**Service Agreement and HIPPA Notice:**

**Please read carefully for detailed information about our services and your confidentiality rights**

This document contains important information about our professional services and business policies. It also contains summary information about the Health Insurance and Accountability Act (HIPPA), 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 follows, 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. 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.

*ABA Insight is bound by ethical guidelines of services to our clients according to the Ethical Guidelines for Behavior Analysts directed by our governing board the Behavior Analysis Certification Board. Please go to* [*www.bacb.com*](http://www.bacb.com) *for more information or if you question if one of your ethical rights has been violated in any way.*

**Services:** We will provide services specifically designed to help your child. Our behavioral services consist primarily of individual assessments, training, in-home and in-school consultation, observations, long-term service provision to children on the autism spectrum, and short-term consultations with individuals, parents, educators and other related professionals. There must be an adult present during services that is at least 18 years of age.

**Appointments:** Except for rare emergencies, we will see your child at the time scheduled. We understand that circumstances may arise which necessitates the occasional cancellation of appointments. In these cases, we ask that you speak to us personally and give us as much notice as possible to cancel or reschedule. We request the courtesy of at least 24- hour notice when possible.

**Confidentiality, Records, and Release of Information:** All services are confidential except to the extent that you provide us with written authorization to release specified information to specific individuals, or

under other conditions and as mandated by Michigan and Federal law and our professional codes of conduct and ethics. These exceptions are discussed in the paragraphs that follow.

**To Protect the Client from Harm:** We are mandated reporters meaning, if we have reason to suspect that a minor or disabled person is being abused, we are required to report this to the appropriate state agency.

**Video and Photo Release**: I authorize and give ABA Insight permission to take video and or photos of my child which may appear outside of the therapy sessions for purposes of the following:

(Please initial below the purposes that you wish to allow)

\_\_\_\_\_\_\_For use as part of individual behavioral services treatment implementation and/or supervision;

\_\_\_\_\_\_\_For use in professional/educational presentations;

\_\_\_\_\_\_\_For use in advertising and marketing materials, including our agency web site.

Furthermore, I agree to hold harmless ABA Insight, LLC staff from any and all claims, actions, or suits as a result of the use of these materials or my participation.

ABA Insight, LLC will not release, disclose or otherwise exhibit any material which discloses the specific identity, location, or any other private and confidential information without a prior authorization.

**Professional Consultations:** Behavior Analysts routinely consult about cases with other professionals. When 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. If you want us to talk with or release specific information to other professionals with whom you are working, you will need to first sign the Authorization that specifies what information can be released and with whom it can be shared.

**Records:** We will review all testing results with you. You will receive a written report that summarizes our findings. We will forward copies of any reports or written summaries to others only with specific, written consent from you. Because of the proprietary nature of testing materials, we will release raw testing data only to other appropriately credentialed professionals (except as otherwise required by law).

**Legal Proceedings:** If you are involved in a court proceeding, we cannot provide any information without your written authorization or a court order. In the case of a court order, we will reveal only the minimally acceptable amount of information. If a client files a complaint or lawsuit against ABA Insight, LLC, we may disclose relevant information regarding that client in order to defend ourselves.

**Health Care Insurance:** In order to obtain reimbursement for our services, your insurance carrier may require that we provide a clinical diagnosis or additional clinical information such as treatment plans or summaries or copies of our child’s entire clinical record. We will make every effort to

release on the minimum information necessary for the purpose requested. 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 the requested information to your carrier.

**Client Rights:** HIPPA provides you with rights with regard to your clinical record disclosures of protected health information. These rights include requesting that we amend your record; requesting restricting on what information from your record is disclosed to others; requesting an accounting of 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.

**Consent:** Your signature(s) below indicates that you have read the information in this ***Service Agreement and HIPPA Notice***. You agree to abide by its terms, and that you have received the HIPAA notice form. Consent by parents/legal guardians (those with legal custody) is required. It is your right to cancel services at any given time by contacting our office at 734.972.2550

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Client or Child’s Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

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Parent/Guardian #1 Name (please print) Parent/Guardian #2 Name (please print)

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Parent/Guardian #1 Signature Parent/Guardian #2 Signature