# **Substance Abuse Services Client Services Agreement**



This agreement contains important information about EFR's substance use evaluation services and business policies. Please read it carefully and ask any questions you have about this information.

#### Your substance use evaluation and fee

- 1. You will meet with a licensed and/or certified substance abuse counselor. In addition to your drug and alcohol use history, your evaluation will include questions about your emotional and physical health, work history, legal history, and relationships.
- 2. Your fee will be determined prior to your evaluation and you are required to pay your fee in full before meeting with your counselor (unless currently incarcerated). You are required to pay any past balances with EFR before records of your evaluation are provided to you or any other source (other than treatment facility). OWI Evaluations are charged at \$125 for Iowa offenses and out of state offenses start at \$165. You are responsible for informing EFR if you need your counselor to file the needed documentation to the State DOT for you to be eligible to regain your license. If you fail to notify EFR of this need, EFR will not assist with this process until the OWI fee is paid in full.
- 3. EFR will verify Insurance and/or Payor: eligibility at the time of service. By signing this form you are agreeing to allow EFR to release to your insurance company your session date, demographic information, method of treatment and diagnosis as required for the purpose of processing and paying claims. I also authorize EFR to obtain insurance reimbursement directly from my carrier. I understand if insurance fails to pay that I will be responsible for the outstanding balance and that an invoice will be sent to the address listed on my account.
- 4. The counselor will offer treatment recommendations as appropriate. You have the right to reject the treatment recommendation of your counselor; however, it is your responsibility to learn from your legal counsel of any potential consequences for this decision.
- 5. Your evaluation is valid for 60 days. Unless incarceration or other factors outside of your control impede you from following through with recommendations within that time frame, you may be required to receive an updated evaluation at an additional fee.
- 6. EFR believes in the rights and dignity of all. You can expect EFR staff to treat you with respect. EFR also expects that our staff is treated respectfully, thus, if you behave in an aggressive or hostile manner, your evaluation will be discontinued.

#### Confidentiality

Your confidentiality is protected by federal regulations (42 CFR, Part 2; HIPAA). Information about the services you receive from EFR cannot be disclosed to any person outside of EFR unless you provide written, signed consent. Exceptions for which EFR may release information without your signed consent: 1) a judge's order; 2) your life or safety is threatened by a physical or mental health impairment that leaves you incapable of making appropriate decisions regarding your health care; 3) a threat of harm toward yourself or others; 4) suspected child or dependent adult abuse or neglect, requiring a mandatory report to Child/Adult Protective Services; or 5) a licensing/accrediting body requires auditing or program evaluation. If there are other factors not noted above that may require EFR to disclose information without your signed consent, you will be informed by your counselor before any information is released.

### **HIPAA Privacy Practices/Case Records**

As required by the Health Information Portability and Accountability Act, you are given the opportunity to review and receive a copy of EFR's Notice of Privacy Practices, a document that outlines how your privacy is protected by law. The file is the property of EFR.

## Services to minors

EFR is obligated to abide by federal law 42 CFR, Part 2, which states that we cannot disclose a minor's use of substance abuse services, nor any information shared with us, without the minor's signed consent (please see "Confidentiality" above for the exceptions). Please talk with your counselor about the ethical and legal parameters related to serving youth and ways the counselor will protect the privacy of minors. It is our practice to strongly encourage youth to include parents and guardians as part of their evaluation and to be open with them about their use of drugs and/or alcohol and other areas of concern.

## Professional case records

A written and electronic record of your services will be kept for seven years. After that time your records will be destroyed. If you want a copy of your records at any time, you may request this from your counselor or the EFR Clinical Manager. You will be given a "Request to Review or Obtain Copies of Protected Information" form and you will receive a response to your request within 30 days. Case records shared with you will be limited to those that are the property of EFR and documents that pertain only to the individual(s) signing the authorization. If there is concern that a release of records may cause harm to you or another individual, EFR will discuss with you any limits to our ability to release any or all of the case record.

## Service complaint policy

If you have a complaint about the services provided by or the professionalism of your counselor, you may share this with the Clinical Compliance Manager and/or you may request a grievance form allowing you to document your concerns.

## **How to contact EFR**

EFR's business hours are Monday through Thursday, 8 am -5 pm and Friday, 8 am -4:30 pm (closing at 3:15 pm the first Friday of each month). You can reach us at (515) 243-4200.

I have read and understand the information provided in this agreement. I understand that I can, at anytime, ask my counselor or another EFR employee additional questions about this information. I have been given the opportunity to read and receive a copy of EFR's Notice of Privacy Practices.

	Client	Date	Witness	Date
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