



Agreement to Treatment

Patient Name: _____ **Date of Birth:** _____

Milestones Mental Health and Wellness offers psychiatry and psychotherapy services to children, adolescents, adults, and families. Providers within the group are:

Karen D. Miles, MD

Mary Whalen, LCSW

Rebecca Farrell, LCSW

Kelley Marrale, LCSW, BCB

Jennifer Colvin, MD, PhD

The psychotherapy that you and/or your child will receive will work toward desirable changes in functioning. Psychotherapy has risks and benefits. Minimal risks include discussing unpleasant aspects of one's life and potentially experiencing uncomfortable feelings, such as sadness, anxiety, anger, and/or helplessness. Potential benefits include positive changes in individual and family functioning, better relationships, solutions to problems, and significant reduction in feelings of distress and/or specific symptoms. If treatment with medication is indicated, the risks and benefits of each individual proposed medication will be discussed at the time of initial prescription. The first, and possibly second and third, meetings will consist of an assessment of your needs. By the end of the assessment period, a clinical diagnosis and treatment plan will be discussed. A specific plan for psychotherapy and/or medication monitoring will need to be mutually agreed upon.

The services at Milestones Mental Health and Wellness may be considered out-of-network for your insurance company. You can be provided with a receipt of service with adequate information to submit to your insurance company for out-of-network reimbursement. We can also attempt to file that for you electronically. If the provider is considered in-network with your insurance company, you may still be responsible for co-pay, co-insurance, or deductible payment. The fees (in-network payments or out-of-network fees) are due at the time of service.

The fee schedule is presented below, unless other arrangements have been made:

- For participating insurance plans, you are only responsible for your co-payment, co-insurance, or deductible at the time of service.
 - These typically range from \$10-\$60 per visit, depending on your plan. However, you may have to pay the full insurance negotiated charge if you have a deductible plan. This ranges from \$75-\$200.
- For non-participating insurance plans:
 - Appointments with Dr. Miles and Dr. Colvin:
 - Psychiatric evaluation - \$350
 - One hour return appointment - \$250
 - 30 minute return appointment - \$160
 - Appointments with Associates:
 - Initial evaluation - \$225
 - One hour psychotherapy sessions- \$200
 - 45 minute psychotherapy sessions- \$150
 - 30 minute psychotherapy sessions- \$100
 - Crisis appointments - \$225
 - Group Therapy - \$50
- Clinical Consultation fee (outside of session): \$25 for every 15 minutes
- Returned check fee - \$25



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Late cancellation and No show policy: There is an expectation of 24 hour notice provided prior for cancellation of a scheduled appointment. Each client is allowed one grace late cancellation/no show each calendar year without being charged the full fee for the appointment. Insurance will not pay this fee. The provider reserves the right to waive this fee in the case of unforeseen circumstances. **We reserve the right to utilize the services of a collection agency to obtain unpaid balances, if necessary.**

Please initial that you have read and understand the above information.

Confidentiality is further described in the HIPAA notice of privacy practices, which is at the end of this document. In summary, the confidentiality of information obtained during the assessment and therapy sessions will be guarded except where prescribed by law. Possible legal exceptions to confidentiality may occur if necessary to protect individuals from child abuse or neglect, or in cases of potential harm to self or others. In such cases, confidentiality would only be broken to protect individuals from significant harm or death.

Prescribers have the right to access the controlled substances prescribing database, communicate with other prescribers for clients, and place a copy of the database report in the medical record.

If you and/or your child are working with multiple providers in the agency, this serves as consent for these providers to communicate regarding treatment in order to coordinate care.

For concerns that arise when the office is closed, there are instructions regarding reaching a provider on the answering message at the regular office number or website (www.KarenDMilesMDPLLC.com).

Communications over the Internet, text and/or using the email system may not be encrypted and may not be secure. There is no assurance of confidentiality when communicating via email or text.

Social Networking Sites: We do not accept friend or contact requests from current or former clients on any social networking sites such as Facebook, Instagram, or LinkedIn. We believe that accepting clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy, as well as blurring boundaries of therapy.

Use of Search Engines: It is not a regular part of our practice to search for clients on Google, social media sites, or other search engines. Extremely rare exceptions may be made during times of crisis. If we have a reason to suspect that you are in danger and you have not been in touch with us via our usual means (coming to appointments, phone, or email), the use of a search engine (to find you, find someone close to you, or to check on your recent status updates) becomes necessary as part of ensuring your welfare. These are unusual situations and if we ever resort to such means, we will fully document it and discuss it with you when we next meet.

Email: Email communications are two-way communications. However, responses and replies to emails sent to or received by either you or your health care provider may be hours or days apart. This means that there could be a delay in receiving treatment for an acute condition. If you have an urgent or an emergency situation, seek immediate attention by calling 911.



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Email messages on your computer, laptop, or other device have inherent privacy risks especially when your email access is provided through your employer or when access to your email messages is not encrypted. Unencrypted email provides as much privacy as a postcard. You should not communicate any information with your health care provider that you would not want to be included on a postcard that is going to go through the mail. Email is sent at the touch of a button. Once sent, an email message cannot be recalled or canceled. Errors in transmission, regardless of the sender's caution, can occur.

At your health care provider's discretion, your email message and any and all responses to them may become part of your medical record. In some circumstances, you might sign a release of information consenting for us to communicate with another provider or person about our work together. If you sign an authorization form for us to communicate with another individual about our work and that authorization form does not include specific language prohibiting the sharing of information received by email, then any and all email correspondence is subject to being shared with such individuals.

Text Messages: As with email, text messages are not secure and could theoretically be read by others. If you text us with private information, you are acknowledging that this is not a secure method of communication. We recommend that texting be used only in rare instances, such as when a check-in call is needed or to alert regarding a late arrival to session.

By signing this consent, you agree to the following: You certify that the email address provided on this request is accurate, and that you accept full responsibility for messages sent to or from this address. You understand our social media and communications policy. You understand and acknowledge that communications over the Internet, text, and/or using the email system may not be encrypted and may not be secure and that there is no assurance of confidentiality of information when communicated via email. You understand that all email communications may be forwarded or shared with any person for whom you have signed a release of information form, unless you have explicitly requested that emails not be shared with the person and this request was documented on the release of information form that you signed.

You agree to hold Milestones Mental Health and Wellness and individuals associated harmless from any and all claims and liabilities arising from or related to this request to communicate via email or text.

If there was a breach of your protected health information (PHI) by us, you have the right to be notified of the breach. A breach of PHI is acquisition, access, use, or disclosure of your PHI in violation of HIPAA Privacy Rules. If a breach were to occur, you have a right to be notified and we would notify you. In addition, we would conduct an investigation and risk assessment of the breach to determine how to make necessary adjustments and to prevent recurrences of breaches.

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What is Telehealth?



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"Telehealth" is "the use of interactive audio, video or other electronic media for the purposes of diagnosis, consultation or treatment." It refers to the provision of mental health services with the provider and the recipient of services being in separate locations, and the services being delivered over electronic media. Services delivered via telehealth rely on a number of electronic, often Internet-based, technology tools. These tools can include video-conferencing software, email, text messaging, virtual environments, specialized mobile health ("mHealth") apps, and others. This practice utilizes Google Meets for all sessions.

If you have any questions or concerns about the above tool, please feel free to contact our office so we can discuss the risks, benefits, and specific application to your treatment.

Benefits and Risks of Telehealth:

Receiving services via telehealth allows you to:

- Receive services at times or in places where the service may not otherwise be available.
- Receive services in a fashion that may be more convenient and less prone to delays than in-person meetings.
- Receive services when you are unable to travel to the office.

Receiving services via telehealth has the following risks:

Telehealth services can be impacted by technical failures, may introduce risks to your privacy, and may reduce our ability to directly intervene in crises or emergencies. Here is a non-exhaustive list of examples:

- Internet connections and cloud services could cease working or become too unstable to use
- Cloud-based service personnel, IT assistants, and malicious actors ("hackers") may have the ability to access your private information that is transmitted or stored in the process of telehealth-based service delivery.
- Computer or smartphone hardware can have sudden failures or run out of power, or local power services can go out.
- Interruptions may disrupt services at important moments, and the provider may be unable to reach you quickly or use the most effective tools.
- Psychotherapy using video services may not be as comprehensive as in-person treatment.

There may be additional benefits and risks to telemental health services that arise from the lack of in-person contact or presence, the distance between client and provider at the time of service, and the technological tools used to deliver services. We will assess these potential benefits and risks, sometimes in collaboration with you, as our relationship progresses.

Assessing Telehealth's Fit For You

Although it is well validated by research, service delivery via telehealth is not a good fit for every person. We will continuously assess if working via telehealth is appropriate for your case. If it is not appropriate, we will determine whether it is best to cease services for the time being or find another alternative, if possible.

Please talk with your provider if there are any reasons why the telehealth platform interferes with the receiving services. You also have the right to terminate telehealth sessions at any time.

Telehealth In Our Practice



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For our practice, telehealth is used for initial mental health evaluations, ongoing assessment, consultation, treatment planning, and therapy.

Each provider has different licensure requirements and may not be licensed to practice counseling or psychiatry services in any state other than North Carolina. This means that you must be physically located in the state of North Carolina during your telehealth appointment. There may be certain limited conditions under which you and your provider can use video to “meet” while you are in another state; these will be considered on a case-by-case basis.

Currently, insurance companies have covered the cost of telehealth visits the same as visits in the office. It is possible that this could change in the future. All clients using telehealth will be responsible for their copay at time of service. This will be collected by your provider upon the completion of your appointment by credit/debit card manual entry, can be invoiced to you, or by check made to Karen D Miles, MD, PLLC and mailed to the office at 3400 Croasdaile Drive, Suite 305, Durham, NC 27705.

Your Telehealth Environment

You will be responsible for creating a safe and confidential space during sessions. You should use a space that is free of other people. It should also be difficult or impossible for people outside the space to see or hear your interactions with your provider during the session. A session will not be conducted while you are operating a moving vehicle. You must be properly clothed and not engaging in the use of alcohol, nicotine, or other substances during the appointment.

Our Communication Plan

At our first session, we will develop a plan for backup communications in case of technology failures and a plan for responding to emergencies and mental health crises. In addition to those plans, we have the following policies regarding communications:

The best way to contact our office is by phone at (984) 888-5876. Non-encrypted email is also an option at: reception@karendmilesmdpllc.com.

Our office will respond to your inquiry as soon as possible. Please allow up to 48 business hours for our office to return messages.

Our therapeutic work is done during our scheduled sessions. Contact between sessions should be limited to confirming, canceling, or changing appointment times or billing questions.

Our Safety and Emergency Plan

As a recipient of telehealth-based services, you will need to participate in ensuring your safety during mental health crises, medical emergencies, and sessions that you have with your provider. In case of immediate attention for a mental health crisis, call 911.

We encourage you to designate an emergency contact. You will need to provide permission for us to communicate with this person about your care during emergencies. Your provider will also develop a plan for what to do during mental health crises and emergencies.

Your Security and Privacy

Except where otherwise noted, our office employs software and hardware tools that adhere to security best practices and applicable legal standards for the purposes of protecting your privacy and ensuring that records of your health care services are not lost or damaged.

As with all things in telehealth, however, you also have a role to play in maintaining your security. Please use reasonable security protocols to protect the privacy of your own health care information.



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The laws that protect the confidentiality of your personal information apply just as much to video sessions as they do to in-person appointments. There are both mandatory and permissive exceptions to confidentiality: child or vulnerable adult abuse; expressed intent to harm yourself or others; or as a part of legal proceedings where information is requested by a court of law. With those exceptions, we will never convey any information from our video interaction to other entities without your written authorization, except as permitted by HIPAA for purposes of coordination of care.

Recordings

Please do not record video or audio sessions without your provider's consent. Making recordings can quickly and easily compromise your privacy, and should be done only with great care. Your provider will not record video or audio sessions without additional consent.

Please initial that you have read and understand the above information.

Notice of Privacy Policies

This notice describes how your medical information can be used, disclosed and safeguarded, and how you can get access to this information. Please review it carefully.

Provider Responsibilities: The confidentiality of your personal healthcare information is very important to us. Your health information includes both clinical (symptoms, diagnose, treatments) and administrative (billing, dates) material. Generally speaking, providers are required to maintain the privacy of your health information as required by law, provide you with the Notice of provider duties and privacy practices regarding the health information about you that your provider collects and maintains, and follow the terms of this Notice currently in effect.

Uses and Disclosures of Information: Under federal law, your provider is permitted to use and disclose personal health information for treatment, payment, and health care operations without authorization. Whenever possible, we will obtain your consent before disclosing any such information. Here are some examples.

- **Treatment:** Your provider consults with your therapist or family doctor about your condition.
- **Payment:** Your health information is disclosed to your insurer to obtain reimbursement. In these situations, your provider will disclose only the minimum amount of information necessary.
- **Health Care Operations:** This refers to administrative activities such as services and audits that relate to the operation of this practice.

Other Uses and Disclosures: In the following situations your provider may be ethically or legally obligated to use or disclose your personal information without authorization

- **Serious Threat to Health or Safety:** Your provider may disclose your health information to protect you or others from a serious threat of harm by you.
- **Abuse, Neglect, or Domestic Violence:** If you give your provider information which leads her to suspect child abuse, neglect, or death due to maltreatment of a child; or that a disabled adult is in need of protective services, you provider must report such information to the county Department of Social



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Services. If asked by the Director of Social Services to turn over information relevant to a child protective services investigation, she must do so.

- **Minors:** If you are an unemancipated minor under North Carolina law, there may be circumstances in which your provider discloses health information about you to a parent, guardian, or other person acting in loco parentis, in accordance with your provider's legal and ethical responsibilities.
- **Parents:** If you are the parent of an unemancipated minor, and are acting as the minor's personal representative, your child's health care provider may disclose health information about your child to you under certain circumstances. For example, if the provider is legally required to obtain your consent as your child's personal representative in order for your child to receive care from this practice, the provider may disclose health information about your child to you.

In some circumstances, a provider may not disclose health information about an unemancipated minor to you. For example, if your child is legally authorized to consent to treatment (without separate consent from you), consents to treatment and does not request that you be treated as his or her personal representative, the provider may not disclose information about your child to you without your child's written authorization.

- **Judicial or Administrative Proceedings:** In cases where you are involved in a court proceeding and a request is made for your personal health care information, this information is privileged under state law and your provider will not release it without your consent or a court order.
- **Worker's Compensation:** Your provider may disclose health information about you for purposes related to worker's compensation, as required and authorized by law.
- **Health Care Oversight:** Your provider may disclose health information about you for oversight activities authorized by law or to an authorized healthcare agency to facilitate auditing, inspection, or investigation related to your provider's provision of health care, or to the health care system.
- **Food and Drug Administration (FDA):** Your provider may disclose health information about you to the FDA, or to an entity regulated by the FDA, in order, for example, to report an adverse event or a defect related to a drug or medical device.
- **Required by Law:** Your provider may disclose health information about you as required by federal, state, or other applicable law. You will be notified, as required and when allowed by law, of any such disclosures.

Psychotherapy Notes: In the course of your care with this practice, your provider may keep separate notes about your conversations. These notes, known as psychotherapy notes, are kept apart from the rest of your medical record and their confidentiality is subject to greater protection. Psychotherapy notes may be disclosed only after you have given written authorization to do so. (Limited exceptions exist, e.g. in order for your provider to prevent harm to yourself or others, and to report child abuse/neglect). You cannot be required to authorize the release of your psychotherapy notes in order to obtain health-insurance benefits for your treatment or enroll in a health plan. Psychotherapy notes are also not among the records you may request to review or copy (see discussion of your rights in the next section below). If you have any questions, feel free to discuss your rights with your provider.

Your Health Information Rights: Under the law, you have certain rights regarding the health information that is collected and maintained about you by this practice. This included the rights to:



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- Request that your provider restricts certain uses and disclosures of your health information; your provider is not, however, required to agree to that restriction.
- Request that your provider communicate with you by alternative means. Your provider will accommodate reasonable requests for such confidential communications; for example, if you do not want a family member to know you are receiving treatment at this practice, your provider can send correspondence to an alternate address.
- Request to review, or receive a copy of, the health information about you that is maintained by this practice. If your provider is unable to satisfy your request, your provider will tell you in writing the reason for that denial and your right, if any, to request a review of that decision.
- Request that your provider amend the health information about you that is maintained in her files and the files of other members of the Milestones Mental Health and Wellness treatment team (if applicable). Your request must explain why you believe the records are incorrect, or otherwise require amendment. If your provider is unable to satisfy your request, she will tell you in writing the reason for the denial and tell you how you may contest the decision, including your right to submit a statement (of reasonable length) disagreeing with the decision. This statement will be added to your records.
- Request a list of your provider's disclosures of your health information. This list, known as an "accounting" of disclosures, will not include certain disclosures, such as those made for treatment, payment, or healthcare operations.
- Request a paper copy of this Notice. In order to exercise any of your rights described above, you must submit your request in writing to your provider. If you have any questions about your rights, please speak with your provider in person or by phone during normal office hours.

For More Information or to Report a Problem: If you need further information or want to contact your provider for any reason regarding the handling of your health information, please direct any communication to: Milestones Mental Health and Wellness, 3400 Croasdaile Drive, Suite 305, Durham, NC 27705 or (888) 984-5876. If you believe your privacy rights have been violated, you may file a written complaint by mailing it or delivering it to your provider. You may complain to the Secretary of Health and Human Services (HHS) at: Office for Civil Rights U.S. Department of Health and Human Services 200 Independence Avenue, S. W. Room 509F, HHH Building Washington, D.C. 20201 1-800-368-1019; OCRprivacy@hhs.gov Your provider cannot, and will not, make you waive your right to file a complaint with HHS as a condition of care at Milestones Mental Health and Wellness or penalize you for filing a complaint with HHS.

Revisions to this Notice: The providers at Milestones Mental Health and Wellness reserve the right to amend the terms of this Notice. If this Notice is revised, the amended terms shall apply to all health information that your provider maintains, including information about you collected or obtained before the effective date of the revised Notice. If the revision reflects a material change to the use and disclosure of your information, your rights regarding such information, your provider's legal duties, or other privacy practice described in the Notice, your provider will promptly distribute the revised.

Please initial that you have read and understand the above information.



Agreement to Treatment (continued)

Please sign to indicate that you have read and understand the entire Agreement to Treatment document.

Client Signature: _____

Date: _____

(or parent/guardian signature if under 18)

Print Name: _____

DOB: _____

(of the person signing, if different from client)