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## River Valley BHWC Client Service Agreement Guide

### **CONSENT FOR TREATMENT**

This client service agreement guide will answer most of your questions about therapy and psychiatric/medication management services at River Valley Behavioral Health & Wellness Center, LLC (hereafter referred to as the clinic). Please feel free to ask for clarification or additional information at your initial visit.

### **Therapy Services**

Therapy is the process of solving emotional problems by talking with a person professionally trained to help people achieve a more fulfilling individual life, marital relationship, or family relationships. The process of change will, in many ways, be unique to your particular situation. Who you are as a person will help to determine the ways in which you go about changing your life. The process of change begins by first clearly defining the problem, and then discussing your thoughts and feelings, understanding the origin of the difficulty and developing new skills and healthy attitudes about yourself and others.

As the client, you have the right to ask your therapist questions about his/her/their **qualifications, background and therapeutic orientation**. The most important factor in the success of therapy is good communication between therapist and client. In some instances, talking about your difficulties may exacerbate your symptoms, however over time you should see an improvement. In addition, not all individuals benefit from therapy or working with a particular therapist. If at any time during the therapy you have questions about whether or not the treatment is effective, feelings about something your therapist has said or suggested or need clarification of our goals, do not hesitate to bring this up in your session.

**Therapy with a minor or someone under guardianship.** The issue of confidentiality is critical in treating children. When children are seen with adults, what is discussed is known to those present and should be kept confidential except by mutual agreement. Children seen in individual sessions (except under certain conditions) are not legally entitled to confidentiality (also called privilege); their parents have this right. However, unless children feel they have some privacy in speaking with a therapist, the benefits of therapy may be lost. Therefore, it is necessary to work out an arrangement in which children feel that their privacy is generally being respected, at the same time that parents have access to critical information. This agreement must have the understanding and approval of the parents or other responsible adults and of the child in therapy. **I understand that at least one parent/legal guardian must accompany the minor child to his/her first appointment and any subsequent appointments, until discussed with and agreed upon with the therapist/doctor.**

### **Psychological or Court Order Assessment Services**

Any evaluation, treatment, or reports ordered by, or done for submission to a third party such as a court or a school is not entirely confidential and will be shared with that agency with your specific written permission. Please also note that I do not have control over information once it is released to a third party.

## **Medication Management Services**

Your signature upon the Authorization for Client Consent for Treatment Form indicates consent for treatment by the family mental health nurse practitioner to provide therapy and medication management. Written consent need only be obtained one time for all subsequent care given by the nurse practitioner to the client in this office, though this needs to be updated annually.

A minor under 18 and adults under guardianship, must have a legal guardian in attendance for each appointment unless other arrangements have been made with your provider. No medication will be initiated or changed without the consent and knowledge of the legal guardian.

## **Medication Refills**

We require medication management visits on a regular basis for all patients who are prescribed medications. The frequency of your appointments will be determined by the nurse practitioner. You will receive prescriptions during your appointments, and in most cases, will be given enough refills to last until your next appointment. If you need a refill in between appointments, please allow one week and follow the protocol below.

## **Non-controlled Substance Prescriptions**

A prescription with refills as appropriate will be given to you or sent to your pharmacy during your appointment. If you require a refill prior to your next appointment, please **contact your pharmacy** and have them fax a refill request to River Valley Behavioral Health & Wellness Center at (952) 746-0582. Please do NOT contact the office to request refills.

## **Controlled Substance Prescriptions**

Some medications are strictly regulated by the Drug Enforcement Agency. These include benzodiazepines (e.g., clonazepam), hypnotics (e.g., Ambien), and stimulants (e.g., Adderall). Early refills **cannot be provided for these medications, even if you are going out of town or your medication is lost or stolen.**

Due to variations in state laws, your provider will only submit electronic prescriptions for controlled substances to a pharmacy located in the state of MN.

Stimulant medications require the nurse practitioner's original signature. You have the option of picking up a hard copy at the front desk or having it electronically submitted to your pharmacy. A new prescription is required every time the medication is filled. If you need a refill prior to your next appointment, please **call the pharmacy AT LEAST 5 BUSINESS DAYS PRIOR TO RUNNING OUT OF MEDICATION**. The new prescription can be mailed to your home or pharmacy, or you can pick it up at the front desk during regular business hours. **Please note that your provider may not work Monday-Friday. Please keep this in mind when you need a refill of a stimulant.**

If you are overdue for an appointment, your medications may not be refilled. Your pharmacy will notify you if this is the case. Please then call River Valley Behavioral Health & Wellness Center to schedule an appointment.

## **Labs/Testing**

Your provider will request you complete certain lab tests before initiating or continuing certain medications. Laboratory tests may include, but are not limited to: saliva, hair follicle, urine, blood serum, electrocardiogram, psychological testing, etc. Lab testing fees are your responsibility. If your insurance

plan will not cover the cost for laboratory, psychological, or other testing, you will be responsible for all costs incurred.

### **After Hours Emergencies**

The practitioner is not available after usual business hours, or on weekends or holidays. During business hours, you may contact the clinic and leave a message at 952-746-7664 or (952) 283-2799. Your call will be returned within 48 business hours by a medical assistant or staff member. Urgent matters requiring the practitioner's input will be addressed as soon as possible. Non-urgent matters requiring the practitioner will be addressed when the practitioner is in the office. On weekends, holidays, or in the case of an emergency, go to the nearest emergency room, or call 911, the Crisis Connection at 612-379-6363 or 1-866-379-6363, National Suicide & Crisis Lifeline 988 (SMS 988) or St. Francis Hospital ER at 952-428-2200.

### **Telehealth Service Information**

Please see the *Telehealth Consent Form* for more telehealth service information

**PLEASE NOTE:** All clients must be present in the state of MN for a telehealth appointment. If you are outside of the state of MN during a scheduled telehealth appointment, the appointment will be cancelled, and you may be charged the \$100 late cancel fee.

### **COVID-19 In-Person Services Agreement**

River Valley Behavioral Health and Wellness Center continues to follow the CDC guidelines for the COVID-19 pandemic. To obtain and continue in-person services at River Valley, by signing this form, client agrees to take certain precautions, including but not limited to; attending an in-person appointment only if symptom free, wearing a mask if requested by you provider, informing provider and clinic if you or a member of your immediate family has tested positive for the coronavirus and were recently at the clinic.

If you decide at any time that you would feel safer staying with or returning to telehealth services or show signs of symptoms of the coronavirus and wish to utilize telehealth services, client will communicate that decision to the front desk at River Valley and if it is feasible and clinically appropriate per your provider.

These precautions are subject to change with additional local, state, or federal orders and guidelines.

### **Safe Harbor & The Divorce & Custody Litigation Agreements**

The Safe Harbor Agreement and the Divorce & Custody Litigation Agreement must be signed by both parents if there is a joint custody agreement. These forms are separate from this guide and must be signed prior to the client's initial visit.

**Please note that River Valley Behavioral Health & Wellness Center, LLC does not give recommendations or do evaluations for child custody or parenting.**

### **Health Information and Data Privacy Notice**

This document describes how information about you may be used and disclosed and how you can access this information. Your health record is a documentation of each visit/phone call with your provider. It is essentially a record of your care. If you would like a more detailed account concerning the privacy of your patient's health information, you may read the HIPAA notice available at the front desk.

River Valley Behavioral Health and Wellness Center utilizes Theramanager/DocuTrac as their Electronic Health Records System that allows for scheduling, billing, charting, and client demographic information. Theramanager/DocuTrac is a HIPAA compliant cloud based medical records system. Theramanager/DocuTrac utilizes Dr, First as their electronic prescribing partner. Dr. First follows HIPAA compliance while assisting in the e-prescribing of a client's medications and handling their PHI with the utmost safety.

### **Confidentiality**

**By law and professional ethics, your sessions are confidential. Generally, no information will be shared with anyone without your written permission. There are a number of exceptions to this confidentiality policy, outlined below:**

1. If we are ordered by the court to testify or release records.
2. If you are a victim or perpetrator of child abuse (including neglect, physical or sexual abuse) within the last 3 years, it is required by law to report this to Child Protective Services.
3. If you are a victim or perpetrator of elder or dependent adult abuse, it is required by law to report this to Adult Protective Services or other appropriate authorities.
4. If you threaten or are in danger of harming yourself, someone else, or the property of others, it may be necessary to call the police and warn the potential victim. Information will also be shared with the authorized responsible party of a minor.

*If this is a minor or person under guardianship it is important that the privacy of the child be respected while at the same time, the responsible adult has access to critical information.*

*Information obtained may be shared with other mental health professionals within this clinic for the purpose of providing you with comprehensive therapeutic care.*

*Collateral information/contact may need to be obtained at times, but only with your written consent. Examples of collateral information are Information obtained from a teacher, spouse, parent, sibling, or physician.*

### **FINANCIAL POLICY**

#### **Assignment of Insurance Benefits**

Private insurance companies and governmental insurance programs such as Medicare and Medicaid, require you to sign an assignment of benefits for us to bill your insurance company directly. **Minnesota State Law requires a signed patient consent to release medical information to your insurance company and any other parties cooperating in the delivery of your care.**

**By signing the River Valley BHWC Consent form, I consent to the use and disclosure of protected health information about me for treatment, payment, and health care operations. I have the right to revoke this consent, in writing, except where disclosures have already been made in reliance of my prior consent. I understand that if I revoke this authorization, I will need to pay for services out of pocket.**

**Patients are responsible for understanding their benefits and whether RVBHC services are covered by their insurance plan. Patients are responsible to provide RVBHC with updated insurance information so that RVBHC may file their claim. If the insurance company does not pay the practice within a reasonable period of time, the balance will be transferred to the patient, and will be billed. Ultimately, patients are responsible for payment of services regardless of insurance coverage.**

## **Insurance Confidentiality Limits**

When insurance is used for therapy services, patients should be aware of the limits of confidentiality. Typically, insurance companies only require the following information: length of illness, psychiatric diagnosis, dates of service, and the names of persons being treated. More and more managed care companies require additional information such as family abuse history, alcohol and drug history, treatment goals/interventions, the details of the treatment sessions, and on some occasions, treatment notes. In addition, providers are now required to sign waivers that allow the payers to audit client records. What this means is, if you utilize your insurance benefits for therapy services, you may not have the extent of confidentiality you would otherwise expect

## **Private Pay**

Private Pay Agreement- there is a separate form for this agreement. I agree that this financial relationship with this therapist will continue as long as the therapist provides services or until I inform him or her, in person or by certified mail, that I wish to end it. I agree to meet with this therapist at least once before stopping therapy. I agree to pay for services provided to me (or this client) up until the time I end the relationship. I agree that I am responsible for the charges for services provided by this therapist to me (or this client). Private pay services are due on the DOS.

**If you receive any Out of Network (OON) benefits from your insurance coverage RV can offer a receipt with appropriate details for you to request reimbursement from your insurance carrier if applicable.**

## **Good Faith Estimate**

Notice: You have the right to receive a “Good Faith Estimate” explaining how much your medical care will cost

Under the law, health care providers need to give patients who don’t have insurance or who are not using insurance an estimate of the bill for medical items and services.

You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency items or services. This includes related costs like medical tests, prescription drugs, equipment, and hospital fees.

Make sure your health care provider gives you a Good Faith Estimate in writing at least 1 business day before your medical service or item. You can also ask your health care provider, and any other provider you choose, for a Good Faith Estimate before you schedule an item or service.

If you receive a bill that is at least \$500 more than your Good Faith Estimate, you can dispute the bill. Make sure to save a copy or picture of your Good Faith Estimate. For questions or more information about your right to a Good Faith Estimate, **visit [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises)** or call 800-985-3059.

## **Opt-out of using Insurance Benefits**

I may choose to opt out of using my insurance. Some reasons clients chose private pay are the following reasons: No contact needed with a third-party pay (i.e. insurance company), Ability to choose your counselor based on the needs and values you desire and ability to determine length of treatment and care.

**I will NOT submit sessions retroactively if I chose to pay privately.**

This consent is given freely with the understanding that:

1. Any and all records, whether written, oral or electronic format, are confidential and cannot be disclosed for reasons outside of treatment, payment or health care operations without my prior written authorization, except for otherwise provided by law.
2. Information used or disclosed pursuant to this authorization may be subject to re-disclosure and is no longer protected.
3. A photocopy or fax of this consent is as valid as the original.

### **Billing policy (Payment for Services)**

- You are responsible for your bill or your minor's bill.
- All fees including copays, private pay, and any balance is due at the time of service.
- Balances are based on what your insurance company states you owe or any fees you have acquired including but not limited to, no show/late cancel fees.
- **I understand that it is a requirement to have a credit card on file with River Valley. If you want to use an HSA card you will need to have a credit card on file as a secondary payment form. I hereby give consent to charge my credit card for any outstanding balance such as deductibles, co-payments, fees, or other amounts my carrier determines as payable by me.**
- **Balances will be run on the 15th and the 30th of the month (if these dates fall on a holiday or weekend, it will be run on the next business day). It is your responsibility to know the dates your card will be run.**
- **If a card is declined your appointments will be put on hold until your balance is paid, or a payment plan is set up.**

**Patients are responsible for paying all fees in full in accordance with this agreement, and RVBHC has the right to reschedule, cancel, and/or terminate services due to therapeutic or payment noncompliance.**

### **Statements & Balance Notification**

Client statement and balance notifications are sent through a text notification. You can pay your balance through the link provided in the text. If you prefer a mailed or emailed statement, please let the River Valley administrative or billing team know to update your account. If you have a question about your statement please contact our billing office, at 952-746-0583 or [billing@rivervalleybhwc.com](mailto:billing@rivervalleybhwc.com).

### **Maximum Balance**

A client, family or couple, can maintain no more than a \$300.00 total balance for all services in the clinic without a payment plan in place services will be put on hold. Any account that has a balance over \$300.00 and is over 30 days past due will have a 2 percent interest charge added to the balance. We reserve the right to terminate services with a client who is failing to maintain his/her financial responsibility.

### **Explanations and Fees**

#### **Therapy**

- **Initial Therapy Intake-Diagnostic Assessment** is the first two sessions: (The cost is \$275 to \$310 EACH depending on age and complexity).
- **Individual Psychotherapy:** (\$175 for 45-minute session, \$250 for 60-minute, additional charges may be applied due to complexity or assessment requirements).
- **Assessment/Testing:** Includes the materials and time needed for the assessment, the costs of scoring, and report writing time and feedback (\$225 per hour).
- **Group Therapy:** Time will vary from 1 to 2 hours in accordance with the individual group and number of participants. (\$50-\$75 for a 60-minute session).

- Professional Consultation Services: 60 minutes of business, educational, or mental health consultation services. (\$250 per 60 minutes).

### **Psychiatric/Medication**

The nurse practitioner will determine the type and length of each visit. This determination will be based on the number and complexity of your needs, services provided during the visit, time spent on case consultation and care coordination, and your insurance company's requirements.

- **Psychiatric Diagnostic Assessment: \$300.00-\$615.00**
  - depending on age, length of time and complexity.
- **Psychiatric Medication Management: Ranges from \$150.00-\$300.00**
  - depending on age, length of time and complexity.
- **Brief Follow-Up Visit (with Registered Nurse): \$50.00**
- **Phone calls, reports, and letters: \$250.00 per hour - (NOT covered by insurance)**

### **Court Appearance**

\$250.00 per hour with minimum charge of \$2000.00 (preparation, travel, and necessary expenditures). The client further agrees to pay the \$2,000.00 (8 hours x \$250.00) two weeks prior to the appearance, presentation of records, or testimony requested.

### **Fees, Phone Calls, and Reports**

(\$250, pro-rated) Phone calls, letters, and reports to facilitate scheduling, information sharing, etc. and requiring up to 10 minutes of time are free of charge. After 10 minutes, you are billed at a prorated \$250 per hour rate. Scheduling paid telephone sessions is welcome when a situation is particularly urgent or because of travel or geographical difficulties. These services are not covered by insurance.

### **Collections**

In case you do not pay your bill, River Valley Behavioral Health & Wellness Center, LLC, reserves the right to seek payment through use of a collection agency or through other legal means. When outside agencies are used to your personal health, information may be released for the purpose of collecting on the debt. The cost of collection will be added to your bill. Returned check fees of \$30 are added to your bill. Returned check fees of \$30 are added to your bill.

### **Cancellations of Appointments**

24-hour notice must be given to cancel a therapy or medication management appointment without charge. Saturdays, Sundays, and Holidays are excluded. Example, if you are to cancel a Monday appointment, you must call the Friday before at the time of your appointment to be within the 24-hour cancellation timeframe.

- The charge for your first **2 missed (late cancel/no show)** appointments is \$100 each for a therapy and medication management appointment.
- The charge for **ALL** missed (late cancel/no show) appointments after your first 2 will be charged at the **FULL FEE** of the missed appointment. Example: missed 60-minute individual therapy will be a charge of \$250. Missed 30-minute medication management will be a charge of \$225.00.
- For clients **under medical assistance**, you are given **three** missed (late cancel/no show) appointments in a calendar year. **If you are to miss three appointments, you will be referred out to other providers outside of River Valley.**

- The charge is \$150 for any intake appointment (established client)
- The charge is \$25 for a missed nurse visit

Client is required to pay this fee prior to or at the client's next scheduled appointment and/or your card on file will be ran for the missed appointment on the 15<sup>th</sup> or 30<sup>th</sup> of that month.

An exception to this cancellation is if a client is hospitalized.

### **Cancellations due to being late to appointment**

More than **15 minutes** late for your **therapy** appointment - will need to be rescheduled and you will be charged the late fee.

More than **5 minutes** for your **medication management** appointment, you will be asked to reschedule, and you will be charged the late fee.

If in the event that your provider has to cancel a session, you will be notified promptly so that your session can be rescheduled. You will not be charged for these cancelled appointments.

### **Text and Phone Reminders**

As a courtesy, River Valley provides clients with the option of a phone call or a text reminder, which you may sign up for on your client demographic form. **THESE REMINDERS ARE A COURTESY AND ARE NOT GUARANTEED. YOU CANNOT USE CONFIRM OR CANCEL AN APPOINTMENT THROUGH TEXT.** If you need to cancel an appointment, please do so at the front desk or call 952- 746-7664. However, if you do not receive a reminder due to technological difficulties, the responsibility ultimately falls on the client.

### **Paperwork Completion & Submission**

It is necessary to complete the paperwork requested by River Valley 24 business hours prior to your intake appointment for therapy and medication management. Paperwork can be completed through our online client portal. If your paperwork is not submitted within 24 hours, your appointment will be cancelled. Prior to rescheduling cancelled intake appointments, paperwork must be submitted.

### **Notice of Privacy Practice**

I acknowledge that I have received/been offered a copy of HIPAA notice of privacy practice. You can see this document at the website at [rivervalleybhwc.com](http://rivervalleybhwc.com) or request a copy from the front desk.

## **Client Rights and Responsibilities**

### **Client Rights for Therapy**

Consumers of services offered by practitioners licensed by the State of Minnesota have the right:

1. to expect that the practitioner has met the minimal qualifications of training and experience required by state law.
2. to examine the public records maintained by the Board which contain the credentials of the practitioner.
3. to obtain a copy of the rules of conduct from the appropriate Board i.e., the Board of Psychology, Board of Social Work.
4. to report complaints to the practitioner, and if not satisfactorily resolved, to file a complaint with the appropriate Minnesota Board.

5. to be informed of the cost of professional services before receiving the services.
6. to privacy as defined by rule and law. This means that no information will be released from the facility in which the practitioner works without the client's informed, written consent, except for the following:
  - a. The practitioner is required by law to report instances of abuse or neglect of a child or a vulnerable adult.
  - b. The practitioner is required by law and professional codes of ethics to notify proper persons and/or authorities if the practitioner believes there is a danger to a client, or another identified person.
  - c. The practitioner is required to report admitted prenatal exposure to harmful controlled substances.
  - d. In the event of a client's death, the spouse or parents of the deceased have a right to access the client's records.
  - e. The practitioner must produce records or testimony in response to a Court Order and potentially to a subpoena.
  - f. Parents or legal guardians of a non-emancipated minor client have the right to access their child's records.
  - g. Case discussions with other staff through case management, consultation, testing, and treatment are confidential and are to be conducted as such by all staff.
7. to be free from being the object of discrimination based on race, religion, gender, sexual orientation, or another unlawful category while receiving psychological services.
8. to respectful, considerate, appropriate, ethical, and professional treatment.
9. to see information in his/her record upon request.
10. to be informed of diagnosis, involved in the formulation of the treatment plan, the periodic review of plans and progress, and the formulation of the discharge plan.
11. to be informed of treatment options, expected outcome of treatment, expected length of treatment, and cost in language that he/she can understand, and to have the right to refuse treatment and the consequences of that decision.
12. to discuss needs, wants, concerns, and suggestions with the practitioner.
13. to be advised as quickly as possible if a scheduled appointment time cannot be kept due to illness or emergency.

#### **Client Rights for Medication Management**

1. To expect the practitioner has met all qualifications of training with certification as required by law.
2. To examine public records maintained by the Board of Nursing regarding the practitioner.
3. To report complaints to the practitioner.
4. To be informed of the cost of professional services before receiving services.
5. To privacy as defined by law and professional code of ethics.
6. To be free of discrimination.
7. To receive respectful, appropriate, considerate, ethical and professional treatment.
8. To see your medical record upon request.
9. Parents/guardians of an emancipated minor have a right to access the client's records.
10. In the event of a client's death, spouse or parents of the deceased have a right to access the client's records.

#### **Client Responsibilities for Therapy and Medication Management**

Each client has the responsibility to:

1. Refrain from physical (and other) abuse of self, others, and property. Clients are responsible for repair or replacement of any property they damage in the facility.
2. Devote reasonable energy and time to therapy work. Therapy is generally "hard (emotional) work." For progress to occur, we recommend making your therapy a high priority in your personal life. Your therapist may regularly assign homework that is intended to help you learn about yourself, and doing your homework is expected to expedite your therapy and decrease your costs.
3. Fulfill contracted behavior.
4. Be honest with your therapist concerning your thoughts and feelings about your therapy and treatment.
5. Be honest with your practitioner about your symptoms, medical history, thoughts, and feelings, and update your practitioner if this information changes.

6. Take your medication as prescribed.
7. Have labs and tests performed as ordered.
8. Keep appointments as made. Your appointment time is reserved for you. Therefore, you will be charged for the appointment unless you give at least 24 hours advance notice. Exceptions may be made for emergencies and other extenuating circumstances.
9. Keep current in paying your fees (deductibles, co-payments, fee-for-service payments). You are required to pay your fee at the beginning of each session. Although it is possible that mental health coverage deductible amounts may have been met elsewhere (e.g., if there were previous visits to another mental health provider since January of the current year that occurred prior to the first visit to my office), session fees credited toward the deductible will be collected at the time of the session until the deductible payment is verified by the insurance company or third- party provider. Verification can be made through the billing office, who will contact your insurance company to check your benefit status upon request.
10. Inform those involved in the treatment plan about any changes to physical health, insurance plan, or ability to pay for contracted services.
11. Parents or caregivers are responsible to supervise the activities of children with respect to use of facilities, material, etc. Children shall not be left unattended in the waiting area.

***Acceptance of Clinic Policies: You have received the River Valley Behavioral Health & Wellness Center, LLC Financial Policies and the Client Rights and Responsibilities. It is understood that you are responsible for the account and agree to abide by the terms of said policy. Client and/or Parent/guardian Signature is Required on the Consent for Services Form.***