
PSYCHOTHERAPIST-CLIENT SERVICES AGREEMENT
[OHIO]

Welcome to my practice. This document (the Agreement) contains important information about my 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 patient 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 I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI. The Notice, which is attached to this Agreement, explains HIPAA and its application to your PHI in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information. Although these documents are long and sometimes complex, it is important that you read them carefully. We can discuss any questions you have about the procedures. 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 me unless I have taken action in reliance on it, or if you have not satisfied any financial obligations you have incurred.

PSYCHOTHERAPY SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the clinician and client, and the particular problems the client is experiencing. There are many different methods I may use to deal with the problems that we hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and in the time between sessions. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees of what you will experience.

Our first session or two will involve an evaluation of your needs. By the end of this time, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy can involve a large commitment of time, energy and money, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

MEETINGS

I normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if I'm the best person to help you create the life you want. If we decide to continue, I will usually schedule one 50-minute session per week, although duration and frequency can vary.

PROFESSIONAL FEES

My hourly fee is \$120. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will pro-rate the hourly cost for periods of less than one hour. These services include, but are not limited to, report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparation of records and treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$450 per hour for preparation and attendance at any legal proceeding, including travel time door-to-door.

Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation (by Friday at 5pm for Monday appointments), or unless we both agree that you were unable to come due to a medical emergency. I will do everything possible to find another time to reschedule the appointment that week, but a late cancellation will still mean you are responsible for the fee for that missed session.

_____ (initials)

PAYMENT OF FEES

You will be expected to pay for each session at the time it is held, prior to the beginning of the session. Payment schedules for other professional services will be agreed upon when they are requested.

If your account has not been paid for more than 60 days and arrangements have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. You will be charged the collection fee if I have to send your account to collections. In most situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided and the amount due. If legal action is required, its costs will be included in the claim.

_____ (initials)

INSURANCE REIMBURSEMENT

I am not a member of any insurance panels, therefore my services will be considered out-of-network. If you request it, I will provide you with forms and assistance in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees.

You should also be aware that your contract with your health insurance company may require that I provide information relevant to the services that I provide to you. I am required to provide a clinical diagnosis; in other words, I must diagnose you with a mental illness in order for any insurance company to reimburse for therapy. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for reimbursement. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I 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 databank. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you authorize me to provide your carrier with any requested information, should you choose to use your insurance to pay for your treatment.

_____ (initials)

CONTACTING ME

Due to my work schedule, I am often not immediately available by phone. When I am unavailable, my telephone is answered by voice mail that I monitor frequently. I will make every effort to return your call on the same day. Otherwise, you can expect a return call on the next business day, at the latest. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room, or call 281-CARE. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact in emergencies should we deem that necessary.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a social worker. In most situations, I can only release information about your treatment to others if you sign a written release. There are other situations that require only that you provide advance written consent. Your signature on this Agreement provides consent for the following:

- * I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I avoid revealing the identity of my client. The others professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called PHI in my Notice of Social Worker's Policies and Practices to Protect the Privacy of Your Health Information)
- * Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where I am permitted or required to disclose information without either your consent or authorization:

- * If you are involved in a court proceeding and a request is made for information concerning your evaluation, diagnosis or treatment, such information is protected by the social worker-client privilege law. I cannot provide any information without your or your personal or legal representative's written authorization or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- * If a government agency is requesting the information for health oversight activities, I may be required to provide it for them
- * If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- * If a client files a worker's compensation claim, the client must execute a release so that I may release the information, records or reports relevant to the claim.

There are some situations in which I am legally obligated to take actions which I believe are necessary to attempt to protect others from harm, and I may have to reveal some information about a client's treatment. These situations are unusual in my practice.

- * If I know or have reason to suspect that a child under 18 years of age or a mentally retarded, developmentally disabled or physically impaired child under 21 years of age has suffered or faces a threat of suffering any physical or mental wound, injury, disability or condition of a nature that reasonably indicates abuse or neglect, the law requires that I file a report with the appropriate government agency, usually the Public Children's Services Agency. Once such a report is filed, I may be required to provide additional information.
- * If I have reasonable cause to believe that an adult is being abused, neglected or exploited, or is in a condition which is the result of abuse, neglect or exploitation, the law requires that I report such belief to the county Department of Job and Family Services. Once such a report is filed, I may be required to provide additional information.
- * If I know or have reasonable cause to believe that a client has been the victim of domestic violence, I must note that knowledge or belief and the basis for it in the client's records.
- * If I believe that a client presents a clear and substantial risk of imminent serious harm to him/herself or someone else, and I believe that disclosure of certain information may serve to protect that individual, then I must disclose that information to the appropriate public authorities, and/or the potential victim, and/or professional workers, and/or the family of the client.

If any of these situations arise, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to only that which is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, 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 quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

ENCOUNTERS OUTSIDE THE OFFICE

At times, we may run into one another in a public setting. I will protect your confidentiality in the following ways:

- * I will not smile at you, speak to you, or acknowledge you in any way. If you wish to talk with me, you are welcome to make that contact.
- * I will not introduce you to anyone I am with. You may do so if you wish.
- * I will not tell anyone you are with how we know one another. You may do so if you wish.
- * I will not introduce myself to anyone you are with. You may do so if you wish.
- * I will keep our encounter as brief as possible without seeming rude.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep PHI about you in two sets of records. One set constitutes your Clinical Record. It included information about your reasons for seeking therapy, a description of the ways in which your problem(s) impacts on your life, your diagnosis, the goals that we set for treatment, your progress toward those goals, your medical and social history, your treatment history, any past treatments records that I receive from other providers, reports of any

professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and others, you may examine and/or receive a copy of your Clinical Record if you request it in writing and the request is signed by you and dated not more than 60 days from the date it is submitted. Because these are professional records, they can be misinterpreted by and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I am allowed to charge a fee of \$1 per page for the first 10 pages, .50 per page for pages 11 through 50, and .20 per page for pages in excess of 50, plus \$15 for records search, plus postage. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon request.

In addition, I keep a set of Psychotherapy Notes. These are for my own use and are designed to assist me in providing you with the best treatment. While the contents of the Psychotherapy Notes vary from client to client, they can include the contents of conversations, my analysis of those conversations, and how they impact on your therapy. They can also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your written authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless I determine that such disclosure would have an adverse effect on you.

CLIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of PHI. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of PHI that you have neither consented to nor authorized; determining the location to which PHI disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement. I am happy to discuss any of these rights with you.

Your signature below indicates that you have read this agreement and agree to its terms.

Client Signature

Date