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## **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 from our Office and Financial policy. You will acknowledge your agreement to these policies on a separate signature page. That 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 (Health Insurance Portability & Accountability Act) 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 may sometimes lead to uncomfortable feelings such as sadness, anger, guilt, or 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 service.

**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 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 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 the program you are involved in is partially funded by the MN Department of Human Services (SLBH, Early Childhood) your demographic information may be shared with the MN Department of Human Services.
- When your mental health service provider 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 service provider will *not* reveal personal details which could identify you during consultation with other professionals.

LCFS does not allow video and/or audio recording of in person or telehealth sessions, without the written consent of the provider and the client.

**Mental Health Services with Minors:** Parents have the right to access their minor child's records unless the minor legally consents to their own services, as outlined below. If a mental health provider feels harm may come to a client with a record being released, said provider may withhold the information in question. All minor clients under the age of sixteen (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.

**Minor Consent to Treatment:** In addition to the above circumstances, a minor 16 or older may consent to outpatient (nonresidential) mental health services without parental consent. If a minor represents to a health professional that the minor can give effective consent for mental health treatment but is in fact not able to do so, the minor's consent is effective if relied upon in good faith by the agency. A minor who consents to their own mental health services is financially responsible for the cost of the services. A minor consenting to services billed under their parent's insurance coverage must give LCFS consent to communicate with parents regarding billing. When a minor legally consents to their own services, parents or guardians do not have access to the minor's health records without the minor's authorization. However, a health professional may inform a minor's parent or guardian of treatment if, in the professional's judgment, failure to inform the parent or guardian would seriously jeopardize the minor's health.

**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 or others, you have the right to access these records. All requests for records should be in writing to our Medical Records Specialist. 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 have the right to request your record be amended to add information to make it more accurate or complete. LCFS will 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 benefiting from the therapeutic relationship.
- You are a safety risk to agency staff or other clients.
- You have not followed through on the financial requirements 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. Your services may be discontinued, or you may be restricted from scheduling further services at LCFS, 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, VISA and Discover). 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 Business Manager 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 monthly by the Business Manager. 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 unable to pay for services 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:** LCFS reserves the right to employ a collections agency for overdue balances. In the event this occurs, services will be suspended. Sliding Fee Scale clients are not subject to collections.

**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 or 988, the East Central MN Crisis Help Line at 1-800-523-3333 or text MN to 741741.

**Communication:** Face-to-face communication is the most effective and 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 choose to communicate with 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 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 \$250 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.

**Telehealth Services:** LCFS offers mental health services via telehealth. LCFS's telehealth services use HIPAA compliant software, which allows direct audio and visual communication over individual computers. LCFS recognizes that telehealth can be an effective model of service provision for many situations; however, there are some circumstances where telehealth is not an appropriate way to receive services. LCFS reserves the right to decide not to offer and/or to discontinue services via video conferencing. When engaging in telehealth services, you agree 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 my provider has concerns for my immediate safety.
- I understand that internet connectivity is beyond the control of the provider, and that in the event of connectivity failure, the provider will respond with the established protocol.
- I understand that the provider will be in a private location and will be the only person accessing the information on the computer. If 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 LCFS for the services provided using telehealth.
- I understand and agree that my provider may make the decision to discontinue telehealth services if they determine that mental health services via telehealth are no longer an effective model.

**Symptoms/Sickness:** LCFS is committed to maintaining the health and safety of our clients, staff, and communities. LCFS reserves the right to refuse services to any person who presents to an appointment with symptoms that may indicate a transmittable LCFS clients are expected to notify their provider if they have any communicable disease which may be transmitted to other LCFS clients or staff.