



Midwest Behavioral Care, Ltd.

Administrative Office 3821 Little York Road, Dayton, OH 45414 937-454-0092

CLIENT INFORMATION AND TREATMENT AGREEMENT

Welcome to Midwest Behavioral Care, Ltd. (hereinafter abbreviated as MBC), a group mental health practice that provides a range and variety of services. Since you are a new client, it is important that we provide you with some information about your treatment, your rights, and our office policies. Please read the following form. The therapist working with you will be pleased to respond to any questions you may have regarding any of this information.

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 of 1996 (HIPAA), a federal law that provides privacy protections and client 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 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 Notice, which is included with 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. Although these documents are long and sometimes complex, it is very 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 MBC unless a) we have taken action in reliance on it; b) there are obligations imposed on us by your health insurer in order to process or substantiate claims under your policy; or c) 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 psychotherapist and client, and the particular problems you are experiencing. There are many different methods your therapist 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 you talk about, both while you are at sessions and when you are not.

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 will involve an evaluation of your needs. By the end of the evaluation, your therapist should be able to offer you some first impressions of what your therapy 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 with your therapist. Therapy can involve a large commitment of time, money, and energy, so you should use careful judgment about the therapist you select. If you have questions about the therapy procedures, discuss them with your therapist whenever they arise. If your doubts persist, we will be happy to assist you to secure an appropriate consultation with another mental health professional for a second opinion.

APPOINTMENTS

Appointments are often scheduled for 45- or 60- minute sessions on a once per week basis. However, ongoing therapy is a negotiated process between you and the therapist, and frequency of sessions is partially the decision of the client. Both you and your therapist should periodically evaluate and discuss the progress and the process of therapy, and renegotiate the need and frequency of further appointments. You have the right to terminate therapy at any time. A termination session may be suggested in order to discuss progress made or areas of concern, and to allow the therapist to make any recommendations deemed necessary.

There will be no digital or other recording of treatment sessions, without the express consent of all parties present.

LENGTH OF TREATMENT

For many problems, short-term treatment (between one and twelve sessions) is possible. This is particularly the case when one basic problem is identified and is the focus of treatment. When there are several concerns, or when the issues have lasted over a long period of time or over a variety of life areas, a longer term treatment is likely. It may be possible for your therapist to estimate duration or treatment after initial assessment procedures are completed.

CLIENT RIGHTS AND PARTICIPATION IN THE TREATMENT PLANNING PROCESS

It is our expectation that you and your therapist will participate as equal and active contributors to your treatment. At all times, you have the right to a full explanation from your therapist about the following aspects of treatment:

- 1) Methods and techniques used or proposed in your treatment
- 2) Known or predictable consequences of refusing the suggested treatment
- 3) Known or predictable side effects from the proposed treatment
- 4) Reasonable expectations for the duration and outcome of treatment
- 5) The training and qualifications of your therapist

Always remain aware that you are expected to actively participate in decision making about your treatment. You have the right to refuse or terminate any treatment for any reason at any time. You also have the right to seek additional clinical opinion from other providers, at your own expense.

CONFLICTS

If at any time you are displeased with your services, it is important that you talk it over with us. Some clients do this in writing if they feel unable or afraid to do so verbally. You do have the right to change therapists. We will make every attempt to respond to your concerns or resolve any conflicts. If you need help finding other

psychological care, we will do our best to help you find someone. Please try to resolve conflicts with us **before** contacting another mental health service provider; mental health professionals consensually agree that involvement with more than one therapist **at one time** may be harmful for clients, and is unethical for therapists. However, the foregoing circumstances do not in any way detract from your right to refuse treatment, or to seek second opinions from other professionals.

PSYCHOLOGICAL TESTING

Your therapist may suggest psychological testing as a brief and efficient method of gaining information about important aspects of your personality and/or current psychological status. Fees for psychological assessment are based upon the number and nature of tests given. If your therapist recommends testing, they will discuss the fees at the time testing is recommended. Your therapist will discuss the results with you after testing is completed.

CONTACTING YOUR THERAPIST

The best way to contact us is to leave a message using our voicemail system. To contact our clerical staff, call 454-0092 and dial "0" at the prompt between 9:00 and 5:00 on weekdays. To leave a message for your therapist, call 454-0092 and then dial your therapist's extension. Your therapist's name is _____ and their extension is _____. When trying to reach us, please leave your name and one or more numbers and times when we can return your call. Also, leave the name of the specific person you want the message to go to. We will attempt to get back with you as soon as we can after we receive your message. On some occasions, due to your busy schedule and ours, this may be one or two working days. We ask for your understanding in this matter. IF a call is urgent, call our clerical staff and tell them of the urgency of your call; they will then attempt to make immediate contact with your therapist, if at all possible.

EMERGENCIES

We provide services by appointment only. Your therapist may not be available during emergency conditions. On those occasions, or when you need a guaranteed, very rapid, or immediate response to your call, we recommend that you use of the publicly funded Emergency Services, which are staffed on a 24-hour basis:

Call "988" for The Suicide and Crisis Lifeline

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| Good Samaritan Crisis Care | 224-4646 |
| Suicide Prevention Center | 229-7777 |
| Miami County Mental Health Center Hotline | 335-7148 |

If you believe you are imminently in danger of harming yourself or someone else, call the police or a reliable friend to transport you to the nearest hospital Emergency Room for immediate care.

LIMITS ON CONFIDENTIALITY

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 HIPAA. 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:

- We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we will make every effort to avoid revealing the identity of the client. The other professionals are also legally bound to keep the information confidential. Consultations will be noted in your Clinical Record (which is called PHI in our form entitled: Notice of Our Policies and Practices to Protect the Privacy of Your Health Information).
- MBC utilizes many mental health professionals and several administrative staff. In most cases, we 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 not to release any information outside of the practice without the permission of a professional staff member.
- MBC also has contracts with attorneys and other collection specialists. As required by HIPAA, we 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, 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 MBC 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, we 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 us to disclose information.
- If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If a client files a complaint or lawsuit against us, we may disclose relevant information regarding that client in order to defend ourselves.
- If a client files a worker's compensation claim, the client must execute a release so that we may release the information, records or reports relevant to the claim.
- If a court of law issues a subpoena or court order, we may, despite efforts to claim Privilege, be ordered by the court to provide the information specified by the court order.

There are some situations in which therapists are legally obligated to take actions, which are necessary to attempt to protect others from harm and may require revealing some information about a client's treatment.

These situations are unusual in our practice, but do occur.

- If a therapist knows or has 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 filing a report with the appropriate government agency, usually the Public Children Services Agency. Once such a report is filed, MBC may be required to provide additional information.

- If a therapist has reasonable cause to believe that an adult over age 59 and living independently and who is physically or mentally impaired is being abused, neglected, or exploited, or is in a condition which is the result of abuse, neglect, or exploitation, the law requires reporting such belief to the county Department of Job and Family Services. Once such a report is filed, MBC may be required to provide additional information.
- If a therapist knows or has reasonable cause to believe that a client has been the victim of domestic violence, they must note that knowledge or belief and the basis for it in the client's records.
- If a therapist believes that a client presents a clear and substantial risk of imminent serious harm to him/herself or someone else and believes that disclosure of certain information may serve to protect that individual, then they must disclose that information to appropriate public authorities, and/or the potential victim, and/or professional workers, and/or the family of the client.
- Counselors and Social Workers are required to report to police if they know that a felony has been or is about to be committed. (This is not required of Psychologists)

If such a situation arises, your therapist will make every effort to fully discuss it with you before taking any action and will limit 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 therapist. The laws governing confidentiality can be quite complex. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, MBC may keep Protected Health Information (PHI) about you in two sets of professional records. One set constitutes your Clinical Record. 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 goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that we 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 and/or upsetting to untrained readers. For this reason, it is recommended that you initially review them in the presence of your therapist, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, we charge a copying fee of \$3.11 per page for the first ten pages, 65 cents per page for pages 11 through 50, and 26 cents per page for pages in excess of fifty, plus \$19.17 fee for records search, plus postage. If we refuse your request for access to your Clinical Record, you have a right to review, which your therapist or a representative of the practice will discuss with you upon request.

In addition, MBC therapists may also keep a set of Psychotherapy Notes. These Notes are for the therapist's own 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 during sessions, your therapist's analysis of those conversations, and how they impact on your therapy. They may also contain particularly sensitive information that you may reveal to your therapist 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 signed, 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 your therapist determines that such disclosure would have an adverse effect on you.

MBC is required by federal law to regularly monitor providers' accurate completion of therapy billing and charting, to comply with Medicare laws and supervision laws. Clinical/Medical records may be reviewed by insurance companies and internal compliance officers, in accordance with HIPAA law. The Privacy Rule allows covered health care providers to share protected health information for treatment purposes without patient authorization, as long as they use reasonable safeguards when doing so. These treatment communications may occur orally or in writing by phone, fax, e-mail, or otherwise.

CLIENT RIGHTS

HIPAA 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 therapist 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 the policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and Midwest's privacy policies and procedures. Your therapist or a representative of the practice will be happy to discuss any of these rights with you.

MINORS & PARENTS

Clients 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 the therapist decides that such access would injure the child or the parents and the therapist 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 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 a common therapist practice to request an agreement between the client and his/her parents allowing the therapist to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions, as well as a verbal summary of their child's treatment when it is complete. Your child's therapist will discuss such an arrangement with you personally in the event that they wish for the therapy to proceed in this manner.

Under Ohio law, a non-residential parent is entitled to the same access as a residential parent to the child's records, including psychotherapy records; this is true unless the court has determined by way of a court order that it is not in the best interest of the child for the non-residential parent to have access to that information.

PROFESSIONAL FEES

The fee for a 45 minute diagnostic session (your first appointment) is \$150.00. All subsequent services are billed at \$100.00 per 45 minute session or 45 minutes of service, or \$130.00 for 1 hour of service. Services for which clients are billed at this usual rate include psychotherapy; administering, scoring, interpreting and report writing for psychological tests; letters; consultations; travel time for out of the office services; telephone counseling and lengthy telephone calls (generally calls that last more than 5-10 minutes, to be billed at the discretion of the therapists); and other services of a professional nature. Correspondence, psychological testing, report writing, forensic services, and travel must be paid for in advance of the service. Group therapy will be billed at a rate to be determined by the nature of the group and the length of the group sessions, but group fees are always less than the \$100.00 per 45 minute rate. Mediation services are \$150.00 per hour, and must be reserved prepaid in blocks of 3 hours or greater.

Payment is due at the time of service. Other financial arrangements can sometimes be negotiated at the client's request, which should be done at the initial session. **For clients who have insurance co-payments: In some cases, you may be able to pay only your co-payment at the time of service. If this is the case, be certain to pay the co-payment at the time of the session. You may be assessed a \$5.00 rebilling fee for each session at which you fail to pay your co-payment.**

At your request and for a \$5.00 fee, our billing staff can provide a monthly statement showing the activity on your account for that month. We will also bill your primary insurance company on approximately a bi-weekly basis. However, if the insurance billing becomes very time consuming (i.e. if your insurance company makes extraordinary demands for information) we reserve the right to bill you an additional charge for that time. We do not take any responsibility for interacting with secondary insurance companies. If you have more than one insurance, we will bill the first insurance company, but not the second. If you wish to file for secondary insurance benefits yourself, MBC will prepare insurance billing forms for you to submit for a fee of \$5.00 per form at your request.

When your account is in arrears, you will be billed for the amounts you owe by our clerical staff. If you do not pay this bill promptly, future bills for the same outstanding fees will be sent. A rebilling fee of \$10.00 will be assessed for each bill after the first. **Please pay your fees consistently and on time.**

If your account is in arrears, interest at a rate of 2% per month may be added to your balance. This may continue for each month that payment is in arrears. There will be a \$30.00 charge for returned checks.

If you fail or refuse to make payment, as agreed or negotiated, we reserve the right to obtain the services of a collection agency or attorney. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information released regarding a client's treatment is his/her name, the nature of services provided, and the amount due. **Please note: You are responsible for all collection expenses and attorney fees required as a result of non-payment of your full account balance.** This can include late fees, interest, attorney fees, court fees, and garnishment fees, if applicable.

We reserve the right to discharge clients for repeated or prolonged failure to pay for services.

COURT APPEARANCES

If you become involved in legal proceedings that require the participation of your therapist, you will be expected to pay for all of their professional time, including preparation and transportation time and costs, even if the therapist is called to testify by another party. There is a minimum fee of 3 hours of time at the rate of \$200.00 per hour for court appearances, \$250.00 per hour for out-of-county appearances. **This minimum charge must be paid in advance of the scheduled court appearance.** If full payment has not been received prior to 48 hours before the court hearing, your therapist may refuse to appear. **Should the court date be canceled, the fee is non-refundable.** If the court proceedings are rescheduled, the same payment requirement will apply. If the time involved exceeds 3 hours, you will be billed for each additional hour at \$200.00 per hour (\$250.00 per hour if out of county). Court, Preparation, and Travel Time are each billed at this fee. Depositions will be billed at the same rates and requirements.

CANCELLATIONS AND MISSED APPOINTMENTS

When you schedule an appointment with a therapist, that therapist reserves the appointed time for you. We therefore consider appointments to be an important commitment on the part of both the client and the therapist. If you find it unavoidable to cancel a scheduled appointment, we ask that you do so as soon as you become aware that you will not be able to attend. Except in an emergency, or in case of severe illness, missed appointments will be billed at the usual rate (\$100.00 for most sessions, \$150.00 for intake sessions). **Insurance companies do not reimburse for late cancellations or missed appointments. You will be expected to pay in full for the missed session at the time of the next appointment.**

If you are late for a scheduled appointment, our policy is that the therapist will wait for 20 minutes. If you are not in attendance by then, your therapist may not be able to see you and you will need to reschedule. You will be billed for the session fee (again, typically \$100.00).

In the event that you arrive for your appointment intoxicated or under the influence of illegal drugs, your therapist may refuse to see you at that time. However, you will be billed for that session. The judgment of whether you are intoxicated/under the influence is at the discretion of the therapist.

INSURANCE REIMBURSEMENT

It is your responsibility to investigate your insurance coverage before entering into a treatment contract with us. You are responsible for all charges incurred, regardless of the amount paid by your insurance company, unless other arrangements have been made between our organization and your insurance company or managed care organization. It is also important for you to know that insurance companies do not pay for telephone consultations, consultations with school personnel and other professionals, court appearances, written reports or correspondence, missed appointments, and some other services. Sometimes insurance will not pay for services if the condition being treated has been treated in the past. Finally, some insurance companies do not cover psychological/mental health services at all.

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 authorizations 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 sometimes be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end.

You should also be aware that your contract with your health insurance company requires that professionals provide it with information relevant to the services that are provided 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 client record. In such situations, MBC 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, MBC has 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. MBC will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that MBC can provide requested information to your carrier.

Once you have all of the information about your insurance coverage, you can discuss with your therapist what can be expected to be accomplished 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 all services yourself to avoid the problems described above** (unless prohibited by contract).

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 HIPAA NOTICE FORM DESCRIBED ABOVE.

I _____ have read and understand the above information and policies and agree to abide by those policies. Specifically, I will pay \$_____ at each session. Insurance forms to primary insurance company will be submitted by MBC. I authorize the staff at MBC to release any information necessary for third-party claim submissions and/or payment for services. Any exceptions to this agreement are noted below. This agreement will remain in effect until renegotiated in writing between me and MBC.

IF YOU HAVE ANY QUESTIONS ABOUT OUR PRIVACY, PROFESSIONAL, OR FINANCIAL POLICIES, PLEASE ASK US ABOUT THEM BEFORE SIGNING BELOW. PLEASE SIGN TWO COPIES. RETURN ONE COPY TO THE OFFICE AND RETAIN ONE COPY FOR YOUR OWN INFORMATION. THANK YOU.

Signature of client and/or Responsible Party
(parent or guardian if a minor)

Date

Signature of spouse and/or Co-responsible Party

Date