



5960 Fairview Road, Suite 300  
Charlotte, NC 28210  
Tel: 704-441-8715  
www.autism-180.com  
info@autism-180.com

## Service Agreement

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

**SERVICES OFFERED:** We will provide services specifically designed to help you and/or your minor child, or otherwise provide you with referrals to other professionals. Our behavioral services consist primarily of individual behavioral and skill assessments and short and long-term ABA service provision to youth on the autism spectrum.



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**APPOINTMENTS:** Except for rare emergencies, we will see your child at the time scheduled. We understand that circumstances (such as an illness or family emergency) may arise which necessitates the occasional cancellation of appointments. In these cases, in order to avoid any misunderstanding, we require that you give us at least 24 hours notice. This will allow us to offer your time to another person. You will be charged a \$75 cancellation fee for appointments not canceled within 24 hours of the scheduled appointment time. Additionally, please note that insurance companies will not reimburse you for missed appointments and you remain responsible for these charges.

**PREPARATION FOR ASSESSMENT:** It is important that individuals be able to perform at their best during assessment sessions. Please let us know before we arrive (and as soon as possible) if the individual to be tested is not feeling well, or is taking any prescribed or over-the-counter medications that we have not been told in advance. In such cases, the testing session may need to be rescheduled. Individuals to be assessed should be well rested and should have snacks for breaks during the testing session.

**CONFIDENTIALITY, RECORDS, AND RELEASE OF INFORMATION:** Behavioral services are best provided in an atmosphere of trust. Because trust is so important, all services are confidential except to the extent that you provide us with written authorization to release specific information to specific individuals, or under other conditions and as mandated by North Carolina and Federal law and our professional codes of conduct/ethics. These exceptions are discussed below.

**TO PROTECT THE CLIENT OR OTHERS FROM HARM:** If we have reason to suspect that a minor, elderly, or disabled person is being abused, we are mandated to report this (and any additional information upon request) to the appropriate state agency. If we believe that a client is threatening serious harm to him/herself or others, we are mandated to take protective actions which could include notifying the police, an intended victim, a minor's parents, or others who could provide protection, or seek appropriate hospitalization.

**PROFESSIONAL CONSULTATIONS:** Behavior Analysts routinely consult about cases with other professionals. In doing so, we make every effort to avoid revealing the identity of our clients, and any consulting professionals are also required to refrain from disclosing any information we reveal to them. Unless you object, we do not typically tell clients about these consultations; however these consultations will be noted in your Private Health Information. If you want us to talk with or release specific information to other professionals with whom you are working, you will first need to sign an Authorization that specifies what information can be released and with whom it can be shared.



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**RECORDS:** We will review all assessment results during our feedback session, and offer you opportunities to ask questions and discuss the results with us. You will receive a written report that summarizes the findings. This report will include a summary and interpretation of all individual testing, as well as impressions from individual observations and consultations conducted as a part of a comprehensive individual evaluation. Upon your request, we are happy to provide you with a written summary of our impressions from other meetings, consultations, or observations as well. We will forward copies of any reports or written summaries to others only with specific, written consent from you, or as allowed under the law. Because of the proprietary nature of testing and program materials, we will release raw testing data only to other appropriately credentialed professionals (except as otherwise required by law).

**PAYMENT FOR SERVICES:** If necessary, we may seek assistance from an outside party in order to collect payment for services rendered to you. In such cases, any disclosures are limited to the minimum that is necessary to achieve the purpose. As you might suspect, the laws and professional standards governing these issues are quite complex, and it is important that we discuss any questions or concerns that you or your minor child may have at our first meeting, and as they may arise in the course of our work together. If any of these types of situations arise, we will make every effort to fully discuss it with you before taking any action, and we will limit disclosure to what is necessary. We are not attorneys, however, and you may wish to obtain formal legal consultation if you need specific advice.

**HEALTH CARE INSURANCE:** If we do not file your insurance claims, we will provide you with statements that you may submit to your insurance carrier or complete any forms as required by your insurance carrier in order to obtain reimbursement for out-of-network providers. In order to assist you with obtaining reimbursement for our services, your insurance carrier may require that we provide clinical information such as treatment plans or summaries or copies of your child's entire Clinical Record. In such situations, we will make every effort to release only the minimum information about you and your child that is necessary for the purpose requested. This information will become part of the insurance company's files and will probably be stored in a computer. Although all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information database. We will provide you with a copy of any report or form that we submit upon your request. By signing this Agreement, you agree that we can provide requested information to your carrier if/when you choose to file a claim for any services that we have provided to you or your child.



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**PROFESSIONAL RECORDS:** You should be aware that, pursuant to HIPAA, we keep clients' Protected Health Information in two sets of professional records. One set contains the Clinical Record and the other professional's personal notes. The Clinical Record includes information about reasons for seeking our professional services; the impact of any current or ongoing problems or concerns; assessment, consultative, or therapeutic goals; progress towards those goals, a medical, developmental, educational, and social history; treatment history; any treatment records that we receive from other providers; reports of any professional consultations; billing records; releases; and any reports that have been sent to anyone, including statements for your insurance carrier. Except in unusual circumstances that involve danger to yourself or others, or makes reference to another person (unless such other person is a health care provider) and we believe that access is reasonably likely to cause substantial harm to such other person, you or your legal representative may examine and/or receive a copy of your Clinical Record, if you request it in writing because the professional's personal notes are professional records, they can be misinterpreted and/or upsetting to untrained readers, or may contain information that is protected by federal copyright laws. For this reason, we recommend that you initially review them in the presence of one of our Licensed Behavior Analysts, or have them forwarded to another mental health professional so that you can discuss the contents. In most cases we are allowed to charge a fee for copying (and for certain other expenses) plus postage. The exceptions to this policy are contained in the attached Notice Form. If we refuse your request for access to your records, you have a right of review (except for information provided to us confidentially by others), which we will discuss with you upon request. In addition, we also keep a set of Personal Notes for most clients to whom we provide even brief or consultative services. These notes are for the personal use of the professional alone and are designed to assist in providing you with the best treatment. While the contents of Personal Notes vary from client to client, they can include references to conversations, testing recording forms, analysis from conversations, hypotheses of the professional, and the effects of these conversations on clients. They also may contain particularly sensitive information revealed that is not required to be included in the Clinical Record. Personal Notes are not available to you and cannot be sent to anyone else, including insurance companies. Your signature below waives all rights, now and in the future, to accessing these records in any form under any circumstances. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it. Autism180 expressly reserves the right to the fullest extent permitted by law to refuse access to records.



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**CLIENT RIGHTS:** HIPAA provides you with certain rights with regards to your Clinical Record and disclosures of protected health information. These rights include requesting that we amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. We are happy to discuss any of these rights with you.

**CONTACTING US:** Given their many professional commitments, our professionals are often not immediately available by telephone. If you need to leave a message, we will make every effort to return your call promptly (within 24-48 hours with the exception of holidays and weekends). If you are difficult to reach, please leave some times when you will be available. Because of the nature of the services we provide, we do not provide on-call coverage 24 hours per day, 7 days per week. In emergency or crisis situations please contact your physician, or call 911 and/or go to the nearest hospital emergency room.

**INDEMNIFICATION:** To the fullest extent permitted by law and except to the extent caused by the negligence of Autism180 LLC. Parent shall indemnify, defend and hold Autism180 LLC, its trustees, members, principals, partners, officers, directors, employees, and agents ("Related Parties") harmless and shall indemnify Autism180 LLC and Related Parties against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges, and expenses, including without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law), which may be imposed upon, incurred by or asserted against Autism180 LLC or any of the Related Parties and arising out of or in connection with any damage or injury arising out of Autism180 LLC providing applied behavior services in an office setting or through home based services to .....("Child") or arising out of any acts or omissions (including violation of Law) of Parent or Child.

**CONSENT:** Your signature(s) below indicates that you have read the information in this document and agree to be bound by its terms, and that you have received the HIPAA notice form described above or have been offered a copy and declined. Consent by all parents/legal guardians (those with legal custody) is required.



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Client/Child Name:

Parent/Guardian #1 Name

Parent/Guardian #1 Signature:

Parent/Guardian #2 Name

Parent/Guardian #2 Signature: