

# Cathexis Tucson, LLC

## Psychotherapy and Counseling Service Agreement

(Revised 06/01/2026)

(Includes Legal Guardianship Policy, Client Rights and Responsibilities, HIPAA Privacy Statement, and Consent for Telehealth Services)

**We welcome you to Cathexis!** This document contains important information about the professional services and business policies of Cathexis Tucson, LLC (Cathexis). Although this document is lengthy and at times complex, it is very important that you read through each section carefully and discuss any questions or concerns with your therapist.

By signing this Agreement, you are consenting to enter a therapeutic relationship with Cathexis. You can revoke this Agreement at any time. If you decide to end the treatment relationship, please consult with your therapist about your desire to do so. That revocation will be binding on Cathexis, unless this agency has taken action in reliance on it, if there are obligations imposed on this agency by your health insurance in order to process or substantiate claims made under your policy or if you have not satisfied any financial obligations you have incurred. This consent to treat will expire 12 months from the date of signature, unless otherwise specified.

Similarly, Cathexis has the option to terminate this Agreement if: a) it is determined that we are unable to meet your treatment needs; b) it is determined an ethical conflict exists; c) it is determined you require a higher level of care; d) it is determined by your clinician that there exists no Medical Necessity for psychotherapy services as defined by the Arizona Department of Health Services, Medicaid, and/or your insurance provider; e) it is determined that trust in the therapeutic relationship has been eroded by the actions of either party to the extent that it is not reasonable to expect that a trusting therapeutic relationship can be restored. Should any of these situations occur, the termination will be clearly discussed with you and the counselor may provide you with a written Termination of Services and appropriate referrals, if applicable. If at any point, Cathexis feels its office, staff or clients are threatened, therapy will be terminated immediately. Should that occur, Cathexis will offer referrals as deemed appropriate.

**Special Note: Cathexis does not and will not take part in client legal/guardianship matters. Our focus is to protect and prioritize a healthy therapeutic relationship with our clients; therefore, Cathexis will take every and all steps to avoid becoming enmeshed in client legal affairs. Please do not engage in services with Cathexis if your intention is to secure witness testimony for legal/guardianship matters.**

1. General Agreement Provisions – This section includes information on key policies that directly affect the delivery and administrative aspects of your care at Cathexis. This includes our policy to take ALL measures available to us towards avoiding involvement in client legal affairs.
2. Legal Guardianship Policy – Applicable to minor clients or adult clients under the care of Legal Guardians who possess Health Care Decision Making Authority (referred to in this Consent for Services as simply Legal Guardian). This includes our policy to not engage in client legal/custody affairs.
3. Client Rights and Responsibilities - This section includes a Client Rights and Responsibilities Notice which we are required to provide at your intake appointment.
4. HIPAA Privacy Statement - Included in this section is information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient/client rights regarding the use and disclosure of your Protected Health Information (PHI) used for the purposes of treatment, payment and health care operations. HIPAA requires that Cathexis provides 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 Cathexis obtain your signature acknowledging that you have been provided with this information.
5. Telehealth Consent – This section includes a Telehealth Consent form which will allow you the opportunity to engage in Telehealth services should you and your clinician agree to incorporate this intervention in any part of your treatment.

## **Section 1 – General Provisions:**

### **Hours of Operation:**

**Clinical Hours:** By appointment only. Some clinicians are available for weekend and evening appointments, and we will make every effort to accommodate your needs with an appropriate therapist as availability allows.

**Administrative Hours:** Monday – Friday, 10am – 3pm

### **The Therapeutic Environment:**

At Cathexis, we value the importance of a safe, secure, pleasant, and inspiring therapeutic environment to promote best outcomes. Therefore, to help ensure everyone who walks through our doors feels safe and honored, we have implemented the following policies:

1. Quiet voices should be used in the reception areas
2. Earbuds should always be used with electronic devices
3. Phone calls should be taken outside the office
4. No smoking in or immediately outside of the office
5. Firearms, even with Concealed Carry privileges, are not allowed inside the Cathexis office at any time. No exceptions can be made to this policy.
6. Harassing, discriminating, hateful, or otherwise aggressive speech or actions will not be tolerated in the Cathexis office. This includes speech or behavior towards/between clients, Cathexis staff, and/or guests.

### **Counseling and Psychological Services:**

Counseling and psychotherapy are not easily described in general statements and varies for each client depending on the issues presented at the beginning and during treatment. Cathexis counselors employ various methods and incorporate various theoretical orientations. Psychotherapy and counseling require your active participation, in session and out of session. Counseling and psychotherapy can have both benefits and risks. Since counseling and psychotherapy often involve discussing difficult and sometimes painful aspects of your life, you may experience unpleasant feelings and disruptions in your daily life. Conversely, counseling and psychotherapy have been shown to have benefits such as improved relationships, improved self-esteem and a reduction in unpleasant symptoms. Much depends on your intentions and investment in the process. As with any counseling and psychotherapy process, there are no guarantees as to the results.

The relationship between therapist and client is important and requires time to develop. The first few sessions may involve an informal evaluation of your needs. If you decide to continue and you determine you would benefit from working with Cathexis, the counselor will provide you with his/her impressions of what your work will include and develop a treatment plan with you. You can revise the treatment plan at any time. Counseling and psychotherapy require a commitment of time, money, and energy and, due to the nature of the treatment relationship, choosing the appropriate therapist is important. If at any time during our work together you have questions about your process or the way your therapist works, please bring your questions to session. To best serve their clients, clinicians must maintain clear boundaries which limits involvement in their client's lives to that of in office clinical treatment only. Clinicians cannot function in dual capacities such as, but not limited to, a friend, spiritual advisor, legal counsel, etc. Such boundaries are crucial in securing a sound therapeutic relationship between therapist and client.

You are encouraged to ask questions about anything that happens in therapy. Your counselor is committed to discussing the process, techniques, theories or anything else that may arise. You may ask the counselor to try something you think could be helpful. You may ask about the counselor's training, impressions and the process. You may request a referral to someone else if you feel your work together is not an appropriate fit for you.

### **Meetings, Financial Obligations and Fees:**

**Insurance Clients:** Fees are based on the length or type of treatment, which is determined by the nature of the service. You will be responsible for any charges not covered by commercial insurance, including co-payments and deductibles. **Out of Pocket Cost Disclaimer:** As a courtesy, the administrative staff will attempt to determine out of pocket expenses and provide an estimate of costs but ultimately it is the client's responsibility to understand their insurance liabilities. However, insurance policies continue to grow in complexity, and it may not be possible to determine accurate out of pocket expenses until the claims have been finalized by the payer. If it is determined that out of pocket expenses are more than were anticipated, you will be responsible to pay the full amount due as determined by the health plan. Out of pocket expenses are due in full at the time of session.

Cathexis cannot assist in the processing of out of network insurance claims or Health Savings Account reimbursements other than to provide you with a Superbill upon your request. You must allow Cathexis at least 72 hours to complete your request.

**Self-Pay Clients:** Our standard Self Pay rate schedule is:

\* Services with an Independently Licensed Therapist: 60-minute sessions (50 minutes direct contact) is \$120/session, and \$180 for 90-minute sessions (80 minutes direct contact).

\* Services with an Associate Licensed Therapist: 60-minute sessions (50 minutes direct contact) is \$100/session, and \$150 for 90-minute sessions (80 minutes direct contact).

\* Services with an Intern/Practicum Student: \$60 for a 60-minute session (50 minutes direct contact) and \$90 for 90-minute sessions (80 minutes direct contact). The Intern/Practicum Student rate will increase to the standard rate described above once the clinician completes their Master's Program.

Cathexis reserves the right to change its Self-Pay fees at any time provided that advanced notice is given to clients. Self-Pay fees are due in full at the time of session.

**Self-Pay Client 24 Hour Cancellation Policy:** Please be advised that clinicians are only on site for their scheduled appointments, and it is difficult to fill an available slot with less than a 24-hour notice for cancellation. Therefore, once an appointment has been scheduled, you are expected to pay for the session unless you have given your assigned therapist a 24-hour advance notice of cancellation either by phone, text, or email. Cathexis will keep your credit card information securely on file and will automatically bill your card the full price of your session for Self-Pay clients and \$100 per occurrence for Commercial Insurance clients should you fail to provide at least 24-hour notification of intent to cancel your scheduled session. There are occasions where emergency events outside of your control do occur; if your clinician determines this to be the case, you will not be required to pay for the session.

**Legal Witness Fees:** At Cathexis, we place a strong emphasis on the therapeutic relationship between client and therapist. It is our experience that enmeshment in legal proceedings often has a negative impact on this relationship and the client's therapeutic goals. Therefore, we discourage requests for our clinicians to provide legal testimony of any kind (including custody, disability or other legal hearings), and CATHEXIS MANAGEMENT WILL SUPPORT OUR THERAPISTS IN TAKING ALL APPROPRIATE ACTIONS TO AVOID ENMESHMENT IN CLIENT LEGAL AFFAIRS. More so, in most situations your clinician will not have useful information to assist with your case. However, should it be unavoidable for Cathexis to take part in a client's legal affairs, the following fees will be charged directly to the client and counseling services may be suspended until payment in full is received:

Records requests over 20 pages: \$.10/page, with a minimum 72-hrs notice

Phone consultation with legal professionals: \$150/hour, billed in 15-minute increments

In-person testimony: \$400/hour, billed in 15-minute increments

Additionally, if the clinician feels serving as a Legal Witness would pose an ethical dilemma, Cathexis will support therapist's denial of the request including, but not limited to, seeking legal counsel of our own to prevent the clinician from being forced to testify against their professional judgement; and in such cases Cathexis may charge the client for fees we incur in seeking our own legal counsel.

**Please do not utilize services with Cathexis if your intention is to secure a professional witness for a legal matter as this is not our purpose, and we will take ALL appropriate measures to avoid involvement.**

**Professional Records:**

Client medical records are stored electronically using subscription-based HIPAA compliant Electronic Medical Records (EMR) software and are accessible only to authorized personnel. If hard copies of the intake forms are utilized instead of the electronic versions, the forms will be maintained in a secured office accessible only to appropriate Cathexis staff until they are uploaded to the EMR system. Once securely uploaded to the EMR, the paper forms will be promptly shredded.

Medical records which are generated and signed electronically will be immediately uploaded to the EMR system. Once uploading is complete, the records will be permanently deleted from all other electronic systems (email, document signing software, etc.).

*Keep in mind that your records are property of Cathexis and will remain in our confidential care. A written*

*request with signature and date is required if you desire to access yours or your child's records.*

The laws and standards of our profession require that Cathexis keeps Protected Health Information about you or your child in the Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others or where information has been supplied to Cathexis confidentially by others, you may examine and/or receive a copy of yours or your child's Clinical Record if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers; therefore, Cathexis clinicians reserve the right to redact information as determined necessary. For this reason, we recommend that you only request these records in extenuating circumstances and that you initially review them in your counselor's presence or have them forwarded to another mental health professional so you can discuss the contents. In most situations, Cathexis can charge a copying fee of \$.10 per page, and a minimum of 72-hour notice is required to fulfill such requests; although in most cases Cathexis has up to 30 days to fulfill such requests.

In addition, your counselor also keeps a set of Progress Notes. These notes are for the therapist's use and are designed to assist him/her in providing you with the best treatment. While information in the Progress Notes vary from client to client, the content typically consists of the conversations during session, the counselor's assessment of the session, the status of your Treatment Plan goals or impact on your therapy. The Progress Notes may include sensitive information that is not part of your Clinical Record and may also be redacted at the clinician's discretion. Progress Notes are not released to other parties (i.e., doctors, disability insurance companies) without explicit written consent and direction from you. However, your insurance company is allowed to request medical records, and Cathexis is required to provide them if we are contracted with the insurance plan. Cathexis is also required to share your medical records with Medicare, Medicaid and Tricare if your services are billed under such plans. You may examine and/or receive a copy of your Progress Notes unless Cathexis determines that such access is clinically contraindicated.

**Cathexis clinicians reserve the right to redact any information they feel is contraindicated to the client's clinical wellbeing.**

Please be advised that to maintain ethical and therapeutic boundaries, Cathexis is UNABLE TO and WILL NOT provide expert witness in custody, disability, or other court hearings. The clinician's role is to provide therapeutic support to their individual client, and therefore becoming involved in a client's legal matters significantly affects the therapist's ability to focus upon the client's emotional and mental growth. Release of these records to clients in no way commits Cathexis to any level of participation in legal hearings.

More information regarding the use of your medical information for purposes of scheduling, billing, audit compliance and other administrative functions are described in Section 3 – HIPAA Privacy Statement.

**In House Case Management:**

Should it be necessary for you to have multiple Cathexis clinicians, either for individual, couples and/or family therapy, please be aware that the assigned clinicians can and will share details of your treatment for case management purposes. This includes, but is not limited to, a discussion of your diagnosis, treatment plan, status of treatment goals, interventions, etc. **However, as a policy, attending and supervising clinicians may view each other's Progress Notes unless you provide written authorization restricting them from doing so. Therapists not assigned to you will not have access to your records.** Intake Assessments and Treatment Plans will be accessible to all assigned clinicians.

**Limitations for Couples and Family Therapy:**

Commercial Insurance plans often set limitations regarding Couples and Family therapy. As a courtesy, Cathexis Administrative Staff will attempt to determine the specific benefits regarding such therapy, but ultimately it is the client's responsibility to understand their plan limitations. For instance, many policies will not reimburse for "Family Therapy without Client Present" counseling sessions. Others may have a limit on the number of family therapy sessions per year or allow for Couples Counseling only when it is for the benefit of the client's individual diagnosis.

For AHCCCS clients, Couple or Family therapy can only be provided when it directly benefits an individual client's diagnosis and only for a duration in which the clinician determines such therapy is medically necessary to support the individual client's treatment goals. Cathexis may determine it to be contraindicated to provide family or couples counseling while also providing individual counseling to one of the family members involved. Additionally, court ordered therapy does not require Cathexis, or any other provider, to perform such services should clinical staff determine it not to be in the best interest of the individual client. In such cases, Cathexis will provide referrals to other agencies for family/couples counseling.

***Cathexis Involvement in Client Legal Affairs:***

The primary responsibility for Cathexis is the clinical wellbeing of our clients, and, therefore, we are committed to protecting the therapeutic relationship. It is our experience and opinion that ANY involvement in a client's/guardian's legal matter brings with it a significant increase in the likelihood of such involvement adversely impacting the therapeutic relationship. Therefore, it is the policy of Cathexis that should we IN ANY WAY become involved in a client/guardian legal affairs, services will be terminated. This includes, but is not limited to, subpoenas for client records or participation in witness testimony, writing letters/completing forms to advocate for disability or unemployment benefits, consultations with attorneys, etc.

Should Cathexis be forced into enmeshment of a client's legal affairs, THE CLIENT/GUARDIAN MUST UNDERSTAND THAT SERVICES WILL BE **TERMINATED** AND CATHEXIS MANAGEMENT WILL SUPPORT OUR THERAPISTS IN TAKING ALL APPROPRIATE ACTIONS TO LIMIT PARTICIPATION IN CLIENT LEGAL AFFAIRS.

Please do not engage in services at Cathexis if you intend to involve our agency in your legal affairs as we take ALL appropriate measures to avoid enmeshment in client legal matters.

**Section 2 – Legal Guardianship Policy (applicable for minor clients only):**

**Please be advised that ALL Legal Guardians with Health Care Decision Making Authority must sign this Service Agreement before treatment can begin at Cathexis.**

Attestation to one of the following statements is required. Please select the option that is applicable to your circumstance. If you have Joint Legal Guardianship, all legal guardians must sign this Service Agreement.\*

Choose one below: I attest that:

- I am an Adult Client, so the Legal Guardianship Policy does not apply to me.
- I attest that I am the Sole Legal Guardian and I will provide a Court Order to Cathexis if applicable.
- The other Legal Guardian is on active military duty, & not available to to sign the Service Agreement.
- The other legal guardian is unable/unwilling to sign. Services will start after all parties have signed.
- I have Joint Legal Guardianship for my minor child client. The other guardian's information below.

Other:

Additional Legal Guardian(s)

**Parent/Guardian Access to Minor's Clinical Information:**

Clients under the age of 18 and their parents should be aware that the law may allow parents/guardians to examine the child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes Cathexis's policy to request an agreement from parents that they consent to relinquish access to their child's records. If the parents/guardian agrees to such arrangement, Cathexis will provide limited general information about the child's treatment and progress. Any other communication will require the child's authorization unless it is believed that the child is in danger or is a danger to someone else in which case Cathexis will notify the parents/guardian of the concern.

Please be advised that in typical circumstances, Cathexis is required to provide information on the minor's medical status to the parents/guardian upon request. This would include diagnosis information, treatment plans, and treatment goal status. In some cases, the clinician may decide to also share some or all Progress Notes with the parent/guardian so long as they feel doing so would not adversely affect the client's treatment. The clinician further reserves the right in all cases to redact any information they feel would be contraindicated to the therapeutic wellbeing of the child or cause a substantial disruption in the therapeutic relationship. Should it be determined that a requested document needs redacting, Cathexis will ensure that all Legal Guardians receive identical versions of the documents.

Although it is legal in Arizona for one party to record another party without their knowledge or consent, as a

private business Cathexis also has the right to refuse services to anyone who decides to engage in such activity. It is our opinion that the recording of conversations or therapy sessions without the consent or knowledge of Cathexis staff is a violation of trust in the therapeutic relationship. Therefore, should it be determined that a client or Legal Guardian has engaged in such activities, Cathexis reserves the right to immediately terminate services.

### **Legal Guardianship Concerns:**

All Legal Guardians are required to provide written consent prior to initiation of services for their minor child at Cathexis. Additionally, within 30 days of the minor client's first appointment at Cathexis, all Legal Guardians must sign a Treatment Plan mutually developed and agreed to by the therapist/Clinical Team and Legal Guardians. If, at any time, a Legal Guardian withdraws consent for treatment for any reason, services will be closed out. Should this occur, Cathexis will assist the minor child in their transition away from care at Cathexis by providing all Legal Guardians with a written list of identical and appropriate referrals and offer a Close Out session which must also be agreed to by all Legal Guardians.

As required by law, Cathexis will not provide or discuss information regarding the minor client's services to any parent or caregiver who does not have legal custody rights. Cathexis will not serve in any capacity as an advocate for either parent, as doing so would be considered a "Dual Relationship" and is in violation of professional and ethical standards.

The Cathexis clinician's ONLY function is to provide individual psychotherapy services to the minor client; the therapist WILL NOT engage in any activity which may complicate this role. To this end, Cathexis therapists WILL NOT engage in conversations with attorneys or provide letters or statements intended for the advancement of a Legal Guardian's court case. Furthermore, Cathexis management will take all appropriate actions to support our clinicians from becoming enmeshed in client legal matters.

In situations where one or both Legal Guardians engage in activities that cause a substantial interference in the client's progress, Cathexis reserves the right to suspend or terminate services until the clinician feels the interference is successfully and permanently resolved. This may include, but is not limited to, excessive, unusual, and inappropriate demands made of Cathexis staff (e.g., excessive requests for documentation), unusual requests which interfere with the therapeutic process (e.g., insisting on being in the room during therapy sessions, or bringing third parties to serve as "witness"), or other acts which suggest a distrust in Cathexis staff or the therapeutic process (e.g., recording therapy sessions or conversations without the knowledge or consent of Cathexis staff).

**Please do not utilize services with Cathexis if your intention is to secure assistance with Legal Guardianship or other court proceedings. Further, all legal guardians of a minor client are required to sign this Service Agreement, the Minor Client Safe Harbor Agreement and Addendum, and all Treatment Plans. Services at Cathexis cannot begin or continue unless both legal guardians are in agreement with and have signed these documents.**

## **Section 3 – Client Rights and Responsibilities Including Client Complaint Policy**

**A copy of the Cathexis Client's Rights and Responsibilities is posted in the reception area of each Cathexis office and is available to clients upon request as required by A.C.C. R9-10- 1907.**

- Cathexis supports the Arizona Vision and 12 Principles of the Children's System of Care:
  1. Collaboration with the child and family.
  2. Functional outcomes.
  3. Collaboration with others.
  4. Accessible services.
  5. Best practices.
  6. Most appropriate setting.
  7. Timeliness.
  8. Services tailored to the child and family.
  9. Stability.
  10. Respect for the child and family's unique cultural heritage.
  11. Independence.
  12. Connection to natural support.
  
- Cathexis supports the Nine Guiding Principles for Recovery Oriented Adult Behavioral Health Services and Symptoms:

1. Respect is the cornerstone. Meet the person where they are without judgement, with great patience and compassion.
2. Persons in treatment choose services and are included in program decisions and program development efforts.
3. Focus on the individual as a whole person, while including and/or developing natural supports.
4. Empower individuals taking steps towards independence and allowing risk taking without fear of failure.
5. Integration, collaboration, and participation with the community of one's choice.
6. Partnership between individuals, staff, and family members/natural supports for shared decision making with a foundation of trust.
7. Persons in treatment define their own success.
8. Strengths-based, flexible, responsive, services reflective of an individual's cultural preferences.
9. Hope is the foundation for the journey towards recovery.

***This is what we ask from you:***

- Treat the staff and others at Cathexis with courtesy and respect
- Let your assigned counselor or Cathexis staff know when you will not be able to keep a scheduled appointment at least 24 hours in advance. Please understand that most of our counselors are on site for scheduled appointments only. As a courtesy to your counselor, please give them ample notice of cancellation
- Should you have concerns or complaints regarding the care you have received from Cathexis, we ask that you follow the Patient Complaint Process described in the following section
- In order to maintain a therapeutic environment in our offices, refrain for cell phone use in the reception areas and during session. Use earbuds at all times for devices while at Cathexis. Use soft voices at all times while in reception areas or hallways.

Remember that in order for psychotherapy services to be useful, clients must attend regularly and with the intention of actively working towards their Treatment Plan goals.

***Patient Complaint Process Policy and Procedures:***

Cathexis values and encourages the feedback of its clients regarding the programs and practices of the organization. Complaints can provide important opportunities for improving service. A complaint may be defined as an expression of dissatisfaction or unmet expectation. A complaint can be made by the patient with support if necessary. The complaint can relate to any aspect of the organization's programs and services. A patient or legal guardian who believes they have experienced discrimination at Cathexis can file a claim about this facility with the Arizona Department of Health Services by utilizing the Medical Licensing Online Complaint Form, found at [https://app.azdhs.gov/ls/online\\_complaint.aspx](https://app.azdhs.gov/ls/online_complaint.aspx), or by contacting the department at 602-364-3030 or 150 N 18th Ave Ste 450, Phoenix, AZ 85007.

**Privacy Officer** - The Privacy Officer for Cathexis is the Susie Mills, Administrator, who can be contacted at [cathexisum@cathexistucson.com](mailto:cathexisum@cathexistucson.com).

**Policy:** Cathexis is committed to listening to patient complaints and responding in a fair, timely and respectful manner. All complaints will be given due consideration without reprisal or discrimination. Language support for non- English speaking patients will be provided.

Cathexis actively informs patients of their right to register complaints (verbal or written) and seek resolution. This information is accessible and publicized in Cathexis *Client Rights and Responsibilities* and is available on our website or by request. Patients who are non-English speakers or who have reading difficulties are encouraged to have this policy explained to them by a Cathexis staff person at the beginning of service. Cathexis will assist persons with disabilities to register their complaints and seek resolution.

All aspects of a complaint will be handled in confidence. However, if the complaint involves allegations of illegal or unethical behavior, information may need to be shared with external authorities. All formally submitted complaints are documented. The maintenance of complaint files is the responsibility of the Administrator.

Complaints deemed a risk to the organization are brought forward to the Administrator or the Clinical Director, who will review the details of the situation and decide on the appropriate and immediate action. The Clinical Director will record the details of the complaint and actions taken to resolve the issue and will be revisited at the Cathexis Quality Management Program Annual Review Meeting. Clients with questions, comments or complaints about Cathexis privacy policies and procedures or about the collection, use or disclosure of their personal information will be directed to the Privacy Officer.

**Procedures:** The goal of Cathexis is to give enough local authority to meet patient needs, therefore, complainants will be encouraged, but not required, to work through the lines of authority within the

organization. To provide maximum support to the staff-patient relationship, the complaint resolution process begins with the involvement of the staff person who provided service, unless this is not in the best interests of the client.

### **STEP 1: Receiving a Complaint**

- a. When a staff member receives a complaint, the patient should be offered the earliest opportunity to discuss their concern(s). For higher level complaints involving allegations of criminal or serious ethical breach of conduct, the client should be offered a copy of the *Client Complaint Form* to formally submit their grievance.
- b. If the complaint is received by any staff member or volunteer of the organization other than the person providing services, the patient should be directed to the person providing service with an explanation of Cathexis policy. If the complainant is reluctant to speak directly to the person providing the service, they should be referred to the Clinical Director, however, the person providing services should be alerted to the existence of the complaint.
- c. In hearing of a complaint, the person providing services may decide to involve or consult the Clinical Director at any stage.
- d. If the complaint is handled to the mutual satisfaction of the complainant and the person providing services, the complaint and resolution is documented on the *Client Complaint Form* for higher level complaints and a copy is forwarded to the Clinical Director. Lower-level complaints and their resolutions should be documented in the client's electronic medical file.

### **STEP 2: Discussion with the Clinical Director (Higher Level Complaints)**

- a. If the person providing services is unable to resolve a complaint, the complainant is offered the opportunity to speak with the Clinical Director (Dan Krepps, LPC, 520-312-6111, dan.krepps.lpc@cathexistucson.com).
- b. The preferred method is to have the Clinical Director contact the client or community member. This allows the manager time to discuss the matter with the staff member involved prior to any further action or outreach to the complainant.
- c. The Clinical Director will contact the client or community member as soon as possible after consulting with the staff who provided the service.
- d. If a client or community member contacts the Clinical Director first, the Clinical Director will hear the complaint, but offer no action or opinion without discussing the matter with the staff person involved.
- e. The staff person and Clinical Director should jointly plan the response to the service user's or community member's complaint. Whenever possible the plan should support the integrity of the service user/community member/staff relationship, and unless clearly contraindicated the staff person will be present at any meeting between the manager and complainant. If a meeting with the complainant is required, it should take place within 1 week of the request.
- f. Within two weeks of meeting the service user or community member, the Clinical Director will send a letter to the complainant summarizing the complaint, resolution achieved, or otherwise the decision regarding the complaint. The person(s) providing the service and those at the first level of authority will be kept informed throughout all attempts to resolve complaints. In instances where there is an allegation of criminal or serious ethical breach of conduct by Cathexis personnel, the Clinical Director may waive the requirement to inform personnel until legal and/or police advice is sought and may continue to refrain from informing the person during the course of an investigation providing there is no breach of a legal or contractual standard. While every attempt should be made to achieve a positive resolution with the complainant, the integrity of Cathexis policies and the integrity and safety of Cathexis personnel and other service users or community members must be maintained.

The role of the Clinical Director is to resolve the matter to the satisfaction of the patient and staff person(s) or, failing this, to inform the complainant of their right to seek resolution with the applicable external party (such as the insurance provider, Department of Health Services, AHCCCS, etc.).

### **Step 3: Documentation**

- a. Higher level complaints should be documented on a *Client Complaint Form*, and the form forwarded to the Administrator for filing. Lower-level complaints should be documented directly into the client's electronic records, and the Administrator notified of the complaint.
- b. For purposes of the Cathexis Quality Management Program, the Administrator will log all higher-level complaints and their resolutions if applicable in the CQMP database. In order to maintain confidentiality of the client issuing the complaint, the Administrator will refrain from entering the client's name on the log.
- c. The Administrator may also choose to log lower-level complaints on the CQMP database if the issue is determined to pose a potential quality management issue.
- d. Higher level complaints should be immediately reported to the appropriate regulatory agencies by the Administrator
- e. A record of the complaint will be made available to the complainant on request except in the case where the confidentiality of another patient may be breached. These records will be retained for the same period as the client or community member record (currently this period is 10 years).

**Section 4 - HIPAA Privacy Statement - Privacy, Records, Confidentiality and Limits on Confidentiality**  
*The psychotherapy and counseling relationship is confidential and private. The law protects the privacy of all communications between a client and a psychotherapist. In most situations, I can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. Some situations require only that you provide written advance consent. Your signature on this Agreement provides consent for the following situations:*

a. Cathexis participates in a process where selected cases are discussed with other professional colleagues to facilitate our continued professional growth and to give you the benefit of a variety of professional experts. While no identifying information is released in this peer consultation process, the dynamics of the problems and the people involved are discussed, along with the treatment approaches and methods. To ensure your privacy, we do abide by HIPAA regulations in the handling of confidential information. **Please note that if your therapist is not an independently licensed clinician, their services are rendered under direct supervision and the clinician will discuss your case and treatment with Cathexis's Clinical Director, Dan Krepps, LPC (dan.krepps.lpc@cathexistucson.com, 520-312-6111), Stephan Ackermann, LPC (520-429- 4580), Nola Domenici, LPC (307-259-6396), Danielle Trujillo, LPC (520-302-9414), and/or Mel Witter, LPC (520-208-1637). More information may be given to these individuals than in the peer consultation process.**

b. If a third-party payor, such as an insurance company, is providing payment, Cathexis will release only that information relevant to financial obligations, claims processing, and claims and medical record audits.

c. If the client is an AHCCCS member and is receiving Case Management services through an independent AHCCCS participating agency, Cathexis is obligated to share your medical records with that agency as requested.

d. If your treatment requires services by multiple Cathexis clinicians, your medical records will be discussed for Case Management purposes by the assigned therapists.

e. By signing the Service Agreement/Client Rights document, you understand and acknowledge that your medical information will be released to other persons or agencies for scheduling, billing, and auditing purposes so long as Cathexis holds a Business Associate Agreement with the organizations.

f. As needed, clinicians will discuss your treatment with the Clinical Director for the purposes of Case Management and professional development.

g. Cathexis is obligated to discuss your treatment and release medical records whenever our contracted health plan requires us to do so.

h. Clients must not assume that text, voicemails and unencrypted emails between themselves and Cathexis staff are HIPAA compliant.

There are some situations where Cathexis is permitted or required to disclose information without either your consent or Authorization:

a. If you are involved in a court proceeding and a request is made by court order for information concerning the profession services Cathexis provides, such information is protected by the therapist-client privilege law. Cathexis cannot provide any information without you or your legal representative's written authorization or a court order. If you are involved in or are contemplating litigation, consult with your attorney to determine whether a court would be likely to order Cathexis to disclose information.

b. If a government agency is requesting the information for health oversight or auditing activities, Cathexis may be required to provide requested information.

c. If a client files a complaint or lawsuit against a Cathexis therapist, Cathexis may disclose relevant information regarding the client in order to defend the staff member if necessary.

d. If a client files a worker's compensation claim and Cathexis is providing services related to the claim, Cathexis must, upon appropriate request, provide reports to the Worker's Compensation Commission or the insurer.

e. Insurance providers in which you have consented to allow us to bill for services are permitted to request and receive treatment and diagnosis information, assessments, Progress Notes and any other information to support the services in which Cathexis bills on your behalf.

There are some situations under which Cathexis is legally mandated to take actions which are necessary to protect others from harm. Should a mandated situation arise, Cathexis may be required to reveal some information about a client's treatment. These situations are unusual.

a. If a client threatens to harm herself/himself, Cathexis may be obligated to seek hospitalization for her/him or to contact family members or others who can help provide protection.

b. If Cathexis has reason to believe that a child under 18 is or has been the victim of injury, sexual abuse, neglect or deprivation or necessary medical treatment, the law requires that Cathexis file a report with the appropriate government office (usually Department of Child Safety). Once a report is filed, Cathexis may be required to provide additional information.

c. If Cathexis has reason to believe that any adult client who is either vulnerable and/or incapacitated and whom has been the victim of injury, abuse, neglect or deprivation or financial exploitation, the law requires that Cathexis file a report with the appropriate government office. Once a report is filed, Cathexis may be required to provide additional information.

d. If a client communicates an explicit threat or imminent serious physical harm to a clearly identified or identifiable victim and Cathexis believes that the client has the intent and ability to carry out such threat, Cathexis must take protective actions that may include notifying the potential victim, contacting law enforcement or seeking hospitalization for the client.

If such a situation arises, Cathexis will make effort to fully discuss the situation with you before taking any action and my disclosure will be limited to that information necessary for safety. While this written summary of exceptions to confidentiality should prove helpful in understanding my legal obligations, it is important that we discuss any questions or concerns that you may have, now or in the future. The laws governing confidentiality can be complex, and some situations may require formal legal advice. The Cathexis Privacy Officer is Susie Mills, [cathexisum@cathexistucson.com](mailto:cathexisum@cathexistucson.com).

### **Section 5 - Consent for Telehealth Services:**

**Although signing the Consent for Telehealth Services acknowledgment is required, it does not in any way obligate you to receive services via Telehealth delivery.**

**Definition of Telehealth Services:** Telehealth (Telemedicine) is the use of electronic communication for the purpose of providing remote behavioral health counseling services. This can include the use of interactive video and audio equipment. Through Telehealth Services, your Cathexis clinician will be able to provide the same level of care that you would receive through traditional face to face services: evaluation, diagnosis, psychotherapy, referrals, education and the transfer of medical and clinical data. Exceptions may include the such modalities such as EMDR, somatic therapies, Yoga therapies, etc.

### **Understand your rights regarding Telehealth Services:**

I understand that Telehealth Services may be offered to me as an alternative to face to face counseling. I also understand that the option to engage in Telehealth Services must be agreed upon by both myself and the clinician. I accept that not all Cathexis clinicians provide Telehealth Services, and that I cannot insist that my therapist provide this service to me. Likewise, Cathexis cannot restrict my care to Telehealth Services if I am not in agreement.

I understand that HIPAA and other confidentiality regulations apply to Telehealth Services to the same extent as they do to face to face services. This included any information I disclose during my therapy sessions. I further understand that the same mandatory and permissive exceptions apply, which include, but not limited to, reporting child, elder and adult dependent abuse; expressed threat of violence towards a specified victim; expression of imminent self- harm; or when Cathexis is required to release information for legal purposes. I understand that I must authorize in writing if I wish for my medical records or other Protected Health Information to be shared with a provider outside of Cathexis. I further understand that by choosing to have multiple providers at Cathexis I acknowledge that the Cathexis providers can and most likely will discuss my treatment for case management purposes without the need for written authorization.

I understand that I have the right to withhold or withdraw my consent for Telehealth Services at any time without the decision affecting my ability to receive other services at Cathexis as long as availability for the services exists. For instance, if my clinician is only able to offer Telehealth Services and I choose not to issue my consent, Cathexis will attempt to place me with another appropriate clinician for face-to-face services. If none are available, then I acknowledge I must either choose to accept Telehealth Services, be put on a waiting list for another clinician, or seek services from another provider.

I understand that, like all forms of electronic communication, there are inherent risks and consequences in the use of the technology. This may include but is not limited to: Telehealth therapy sessions being interrupted or distorted due to technical issues of transmission; my personal health information being disrupted or distorted due to technical issues; or my Telehealth session being intercepted by an unauthorized person. I understand that, although Cathexis makes every reasonable effort to prevent and minimize these risks, neither the agency nor my provider can expect that Cathexis is able to prevent all issues. Cathexis utilizes only HIPAA compliant audio/video transmission software that is delivered via encrypted point to point technology, and therapy sessions are never recorded or stored.

I understand that Cathexis and its clinicians will take the privacy of my Telehealth services very seriously.

Cathexis clinicians are required to Telehealth services from a location that allows complete privacy and confidentiality of my session and will only utilize the appropriate Telehealth technology as previously described. I further understand that only I am responsible for ensuring my location is also secured for my privacy and confidentiality. If at any time, I or the Cathexis clinician suspects that either site is not suitable for ensuring my privacy and confidentiality, each party has the right to end the session immediately.

I further understand that if my counselor feels that I would be better served by another form of interventions, such as face to face services, they have the right to deny my request for Telehealth care. I understand the alternative form to Telehealth service is face to face counseling. Should I at any time choose to engage in Telehealth services, I agree to utilize the video/audio software designated by Cathexis. I understand that, due to HIPAA requirements, alternative software technology will not be allowed, and no exceptions can be made under any circumstances.

I understand that the use of Telehealth services is for the increased benefit of improved access to care but is never a guarantee or assurance of clinical results.

I understand that, as is the case in face-to-face visits, my personal health information can be shared with other individuals or organizations for the purposes of:

1. Scheduling
2. Insurance Billing – this includes any applicable health plan, State or Federal agency in the case of Medicare/Medicaid billing, or billing agencies/professionals in which Cathexis holds a Business Associate Agreement.
3. Audits by Federal and State institutions, the applicable health plan, or third-party professional auditing agencies/professionals in which Cathexis holds a Business Associate Agreement.
4. Case management with other Cathexis providers in which I am receiving care.
5. Case management with other providers outside of Cathexis if I have given written authorization to do so.
6. Any party in which Cathexis or the clinician is legally bound to do so.
7. Any other purpose outlined in paragraph A of this document.
8. Any other purpose that may be outlined in other sections of the Cathexis Service Agreement.
9. I understand that for any other reason than is described above, my expressed consent is required to forward my personal health information to any other party.
10. I understand that I have a right to access my medical records in accordance with state laws and the policies outlined in the Cathexis Service Agreement.

I understand that certain situations, such as emergencies and crisis interventions, may not be suitable for Telehealth services as determined by my clinician. I further acknowledge that I understand Cathexis is not a crisis response provider and the agreement to utilize Telehealth services is reserved for regular prescheduled counseling sessions only.

I understand that the location in which my provider renders Telehealth services may be dictated by my health plan. If I am an AHCCCS member or a Self-Pay client, State regulations allow my clinician to render services from any location so long as it is suitable to ensure my confidentiality and privacy. If I am a commercial insurance member, my clinician will comply with the health plan's rules towards Telehealth services.

*Payment for Telehealth Services (for Self-Pay or Commercial Insurance clients only):*

Telehealth services will only be billed to your health plan if the plan allows for such services. Otherwise, you will be responsible for the current Cathexis Self-Pay rate. Payment is due in full at the time of service (not applicable to AHCCCS clients). You must sign the Cathexis No Call No Show/24 Hour Cancellation Notice Policy and agree to allow Cathexis to store your credit card information in our secured Payment Processing software prior to commencement of Telehealth services. Cathexis cannot assist in the processing of out of network insurance claims or Health Savings Account reimbursements other than providing you with a Superbill upon your request. You must allow Cathexis at least 72 to complete your request.

**MUST BE SIGNED BY CLIENT/ALL LEGAL GUARDIAN(S) WITH HEALTHCARE DECISION MAKING AUTHORITY AND CLINICIAN PRIOR TO SERVICES BEGINNING**

**Client Consent for Telehealth Services Acknowledgment**

**(Although signing the Consent for Telehealth Services acknowledgment is required, it does not in any way obligate you to receive services via Telehealth delivery).**

I have read and understand the information provided in this consent document. I have discussed the information with my clinician and received the answer to any question I may have. I have read the document carefully and understand the risks and benefits regarding the use of Telehealth services. I hereby give my consent to engage in Telehealth services at any time upon the agreed use of such intervention by myself and clinician. I understand that my Telehealth services will be guided by the information described in this document as well as the Cathexis Service Agreement and Client Rights document that I have signed. My signature below acknowledges that I have read, understand, and agree to the terms of this document and the Cathexis Service Agreement and Client Rights and Responsibilities document that I have signed.

**I understand that signing this Acknowledgement does not obligate me in any way to participate in Telehealth services.**

**Client/Legal Guardian 1 Printed Name:**

**Date:**

**Client/Legal Guardian 1 Signature:**

**Date:**

**Legal Guardian 2 Printed Name:**

**Date:**

**Legal Guardian 2 Signature:**

## **General Service Agreement Acknowledgement** **(Must be signed prior to services with Cathexis)**

Your signature below indicates you have carefully read and understand the content in all sections of the *Cathexis Service Agreement*, including *Section 1 – General Provisions*, *Section 2 - Client Rights and Responsibilities including the Patient Complaint Process Policy and Procedure*, *Section 3 - HIPAA Policy Statement*, *Section 4 - Consent for Telehealth Services*, and *Section 5 - Extra Authorization for Disclosure of Information Consent*, and you agree to abide by all terms outlined in this Service Agreement during yours/the client's care at Cathexis. This signature further allows Cathexis to release yours/the client's medical records as described in *Section 1 – General Provisions*, *Section 3 - HIPAA Policy Statement* and *Section 4 - Consent for Telehealth Services* of this document and any party that may be specified in *Section 5 - Extra Authorization for Disclosure of Information Consent*. This signed document will remain in yours/the client's Medical Record, and upon request you will be given a copy to retain for your records. This signed form will be permanently stored electronically in your Clinical File. A copy of this form will be given to you once all initials and signatures are complete. An unsigned version of the form is available for your reference on our website, [cathexistucson.org](http://cathexistucson.org).

**Client/Legal Guardian 1 Printed Name:**

**Date:**

**Client/Legal Guardian 1 Signature:**

**Legal Guardian 2 Printed Name:**

**Date:**

**Legal Guardian 2 Signature:**

**Clinician's Printed Name:**

**Date:**

**Clinician's Signature:**

