND DATE
PRINTED NAME

SOUTH CAROLINA PRIVACY NOTICE FORM

Practices to Protect the Privacy of Your Health Information

I have read and received the information contained in this document and understand how the Health Insurance and Portability and Accountability Act (HIPAA) impacts clinical and medical information about me and how I can get access to this information. I am also aware that should I have any questions concerning this policy I am free to discuss them at our next session or at any time in the future

concerning and points I am need to discuss them at our new session of at any time	
in the future.	
SIGNATURE AND DATE	
PRINTED	

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OBTAINING/RELEASING INFORMATION FORM

I,	_, hereby authorize the staff of JSS Behavi	ioral
Services to obtain/release information pertain	ning to	's
evaluation and/or treatment to/from the follow		
for the purpose(s) of:		
for the purpose(s) or.		
Requested information/documents:		
I have been informed that I may revoke this a	authorization by written or oral communication	ation to
JSS Behavioral Services.		
I certify that this form has been fully explained to me and that I understand its contents.		
Client (or parent/guardian if client is a minor)	Date of Authorization	
Chem (or parent guardian in chem is a million)	Date of Authorization	