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PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT [OHIO]

Welcome to our practice. This document (the Agreement) 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 new federal law that provides new privacy protections and new patients 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. HIPPA 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 Ohio HIPPA Notice Form, which is attached to this Agreement, explains HIPPA and its applications 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 at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that 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.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. There are many different methods your psychologist may use to deal with the problems that you 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 that you and your psychologist discuss both during your session and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Your first few sessions with the psychologist will involve an evaluation of your needs. By the end of the evaluation, your psychologist will be able to offer you some first impressions of what the work will include and 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 our psychologist. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about our procedures, your psychologist should discuss them whenever they arise. If your doubts persist,

your psychologist will be happy to help you set up a meeting with another mental health professional for a second opinion.

APPOINTMENT REMINDERS

Our office will provide a courtesy reminder call prior to any appointment. We will attempt to leave a message with you directly, however, if you are not available we will leave a message on your answering machine, if possible. If you prefer not to be contacted for appointments please tell our receptionist.

MEETINGS

Your psychologist will normally conduct an evaluation that will last from 2 to 4 sessions. During this time, you can both decide if your psychologist is the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, our staff will usually schedule on 50-minute session (one appointment hour of 50 minutes duration) per week at a time agreed on with you psychologist, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay a \$75 charge unless you provide 24 hours advance notice of a cancellation [unless your psychologist and yourself both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. If it is possible, your psychologist will try to find another time to reschedule the appointment.

PROFESSIONAL FEES

Our hourly fees vary based on the services provided and are attached to the Client Information Forms, which you are required to complete during you first visit. In addition to weekly appointments, psychologist will charge for other professional services you may need. Billings will be based on increments of 15 minutes if your psychologist works less than one hour. Other services include scoring protocols, report writing, telephone conversations lasting longer than 10 minutes, consulting with other professional with you permission, preparation of records or treatment summaries, and the time spent performing any other services you may request of our psychologists. If you become involved in legal proceedings that require your psychologist to participate, you will be expected to pay for all of the professional time, including preparation and transportation costs, even if the psychologist is called to testify by another party. [Because of the difficulty of legal involvement, our psychologist charge \$150 per hour for preparation and \$300 per hour for attendance at any legal proceedings including travel time and mileage fees to and from the office.

SCHOOL AND IEP MEETINGS

If your psychologist is requested to attend a school or IEP meeting the fee is \$150 per hour, which include preparation, meeting time, and travel time. Mileage to and from the office will also be charged. The fee is due at the time of service. School and IEP meetings are not covered by insurance and it is the responsibility of the requesting party to pay 100% of accumulated fees.

CONTACTING OUR PSYCHOLOGIST

The office is open between the hours of 9 AM and 5 PM Monday through Thursday and 9 AM to 1 PM Fridays. When our staff is unavailable, our telephone is answered by an answering service that we monitor frequently, or who knows where to reach our psychologists. Our psychologist will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform our psychologist of the best times when will be available. If you are unable to reach our psychologist and feel that you can't wait for a return call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If our psychologist will be unavailable for an extended time, our staff will provide you with the name of a colleague to contact, if necessary.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, we can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPPA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- Your psychologist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, your psychologist will make every effort to avoid revealing the identity of our patient. The other professionals are also legally bound to keep the information confidential. If you don't object, the psychologist will not tell you about these consultations unless he/she feels that it is important to your work together. We will note all consultations in your Clinical Record (which is called "PHI" in our Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that your psychologist practices with other mental health professional and that we employ administrative staff. In most cases, your psychologist may need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed in writing not to release any information outside of the practice without the permission of a professional staff member.
- Your psychologist also may have contracts with an attorney, billing consultant, a collection agency and answering service. As required by HIPPA, Assessment and Family Therapy Center of Northwest Ohio will have a formal business associate contract with these businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, our staff can provide you with names of these organizations and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where your psychologist is 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 psychologist-patient privilege law. Your psychologist cannot provide any information with 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 your psychologist to disclose information.

If a government agency is requesting the information for health oversight activities, you psychologist may be required to provide it for them.

- If a patient files a complaint or lawsuit against your psychologist, relevant information regarding that patient may be disclosed in order to defend the psychologist.
- If a patient files a workers' compensation claim, the patient must execute a release so that the psychologist may release the information, records or reports relevant to the claim.

There are some situations in which your psychologist is legally obligated or is permitted to take actions, which he/she believes are necessary to protect others from harm and your psychologist may reveal some information about a patient's treatment. These situations are unusual in our practice.

- Generally, if your psychologist knows 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 of the child, the law requires that a report be filed with the appropriate government agency, usually the Public Children Services Agency for children. Once such a report is filed, the psychologist may be required to provide additional information.
- If your psychologist has reasonable cause to believe that an elder or vulnerable 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 the psychologist report such belief to the county Department of Job and Family Services or other appropriate agency. Once such a report is filed, the psychologist may be required to provide additional information.
- If you psychologist knows or has reasonable cause to believe that a patient or client has been the victim of domestic violence, your psychologist must note that knowledge or belief and the basis for it in the patient's or client records.
- If your psychologist believes that a patient presents a clear and substantial risk of imminent serious harm to him/herself or someone else and your psychologist believes that disclosure of certain information may serve to protect that individual, then your psychologist may disclose that information to appropriate public authorities, and/or the potential victim, and/or professional workers, and/or the family of the client.

If such a situation arises, your psychologist will, depending on the circumstances, make every effort to fully discuss it with you before taking any action and your psychologist will limit our disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss any questions or concerns that you may have now or in the future with your psychologist. The laws governing confidentiality can be quite complex, and we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPPA, your psychologist will keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Records. It includes information about your reasons for seeking therapy, a description of the ways

in which your problem impacts on your life, your diagnosis, the goal that you and your psychologist set for treatment, your progress towards those goals, your medical and social history, your treatment history, and any past treatment records that your psychologist 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 you may examine and/or receive a copy of your Clinical Records 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 and/or upsetting to untrained readers. For this reason, we recommend that you initially review the records in our presence so the contents can be discussed, or have them forwarded to another mental health professional, with copy charges. There will be no charge for reviewing records during regular business office hours. Our office is allowed to charge a copying fee of \$1 per page for the first ten pages, 50 cents per page for pages 11 through 50, and 20 cents per page for pages in excess of fifty, plus \$15 fee for record search, plus postage. Any exceptions to this policy are contained in the attached Notice Form. If your psychologist refuses your request for access to your Clinical Records, you have a right of review, which the Privacy Officer at Assessment and Family Therapy of Northwest Ohio will discuss with you upon request.

In addition, your psychologist also keeps a set a Psychotherapy Notes. These Notes are for his/her own personal use and are designed to assist in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of your conversations, the psychologist's analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to your psychologist that is not required to be included in your Clinical Record. While insurance companies can request and receive a copy of your Clinical Records, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage not penalize you in any way for your refusal.

PATIENT RIGHTS

HIPPA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that your psychologist amends your records; 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 or for treatment, payment or health care purposes 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 the Notice Form, and our privacy policies and procedures. Your psychologist will be happy to discuss any of these rights with you.

MINORS AND PARENTS

Patients under 18 years of age who are not emancipated and their parents should be aware that the law allows parents to examine their child's treatment records unless a court order blocks such access. Children between 14 and 18 may independently consent to and receive up to 6 sessions of psychotherapy (provided within a 30-day period) and no information about these sessions can be disclosed to anyone without the child's agreement, except in limited circumstances after the thirty day period. While privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, parental involvement is also essential to successful treatment. For children 14 and over, it is our policy to request an agreement between our patient and his/her parents allowing your psychologist to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. The psychologist will also provide parents with a

summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless your psychologist feels that the child is in danger or is a danger to someone else, in which case, the psychologist will notify the parents of our concerns. Before giving parents any information, the psychologist will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have. Although the psychologist will attempt to block a parent's access on this basis, there is no guarantee that the information can be protected from disclosure.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. A fee structure for the requested service(s) will be provided at the initial visit. Payment schedules for other professional services will be agreed to when they are requested. [In circumstances of unusual financial hardship, your psychologist may be willing to negotiate a fee adjustment or payment installment plan.]

If your account has not been paid for more than 30 days and arrangements for payments have not been agreed upon, our office has the option of using legal means to secure payment. This may involve hiring a collection agency or going through small claims court which will require your psychologist to disclose otherwise confidential information. In most collections situations, the only information that is released relates to a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its cost will be included in the claim.

INSURANCE REIMBURSEMENT

In order for your therapist to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. Our staff will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible under most circumstances for full payment of our fees. It is very important that you find out exactly what mental health services your insurance company covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about coverage, call your plan administrator. Of course, our staff will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, our staff will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after the insurance benefits end. Some managed-care plans will not allow the psychologist to provide services to you once your benefits end. If this is the case, our psychologist will do our best to find another provider who will help you continue your psychotherapy.

You should also be aware that your contract with your health insurance company requires that our staff provide it with information relevant to the services that your psychologist provides to you. Your psychologist is required to provide a clinical diagnosis. Sometimes your psychologist is required to provide additional clinical information such as treatment plans and summaries, or copies of your entire clinical record. In such situations, your psychologist will make every effort to release only the minimum information about you that is necessary for the purpose requested. 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, your psychologist will have no control over what they do with it once it is in their hands. In some, they share the information with a national medical information databank. Our staff will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that our staff can provide requested information to your carrier.

Once we have all of this information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for our services yourself to avoid the problems described above unless prohibited by contract.

Your signature below indicates that you have read the information in the document, understand, and agree to its terms.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE OHIO HIPPA NOTICE FORM DESCRIBED ABOVE.

Name: _____ Date: _____

A good faith effort was made to acquire this client's signature.

VERIFICATION OF OHIO HIPPA NOTICE

By signing below I verify that I have signed the Psychotherapist-Patient Service Agreement and received a copy of the Ohio HIPPA Notice Form at my initial appointment.

Name: _____ Relationship to Client: _____

Date: _____ Custody _____ Yes _____ No _____ N/A _____