



PROVIDER AND PATIENT SERVICES AGREEMENT

Thank you for choosing Desert Streams Christian Counseling. This Agreement explains our professional services, business policies, and your rights under *The Health Insurance Portability and Accountability Act of 1996 (HIPAA)*, The Michigan Mental Health Code (MCL 330.1001 et seq.), and other applicable Michigan and federal regulations (e.g., 42 CFR Part 2, the No Surprises Act)

Definition Of “Provider” & Scope Of Practice

For purposes of this Agreement, “Provider” means any independently or limited-licensed mental-health professional, intern / resident, or advanced practice provider affiliated with the Practice, including:

- LMSW, LLMSW – Licensed or Limited Licensed Master Social Worker
- LPC, LLPC – Licensed or Limited Licensed Professional Counselor
- LMFT, LLMFT – Licensed or Limited Licensed Marriage & Family Therapist
- LP, LLP – Licensed or Limited Licensed Psychologist
- Supervised Interns or Post-Graduate Residents working toward any of the above licenses
- PMHNP-BC – Psychiatric Mental Health Nurse Practitioner-Board Certified

Interns and limited-license providers practice only under the clinical supervision of the fully-licensed professionals identified on file with the State of Michigan’s licensing boards. All Providers practice in accordance with their licensing board’s ethical standards and Michigan rules.

Providers may consult with supervisors or peer consultants to improve your care. Only the minimum necessary PHI is shared, and all consultants are bound by the same confidentiality rules. You will be provided in writing with the name and credentials of your primary Providers and, where applicable, their supervising physician.

You must be located within the State in which your provider is licensed (e.g. Michigan) to receive services from our providers.

Because Desert Streams is a faith-based practice, providers may integrate Christian principles at the patient’s request. Integration is voluntary and you may decline at any time without affecting care.

Psychotherapy & Medication Services

Psychotherapy is a collaborative process that may include assessment, diagnosis, treatment planning, skills training, and homework between sessions. Medication services (when indicated) include evaluation, prescribing, monitoring, and coordination with your therapist and outside medical providers. Benefits, risks, and alternatives will be discussed before treatment begins. There are no guarantees of outcome.

Psychiatric Services & PMHNP-BC Practice

The Psychiatric Mental Health Nurse Practitioner (PMHNP-BC) at Desert Streams Christian Counseling, Angela Schutte, PMHNP-BC, provides psychiatric evaluation, diagnosis, medication management, and prescribing under a written collaborative practice agreement with, and clinical supervision by, her supervising physician, Marit Vogel, MD, in accordance with MCL 333.17210 and the Michigan Board of Nursing rules. Dr. Vogel is not an employee of Desert Streams Christian Counseling and does not provide direct patient care in this practice, but ensures clinical oversight as required by law. Angela Schutte, PMHNP-BC, may prescribe medications, including controlled substances when delegated, in compliance with Michigan law and federal regulations. As a patient, you have the right to know your provider’s credentials, to ask questions about their scope of practice, and to consent to or decline psychiatric treatment.

Contacting Your Provider & Emergencies

Office hours: 8 a.m. – 5 p.m., Monday through Friday. Non-secure e-mail and text messaging are used only for

scheduling or logistical matters. You authorize us to contact you via phone, email, or secure text regarding appointments and billing. For emergencies:

- Dial 911 or go your nearest emergency department
- Bronson ER Kalamazoo 269-341-6386.
- Bronson ER Battle Creek 269-345-5888
- Gryphon Place (Mental Health and Suicide Hotline) 269-381-4357
- Mobile Crisis Response (for child and adolescent services) 269-373-6000

Limits Of Confidentiality

Your information is confidential except as allowed or required by law in such instances as:

- You sign a written release.
- Suspected child or vulnerable-adult abuse/neglect (*MCL 722.623; MCL 400.11a*).
- Credible threat to physically harm an identifiable third party (*Michigan "Duty to Protect," MCL 330.1946*).
- Imminent risk of serious self-harm.
- Court order, subpoena, licensure board complaint, or workers'-compensation claim.
- Disclosures for health oversight activities, audits, or public health reporting as permitted by HIPAA.
- Substance use disorder records, additional federal protections apply under 42 CFR Part 2, requiring your specific consent for most releases.

Full details appear in the attached Notice of Privacy Practices [HIPAA].

Professional Records

We maintain Clinical Records (required elements under HIPAA and Michigan law) and Psychotherapy Notes (kept separate; not part of the standard record). You may inspect or obtain a copy of your Clinical Record with written request, except where disclosure would pose substantial harm as defined by *45 CFR §164.524 and MCL 333.26265*. You may be assigned costs for obtaining a copy of your record.

Minors

- For minors under 14, all services require parental/guardian consent unless an emergency exists.
- A minor **14 years or older** may request and receive up to **twelve (12) outpatient sessions or four (4) months** of therapy (whichever occurs first) **without parental consent**.
- When such minor-initiated treatment occurs, we will make "reasonable efforts" to involve a parent or guardian unless, in the Provider's judgment, such contact would jeopardize the minor's wellbeing. Attempts (or rationales for non-attempts) are documented in the record.
- After the 12th session or fourth month, continued treatment requires signed parental/guardian consent unless clinically contraindicated and documented.
- To protect the statutory right of the minor to confidentiality, *such sessions will not be billed to insurance and must be paid out-of-pocket by the minor*, unless the minor and the legal guardian both agree in writing to use insurance benefits.
- Records of minor-initiated treatment are confidential and may be released to a parent/guardian **only** with the minor's written authorization or by court order (*MCL 330.1707(3)*). A brief treatment summary—not full notes—may be provided on written request (*MCL 330.1707(4)*).
- Minors of **any age** may consent to substance-use disorder services (*42 CFR §2.14; MCL 722.623a* for abuse reporting).
- Emergencies: If the minor presents a "serious danger to self or others" we may contact parents/guardians and/or emergency services without consent.
- Psychiatric medication evaluation and prescribing by a Psychiatric Mental Health Nurse Practitioner-Board Certified (PMHN-BC) always requires parental or legal guardian consent for any patient under the age of 18. A parent or guardian must participate in the informed consent process for medication treatment.

Termination

Either party may end treatment at any time. Your provider may initiate termination of services for reasons including, but not limited to, non-payment of fees, repeated missed appointments, lack of progress, if the services are no longer appropriate for your needs, or if your behavior is disruptive or unsafe. In such cases, we will provide at least 30 days'

notice for non-emergency terminations, unless clinically inadvisable. Your providers will discuss the reasons with you, provide appropriate referrals, and assist you in transitioning to new care, making every effort to ensure a responsible and ethical termination process.

Complaints

If you believe your privacy rights have been violated, you may file a complaint with:

- The Practice Privacy Officers:

Andrew Brown, abrown@DesertStreams.org, 269-447-1127

Pamela Stinchcomb, pstinchcomb@DesertStreams.org, 269-345-0909 ext.232

- U.S. Department of Health & Human Services, Office for Civil Rights

800-368-1019, OCRMail.hhs.gov

- Michigan Department of Licensing and Regulatory Affairs [LARA]

Health Professions Division Enforcement Section

PO Box 30670, Lansing MI 48909

(517) 241-0205

You will not be retaliated against for filing a complaint.

Acknowledgment & Consent

Your signature below acknowledges receipt of the below listed forms. For the Financial Agreement, Provider and Patient Service Agreement, and Telehealth & Electronic Scribe Consent (if applicable), your signature also signifies your agreement to the terms contained within those documents. You may revoke this Agreement in writing at any time, except to the extent we have already acted in reliance on it. Revocation does not affect actions already taken in reliance on this consent (e.g. prior disclosures).

I have received and reviewed (check all that apply):

- ☐ Financial Agreement and Release
- ☐ Provider and Patient Service Agreement
- ☐ Notice of Privacy Practices and Office Policies
- ☐ Telehealth & Electronic Scribe Consent (if applicable)

I give informed consent to receive psychotherapy and/or medication services from the designated Provider(s) at Desert Streams Christian Counseling.

Patient Name (print)

DOB

Legal Guardian Name, if applicable (print)

Relationship

Patient / Guardian Signature

Date

Provider Name & Credentials Signature

Date