



Lighthouse Child & Family Services

Office and Financial Policy Agreement

Thank you for choosing Lighthouse Child and Family Services, Inc. (LCFS) 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. LCFS has corresponding responsibilities to you. 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 better 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 LCFS, and the information you share with us. LCFS 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 LCFS is operating within their daily organization needs; billing for service, insurance claims, quality assurance, determining eligibility, improvement activities, business related activities, appointment reminders, etc.
- When your mental health services psychotherapist presents the case in consultation with other professionals, supervisors, or consultants, who are also bound by the legal framework of confidentiality, for professional development and guidance purposes. Your mental health services psychotherapist will *not* reveal personal details which could identify you during consultation with other professionals.

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: LCFS maintains all records related to your treatment by electronic means on a secure server maintained by Procentive, Inc. Each treatment record for a client must minimally contain: intake forms, history, evaluations and assessments, diagnosis and case formulation, treatment plans, progress notes, discharge summaries, record of non-trivial phone calls with you or about you, legal forms, and financial records.

Except in unusual circumstances which involve danger to yourself, 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, LCFS 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. LCFS may not release records obtained from another agency.

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 LCFS may discharge you from services. These situations include:

- If you have excessive no-show appointments or cancelled appointments without 24-hour 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, LCFS 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: LCFS requires 24-hour notice to cancel an appointment. At the discretion of LCFS, your services may be discontinued due to excessive failed appointments or late cancels. LCFS 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, LCFS will submit claims to your insurance provider on your behalf. It is your responsibility to inform LCFS of all insurance policies in effect and of any changes to your insurance coverage, after you start services.

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 (Mastercard and VISA, only).

Arrangements may be made, when necessary, for clients to carry a balance on their account. Clients with questions regarding their balance, or who state they are unable to pay their current per session fee, will be referred to the Billing Specialist for a payment plan to be agreed upon. Failure to make agreed upon payments may result in the suspension or termination of services.

Active client accounts with a balance over \$200 will be reviewed on a monthly basis by the Billing Department. Any client with a balance over \$200 will be asked to make a payment or may have services suspended or terminated. Discussions regarding these accounts may be held with client and/or clinical staff as appropriate.

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.

Sliding Fee Scale: Clients without health insurance may apply for the Sliding Fee Scale program. Those who wish to apply for the Sliding Fee Scale program will be required to provide specific documentation as requested to establish eligibility for qualifying prior to their first appointment. Appointments may be delayed until documentation requirements are met.

Clients using a sliding fee will be required to re-establish their eligibility bi-annually or whenever they have a significant change in their financial circumstances.

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

Emergency Services/Crisis: Apart from certain programs, LCFS providers are not available outside their normal working hours. In the event of a mental health crisis or emergency, please call 911, the East Central MN Crisis Help Line at 1-800-523-3333 or text MN to 741741.

Communication: Face -to-face communication is always most effective and the most confidential way to communicate with your LCFS 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, LCFS cannot assure the confidentiality of that message. If you chose to communicate to your LCFS 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 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

Please let your provider know if you chose to NOT communicate via text or email.

Court Proceedings: It is generally not the expertise of LCFS 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, LCFS charges \$150 per hour, 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 LCFS's policy on staff testifying in court proceedings, please ask your provider.

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