

Applied Therapies

And Wellness Center, S.C.

12970 West Bluemound Road, Suite 304
Elm Grove, Wisconsin 53122
Phone – 414-302-1233
Fax – 262-788-9662

AGREEMENT REGARDING CONSENT, POLICIES, SERVICES, AND FEES

GENERAL INFORMATION:

Applied Therapies & Wellness Center, S.C. will provide psychological evaluations, psychotherapy and substance abuse services to children, adolescents, and adults. The mission of the Center is to provide quality and ethical services in a comprehensive manner. The Center works with a variety of experienced professionals with a variety of specialties, such as occupational therapists, speech and language pathologists, nutritionists, etc., in order to provide our clients access and availability to a variety of services to ensure a holistic approach to treatment while addressing mental health needs.

CONFIDENTIALITY AND PATIENT RIGHTS:

As a part of our practice, and in accordance with State Regulations for Clinical Supervision, we regularly collaborate with clinical professionals at Applied Therapies & Wellness Center, S.C. and with our clinic's Consulting Psychiatrist, regarding prescriptions for treatment as well as case reviews. The clinical information discussed in the collaboration process falls under each of our confidentiality guidelines and regulations. By signing this agreement, you acknowledge that you are aware of your rights to privacy, and you acknowledge that you have a right, being a voluntary client, as set forth in the Client Bill of Rights, as listed below, and as posted in the waiting room.

By signing this Agreement, you are acknowledging that you have either received or refused to receive a copy of this agreement, which outlines State and Federal Laws regarding the privacy of your Behavioral Healthcare information during your treatment at Applied Therapies & Wellness Center, S.C.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA), a Federal Law in accordance with State Law, requires our clinic to maintain the privacy and confidentiality of your health information and to inform you of our privacy practices and policies by providing you with these agreements. We must follow the privacy practices as described below. These Notices will take effect May 8, 2007, and will remain in effect until we amend or replace them.

It is our right to change our privacy practices and policies, provided the Law permits the changes. Before we make any significant changes, this legally binding contract will be amended to reflect the changes, and the new notice will be available upon request. We reserve the right to make any changes in our privacy practices and the new terms of our Agreement. We reserve the right to include any and all health information that was maintained, created, and/or received by Applied Therapies and Wellness Center, S.C. under the new Agreement, when applicable.

Applied Therapies & Wellness Center, S.C. will keep your health information confidential, using it only for the purposes listed below:

- **Treatment:** We may use your health information to ensure that the professional services being provided to you are maximized. We have established "minimum necessary or need to know" standards based on each of our staff member's primary job duty. These standards limit members of our staff access to your health information, based on their job function. Everyone on our staff is required to sign a legally binding confidentiality statement agreeing to maintain the confidentiality of all client records.
- **Disclosure:** We may disclose and/or share your health care information with our health care professionals who provide treatment and/or services to you. These professionals required to sign a legally binding confidentiality statement agreeing to maintain the confidentiality of all client information. Your healthcare information may be disclosed to your family, friends and/or other persons that you choose, and authorize Applied Therapies and Wellness Center, S.C. in writing, to be involved in your care.
- **Payment:** We may use and disclose your health care information to seek payment for services we provide to you. This Agreement authorizes our Business Office staff and any parties that are responsible for reimbursing Applied Therapies and Wellness Center, S.C. which may include insurance organizations or other businesses that may become involved in the process of mailing statements and/or collecting unpaid balances, to your health care information. Any and all disclosures will be confidential, and strictly to ensure accurate claims and payments.
- **Emergencies:** In case of emergency involving your safety, care, or concerns to your well-being, including your location or death, we may use or disclose your health information to notify, or assist in the notification, of a family member or person responsible for your care. If possible, we will provide you with an opportunity to object to this use or disclosure of information. Under emergency conditions or the event that you are incapacitated, we will use our professional judgment to disclose only the information directly relevant to your care. We will only release information and take the opportunity to allow a designated person to be advised of your health information after you have signed a Release of Information/Consent Form for this individual.

- **Healthcare Operations:** We will use and disclose your health information to keep our clinic operable. Examples of personnel who may have access to this information include, but are not limited to, our Medical Records staff, Outside Health or Management Reviewers, and individuals performing similar job duties.
- **Required by Law:** We may use or disclose your health information when we are required to do so by law (court or administrative orders, subpoenas, discovery request, or other lawful process.) We will use your information when requested by National Security, Intelligence and other State and Federal Officials, and/or if you are an inmate or otherwise under the custody of law enforcement after you have signed and dated a Release of Information/Consent Form.
- **Abuse or Neglect:** We may disclose your health information to appropriate authorities if we have reasonable believe that you are a possible victim or perpetrator of abuse, neglect, or domestic violence, or the possible victim of other crimes. This information will be disclosed only to the extent necessary to prevent a serious threat to your health or safety to that of others.
- **Public Health Responsibilities:** We will disclose your health care information to report problems with products, reactions to medication, product recalls, disease and/or infection exposure, and to prevent and control disease, injury, and/or disability.
- **Marketing Health Related Services:** We will not use your health information for marketing purposes unless we have your written permission and authorization to do so.
- **Appointment Reminders:** We may use or disclose your health information to provide you with appointment reminders, including but not limited to voicemail messages, postcards, or letters.
- **Worker's Compensation:** We may use or disclose your health information if you file a worker's compensation claim to your employer or its insurer and may be required to testify.

PATIENT BILL OF RIGHTS

As a patient seeking psychological evaluation or psychotherapy services, you have the right to understand the assessment process, treatment risks and benefits, as well as office and billing policies. You have the right to be informed regarding:

1. The benefits of the proposed treatment.
2. The manner in which the treatment is to be carried out.
3. Expected side effects of treatment.
4. Alternative treatment modes.
5. Probable consequences of not receiving treatment.

These issues will be covered in the assessment session. If you feel they have not been clarified to your satisfaction, please inform your provider immediately. Other rights you are granted under the Patient Bill of Rights include:

- Right to be fully informed in writing of all rights and of all rules and regulations governing his/her conduct and responsibilities, and has a right to adequate and appropriate care within the capacity of the facility.
- Right to be fully informed of services available in the facility and of related charges.
- Right to be fully informed by a physician of his/her medical condition, unless medically contradicted by such physician, and so documented in his/her medical record. Each patient is to be given the opportunity to participate in the planning of his/her medical treatment and may refuse to participate in any experimental research.
- Right to choose his/her personal physician, and to use the licensed, certified, or registered provider of health care and pharmacist of his/her choice.
- Right to continuity of care and may be discharged as per treatment consent, and must be given reasonable notice to ensure orderly discharge or transfer. Such action is to be documented in his/her medical record, and she/he will be given an explanation of the need for transfer or discharge. The facility to which the patient is to be transferred must have accepted the patient for transfer, except in a medical emergency.
- Exercise rights as a patient and as a citizen, and my voice grievances and recommend changes in policies and services to the facility staff and/or to outside representatives of his/her choice, free from restraint, interference, coercion, discrimination, or reprisal.
- Right to confidential treatment of personal and medical record, including AODA information contained in any other part of patient's file or in any automatic data bank, and may approve or refuse their release to any individual outside the facility, except in case of transfer to another health care facility for emergency care or as required by law.
- Right to be free from mental and physical abuse, and to be free from chemical and physical restraints except as authorized in writing by a physician for a specified period of time and documented in the medical record, except that physical restraints may be used in an emergency when necessary to protect the patient, staff, or others from injury or to protect property. The patient's physician shall be notified immediately, and authorization for continuing use of physical restraints shall be noted in the medical record. "Physical Restraints" include, but are not limited to, any article, device or garment which interferes with the free movement of the patient and which the patient is unable to remove easily, and confinement in a locked room. The parent or guardian of mentally retarded patients must give his or her informed consent before the patient participates in a behavior modification program involving use of restraints or aversive stimuli.
- Right to be treated with consideration, respect and full recognition of his or her dignity and individuality, including physical and emotional privacy in treatment.

- Right to refuse to perform services for the facility that are not included for therapeutic purposes in the plan of care.
- Right to private and unrestricted communication with his or her family physician, attorney and any other person.
- Right to have reasonable access to a public telephone for private communication.
- Right to meet with and participate in activities of social, religious and community groups at his/her discretion unless medically contraindicated as documented by his/her physician in the medical record.
- Right to refuse any type of treatment our facility offers.

CONFIDENTIAL HANDLING OF HEALTH INFORMATION:

Every patient has the right to the confidential handling of his/her health information. All reasonable requests to receive communication of your health information by alternative means will be granted. The means by which your health information will be received are:

1. U.S. Mail
2. Fax
3. Telephone
4. Electronic Mail (E-Mail)
5. Other: _____

Applied Therapies & Wellness Center, S.C. may use or disclose your Protected Health Information (PHI) for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An "authorization" is written permission above and beyond the general consent that permits only specific disclosures. **This Agreement regarding Consent, Policies, Services, and Fees is good for 12 months from the date of signature on this form.** In those instances when Applied Therapies and Wellness Center, S.C. is asked for information for purposes outside of treatment, payment and health care operations, Applied Therapies and Wellness Center, S.C. will obtain a written authorization from you before releasing this information. Applied Therapies and Wellness Center, S.C. will also need to obtain a written authorization before releasing your psychotherapy notes. "Psychotherapy notes" are notes that our clinicians have made about conversations during a private, group, joint, or family therapy session, which have been kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or Psychotherapy Notes) at any time, provided each revocation is in writing, except under the following conditions: You may not revoke an authorization to the extent that (1) Applied Therapies and Wellness Center, S.C. has relied on that authorization; or (2) the authorization was obtained as a condition of obtaining insurance coverage, and the law provide the insurer the right to contest the claim under the policy.

As a patient at Applied Therapies & Wellness Center, S.C., you are entitled to the following additional rights:

1. **Access:** Upon your signing and dating a written request, you have the right to inspect and acquire copies of your health information (and that of an individual for whom you are a legal guardian). There will be some limited expectations. If you wish to examine your health care information, you will need to complete and submit an appropriate request. Contact your therapist and our Client Rights Specialist for submitting this request. Once the request has been approved by the clinic director(s), an appointment can be made to review your records. It is recommended that all professional records be viewed in the presence of your therapist or forwarded to untrained readers. Copies, if requested, will be \$5.00 for pages 1-5 and \$0.50 thereafter. The employee time charges will be \$25.00 per hour including the time required to locate and copy your health information. If you want the copies mailed to you, postage will be charged. If you prefer a summary or an explanation of your health information, we will provide it for a fee. Please contact the Client Rights Specialist for a fee and/or for an explanation of our fee structure.
2. **Amendment:** You have the right to amend your health care information, if you feel it is inaccurate or incomplete. Your request must be in writing and must include an explanation of why the information should be amended. Under certain circumstances your request may be denied.
3. **Non-Routine Disclosures:** You have the right to receive a list of non-routine disclosures we have made of your health care information. You have the right to a list of instances in which we, or our business associates, disclosed information for reasons other than treatment, payment, or health care operations. You can request non-routine disclosures going back six (6) years starting May 8, 2007. Information prior to that date would not have to be released.
4. **Restrictions:** You have the right to request that we place additional restrictions on our use or disclosures of your health information. We do not have to agree to these additional restrictions, but if we do, we will abide by our agreement (Except in emergencies). Please contact our Client Rights Specialist if you want to further restrict access to your health care information. This request must be submitted in writing.

If you feel your rights have been violated or wish to file a grievance:

- Discuss it with your provider.
- Speak with the Clinic Director at Applied Therapies & Wellness Center, S.C., who can be reached at: 414-302-1233.
- Submit your complaint, in writing, to:
Applied Therapies & Wellness Center, S.C.
Client Rights Specialist
12970 W. Bluemound Road, Suite 304
Elm Grove, Wisconsin 53122

TERMINATION OF TREATMENT SERVICES:

Every patient has the right to terminate the treatment process if and when he or she chooses; however, it is strongly recommended that you have a final session with your provider to discuss the following:

1. Basis for the termination.
2. Recommendations for future or continued treatment.
3. Address any conflicts or concerns.
4. Provide any appropriate referrals.
5. Complete "Satisfaction Survey."
6. Obtain effective closure of the therapeutic relationship.
7. Close out case file.
8. Close out billing/accounting file.
9. Coordinate Medical Records (if applicable.)

It is the desire of each provider to respectfully honor the progress made in the psychotherapy process and to terminate this work in the most productive way possible. Prior to the termination of treatment services, each client will be provided with a "Satisfaction Survey" to be completed and returned to Applied Therapies and Wellness Center, S.C.'s Business Administration staff for review. The survey is to assist the clinic in altering services provided to meet the needs of each patient.

EMERGENCIES:

In case of a clinical emergency you can call Applied Therapies and Wellness Center, S.C. at 414-302-1233. My extension is _____. If I do not get back to you within two hours, you may call the On-Call Therapist at 414-306-2922, Assessment and Referral Hotline at the Milwaukee County Mental Health Complex at 414-456-8295, or Waukesha Memorial Hospital at 262-548-4036. When in a critical emergency situation, go to your local emergency room, or dial 211/911 for immediate assistance.

****BILLING INFORMATION:**

Applied Therapies and Wellness Center, S.C. will bill any psychological evaluations or treatment services rendered through our agency to your insurance company. Practitioners in an outpatient mental health clinic generally do not receive a salary or hourly wage. They rely completely on timely payments from patients and insurance companies to cover their expenses. Applied Therapies & Wellness Center, S.C. will process all insurance claims and payments, and will send you a monthly statement of your account balance if applicable. Any insurance deductible and/or co-payment are your responsibility to pay by check or cash, and are due at the time of service. Any portion of your session fee that is not covered by your insurance is **your** responsibility and is due at the time of service. All personal checks must be made out to Applied Therapies & Wellness Center, S.C. If you have any billing or insurance questions you may contact our Billing Specialist at 414-302-1233. A \$50.00 fee will be charged to your account for any returned checks made out to Applied Therapies & Wellness Center, S.C.

USUAL AND CUSTOMARY FEES:

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| Psychological evaluation Initial Contact | \$250.00/session |
| Psychological Treatment Session/Testing | \$200.00/hour |
| Initial Assessment/Consultation | \$210.00 / hour |
| Psychotherapy (45-50 minutes) Individual, Couple, Family | \$150.00 / session |
| Psychotherapy (75-80 minutes) Individual, Couple, Family | \$220.00 / session |
| Group Psychotherapy | \$55.00 / hour |
| In-Home Psychotherapy: Individual, Couple, Family | \$150.00 / hour |
| Travel for In-Home Psychotherapy | \$35.00 / 15 minutes |
| Emergency and Non-Emergency Telephone Consultation | \$35.00 / 15 minutes |
| Medical Consultation with Other Health Care Professionals | \$35.00 / 15 minutes |
| Written Reports | \$35.00 / 15 minutes |
| No Show / Insufficient Notice Cancellation Fee | \$50.00 / occurrence |

Note: Any Managed Care or State/County Contracts are negotiated separately and may be reimbursed at a lesser rate than the Center's usual and customary fees stated above. If you are receiving services through your employer's Employee Assistance Program (EAP) you will not be charged directly.