

**Counseling Service Agreement:
 Your Rights and My Policies**

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign the Consent for Treatment, it will represent that you understand your rights and agree with my policies.

COUNSELING SERVICES

Counseling is not easily described in general statements. It varies depending on the personalities of the counselor and client, and the particular problems you bring forward. There are many different methods I may use to deal with the problems that you hope to address. Counseling is not like a visit to your family doctor. Instead, it calls for a very active effort on your part. In order for the counseling to be most successful, you will have to work on things we talk about both during our sessions and at home.

Counseling can have benefits and risks. Since counseling 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, counseling has also been shown to have benefits for people who go through it. Counseling 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.

SESSIONS

During the time of initial assessment, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If counseling is begun, I will schedule one appointment hour of not more than 50 minutes duration at a frequency and time we agree on, although some sessions may be longer or frequency may change. **Once an appointment hour is scheduled, you will be expected to attend unless you provide 24 hours advance notice of cancellation, or unless we both agree that you were unable to attend due to circumstances beyond your control. You will be expected to pay \$50 if you cancel less than 24 hours in advance and \$70 if you provide no notice of cancellation since insurance providers do not pay for missed sessions.**

PROFESSIONAL FEES

All fees and co-pays are due at time of service

Mental Health/Substance Abuse Evaluation	\$185 for 45 - 50 minute session
Individual / Couples Counseling Session	\$135 for 45 - 50 minute session
Attendance At Any legal Proceeding <i>(including preparation, travel to and from court, and time spent at the legal proceeding)</i>	\$200 per hour
Consultation <i>(including report writing, phone conversation, text or email over 10 minutes)</i>	\$60 per hour

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held unless you have insurance coverage. If you have insurance coverage, I will accept the insurance reimbursement for covered services and will only expect co-pay fees, if any, to be paid at the time of service unless we agree otherwise. In circumstances of unusual financial hardship, I may be willing to negotiate a payment installment plan.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I release regarding a client's treatment is his or her name, the nature of services provided, and the amount due.

INSURANCE REIMBURSEMENT

In order for us 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. I will fill out forms and provide you with whatever assistance I can 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. For example, certain insurance providers may not allow some services and you will be expected to pay for all services not covered by your insurance plan. It is very important that you find out exactly what mental health services your insurance policy covers.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). 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.

CONTACTING ME

I am sometimes not immediately available by telephone. I probably will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by voice mail that I continually monitor. I will return your call on the same day. 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 call **Rescue Mental Health Services at 419.255.2801**. If it is an emergency, call 911 or go to the nearest emergency room and ask for the psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

INTERNET AND WIRELESS DEVICE USEAGE for Non-Counseling Activities:

You can choose to communicate with me for non-counseling reasons by using Internet or wireless devices such as a cell phone, laptop computer, iPad, or smart phone (iPhone, Droid, etc.). This may include talking, leaving voice mail messages, texting, sending or receiving email, use of live chat services, or live video chat services.

I will use reasonable means to protect the security and confidentiality of Internet and wireless device communications sent and received. However, because of the risks identified below, I can't guarantee the security of Internet or wireless device communication, and am not liable for improper disclosure of confidential information that is not caused by my intentional misuse.

Risk of using the Internet and wireless devices to communicate:

Transmitting confidential information to me as well as receiving confidential information from me has a number of risks that you need to consider.

- Internet communication can be intercepted, circulated, forwarded and stored in numerous paper and electronic files, or used without authorization or detection.
- Internet and wireless device communication can be immediately broadcast worldwide and be received by unintended recipients and is easier to falsify than handwritten or signed documents.
- Email senders can easily type in the wrong email address.
- Back-up copies or transmissions may exist even after the sender or the recipient has deleted his or her copy.
- Internet and wireless device service providers and their employees have the right to archive and inspect communications transmitted through their systems.
- Internet and wireless device communication can be used to introduce viruses or other destructive elements into computer systems or wireless devices.
- Internet and wireless device communications can be used in court.

Client obligations when using Internet and wireless device communications for general information:

- Use Internet and wireless device communications only for general client information. not for medical emergencies or to engage in counseling.
- When using Internet communications like Email only include your first name and last initial in the body of the message. Include a phone number where you can be reached.
- Follow-up with me if you have not received a response to your message within 24 hours.
- Use screen savers and safeguard your computer or wireless device password.
- Withdraw consent of Internet and wireless device communications through written communication.

Alternate forms of communication:

I understand that I may also communicate with the counselor via landline telephone or in person and that Internet and wireless device communications may not be a substitute for the care provided during an office visit. In-office appointments should be considered before discussing any new issues as well as any sensitive information.

Types of non-clinical Internet and wireless device communication activities that you agree to send or receive:

The types of information that can be communicated via the Internet and wireless device services include appointment scheduling requests, billing and insurance questions, and client education. As counselor, I will not engage in Internet or wireless device communications for counseling unless you, the client have signed the Client Internet and Wireless Device Counseling Service Agreement Addendum. As counselor I will not engage in counseling with clients that reside outside the state of Ohio. If you are unsure if an issue you wish to discuss should be included in an Internet or wireless device communication, you should call me to schedule an appointment.

Hold harmless clause:

I agree to indemnify and hold harmless the counselor, the therapy practice, its officers, website designers and maintainers from and against all losses, expenses, damages and costs, including reasonable attorney's fees, relating to or arising from any information loss due to technical failure, my use of the internet or wireless devices to communicate with the counselor or the use of his website, any arraignments I make based on information obtained by the counselor's website, any products or services obtained through the counselor's website, and any breach by me of these restrictions and conditions. The counselor does not warrant that the functions contained in any materials provided will be uninterrupted or error-free, that defects will be corrected, or that the counselor's website or server that makes such site available is free of viruses or other harmful components.

Termination of the Internet and wireless device communication relationship:

The counselor shall have the right to immediately terminate the Internet or wireless device communication relationship with the client if the counselor determines, in his or her sole discretion, that the client has violated the terms and conditions set forth above or otherwise breached this agreement, or has engaged in conduct which the counselor determines, in his or her sole discretion, to be unacceptable. The Internet and wireless device communication relationship between the counselor and the client will terminate in the event that the counselor, in his or her sole discretion, no longer wishes to utilize the Internet or wireless devices to communicate with all of his or her clients.

Forwarding of Internet or wireless device communications:

I understand that there may be times in which the counselor must forward the information I have provided via Internet or wireless device communication to a third party for treatment, billing, and payment purposes. I expressly provide my consent to the counselor to forward these Internet and wireless device communications to a third party under these conditions and evidence my consent by signing the Consent to Treatment.

OHIO NOTICE FORM

Notice of Psychologists', Psychiatrist', Social Workers', and Counselors' Policies and Practices to Protect the Privacy of Your Health Information
THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET
ACCESS TO THIS INFORMATION
PLEASE REVIEW IT CAREFULLY

I. Uses and Disclosures for Treatment, Payment and Health Care Operations

I may use or disclose your protected health information (PHI), for treatment payment and health care operations purpose with your consent. To help clarify these terms, here are some definitions:

"PHI" refers to information in your health record that could identify you.

"Treatment, Payment, and Health Care Operations"

- *Treatment* is when I provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist, psychiatrist or counselor.
- *Payment* is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
- *Health Care Operations* are activities that relate to the performance and operations of my practice. Examples of health care operations are quality assessment and improvement activities, business related matters such as audits and administrative services, and case manager and core coordinator.

"Use" applies only to activities within my {office, clinic, practice, group, etc.}, such as sharing, employing, applying, utilizing, examine, and analyzing information that identifies you.

"Disclosure" applies to activities outside of my {office, clinic, practice, group, etc.}, such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

I may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate *authorization* is obtained. An "authorization" is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment, and healthcare operations, I will also need to obtain an authorization before releasing your psychotherapy notes. "Psychotherapy notes" are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your medical record. Those notes are given a greater degree of protection.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage and the law provides the insurer the right to contest the claim under the policy.

III. Uses and Disclosures with Neither Consent or Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse:** If, in professional capacity, I know or 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. I am required by law to immediately report that knowledge or suspicion to the Ohio Public Children's Services Agency, or a municipal or county peace officer.
- **Adult and Domestic Abuse:** 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, I am required by law to immediately report such belief to the County Department of Job and Family Services.
- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about your evaluation, diagnosis, and treatment and the records thereof, such information is privileged under the state law and I will not release this information without written authorization from you or your personal or legally-appointed representative, or a court order. The privileged authorization does not apply when you are being evaluated for a third party or where evaluation is court ordered. You will be informed in advance if this is the case.
- **Serious Threat to Health Safety:** If I believe that you pose a clear and substantial risk of imminent serious harm to yourself or another person, I may disclose your relevant confidential information to public authority, the potential victim, other professional, and/or your family in order to protect against such harm. If you communicate to me an explicit threat of infliction imminent and serious physical harm or cause the death of one or more clearly identifiable victims, and I believe you have the intent and ability to carry out the threat, then I am required by laws to take one or more of the following actions in a timely manner: (1) take steps to hospitalize you on an emergency basis, (2) establish and undertake a treatment plan calculated to eliminate the possibility that you will carry out the threat, and initiate arrangements for a second opinion risk assessment with another mental health professional, (3) communicate to a law enforcement agency and, if feasible, to the potential victim(s), or a victim's parent or guardian if a minor, all the following information: a) nature of the threat, b) your identity, and c) the identity of the potential victim(s).
- **Worker's Compensation:** If you file a worker's compensation claim, I may be required to give your mental health information to relevant parties and officials.

IV. Patient's Rights and Psychologist's, Psychiatrist's, Social Worker's and Counselor's Duties**Patient's Rights:**

- *Right to Request Restrictions* – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, I am not required to agree to a restriction you request.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example: you may not want a family member to know that you are seeing me. Upon your request, I will send you bill to another address.)
- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI and psychotherapy notes in the mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, I will discuss with you the details of the request process.
- *Right to Amend* – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I will discuss with you the details of the amendment process.
- *Right to an Accounting* – You generally have the right to receive an accounting of disclosure of PHI for which you have neither provided consent nor authorization (as described in Section III of this notice). On your request, I will discuss with you the details of the accounting process.
- *Right to a Paper Copy* – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive notices electronically

Psychologists, Psychiatrist's, Social Worker's and Counselor's Duties

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI
- I reserve the right to change the privacy policies and practices described in the notice, Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will notify you by mail.

V. Complaints

If you are concerned that your privacy rights have been violated, or you disagree with a decision made about access to your records, you may contact me at 419-318-4627. If you feel your complaint has not received appropriate attention, you may send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.

VI. Effective Date, Restrictions, and Changes to Privacy Policy:

This notice will go into effect on April 14, 2003