

Bobby Scott & Associates Professional Counseling Bobby Scott, MA, LMFT, CAADC, DBT-C Matt Ellis, MA, M.Div., LPC Marty Forsythe, LPC, Jarrett Jamieson, M.Div.

Patient Name		Age	Sex	Grade
Patient's Date of Birth				
Home Address				
City	State	Zip	Phone:	
Insurance Company	ID) No:	(Group No
Insured's Name	Birthdate:			
Insured's Employment	Relationship to patient			
EAP: Y N Authorization No	EAP Company:			
Referred by	May we	contact this refer	ral source?	YesNo

PATIENT INFORMATION

The following information is being provided so that you will have an understanding of the conditions of your therapy. Please read this carefully, and feel free to ask questions about anything that seems unclear.

TYPE OF PRACTICE: Turning Point Counseling & Consulting, LLC dba Bobby Scott & Associates Professional Counseling is owned by Robert L. Scott and furthermore known as BSAPC. All psychiatrists and practitioners that are independently contracted and own their own private practices are separate entities from BSAPC and are not employees of BSAPC. BSAPC offers psychological services that include BSAPC patient services. The individual practitioners noted above may offer individual and group therapy, family therapy, marriage and family therapy, and other BSAPC patient services not affiliated with BSAPC.

PSYCHOTHERAPY: Psychotherapy is designed to help people increase their understanding and awareness of problem areas and to learn more effective methods of dealing with these issues. There are potential risks as well as potential benefits. Psychotherapy may involve the risk of remembering unpleasant events and experiencing intense emotions. People sometimes report feeling worse before feeling better, and in personal relationships (e.g., martial relationships) it is possible for one party to develop or change in such a way as to grow apart from his or her partner, and thus weaken or dissolve the relationship. The decision as to which type of therapy to use will be decided jointly with you after an initial assessment. Should services that we do not provide appear indicated, we will be glad to suggest other options and make referrals for you.

PASTORAL COUNSELING: Pastoral Counseling is offered by out licensed ministers. It is not therapy and does not utilize therapeutic techniques outside the pastoral scope of practice. Pastoral counselors are trained to cope with spiritual and some life stressors and know when to refer to licensed therapists when and if the client needs more specialized mental health or substance abuse treatment.

PSYCHIATRIC SERVICES: Since such limitations are always a function of the particular problem in question, you are invited to discuss your treatment plan with the doctor. After you have met to discuss your concerns, the doctor will construct an individualized treatment plan with you for the concerns/issues you are having and how to deal with them. Please feel free to discuss any of these matters with him in more detail.

CONFIDENTIALITY: (SEE HIPPA PRIVACY POLICY ATTACHMENT): In order to provide for consultation and emergency coverage, the therapists affiliated with BSAPC do discuss patients among themselves unless you specify other-

wise. Also, all BSAPC therapists may share clinical information about clients to coordinate each individuals treatment planning and progress.

APPOINTMENTS: Patients are seen by appointment only. If a conflict arises that will cause you to miss a scheduled appointment, please notify our office. As a rule, 24 hours notice allows us to make use of the time previously reserved for you. If you do not give us 24 hours notice, we reserve the right to charge the regular fee for the missed appointment. We require a debit or credit card number to be kept on file and by signing this document you are giving permission to charge that card for any missed appointments or not cancelling within the 24 hour period. This policy does NOT apply to Employee Assistance Program (EAP).

TELEPHONE CALLS/EMERGENCIES: We can usually be reached through our office. In emergencies and we are unable to be reached, please call 911 or go to your nearest emergency room.

FINANCIAL CONSIDERATIONS: Should a request be made of your clinician that he/she become involved in legal matters (e.g., giving testimony, deposition, etc.) the fee for such activity is \$175 per hour for preparation and review of materials and then \$175 per hour for all other time involved, to include, but not limited to, travel time, court time, and other time involved. A retainer fee based on the estimated time involved will be charged, to be paid 48 hours in advance, with the minimum including \$175 preparation fee along with \$700.00 for up to four hours of deposition/testimony (including waiting and travel time for a total of \$. If the deposition or court hearing is not cancelled with two business days of the scheduled time, the minimum charge of \$875 will be forfeited. The \$875 minimum fee covers the therapist time due to cancellation of appointments in order to be present at court.

A written request for the release of information is available and is required to begin the process of obtaining information. **The standard turn around time for written information is five (5) business days.** Urgent or "emergency requests shall incur a surcharge to be paid before the information is released. If the time frame will be longer than five(5) days, the client will be alerted as to the reason.

The generating of letters, treatment summaries, or other written communications may require that a fee be assessed. The fee for completing work related forms such as FMLA and Disability forms is a minimum of \$20.

As a courtesy to our patients, our office will file claims for you if and only if we are a participating provider with that company. Regardless of the action of your insurance company, you are ultimately responsible for your bill. Co-payments are due at the time of service.

There will be a \$35 service charge for all returned checks. If this account is litigated or turned over to an attorney for collection by suit or otherwise, the patient (or responsible party undersigned) agrees to pay all costs of collection and litigation, together with a reasonable attorney's fee.

CONSENT TO RECEIVE SERVICES (please initial and sign)

Bobby Scott & Associates Professional Counseling CANCELLATION POLICY

(NOTE- This does not apply to EAP Sessions)

Out therapists require a DEBIT or CREDIT card to be on file. In the event of a NO SHOW or NO 24 HOUR NOTICE for scheduled appointments your card will be charged a \$50 fee unless an emergency situation prevented you from making your appointment. Your provider will have full discretion as to whether the reason was indeed an emergency. If you do not have a DEBIT or CREDIT card, you will be required to post a retainer to your account. It will be refunded or credited to your account upon discharge from your treatment.

I understand and agree to the above policy.

Client Communication/Appointment Reminders/Online Access

You can receive an appointment reminder to your email address, text message to your cell phone, or a call to your home phone (via a computer generated voice message) the day before your scheduled appointments.

Your name:
Your email address:
Your cell phone number:
May leave a message on cell number: (circle one) Yes or NO
We automatically send a text reminder . If you would prefer something different please check below:
Via email
Via voice mail
Appointment information is considered to be "Protected Health Information" under HIPPA.
Patient Portal
Clients are able to access your appointments online at therapyappointment.com .
1. Go to the website and click on login.
2. Click on "Find a therapist"
3. Search for your therapist's name click on it4. Enter the following user name and password:
1. User Name: first initial and last name. For example: John Doe would be "jdoe"
2. Password: First initial of your first name and your birthdate without "/". For example
10/10/05 would be j10102005.
NOTE: This is a temporary password. You will be prompted to change it to a permanent.
Emongonay contact Deletion.
Emergency contact Relation:
Emergency contact phone number:

Notice of Turning Point, LLC dba Bobby Scott & Associates Policies and Practices to Protect the Privacy of Your Health Information

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW CAREFULLY. FOR THE PURPOSES OF THIS NOTICE, BSAPC WILL REFER TO TURNING POINT COUNSELING AND CONSULTING STAFF.

- 1. <u>Uses and Disclosures for Treatment, Payment, and Health Care Operations</u>

 BSAPC may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions:
 - "PHI" refers to information in your health record that could identify you.
 - "Treatment, Payment, Health Care Operations"
- *Treatment is when BSAPC provides, coordinates or manages your health care and other services related to your health care. An example of treatment would be when BSAPC consults with another health care provider, such as your family physician or another psychologist.
- * Payment is when BSAPC obtains reimbursement for your healthcare. Examples of payment are when BSAPC discloses your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
- *Health Care Operations are activities that relate to the performance and operation of BSAPC's practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- "USE" applies only to activities within BSAPC such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- "Disclosure" applies to activities outside of BSAPC such as releasing, transferring, or providing access to information about you to other parties.

2. Uses and Disclosures Requiring Authorization

BSAPC may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An "authorization" is written permission above and beyond the general consent that permits only specific disclosures. In those instances when BSAPC is asked for information for purposes outside of treatment, payment and health care operations, BSAPC will obtain an authorization from you before releasing this information. BSAPC will also need to obtain an authorization before releasing your psychotherapy notes. "Psychotherapy Notes" are notes your therapist has made about your conversation during a private, group, joint, or family counseling session, which he/she is kept separate from the rest of your medical record. These notes are a given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) BSAPC has relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

- 3. <u>Uses and Disclosures with Neither Consent nor Authorization</u>
 BSAPC may use or disclose PHI without your consent or authorization in the following circumstances:
- Chile Abuse: If BSAPC has knowledge of any child who is suffering from or has sustained any wound, injury, or disability, or physical or mental condition of such a nature as to reasonably indicate that it has been caused by brutality, abuse, or neglect, BSAPC is required by law to report such harm immediately to MS Department of Children's Services or to the judge having juvenile jurisdiction, or to the office of the sheriff or the chief law enforcement official of the municipality where the child resides. Also, if BSAPC has reasonable cause to suspect that a child has been sexually abused, BSAPC must report such information, regardless of whether the child has sustained any injury.
- Vulnerable Adult and Elder Abuse: If BSAPC has reasonable cause to suspect that an adult has suffered abuse, neglect, or exploitation, BSAPC is required by law to report such information to the MS Department of Human Services.
- Health Oversight: If a complaint is filed against a therapist with the MS Division of Health Related Boards, the Board has the authority to subpoena confidential mental health information from BSAPC relevant to that complaint.
- Judicial or Administrative Proceedings: If you are involved in a court proceeding and a request is made for information about the professional services that BSAPC has provided you and/or the records thereof, such information is privileged under state law, and BSAPC must not release this information without your written authorization or a court order. BSAPC must inform you in advance if this is the case.
- Serious Threat to Health or Safety: If you communicate to a therapist an actual threat of bodily harm against a clearly identified victim, and your therapist has determined or reasonably should have determined that you doing so, BSAPC is required to take reasonable care to predict, warn of, or take precautions to protect the identified victim from your violent behavior.

- Workers' Compensation: If you file a worker's compensation claim, and your therapist is seeing you for treatment relevant to that claim, BSAPC must, upon request, furnish to your employer or insurer, and to you, a complete report as to the claimed injury, the effect upon you, the prescribed treatment, and estimate of duration of hospitalization, if any, and a statement of charges.

4. <u>Patient's Rights and BSAPC's Duties</u>

Patient's Rights:

- Right to Request Restrictions: You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, BSAPC is not required to agree to a restriction you request.
- Right to Receive Confidential Communications by Alternative Means and at Alternative Locations: You have the right to request and receive confidential communications of BSAPC by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing a therapist. Upon your request, BSAPC will send your bills to another address.)
- Right to Inspect and Copy: You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. On your request, BSAPC will discuss with you the details of the request process.
- Right to Amend: You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. BSAPC may deny your request. On your request, BSAPC will discuss with you the details of the amendment process.
- Right to an Accounting: You generally have the right to receive an accounting of disclosure of PHI regarding you. On your request, BSAPC will discuss with you the details of the accounting process.
- Right to a Paper Copy: You have the right to obtain a copy of the notice from BSAPC upon request, even if you have agreed to receive the notice electronically.

BSAPC Duties:

- BSAPC is required by law to maintain the privacy of PHI and to provide you with a notice of BSAPC's legal duties and privacy practices with respect to PHI.
- BSAPC reserves the right to change the privacy policies and practices described in this notice. Unless BSAPC notifies you of such changes, however, BSAPC is required to abide by the terms currently in effect.
- BSAPC reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI that it maintains. If BSAPC revises policies and procedures, BSAPC will provide you with a revised notice.

5. Complaints

If you believe your privacy rights have been violated, you may file a complaint with our practices or with the Secretary of the Department of Health and Human Services. To file a complaint with our practice, contact the BSAPC Administrator, (662) 483-1114. All complaints must be submitted in writing. You will not be penalized for filing a complaint.