

NORTHERN PRAIRIE COMMUNITY CLINIC
501 North Columbia Road
Grand Forks, ND 58203

Revised 06/06/18

Confidentiality Policy and Consent for Therapy and Assessment Services Agreement

Welcome to Northern Prairie Community Clinic (NPCC). This document (Agreement) contains important information about our services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and client rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that NPCC provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that NPCC obtain your signature acknowledging that we have provided you with this information at the end of your first session. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures. When you sign this document, it will also represent an agreement between you and NPCC. You may revoke this Agreement in writing at any time. That revocation will be binding unless NPCC has taken action in reliance on it; if there are obligations imposed on NPCC by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred at NPCC.

SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and the patient. It also can depend on the problems you are experiencing. Psychotherapy is not like a medical doctor visit, it calls for a very active effort on your part. In order for therapy to be most successful, you will have to work on issues you and your therapist talk about both during your sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits which could lead to better relationships, solutions to specific problems, and reduction in stress. There are no guarantees about what you will experience.

Therapy will progress with the first few sessions treated as an evaluation of your needs. By the end of this evaluation (typically the second or third session), your therapist will be able to offer you some impressions about treatment goals and duration, if you choose to continue with therapy. If you have questions about your therapist's procedures, you should discuss them whenever they arise.

Psychotherapy and assessments are provided by students and employees of the UND Department of Counseling Psychology & Community Services and the Department of Psychology. These graduate students are Masters or Doctoral level students in Counseling Psychology and Clinical Psychology and are working under the supervision of faculty members in those departments licensed in the state of North Dakota.

SCHEDULING THERAPY SESSIONS - Frequency of sessions will be discussed and agreed upon during the first session with your assigned student therapist. Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation, unless in the case of illness or an emergency.

WAITING ROOM SUPERVISION OF CHILDREN AND VULNERABLE ADULTS - NPCC prohibits families from leaving children or other vulnerable individuals unsupervised in the waiting room area. Vulnerable individuals are defined as adolescents or adults who, due to severe cognitive, mental health or other disabilities, would be unable to take care of themselves and avoid significant instances of harm or exploitation. Vulnerable individuals and children under the age of 12 years old must have a parent/legal guardian, adult family member, or babysitter with them in the clinic when not in session with their therapist.

PROFESSIONAL FEES (subject to change)

Intake Session	\$10.00
Assessment	\$225.00
Therapy Session	Determined by sliding scale fee
Access for All	Reimbursed by Gaukler Family Foundation Access for All Scholarship through GFPS

In addition to appointments, NPCC may charge this amount for other services you may need, though costs will be prorated for portions of the hour. Other services include report writing, telephone conversations lasting longer than 15 minutes, consulting with other professionals with your permission (not including supervision), preparation of records or treatment summaries, and the time spent performing any other service you may request. If you become involved in legal proceedings that require NPCC participation, you will be expected to pay for all service time, including preparation and transportation costs, even if a NPCC staff person is called to testify by another party.

CONTACTING NPCC - NPCC hours are set each semester, and our schedule generally follows the University Calendar. Our current hours will be posted on the NPCC website at www.und.edu/centers/npsc/ and also will be available on our phone message, or when active, our web site. Times that your assigned student therapist will be available will be provided to you upon assignment. Messages may be left for your student therapist at our main number 701-777-3745. If you are unable to reach your student therapist, or another NPCC Staff member and feel that you can't wait for a return call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call or dial 911 for an emergency response. Additional emergency numbers include Altru Emergency Room 701-780-5000, Northeast Human Service Center Community Crisis Line 701-775-0525 or Community Violence Intervention Center (CVIC) Crisis Line 701-746-8900. If your student therapist will be unavailable for an extended time, they will make arrangements with you on who to contact in their absence.

CONFIDENTIAL COMMUNICATION - The therapists at NPCC regards the privacy of patients with the utmost importance and the law protects the privacy of all communications between a patient and mental health workers providing services under supervision of licensed clinicians/psychologists. Written and electronic records of your contacts with the therapist (consultation, assessment, letters, progress notes, etc.) will be kept in your private mental health chart or on a secure server. In most situations, we can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- Since NPCC is a training facility, all information exchanged with your student therapist **MUST** be available to their supervisor or supervisor delegate, including audio, visual, or other training media.
- As part of training, your student therapist also participates in group supervision and case conferencing during which information may be exchanged with other individuals bound by the same standards as your student therapist. Our best effort to disclose the minimum necessary amount of information is employed in these training circumstances.
- Your student therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, every effort to avoid revealing patient identity is made. The other professionals are also legally bound to keep the information confidential. All consultations will be noted in your Clinical Record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that NPCC employs administrative staff. Protected information is shared with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the NPCC without the permission of a professional staff member.
- NPCC contracts with various business entities including UND offices for accounting, building lease, and an electronic medical records company. As required by HIPAA, we have a formal Business Associate Contract with these departments, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law.
- Disclosures required by health insurers or to collect overdue fees (see page 5 under Billing and Payments). This may involve hiring a collection agency or going through small claims court which will require NPCC to disclose

otherwise confidential information. In most collection situations, the only information released regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

- If a client threatens to seriously harm himself/herself, we may take actions to prevent this, including seeking hospitalization for him/her, or contacting family members or others who can help provide protection.

There are some situations where we are permitted or required to disclose information without either your consent or authorization:

- If you are involved in a court proceeding and a request is made for information concerning your evaluation, diagnosis and treatment, such information is protected by the mental health professional-patient privilege law. NPCC cannot provide any information without your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order NPCC to disclose information.
- If a government agency is requesting the information for health oversight activities, NPCC may be required to provide it for them.
- Autism Spectrum Disorder (ASD) mandated reporting. According to North Dakota Century Code 21-01-41 and Administrative Code 33-03-34, ASD is a mandatory reportable condition and must be reported within 30 days of diagnosis, or if previously diagnosed 30 days of the first client contact with the mandated reporter.
- If a patient files a complaint or lawsuit against a graduate student therapist, they may disclose relevant information regarding that patient in order to defend themselves.
- If a patient files a worker's compensation claim, NPCC must, upon appropriate request, provide appropriate information including a copy of the patient's record or other information concerning mental health care services, to the North Dakota Worker's Compensation Bureau.

There are some situations in which NPCC is legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and NPCC may have to reveal some information about your treatment. If such a situation arises, NPCC will make every effort to fully discuss it with you before taking any action and NPCC will limit the disclosure to what is necessary.

- If your student therapist or supervisor has reason to suspect that a child is abused or neglected, the law requires that a report be filed with the Department of Human Services. Once such a report is filed, NPCC may be required to provide additional information.
- If NPCC has knowledge of or reasonable cause to suspect that a vulnerable adult with developmental disabilities or mental illness is abused, neglected, or exploited, the law requires that NPCC report such information to the Protection and Advocacy Project. Once such a report is filed, NPCC may be required to provide additional information.
- If a client threatens serious physical harm to an identifiable victim, NPCC may take actions to protect the victim. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.
- If a client has a medical emergency the student therapist will contact emergency services.
- Clients who are also UND students should be aware that, under FERPA, clinic records that are released either (a) to persons not involved in your treatment or (b) for purposes other than treatment may be converted from a health/patient record, protected by HIPAA, to student records, which are protected by FERPA. FERPA protected records are more easily accessed by school officials, and, therefore converted records are afforded less stringent confidentiality protection than those governed by HIPAA.

Please Note: If disclosure is necessitated because of child abuse, child neglect, threat of self-injury or danger to others, your therapist will, provided it is reasonably possible, inform you prior to taking action. If your therapist is unable to do so prior, your therapist will discuss it with you as soon as possible after taking such action.

PROFESSIONAL RECORDS - Professional laws and standards require the Protected Health Information (PHI) be kept in your clinical record. Pursuant to HIPAA, this includes information about your reasons for seeking therapy, a description of the ways in which your issues impact your life, your diagnosis, the treatment goals, your progress notes, your medical and social history, your treatment history, past treatment records which are received from other providers,

reports of professional consultations, your billing records, and any reports that have been sent out. NPCC client records are kept in electronic format Electronic means a computer is used to create your client file. You may examine or receive a copy of your records if you request so in writing. The exception to this policy is contained in the HIPAA Notice of Privacy Practices Form. However, because these are professional records, they can be misinterpreted. For this reason, it is required that you initially review them in the presence of your provider or have them forwarded to another provider so you can discuss the contents. NPCC is allowed to charge a copying fee of \$20 for the first 25 pages and 75 cents per page for any pages beyond 25 pages. Training records are also maintained while your file is open and may contain supervisory notes, therapist notes and audio or audiovisual recordings for the purposes of training. These training records are not considered part of your case file, and are accessible only by your student therapist, their supervisor and team, and the NPCC Director of Clinical Training. While insurance companies can request and receive a copy of your clinical record, they cannot receive a copy of your psychotherapy notes without your signed, written authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal. It is important to know that audio or visual training aides are not considered psychotherapy notes, and are intended to be disposed of once the training purpose has been served. Clients are NOT permitted access to these training materials.

PATIENT RIGHTS - HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting amendments to your Clinical Record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice of Privacy Practices Form, Your student therapist and/or supervisor is happy to discuss any of these rights with you.

MINORS & PARENTS - Clients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records unless the student therapist decides that such access is likely to injure the child or we agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes our policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, we will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. We will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless the student therapist feels that the child is in danger or is a danger to someone else, in which case, we will notify the parents of this concern. Before giving parents any information, the student therapist will discuss the matter with the child, if possible, and address any objections he/she may have.

RESEARCH - Due to the training nature of our setting, it is important that we assess the effectiveness and productivity of our student therapists. To this end, you should be aware that NPCC does review general case data such as number of sessions per student therapist. In addition, NPCC will assess outcomes and diagnostic trends of clients using de-identified information from client records.

BILLING AND PAYMENTS - You will be asked to sign a payment agreement at the time of your first appointment. You will be expected to pay for each session when you check in with the front desk receptionist for your appointment, unless other arrangements have been made with your student therapist and the Council of Directors. Payment schedules for other professional services will be identified if they are scheduled (refer to the Professional Fees section on Page 1). Please be aware that supervised student providers are not able to bill third parties for reimbursement. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, NPCC has the option of using legal means to secure the payment. If such legal action is necessary, its costs will be included in the claim.

INSURANCE REIMBURSEMENT - Currently NPCC utilizes a sliding scale fee and does not file or accept insurance or third party payers. At such a time insurance is billed, you will be asked to sign a separate reimbursement agreement if you are seeing a provider at NPCC that accepts insurance or third party payers.

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Grand Forks, ND 58202-7132
701-777-3745

Confidentiality Policy and Consent for Therapy and Assessment Services Agreement

(Please initial next to each section to indicate you have read/been told and understand the following)

_____ Your signature indicates that you have read/been told, understood, and agree to the terms of this **Confidentiality Policy and Consent for Therapy and Assessment Services**. Your signature also indicates that you have received the Notice of Privacy Practices and have been given the opportunity to ask any questions about them.

_____ Notice for parents or legal guardians, by signing this Agreement, you are stating that you are a legal guardian of this child and can therefore seek medical service on behalf of this child. You agree to take full legal and financial responsibility for seeking mental health services of this child.

_____ Notice for parents or legal guardians of children in the Grand Forks Public School System and participating in the Access For All Scholarship Grant, by signing this Agreement, you are stating that you agree to have the full name(s) of the minor(s) you are affiliated with and your name, if you are receiving services, released to Grand Forks Public Schools to process reimbursement.

_____ Your signature indicates that you give permission for counseling sessions at Northern Prairie Community Clinic, a training clinic, to be audio or video recorded. Your signature also indicates that you understand these tape recordings will be used only for training and supervision purposes. No one will view or listen to these tapes except for your Student Therapist, Doctoral Student and Licensed Supervisor(s), and other masters or doctoral students in training in the same program at UND. You understand that all of those individuals are bound by the same standards of confidentiality and professional ethics as the Student Therapist. You also understand the recordings will be destroyed after they are used for supervision purposes.

_____ Your signature indicates that you agree to not leave child(ren) or vulnerable individuals unsupervised in the NPCC waiting room.

WAITING ROOM SUPERVISION OF CHILDREN AND VULNERABLE ADULTS --

NPCC prohibits families from leaving children or other vulnerable individuals unsupervised in the waiting room area. Vulnerable individuals are defined as adolescents or adults who, due to severe cognitive, mental health or other disabilities, would be unable to take care of themselves and avoid significant instances of harm or exploitation. Vulnerable individuals and children under the age of 12 years old must have a parent/legal guardian, adult family member, or babysitter with them in the clinic when not in session with their therapist.

Your signature indicates that you agree to not leave child(ren) or vulnerable individuals unsupervised at NPCC.

Client Name (Print): _____ Date signed: _____

Client or Legal Guardian Signature: _____ Relationship to Client (Print): _____

Witness Signature: _____ Date: _____