

# Mid-Ohio Psychological Services, Inc.

## Client Guidelines

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(Revised 12/13/06)

This document (the Agreement) contains important information about the professional services and business policies you are going to receive. 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 you be provided with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application 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 the first session. Although these documents are long and sometimes complex, it is very important that you read them carefully before any additional sessions. 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 this agency unless agency staff has taken action in reliance on it; if there are obligations imposed on this agency 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.

### **SERVICES PROVIDED:**

The treatment providers who work in this office are trained and legally qualified to provide a full range of psychological and/or counseling services to individual clients as well as to individuals who come at the request of public agencies. Services fall into four broad categories: **EVALUATION, COUNSELING, MEDICATION SERVICES, and CSP (Case Management).**

Mental Health Treatment is not easily described in general statements. It varies depending on the personalities of the treatment provider and client, and the particular problems you are experiencing. There are many different methods that may be used to deal with the problems that you hope to address. Mental health treatment is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the treatment to be most successful, you will have to work on things we talk about both during our sessions and at home. For treatment to be successful, we must be able to talk openly and work together with trust. Although we cannot guarantee success, we promise that we will work with you to help you make the changes you wish to make, using methods designed to work with your special needs.

Mental health treatment may have benefits and risks. Since mental health treatment 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, mental health treatment has also been shown to have many benefits. Treatment 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.

Evaluations are done for a number of reasons. Often they are useful to guide us in counseling and medication services. They may also be requested by your physician, attorney, other professionals, or public agencies such as the court, Social Security, Children's Services, etc., so that the other party can make an informed decision about you. All clients must be evaluated prior to receiving other services offered by this agency.

Counseling services are designed to help you find solutions to the problems that brought you to treatment. Counseling may be provided in either individual or group settings depending on your particular needs.

Medication services may be appropriate in some cases and will be recommended by your counselor if he/she believes that you can benefit from this service. Once referred for medication services, you will see a psychiatrist who will work with your counselor and you in addressing your problems. Some clients may also benefit from Case Management Services. These services are designed to facilitate communication among various treatment providers and to ensure that you are getting your basic needs met.

If, through the evaluation process, it appears that you might benefit from drug and alcohol treatment, you will be referred to staff that have a scope of practice in this area. Once referred for drug and alcohol services, you will be seen by a qualified counselor who will work with you in addressing your chemical usage.

Please read the rest of this statement carefully; ask whatever questions you need to, and do not sign the agreement until you understand and can agree with no reservations.

### **APPOINTMENTS:**

For counseling, we usually will want to see you once a week for 50 minutes each time. When you make an appointment, that time is set aside for you and no one else will use it. We make the best progress when we work together on a regular basis. If you are late, you will be seen only for the time remaining in that hour. ***If you must break an appointment, you must cancel at least 24 hours in advance, or a "no show" fee of \$35 will be charged. Most medical insurance companies, Medicaid and Medicare will not pay for missed appointments. You will be held responsible for this fee.*** Please do not cancel for any but the most important reasons.

For evaluations, the time will vary. You may be asked to come in to take some paper and pencil tests without the counselor being there, then there will be time for you to meet with the counselor for interview and/or further assessment with tests that only the counselor can administer. The counselor will review and evaluate all the results and write a report if one has been requested by the referring agency or professional; if no written report is needed, the counselor will go over the test results with you at your next meeting.

### **FEES:**

Fees vary according to the time involved. A 50-minute counseling session is \$90, a two-hour group is \$80, diagnostic assessment sessions are \$135 per hour, CSP services are \$65 per hour, and medication review sessions are \$51.27 per fifteen minutes. **You are expected to pay**

**at the beginning of each session.** Please discuss with our billing clerk any problems you may have meeting this requirement. Some or all of the fees for treatment services may be covered by your health insurance, Medicaid, or Medicare; please find out the details of your coverage from your insurance company. However, ***you are responsible for payment, not the insurance company.***

If you become involved in legal proceedings that require agency participation, you will be expected to pay for all of our professional time, including preparation and transportation costs, even if agency staff is called to testify by another party. You will be charged \$90 per hour for these activities. Insurance, Medicaid and Medicare do not pay for these services.

You will receive a monthly statement itemizing all charges and payments if you owe a balance. If there is a balance due, it must be paid in full. Accounts overdue by more than 60 days may be sent to a collection agency and may result in termination of treatment.

Misunderstandings about money can arise. If there are payment problems that have not been discussed, you and your counselor may become uncomfortable and your work together may suffer. Our contract is that the counselor helps you work on your problems and you pay for that service.

### **CONTACTING YOUR PROVIDER:**

In order to provide quality services to clients during sessions, your treatment provider will not be available by phone in most circumstances. If you need to communicate with your treatment provider at times other than your regularly scheduled appointment, you may call the office (740) 687-0042 and leave a message. The agency receptionist will forward your message to the treatment provider who will determine if they will call you back or wait to discuss the issue at your next regularly scheduled appointment. The receptionist can work with you to make appointments or direct you to other agency staff to address most of your needs. Receptionists will be available to accept phone calls from 9 AM to 5PM weekdays. When a receptionist is not available to accept your phone calls, you may leave a voice mail and the receptionist will review these messages during the next regular business day. When your provider is not available for extended periods of time, any message that you might leave will be forwarded to their immediate supervisor or clinician who is providing “coverage” for them. If you are unable to reach agency staff and feel that you can’t wait for a return phone call, contact your family physician, nearest emergency room or call Emergency Services at (740) 687-TALK (687-8255).

**CONFIDENTIALITY:**

The law protects the privacy of all communications between a client and a mental health treatment provider. In most situations, agency staff can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA, the Ohio Department of Mental Health. 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:

- Agency staff may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, agency staff make every effort to avoid revealing the identity of our clients. The other professionals are also legally bound to keep the information confidential. If you don't object, agency staff will not tell you about these consultations unless agency staff feel that it is important to our work together. Agency staff will note all consultations in your Clinical Record (which is called "PHI" in our Privacy Notice).
- You should be aware that this agency utilizes administrative staff that may have access to your records. In most cases, clinical staff 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 not to release any information outside of the practice without the permission of a professional staff member.
- This agency also has contracts with Mental Health Boards. As required by HIPAA, this agency has 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, we can provide you with the 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 this agency 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. Agency staff 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 this agency to disclose information.

- If a government agency is requesting the information for health oversight activities, this agency may be required to provide it for them.
- If a client files a complaint or lawsuit against the agency or agency staff, we may disclose relevant information regarding that client in order to defend ourselves.
- If a patient files a worker's compensation claim, the patient must execute a release so that the agency may release the information, records or reports relevant to the claim.

There are some situations in which agency staff are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a client's treatment.

- If agency staff 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 of the child, the law requires that agency staff file a report with the appropriate government agency, usually the Public Children Services Agency. Once such a report is filed, agency staff may be required to provide additional information.
- If agency staff have 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 agency report such belief to the county Department of Job and Family Services. Once such a report is filed, agency staff may be required to provide additional information.
- If agency staff know or have reasonable cause to believe that a patient or client has been the victim of domestic violence, agency staff must note that knowledge or belief and the basis for it in the patient's or client records.
- If agency staff believe that a client presents a clear and substantial risk of imminent serious harm to him/herself or someone else and agency staff believe that disclosure of certain information may serve to protect that individual, then agency staff must disclose that information to appropriate public authorities, and/or the potential victim, and/or professional workers, and/or the family of the client.
- We may disclose your health information to authorized federal officials who are conducting national security and intelligence activities or providing protective services to the President or other important officials. By law we cannot reveal when we have disclosed such information to the government.

If we are required to disclose information for any of the above situations, agency staff

will make every effort to fully discuss it with you before taking any action and agency staff will limit their 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 we discuss any questions or concerns that you may have now or in the future. 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.

If your unpaid bill must be referred to a collection agency or small claims court, your name, payment record, and last known address will be given to that agency.

### **PROFESSIONAL RECORDS:**

The laws and standards of this profession require that we keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or 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 and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in your provider's presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, we are 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 a \$15 fee for records search, plus postage. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.

### **CLIENT RIGHTS:**

HIPAA provides you with several rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that we amend your record; 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 to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about agency policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. We are happy to discuss any of these rights with you.

**MINORS & PARENTS:**

Patients under 14 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 agency staff decide that such access would injure the child or we agree otherwise. 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 those sessions can be disclosed to anyone without the child's agreement. While privacy in mental health treatment 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 the client and his/her parents allowing us to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. We 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 we feel that the child is in danger or is a danger to someone else, in which case, we will notify the parents of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

It is this agency's policy to attempt to engage both parental figures in their child's treatment unless parental rights have been terminated. Additionally, both parents may have access to view and/or request copies of the child's treatment record. If parental rights have been terminated, it is the responsibility of the parent who is seeking treatment for the child to provide documentation reflecting termination of parental rights.

**MUTUAL RIGHTS AND RESPONSIBILITIES:**

Your counselor is responsible for using your counseling time wisely and for developing and following a treatment plan that will help you deal with your problems. If your counselor believes that a problem would best be handled by another health care provider--a counselor, psychologist, specialists, or physician--a referral will be made. Your counselor will use available resources to help you.

You are responsible for cooperating with treatment and for trying to change those things that you and your counselor have identified to be changed. That means you must work on your problems both in counseling sessions and in daily life. You always have the right to ask for a change in treatment or to refuse treatment unless you are under court order. If you believe you are not being helped, please tell your counselor so that changes can be made if possible. If you continue to feel you are not being helped, we will help you find another counselor.

Whenever you change your behavior, there are certain risks involved such as interpersonal strain, family conflicts, etc. Your counselor will make every effort to clarify these risks when they come up. When you enter into a counseling/psychotherapeutic relationship, you are almost certain to change your perceptions of the world and the way you interact with the people you encounter daily. These changes may result in emotional/interpersonal/economic difficulties and this is always a risk in participating in treatment. Sometimes, situations must get worse before they can get better. During diagnostic assessment, you may discover parts of your self that you are uncomfortable with and may have to admit to behaviors that embarrass you.

Sometimes, this results in a drop in self-esteem and may make you feel worse. If you are participating in forensic services (court ordered services), you may deal with additional legal repercussions as the result of your participation in services provided by this agency. Your counselor will review with you the possible consequences of each intervention strategy. You have a right to refuse treatment at any time.

Based on each of our professions, we are bound by the professional and ethical standard of State law and our professions. That means we must respect your confidentiality (except for the situations noted above), we must provide the best service that we are capable of, work within the limits of our competencies, respect your rights and integrity, and act as far as we are able in your best interests. If you believe one or more of us has acted in an unprofessional or unethical manner, please tell your counselor so that the problem can be discussed and resolved. If you feel that the discussion has not helped, you should contact the Client's Rights Officer or any of the agencies listed on the *Client Rights Statement*.

### **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. Payment schedules for other professional services will be agreed to when they are requested.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we 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 the agency to disclose otherwise confidential information. In most collection situations, the only information we release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

### **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. We 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 for full payment of our fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. We 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 billing 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 clients feel that they need more services after insurance benefits end. Some managed-care plans will not allow us to provide services to you once your benefits end. If this is the case, we will do our best to find another provider who will help you continue your treatment.

You should also be aware that your contract with your health insurance company requires that we provide it with information relevant to the services that we provide to you. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire clinical record. In such situations, we 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, we 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. We will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that we can provide requested information to your carrier.

Once we have all of the 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.

### **MEDICAID/SLIDING FEE CLIENTS:**

To be eligible to receive public funds to help pay for the cost of your mental health services, you will need to sign a statement that allows the agency to give demographic and billing information to: The Fairfield County ADAMH (Alcohol, Drug and Mental Health) Board, Public-Private solutions hub, the Ohio Department of Mental Health, the Ohio Department of Human Services, and MACSIS (Multi-Agency Community Services Information System) and process claims in compliance with state requirements. ORC 5199.61 (K) authorizes the development and operation of a community mental health information system, but prohibits the collection of information for the purpose of identifying clients by name except as necessary to validate appropriate reimbursement, therefore only a subset of MACSIS data will be collected in name identified form.

ALL INFORMATION COLLECTED FOR MACSIS WILL BE CONFIDENTIAL, consistent with state and federal law. Name identified information will only be used to pay for

services received. Other information will be kept without your name attached. This information will not be available to any other sources or used for any other purposes. You have the right to review your records and notify the agency of errors in your record. Billing information will be kept for seven (7) years after you have received services, and only demographic information will be kept after that time.

If you do not agree to sign this disclosure and authorization form, the Board may not be able to use public funds to pay for your services. Approximately 40% of Medicaid funding is supported through a local levy administered by the Fairfield County ADAMH Board (if you are a resident of another county, this amount is contributed by that county's mental health and recovery services board).

**AUTHORIZATION FOR SERVICES:**

I have read and understood the Client Guidelines (rev. 12/13/06), and have been given a copy for myself. I understand my rights and responsibilities and those of the counselor.

I have read and understand the above and authorize the disclosure of name identifying billing information to the Fairfield County ADAMH Board, Public-Private Solutions hub, the Ohio Department of Mental Health, the Ohio Department of Human Services, and MACSIS (Multi-Agency Community Services Information System).

I agree to the conditions of this policy and give my informed consent for services for the following service(s) for myself:

- Diagnostic Assessment
- Forensic Services (not confidential)
- Outpatient counseling/psychotherapy
- Psychiatric Services (Medication/Somatic)
- CSP Services (Case Management)

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Counselor's Signature

\_\_\_\_\_  
Date

I agree to the conditions of this policy and give my informed consent for the above service(s) for the minor child, \_\_\_\_\_, and understand that the conditions of this policy apply to the child, but that as parent/legal guardian I am the only person who can consent to release information about the child's treatment.

\_\_\_\_\_  
Guardian's Signature

\_\_\_\_\_  
Date