



Matt Gildehaus MA, PLPC  
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Washington, MO 63090

## **COUNSELING SERVICES DISCLOSURE / CONTRACT INCLUDING NOTICE OF PRIVACY PRACTICES AND INFORMED CONSENT**

This document contains information about our professional and business policies, describes how medical information about you may be used and disclosed, and how you can access the information.

Your health information is personal and I am committed to protecting it. I use health information about you for treatment, to obtain payment for treatment, for administrative purposes, and to evaluate the quality of care you receive. This Notice of Privacy Practices applies to all records about your care that I retain. Your health information is contained in a medical record that is secured at the physical property of this practice.

Please read this carefully and note any questions you might have so we can discuss them at our next meeting. Once you sign this, it will constitute a binding agreement between us.

### **COUNSELING SERVICES**

Counseling is not easily described. It is a very personal experience that varies depending on the personality of both the therapist and the patient, and the particular problems, which the patient brings. There are a number of different approaches that can be utilized to address the problems you hope to address. It is not like visiting a medical doctor, in that counseling requires a very active effort on your part. In order to be successful, you will need to work both during our sessions and outside of the counseling office on things we talk about.

Counseling has both benefits and risks. Risks can include, but are not limited to: experiencing some uncomfortable feelings such as sadness, guilt, anxiety, anger, frustration, loneliness, or helplessness. It often requires discussing unpleasant aspects of your life. Sometimes symptoms actually get worse for a while. Research confirms counseling often provides benefits for people who participate. Counseling often leads to a significant reduction in feelings of distress, better relationships, and resolutions of specific problems. However, **there are no guarantees** about what will happen.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work will include and an initial treatment plan for us to follow, if you should decide to continue. You should evaluate this information along with your own assessment about whether you feel comfortable working with me. Counseling involves a significant commitment of time, money and energy, so you should be careful about the counselor you select. As a "counselor in training", I will be getting clinical supervision from another, experienced and fully licensed counselor, Priscilla Bass-Timmerberg, LPC (License #1180, effective through June 30<sup>th</sup>, 2015). We will be discussing clients and she will be reviewing my client records and providing direction to help ensure you get the best possible care. If you have questions about

my training, experience, or treatment procedures, we should discuss them whenever they arise. You may also contact her directly at 314-537-7747 or drpris@drpris.com. If you have persistent doubts, I will be happy to help you secure an appropriate consultation with an alternative mental health professional.

## **INITIAL MEETING**

My standard practice is to conduct an initial interview and evaluation on the first session or two. These initial visits may last up to 1.5 hours. During this time, we can both decide whether I am the best person to help you achieve your treatment objectives. If we decide to proceed, we will typically schedule a follow-up 50-minute appointment session. Once appointments are scheduled, you will be expected to pay the session fee unless you provide 24 hours notice of cancellation.

## **PROFESSIONAL FEES**

My session fee is \$75 for the initial visit and \$55 for subsequent visits. In addition to our counseling sessions, it is my practice to also charge this hourly rate on a pro-rated basis for other professional services you may require including: telephone conversations exceeding 5 minutes, attendance at meetings or consultations with other professionals (such as your doctor) that you have authorized, preparation and transmission of your records or treatment summaries, or time required to provide any other service you request of me. If you are legitimately unable to pay my normal full fees, I am open to discussion about a sliding scale adjustment based on your financial resources and ability to pay. This might involve some uncomfortable disclosures on your part about your financial situation (both income and spending), and validation on my part. Research is pretty overwhelming that clients that make some type of financial investment in their mental health have better outcomes than those who receive free care. If you become involved in litigation, which requires my professional participation, you will be responsible for my compensation even if I am compelled to testify by another party. Because of the complexity and difficulty of legal involvement, I charge \$150 per hour for any activities related to legal proceedings.

## **BILLING AND PAYMENTS**

You are expected to pay for each session during the appointment, unless we have agreed to some other arrangement (such as insurance coverage). If we determine your insurance company will reimburse my services, I will still expect co-payment or deductible payments at the appointment. I do not bill secondary insurance for co-pays due. Payment schedules for services (other than counseling sessions) will be agreed to at the time these services are requested. As mentioned about, in circumstances of unusual financial hardship, I may be willing to consider a fee adjustment or installment plan.

If your account is more than 60 days in arrears and mutually agreeable arrangements have not been made for payment, I have the option of using legal means to secure payment, including collection agencies or small claims court. In most of these cases, the only information I would release about a client's treatment is their name, nature of services provided and amount due.

## **INSURANCE REIMBURSEMENT**

In order for us to set realistic treatment goals and priorities, it is important to evaluate the resources available to pay for your treatment. Most health insurance policies will provide some coverage for mental health treatment. I will provide whatever assistance I can to facilitate your receipt of the benefits you are entitled, including filling out insurance forms. However, it is important for you to understand, you, not your insurance company is responsible for full payment of fees we have agreed to. Therefore, it is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance booklet that describes mental health services. If you have any questions, call your plan administrator and inquire. I will provide you with whatever information I can based on my experience and I will be happy to try to assist you in deciphering the information you received from your carrier.

The escalation of health care costs has resulted in an increasing level of complexity about insurance benefits that sometimes makes it difficult to determine exactly how much mental health coverage is available. "Managed Health Care Plans," such as HMO's and PPO's, often require advance authorization before they will provide reimbursement for mental health services. These plans are often oriented towards a short-term treatment approach designed to resolve specific, immediate problems that are interfering with one's normal level of functioning. It may be necessary to seek additional approval after a certain number of sessions. In my experience, while quite a lot can be accomplished in short-term therapy, many clients feel additional services are necessary (or would be beneficial) after insurance benefits expire. Some managed care plans will not allow me to provide services to you once your benefits are no longer available. If this is the case, I will do my best to find you another provider who will help you continue your therapy.

You should be aware that most insurance agreements require you to authorize me to provide a clinical diagnosis, and possibly additional clinical information such as a treatment plan or summary, or in rare cases, a copy of my entire records. This information will become part of the insurance company's files, and, in all probability, some of it will be computerized. All insurance companies claim to keep such information confidential, but once it is in their hands, I have no control over what they will do with it. In some cases, they may share the information with a national medical information data bank. This is worth considering when deciding whether or not to utilize your health care benefits, or whether you might prefer to keep this information more private by paying for services out of pocket.

The health insurance landscape is currently very complicated and changing quickly. Few people, including most legislators who passed recent laws, fully understand what they passed and the total implications of the laws. Once I have all of the information about your insurance coverage, I will discuss what we can expect to accomplish with the benefits that are available and what will happen if the insurance benefits run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself and avoid the complexities described above.

## **CONTACTING THERAPIST**

You may call me at my office, 636-390-3213. If I am out of the office or with a client you will get my voicemail. Please speak slowly and leave the number where you can be reached. If I do not respond within 24 hours, please call again. **If, you are unable to reach me and you feel your situation is an emergency (someone's, including your safety is at risk) call Behavioral Health Response at 1-800-811-4760, Life Crisis Services at 314-647-4957, or 911.** For less urgent matters, you may also email me at matt@drpris.com. If I am unavailable for an extended period of time you are also encouraged to call my clinical supervisor, Priscilla Bass-Timmerberg at 314-537-7747.

## **RECORDS**

Both legal obligations and the ethics standards of the counseling profession strongly encourage that I keep records related to your therapy. I maintain brief records called "progress notes". My records indicate that you have attended therapy on a specific date, the interventions that happened in session, the topics we discussed, and any summary of: diagnosis, functional status, treatment plan, symptoms, prognosis, and progress to date. Under the provisions of the Health Care Information Act of 1992 you have the right to a copy of your file at any time. These will typically be provided to you within 72 hours following your written request, These are professional, clinical records that can easily be misinterpreted and / or be upsetting to lay readers. If you wish to see your records I would strongly suggest we meet in person to review them together, to help ensure your understanding. You have the right to request that I correct any errors in your file. As the clinical professional, I have the right to decide what, if anything gets changed. You have the right to request that I make a copy of your file available to any other health care provider at your written request. I maintain your records in a secure location that cannot be accessed by anyone else.

In the case of my disability or death, my clinical supervisor, Dr. Priscilla Bass-Timmerberg, LPC, will have access to all client records. She can be reached at:

Dr. Priscilla Bass-Timmerberg P 314-537-7747 or email drpris@drpris.com

## **MINORS**

A copy of the divorce decree or latest custody modification must be submitted for all dependant individuals age seventeen (17) and under. The decree or latest modification must be received by the second office visit.

If you are under eighteen (18) years of age, please be aware that the law provides your parents the right to examine your treatment records. It is my policy to request an agreement from parents to not exercise this right to access information about their children. If the parents agree, I will only provide general information about our work together, unless I believe there is a high risk of harm to yourself or another, in which case I will inform them of my concerns. I will also provide parents with a written summary of your treatment and progress, if requested. Before providing any information to parents, I will always try to discuss the matter with you first and do the best I can to resolve any objections you may have about what I intend to discuss.

## **PRIVACY PRACTICES / LIMITS OF CONFIDENTIALITY**

For therapy to be effective, it is important for you to know that the information you disclose to me will be treated respectfully and confidentially. Your privacy is very important to me. Law protects the relationship between a client and a professional counselor or psychotherapist. All information you disclose to me in your session is confidential and will not be disclosed without your written permission. I will neither confirm nor deny that you are a client of mine. I will not speak to friends or family members without your permission. However, anything shared individually can be brought up in “couples” counseling. As a rule, if I see you in public, I will not approach you unless you talk to me first. I will not leave messages on your phone unless you have indicated your permission. However, this is subject to certain limitations prescribed by the law and applicable ethical codes.

### **Maintenance of confidentiality has the following exceptions:**

#### **Duty to Warn and Protect:**

When a client discloses intentions or a plan to harm another person, the mental health professional is required to warn the intended victim and report this information to legal authorities. In cases in which the client discloses or implies a plan for suicide, the mental healthcare professional is required to notify legal authorities and make reasonable attempts to notify the family of the client.

#### **Abuse of Children and Vulnerable Adults:**

If a client states or suggests that he or she is abusing a child (or vulnerable adult) or has recently abused a child (or vulnerable adult), or a child (or vulnerable adult) is in danger of abuse, the mental health professional is required to report this information to the appropriate social service and/or legal authorities.

#### **Prenatal Exposure to Controlled Substances:**

Mental Health professionals are required to report admitted prenatal exposure to controlled substances that are potentially harmful.

#### **Minors/Guardianship:**

Parents or legal guardians of non-emancipated minor clients have the right to access the client's records.

#### **Insurance Providers:** (when applicable and after client signs Release of Information)

Insurance companies and other third-party payers are given information that they request regarding services to clients. Information that may be requested includes type of services, dates/times of services, diagnosis, treatment plan, and description of impairment, progress of therapy, case notes, and summaries.

#### **As Required by law or Court Order:**

I will first attempt to assert client privilege, and then divulge only what is relevant and required.

Effective October 30, 2013

### Uses and Disclosures requiring me to give you the opportunity to object:

1. Unless you object, I may provide relevant information to a family member, friend, or person you indicate is involved in your health care or in helping you get payment for your health care.
2. I may disclose your health information to notify your family or personal representation of your location and condition.
3. In an emergency, or when you are not capable of agreeing or objecting to these disclosures, I will disclose health information as I determine what is in your best interest, but I will discuss the information at a later time with you, after the emergency, and give you the opportunity to object to future disclosures to family members and / or friends.
4. Unless you object, I may also disclose your protected health care information to persons performing disaster relief activities.

### Your health information rights:

1. You may request a restriction on certain uses and disclosures on your information; however I am not required to agree to all requested restrictions.
2. You may obtain an additional paper copy of this notice of privacy practices upon request.
3. You may request communications of your health information by alternate means or to alternate locations. You have the right to ask me to send information to you at a specific address (work, home etc.) or in a specific manner (mail, phone, or fax). I may agree to your request if it is not too disruptive to comply. You must make such requests in writing.
4. You may request a restriction of uses and disclosures of your health information. You have the right to ask that I restrict your protected health information. I may not be able to honor this request if it interferes with normal health care operations. You must make such a request in writing.
5. You may receive a copy of your accounting or any disclosures made of your health information. You have the right to get a list of instances in which I have disclosed your health information. The list will not include disclosures we have made from treatment, payment and /or health care operation purposes, those made directly to you or your family, or for disaster relief purposes. The list will also not include disclosures we have made for national security purposes, to law enforcement personnel, or disclosures made before April 14, 2003.
6. Your request for a list of disclosures must be made in writing to me. I will respond to your request with 60 days. The list I provide will include disclosures made within the last six years unless you specify a shorter period. You will be charged any costs for providing the lists.

### Obligations of Therapist:

- Maintain the privacy of protected health information.
- Provide you with this notice of legal duties and privacy practices with respect to your health information.

- Abide by the terms of this notice.
- Notify you if I am unable to agree to a requested restriction on how your information is used or disclosed.
- Accommodate reasonable requests you make to communicate health information by alternative means or at alternative locations.

**While this written summary of exceptions regarding confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have at our meeting. The laws governing these issues are quite complex and I am not an attorney. While I am happy to discuss these issues with you, should you need specific advice, formal legal consultation may be desirable.**

*The therapist reserves the right to change privacy practices and to make the new provisions effective for all protected health information maintained (particularly to comply with updated laws or ethics codes). Revised Notices will be available when requested.*

**COMPLAINTS**

You may complain to the therapist and to the Department of Health and Human Services if you believe your privacy rights have been violated. You will not be retaliated against for filing a complaint.

**CONTACT INFORMATION**

If you have questions or complaints regarding your health care information, please contact: Matt Gildehaus, PLPC at 636-390-3213 or Dr. Priscilla Bass-Timmerberg, Ph.D., LPC at 314-537-7747.

**ACKNOWLEDGEMENT OF RECEIPT OF COUNSELING SERVICES CONTRACT  
INCLUDING NOTICE OF PRIVACY PRACTICES**

Client Name: \_\_\_\_\_

I hereby acknowledge that I have received a copy of this Counseling Services Contract; including Notice of Privacy Practices from Matt Gildehaus. I have read the information in this document, have had an opportunity to ask questions and agree to abide by its terms during our professional relationship.

\_\_\_\_\_  
Signature of Client or Legal Representative \_\_\_\_\_  
Date

**Please also initial the following statements as verification that you fully understand your responsibilities:**

\_\_\_\_\_ I understand I will not be called and reminded of upcoming appointments.

**Verification of client responsibilities (continued)**

\_\_\_\_\_ I understand it is my responsibility to call 24 hours in advance if I am unable to make an appointment.

\_\_\_\_\_ I understand failure to call 24 hours in advance will result in a \$55 fee, which I am obligated to pay.

\_\_\_\_\_ I understand regardless of my insurance situation, I am ultimately responsible to pay in a timely manner for all session fees and expenses incurred during treatment.

\_\_\_\_\_ I understand if I do not pay my fees in a timely manner they will be turned over to a collection agency.

\_\_\_\_\_  
Signature of Client or Legal Representative

\_\_\_\_\_  
Date