

AMY M. CHILDERS COUNSELING, LLC

NEW CLIENT INFORMATION

Welcome! I am pleased that you have chosen me to address your concerns. Please carefully read this information describing my services and office procedures.

Counseling is not easily described in general statements, and varies depending upon the therapist, the client, and the nature of the presenting problem(s). Counseling can result in better relationships, a reduction of feelings of distress, and the resolution of specific problems. But there are no guarantees. In some cases, it may involve experiencing unpleasant feelings and recalling difficult aspects of your history before improvement is achieved.

At the end of your first session, treatment goals are formulated and discussed. Should I feel that another therapist or another professional in the community would better serve you, I will refer you accordingly.

Health Insurance Portability and Accountability Act

As of April 14, 2003, federal law requires that we provide you with a “readable” summary of the Health Insurance Portability and Accountability Act (HIPPA) and have that summary integrated with both current Ohio law and Amy M. Childers Counseling, LLC’s policies and procedures. The purpose of this law is to offer greater protection for your personal health information (PHI) from access from others, and more access to that same information for you. This summary is entitled the “Ohio HIPPA Notice Form” (the Notice) and can be found on your clipboard at your first visit and in our waiting room at all times. It includes important definitions, information about your rights and your access to your own PHI, your therapist’s responsibilities, and circumstances surrounding the release of that information to others without your consent/authorization. Briefly, the latter applies in the following situations:

1. When potential harm to oneself (suicide) is present.
2. When potential harm to others is present.
3. When there is suspected child or elder abuse or neglect.
4. Where the court may subpoena records (most commonly, contested divorce actions).
5. When a past due unpaid balance is sent to a collection agency.

Please note that the above circumstances are very rare, and that Amy M. Childers Counseling, LLC places a high value on your privacy.

On the next few pages, you will find our Therapist-Client Services Agreement (the Agreement). While it is rather lengthy, it is still important that you read it carefully. We are required by law to present this agreement to you (and document this with your [revocable] signature) along with a copy of the Ohio HIPPA Notice Form. Should you have any questions, please do not hesitate to ask your therapist for clarification.

AMY M. CHILDERS COUNSELING, LLC THERAPIST-CLIENT SERVICES AGREEMENT

This document (the Agreement) contains important information about our professional services, business policies, and information about the Health Insurance Portability and Accountability Act (HIPPA), a new federal law. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time.

FEES

Payment for services equals \$100.00 per 45-50 minute session. Check, cash or credit card is due at the time of service. Receipts are available and confidential. In the case of divorce, the parent or guardian who brings the child/adolescent in for services is responsible for payment. There will be a \$50.00 charge for any missed appointment where the client did not call within a 24-hour time frame. Insurance companies will not cover the cost of this charge. To avoid the charge, please call within 24 hours of your appointment. In the case of an emergency, inclement weather and/or sickness, the charge will be waived.

CONTACTING YOUR THERAPIST

You may call Amy at 419-283-2732 to set up and/or cancel appointments. Day, evening and weekend hours are available.

LIMITS ON CONFIDENTIALITY

The law protects all communications between a client and a therapist. In most situations, we can only release information about you if you sign a written authorization form that meets HIPPA requirements. 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:

1. You should be aware that your therapist may consult with a peer therapist about your case. Your therapist will not disclose your identity when doing so.
2. Your therapist may also have contracts with an attorney, accountant, answering service and collection agency. Amy M. Childers Counseling, LLC may 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.
3. Disclosures by health insurers or collection agencies are discussed elsewhere in this Agreement.

In the following situations, your therapist may disclose PHI with neither your consent nor authorization:

1. If you are involved in a court proceeding and a request is made for information concerning your mental health evaluation, diagnosis, or treatment, such information cannot be provided without **your** (or your personal or legal representative's) **written authorization**, or **a court order**. If you are involved in or are contemplating litigation, you should consult with your attorney to determine whether a court would likely order such a disclosure.
2. If a government agency is requesting information for health oversight, your therapist may have to comply.
3. If you file a complaint or lawsuit against your therapist, relevant information regarding your case may be disclosed in order to defend the therapist.

There are some rare situations in which your therapist is **legally obligated** to take actions that he/she believes are necessary to attempt to protect you and/or others from harm, and your therapist may have to reveal some information about you. These situations are extremely unusual in my practice and include:

1. If your therapist knows or has reason to suspect that a child under 18 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 we report it to a Public Children Services Agency. Once such a report is filed, the therapist may be required to provide additional information.
2. If your therapist has reasonable cause to believe that an elderly person is being abused, neglected, or exploited, or is in a condition which is the result of abuse, neglect, or exploitation, the law requires that he/she reports such belief to the county Adult Protective Services. Once such a report is filed, the therapist may be required to provide additional information.
3. If your therapist believes that you present a clear and substantial risk of imminent serious harm to yourself or someone else, and your therapist believes that disclosure of certain information may serve to protect you or that individual, then he/she must disclose that information to appropriate public authorities and/or the potential victim, and/or professional workers, and/or the family. In such cases, your therapist will make every effort to fully discuss it with you before taking any action, and limit disclosure to what is absolutely necessary.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, your therapist will keep your PHI in two sets of professional records. One set constitutes your **Clinical Record**. It includes information about your reasons for seeking therapy, your degree of impairment, your diagnosis, treatment goals and progress toward them, your medical, social, and treatment history, any past treatment records that your therapist receives 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.

The other set is your **Psychotherapy Notes**. While the contents of Psychotherapy Notes vary, they can include the contents of your conversations and your therapist's analysis. Since they may contain particularly sensitive and detailed information, these Notes are kept separate from your Clinical Record and cannot be released to insurance companies without your signed, written **Authorization**. While they can request a copy of your Clinical Record, insurance companies cannot require your Authorization for Notes as a condition of coverage.

You may examine and/or receive a copy of your Clinical Record and your Psychotherapy Notes 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 the untrained reader. For this reason, we strongly recommend that you initially review them in our presence, or have them forwarded to another mental health professional so you can discuss the contents. Our office is allowed to charge a copying fee of \$1 per page for the first 10 pages, 50 cents per page for pages 11 through 50, and 20 cents per page for pages in excess of 50, plus a \$15 fee for records search, and postage.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of PHI. These include the right to request that your therapist amends your record, request an accounting of most disclosures of PHI that you have neither consented to nor authorized, know the location to which protected information disclosures are sent, have any complaints you make about our policies and procedures recorded in your records, and have a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures.

MINORS AND PARENTS

For children 14 and over, it is our policy to request an agreement between our client and his/her parents allowing your therapist to share general information about the progress of the child’s treatment and his/ her session attendance. The therapist 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 therapist feels that the child is in danger or is a danger to someone else, in which case the therapist will notify the parents of their concern. Before giving parents any information, the therapist will discuss the matter with the child, if possible, and do his/her best to handle any objections he/she may have.

IN CASE OF AN EMERGENCY

There may be an occasion when you feel the need to reach this therapist and are unable to do so. If such an emergency arises, you can call **The Link** (Wood County) 24-hour helpline **(1-800-472-9411)**, **Rescue Crisis** (Lucas County) at **(419-255-9585)**, any area hospital, or your family physician.

I understand that I am responsible for scheduled appointments that I or my child “no shows” without advanced notice. I am responsible for any unpaid balance of my bill should my insurance fail to reimburse Amy M. Childers Counseling, LLC in accordance with my contract with them.

I have read the above Therapist-Client Services Agreement and agree to the understanding and/or have asked questions for clarification.

Signature of Client/Parent/Guardian: _____ **Date:** _____

Signature of Therapist: _____ **Date:** _____