



Midwest Behavioral Care, Ltd.

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

INFORMED CONSENT FOR IN-PERSON SERVICES DURING COVID-19 PUBLIC HEALTH CRISIS

This document contains important information about our decision (yours and mine) to resume in-person services in light of the COVID-19 public health crisis. Please read this carefully and let me know if you have any questions. When you sign this document, it will be an official agreement between us.

Decision to Meet Face-to-Face

We have agreed to meet in person for some or all future sessions. If there is a resurgence of the pandemic or if other health concerns arise, however, I may require that we meet via telehealth. If you have concerns about meeting through telehealth, we will talk about it first and try to address any issues. You understand that, if I believe it is necessary, I may determine that we return to telehealth for everyone's well-being.

If you decide at any time that you would feel safer staying with, or returning to, telehealth services, I will respect that decision, as long as it is feasible and clinically appropriate. Reimbursement for telehealth services, however, is also determined by the insurance companies and applicable law, so that is an issue we may also need to discuss.

Risks of Opting for In-Person Services

You understand that by coming to the office, you are assuming the risk of exposure to the coronavirus (or other public health risk). This risk may increase if you travel by public transportation, cab, or ridesharing service.

Your Responsibility to Minimize Your Exposure

To obtain services in person, you agree to take certain precautions which will help keep everyone (you, me, and our families, my other staff and other patients) safer from exposure, sickness and possible death. If you do not adhere to these safeguards, it may result in our starting / returning to a telehealth arrangement. Initial each to indicate that you understand and agree to these actions:

- You will only keep your in-person appointment if you are symptom free. ____
- You will take your temperature before coming to each appointment. If it is elevated (100 Fahrenheit or more), or if you have other symptoms of the coronavirus, you agree to cancel the appointment or proceed using telehealth. If you wish to cancel for this reason, I won't charge you our normal cancellation fee. ____
- You will wait in your car or outside [or in a designated safer waiting area] until no earlier than 5 minutes before our appointment time. ____

- You will wash your hands or use alcohol-based hand sanitizer when you enter the building. ____
- You will adhere to the safe distancing precautions we have set up in the waiting room and testing/therapy room. For example, you won't move chairs or sit where we have signs asking you not to sit. ____
- You will wear a mask in all areas of the office (I and my staff will too). ____
- You will keep a distance of 6 feet and there will be no physical contact (e.g. no shaking hands) with me or staff. ____
- You will try not to touch your face or eyes with your hands. If you do, you will immediately wash or sanitize your hands. ____
- If you are bringing your child, you will make sure that your child follows all of these sanitation and distancing protocols. ____
- You will take steps between appointments to minimize your exposure to COVID. ____
- If you have a job that exposes you to other people who are infected, you will immediately let me and my staff know. ____
- If your commute or other responsibilities or activities put you in close contact with others (beyond your family), you will let me [and my staff] know. ____
- If a resident of your home tests positive for the infection, you will immediately let me and my staff know and we will then begin or resume treatment via telehealth. ____

I may change the above precautions if additional local, state or federal orders or guidelines are published. If that happens, we will talk about any necessary changes.

My Commitment to Minimize Exposure

My practice has taken steps to reduce the risk of spreading the coronavirus within the office and we have posted our efforts on our website and in the office. Please let me know if you have questions about these efforts.

If You or I Are Sick

You understand that I am committed to keeping you, me, my staff and all of our families safe from the spread of this virus. If you show up for an appointment and I or my office staff believe that you have a fever or other symptoms, or believe you have been exposed, I will have to require you to leave the office immediately. We can follow up with services by telehealth as appropriate.

If I or my staff test positive for the coronavirus, I will notify you so that you can take appropriate precautions.

Your Confidentiality in the Case of Infection

If you have tested positive for the coronavirus, I may be required to notify local health authorities that you have been in the office. If I have to report this, I will only provide the minimum information necessary for their data collection and will not go into any

details about the reason(s) for our visits. By signing this form, you are agreeing that I may do so without an additional signed release.

Informed Consent

This agreement supplements the general informed consent/business agreement that we agreed to at the start of our work together.

Your signature below shows that you agree to these terms and conditions.

Patient/Client Signature

Date

Clinician Signature

Date

TO CONTACT US:

Your therapist is: _____

Extension #: _____

CRISIS OR EMERGENCY SITUATIONS:

When emergency circumstances occur, we recommend that you use one of the publicly funded Emergency Services, which are staffed on a 24 hour basis; or go to your nearest hospital emergency room.

CRISIS & EMERGENCY NUMBERS

Good Samaritan Crisis Care	224-4646
Suicide Prevention Center	229-7777
Miami Co. Mental Health Center	335-7148

MIDWEST BEHAVIORAL CARE, LTD.

(937) 454-0092

Dayton North
3821 Little York Road
Dayton, OH 45414

Dayton South
28 East Rahn Road
Suites 105, 107, 110
Kettering, OH 45429

Welcome to Midwest Behavioral Care

Midwest Behavioral Care is a multi-disciplinary group mental health practice with offices located throughout western Ohio. We provide clinical and educational, and mediation services for individuals, families, and businesses of all sizes.

MBC is owned by two licensed psychologists: Stephen W. Pearce, Psy.D. and Debra K. Sowald, Psy.D.,LPCC. Other professionals include independently licensed psychologists, clinical social workers, and counselors possessing skills to meet the varied needs of our clients.

It is MBC's goal to provide you with the best service possible. Ask your therapist any questions you may have regarding your treatment. If you have any questions regarding insurance, billing, or authorization, please call the Administrative Office for assistance.

Financial Policy:

In order to keep your cost of healthcare services to an absolute minimum, we have adopted the following policy:

- Midwest Behavioral Care will bill for professional services based upon the amount of professional time utilized by the delivered service. Fees are based on the length of sessions. A standard session time is 50 minutes, allowing 10 minutes for required documentation.
- It is your responsibility to inform Midwest Behavioral Care of your primary insurance coverage. If your coverage changes, it is your responsibility to report this.
- The responsibility for payment for all services is yours, regardless of whether or not you have health insurance. All fees not reimbursed by insurance will be billed to you. Co-payments are to be given to your therapist at the time of your session. Each session will be charged a separate co-payment fee, even if multiple sessions occur on the same day.
- A \$5.00 fee will be added to your account if billing is required to collect a co-payment due.
- If your insurance policy has a deductible feature, it is your responsibility to pay the full fee of the session if a claim is denied because your deductible is due.
- If you have secondary insurance, it will be your responsibility to collect from this insurance company. MBC does not consider secondary insurance a responsible party for payment of services.
- If you are not covered by insurance, you are required to pay the full professional fee at the beginning of your appointment.

Call Midwest Behavioral Care's office (454-0092) at least 24 hours prior to cancelling or rescheduling your appointment. If you do not notify MBC, you will be charged the full session fee for each missed appointment

Midwest Behavioral Care, Ltd.

Administrative Office: 3821 Little York Road
Dayton, Ohio 45414
Phone: (937) 454-0092
Fax: (937) 264-1101

CLIENT INFORMATION AND TREATMENT AGREEMENT

Welcome to Midwest Behavioral Care, Ltd., 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 I 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 I obtain your signature acknowledging that I 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 me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the 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 50-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 re-negotiate 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.

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 of 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 within our organization. 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 to 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; or, to facilitate the process of psychotherapy supervision. Fees for psychological assessment are based upon the number and nature of tests given. If your therapist recommends testing, s/he 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 voice mail system. Call 454-0092, and, at the prompt, dial your therapist's extension. Your therapist 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. When the call is urgent, please tell our clerical staff of the urgency of your call; they will then attempt to make immediate contact with us, if at all possible.

EMERGENCIES

We provide services by appointment. Your therapist may not always be available during emergency conditions. On those occasions; or when you have left a message with us and have received no response in a reasonable time; or when you need a guaranteed, very rapid, or immediate response to your call, we recommend that you use one of the publicly funded Emergency Services, which are staffed on a 24-hour basis:

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).
- Midwest Behavioral Care, Ltd. 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.
- Midwest Behavioral Care, Ltd. also has contracts with attorneys and other collection specialists. As required by HIPAA, I 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, I 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 Midwest Behavioral Care, Ltd. 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 me 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, therapists 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, Midwest Behavioral Care, Ltd. may be required to provide additional information.
- If a therapist has 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, the law requires reporting such belief to the county Department of Job and Family Services. Once such a report is filed, Midwest Behavioral Care, Ltd. 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, s/he 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 s/he 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.

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, Midwest Behavioral Care, Ltd. keeps 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 \$1 per page for the first ten pages, 50 cents per page for pages 11 through 50, and 20 cents per page for pages in excess of fifty, plus \$15 fee for records search, plus postage. If we refuse your request for access to your Clinical Record, you have a right of review, which your therapist or a representative of the practice will discuss with you upon request.

In addition, Midwest Behavioral Care, Ltd. therapists 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.

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 s/he wishes 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 50-minute diagnostic session (your first appointment) is \$150.00. All subsequent services are billed at \$120.00 per 50-minute session or 50 minutes 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 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 \$120.00-per-50-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 re-billing fee for each session you fail to pay your co-payment.**

At your request, 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, Midwest Behavioral Care, Ltd. 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 re-billing 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 his/her 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 \$150.00 per hour for court appearances, \$175.00 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 re-scheduled, the same payment requirement will apply. If the time involved exceeds 3 hours, you will be billed for each additional hour at \$150.00 per hour (\$175.00 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 (\$120.00 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 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 20 minutes. If you are not in attendance by then, your therapist may not be able to see you and you will need to re-schedule. You will be billed for the session fee (again, typically \$120.00).

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.

Midwest Behavioral Care only provides Medicaid services in instances where it has been verified that Anthem/Magellan is the carrier responsible for reimbursement for services. If you have Medicaid and request services from us, and follow through with appointments, without letting us know in writing that you expect Medicaid to pay, you will be held fully responsible for payment.

Name _____ or Client ID # _____ 8

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 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 are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire clinical Client record. In such situations, Midwest 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, Midwest Behavioral Care, Ltd. 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. Midwest Behavioral Care, Ltd. will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that Midwest Behavioral Care, Ltd. 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 Midwest Behavioral Care, Ltd.. I authorize the staff at Midwest Behavioral Care, Ltd. 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 re-negotiated in writing between me and Midwest Behavioral Care, Ltd.

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

Midwest Behavioral Care, Ltd.

Administrative Office

Administrative Office: 3821 Little York Road
 Dayton, Ohio 45414
 Phone: (937) 454-0092
 Fax: (937) 264-1101

CLIENT IDENTIFICATION FORM

Name		
Address		
City	State	Zip Code
Home phone	Is it ok to leave a message at the above number(s)? Y N If no, please let us know which number(s) are not okay.	
Cell phone		
Work phone		
Date of Birth	Social Security number	
Sex	Driver's License number	Marital Status
Employer	Employer address	
Physician's name	Physician's address	
In case of emergency, whom may we contact not living with you		
Address	Home phone	Work phone
Have you been seen at Midwest Behavioral Care previously?		

PERSON RESPONSIBLE FOR PAYMENT

Full legal name <i>(first)</i>	<i>(middle)</i>	<i>(last)</i>
Address		
City	State	Zip Code
Alternative mailing address		
City	State	Zip Code
Home phone	Work phone	Extension
Alternative phone number you can be reached at		
Social Security number	Driver's License number	
Employer	Employer address	

INSURANCE

Insured's name		
Address		
City	State	Zip Code
Home phone	Work phone	Extension
Date of Birth	Social Security number	Sex
Relationship to Patient		
Employer		

INFORMATION ABOUT INSURANCE COMPANY

Insurance Company		
Claims Address		
City	State	Zip Code
Mental Health Member Services Phone Number		
Policy ID#	Group #	Co-payment (\$ or %)

Therapist Use Only. Do Not Complete.

Therapist _____	Diagnosis Code _____	Office Location _____
CPT-IV Code _____	Referred by _____	

Midwest Behavioral Care, Ltd.

Administrative Office 3821 Little York Road, Dayton, OH 45414

AUTHORIZATION TO RELEASE PHI FROM MBC FOR INSURANCE BILLING

Client Name _____ S.S. # _____ Birth Date _____

- | | |
|--|--|
| <input checked="" type="checkbox"/> Assessment and Diagnostic Impression | <input checked="" type="checkbox"/> Treatment Plan and/or Outcome |
| <input checked="" type="checkbox"/> Medications Used and Response to the Medication | <input checked="" type="checkbox"/> Treatment Plan and/or Outcome |
| <input checked="" type="checkbox"/> Assessment of Client's Substance Use/Abuse and Stage of Recovery | <input checked="" type="checkbox"/> Client Identifying Information |
| <input checked="" type="checkbox"/> Recommendations for Follow-Up | <input checked="" type="checkbox"/> Indicators of Progress |
| <input checked="" type="checkbox"/> Psychosocial History | <input checked="" type="checkbox"/> Psychological Evaluation |
| <input checked="" type="checkbox"/> Admission Summary | <input checked="" type="checkbox"/> Discharge Summary |
| _____ Other _____ | |

This information should only be released to the Following Insurers and/or their Designees:

I am permitting Midwest to release this information for the purpose of utilizing my medical benefits to help with payment on my account for professional services rendered by the professional staff of Midwest Behavioral Care, Ltd.

This authorization shall remain in effect until all claims have been settled.

You have the right to revoke this authorization, in writing, at any time by sending such written notification to the above office address. However, your revocation will not be effective to the extent that Midwest has taken action in reliance on the authorization or if this authorization was obtained as a condition of obtaining insurance coverage and the insurer has a legal right to contest a claim. Also, revocation of this consent will render the signee and/or guardians responsible for payment in full on this account.

I understand that Midwest generally may not conditional psychological services upon my signing an authorization unless the psychological services are provided to me for the purpose of creating health information for a third party.

I understand that information used or disclosed pursuant to the authorization may be subject to redisclosure by the recipient of your information and no longer protected by the HIPAA Privacy Rule.

I release Midwest Behavioral Care, Ltd. and its personnel from any legal liability resulting from the release of this information with the understanding that Midwest Behavioral Care, Ltd. personnel will exercise reasonable professional safeguards regarding this information.

I have read and understand this document.

Signed this _____ day of _____, 20_____.

Signature of Client(s) _____

Signature of Parent or Guardian, if applicable _____

Signature of Witness _____

A TRUE PHOTOCOPY HEREOF MAY BE CONSIDERED AS AN ORIGINAL.

Authorization to Disclose Protected Health Information Primary Care Physician

Communication between behavioral health providers and your primary care physician (PCP) is important to ensure that you receive comprehensive and quality health care. This form will allow your Behavioral Health Provider to share protected health information (PHI) with your Primary Care Physician (PCP). This information will not be released without your signed authorization. This PHI may include diagnosis, treatment plans, progress, and medication if necessary.

I, _____, _____, _____ / _____ / _____,
(Patient Name-Please Print) (Patient Identification Number) (Patient Date of Birth –MM/DD/YYYY)

authorize _____, to release protected health information related to my evaluation and treatment to:
(Provider Name- Please Print)

PCP Name: _____ PCP Phone: _____

PCP Address: _____
(Street) (City) (State) (Zip Code)

Information to be completed by Behavioral Health Provider

I saw _____ on _____ for _____
(Patient Name – Please Print) (Date) (Reason / Diagnosis)

Summary: _____

Treatment recommendations: _____

If you have any questions or would like to discuss this case in greater detail, please call me at: _____
(Phone Number)

(Provider Signature) (Provider Printed Name) (Licensure)

Patient Rights

You can end this authorization (permission to use or disclose information) any time by contacting:

(937) 454-0092

If you make a request to end this authorization, it will not include information that has already been used or disclosed based on your previous permission. For more information about this and other rights, please see the applicable Notice of Privacy Practices.

You cannot be required to sign this form as a condition of treatment, payment, enrollment, or eligibility for benefits.

Information that is disclosed as a result of this Authorization Form may be re-disclosed by the recipient and no longer protected by law.

You do not have to agree to this request to use or disclose your information.

Patient Authorization

The undersigned understand that I may revoke this consent at any time except to the extent that action has been taken in reliance upon it and that in any event this consent shall expire six (6) months from the date of signature, unless another date is specified. I have read and understand the above information and give my authorization:

PATIENT PLEASE CHECK ONE

_____ To release any applicable mental health / substance abuse information to my primary care physician

_____ I **DO NOT** give my authorization to release any information to my primary care physician

(Patient Signature) (Date) (Signature of Patient's Authorized Representative) (Date)

Signed by Authorized Representative, describe relationship to patient: _____

PROVIDER: PLEASE SEND A COPY OF THIS SIGNED FORM TO THE PRIMARY CARE PHYSICIAN AND KEEP THE ORIGINAL IN THE TREATMENT RECORD

NOTICE TO RECIPIENT OF INFORMATION

Information has been disclosed to you from records the confidentiality of which may be protected by federal and/or state law. If the records are protected under the federal regulations on the confidentiality of alcohol and drug abuse records (42 CFR Part 2), you are prohibited from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains, or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

Client ID # _____

Contract Number:
Patient:
Claim Number:
Date of Service:

Dear:

Before we can process your claim, we need to know if you, your spouse or your dependents are currently covered by another health insurance company. Therefore, complete the form below and return this letter to us in the enclosed envelope **within 14 days to avoid unnecessary denial of this claim**. To protect your privacy and properly update your membership file, we regret that we cannot accept this information by phone. Thank you

1. Do you or any member of your family have health care insurance with another company?

_____ Yes – Family coverage _____ Yes – Single coverage _____ No
Spouse's birthdate _____

2. If spouse's coverage has terminated, please provide cancellation date. _____

3. Do you or any member of your family have Medicare Part A coverage? _____ Yes _____ No
Medicare part B coverage? _____ Yes _____ No

4. Is the patient a dependent child whose natural parents are divorced or separated? _____ Yes _____ No
If "Yes", give the name of the parent ordered by the court to maintain health care as "Name of Insured" in the section below and attach a copy of the court order.

If you answered "Yes" to any of these questions, please fill out the following regarding the other insurance:

Name of Insured _____ Birthdate _____ Social Security Number _____
Employer, Union or Sponsoring Organization of Insured _____
Effective Date _____ Cancelled Date _____ Employment Status _____ Active _____ Retired
Employer's Street Address _____
Employer's City, State, Zip Code _____
Insurance Company Name _____ Policy Number _____
Insurance Company's Street Address _____
Insurance Company's City, State, Zip Code _____
Insurance Company's Phone Number _____

I hereby certify the above statements are true and correct to the best of my knowledge, and authorize any insurance company, employer, or hospital to release all information with respect to myself and any of my dependents which may affect the benefits under this or any other plan providing benefits or services.

Your Signature

Date

Midwest Behavioral Care, Ltd.

Administrative Office

Administrative Office: 3821 Little York Road

Dayton, Ohio 45414

Phone: (937) 454-0092

Fax: (937) 264-1101

ADULT HISTORY FORM

Client Name: _____ Date of Birth _____ Age: _____

Address: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Insurance ID#: _____ Date _____

Purpose of this form: The purpose of this questionnaire is to obtain a comprehensive picture of your background along with current strengths and difficulties. Completing these questions as fully and accurately as possible will be of help to you and to your therapist in providing services to you.

This information is considered confidential and will be treated as outlined in the **Client Information and Policy Statement**.

If you do not want to answer any of the items, write: "Do not want to answer."

Referral Data

How did you find out about our practice? _____

By whom were you referred? _____

May we inform him/her that you have initiated psychotherapy? _____

List of Current Symptoms: (Please check all that apply. Those not checked will be assumed absent.)

- | | | |
|--|--|---|
| <input type="checkbox"/> Depressed Mood | <input type="checkbox"/> Hyperactivity | <input type="checkbox"/> Emotional/Physical/Sexual Trauma Victim |
| <input type="checkbox"/> Decreased Energy | <input type="checkbox"/> Disruption of Thought Process/Content | <input type="checkbox"/> Emotional/Physical/Sexual Trauma Perpetrator |
| <input type="checkbox"/> Grief | <input type="checkbox"/> Delusions | <input type="checkbox"/> Substance Use (check one) |
| <input type="checkbox"/> Hopelessness | <input type="checkbox"/> Hallucinations | <input type="checkbox"/> Active Substance Abuse |
| <input type="checkbox"/> Feelings of Worthlessness | <input type="checkbox"/> Paranoia | <input type="checkbox"/> Early Full Remission |
| <input type="checkbox"/> Guilt | <input type="checkbox"/> Dissociative States | <input type="checkbox"/> Early Partial Remission |
| <input type="checkbox"/> Nervousness/Anxiety | <input type="checkbox"/> Oppositional | <input type="checkbox"/> Sustained Partial Remission |
| <input type="checkbox"/> Panic Attacks | <input type="checkbox"/> Somatic Complaints | <input type="checkbox"/> Other (specify): _____ |
| <input type="checkbox"/> Obsessions/Compulsions | <input type="checkbox"/> Medical Illness | <input type="checkbox"/> Other (specify): _____ |
| <input type="checkbox"/> Elevated Mood | <input type="checkbox"/> Impulsivity | |
| <input type="checkbox"/> Irritability | | |

Symptoms have been present for:

Less than 1 month 1 to 6 month 7 to 12 months 1 to 3 years More than 3 years

Current Impairment:**Impairment Level** (circle level)

Categories	No Impairment	Mild Impairment	Moderate Impairment	Marked Impairment	Extreme Impairment
Marriage/Relationship/Family	1	2	3	4	5
Job/School/Performance	1	2	3	4	5
Friendship/Peer Relationships	1	2	3	4	5
Financial Situation	1	2	3	4	5
Hobbies/Interests/Play Activities	1	2	3	4	5
Physical Health	1	2	3	4	5
Legal Status (Arrest, Probation)	1	2	3	4	5
Activities of Daily Living (personal hygiene, bathing, etc.)	1	2	3	4	5
Eating Habits	1	2	3	4	5
Sleeping Habits	1	2	3	4	5
Sexual Functioning	1	2	3	4	5
Ability to Concentrate	1	2	3	4	5
Ability to Control His/Her Temper	1	2	3	4	5

Risk Assessment: (underline all that apply)

Suicidality	Not Present	Ideation	Plan	Means	Prior Attempt
Homicidality	Not Present	Ideation	Plan	Means	Prior Attempt

Problem Description

In your own words, what are the difficulties you are currently experiencing?

When did these difficulties first begin? _____
 Was there some specific incident or event which seemed to cause these difficulties to begin?
 _____ If so, what? _____

What have you done on your own to attempt to resolve these concerns? _____

How have these solutions worked? _____

Have you contacted other professionals for help with these concerns? _____
 If so, whom? _____
 When? _____ For how long? _____
 What aspects of this were most helpful? _____
 Least? _____

Family History

By whom were you raised?(If several sets of circumstances, list all, and your ages for each.) _____

Where did you grow up? _____ Was this urban, rural, small town, etc.? _____

Parents' education (highest grade completed). Mother _____ Father _____

Parents' occupation (Pre-retirement). Mother _____ Father _____

Parents' religious affiliation. _____ Yours _____

Please list all brothers and sisters including first names and their ages, from oldest to youngest, and including yourself in the appropriate position. _____

Check below if any of the following have happened to you? If yes, indicate the age(s) at which they took place on the lines to the left of the event:

- ___ Death of Mother _____
- ___ Death of Father _____
- ___ Death of Sibling (Sex?) _____
- ___ Separation of Parents _____
- ___ Desertion by Mother _____
- ___ Desertion by Father _____
- ___ Parent(s) alcoholic/addicts _____
- ___ Long-term illness in family _____
- ___ Parental Divorce _____
- ___ Physical Abuse (by whom?) _____
- ___ Serious illness (self) _____
- ___ Mental illness in family _____
- ___ Sexual Abuse (by whom?) _____
- ___ Adopted _____

Use this space if you want to explain more about any of these:

Describe your mother's personality and her attitude toward you, past and present.

Describe your father's personality and his attitude toward you, past and present.

Describe what your home life was like as you were growing up.

Current Family/Significant Others

Marital status (please circle all applicable): Single Engaged
Married Separated Divorced Widowed Co-habiting

List those living with you, their ages, and relationship to you:

How many times have you been married? _____

Give dates of your marriages: _____

How did these marriages end, and when? _____

Do you have children not living with you? _____ If so, list them, why they live elsewhere, and the quality of your relationship with them now: _____

Briefly describe the positive qualities of your current marital/romantic relationship:

Briefly describe the negative aspects of the relationship:

If the quality of your sexual relationship(s) is an issue you wish to address in therapy, Please indicate here, and a more thorough history will be taken later:

If the quality of your relationships with children, or parenting issues, are something you wish to address in therapy, please indicate here: _____

How many different people have you dated since the onset of adolescence? _____

Do you think you dated enough before making a commitment to a relationship? _____

Are there other important aspects of your current significant relationships that you would like to add? _____

Social Relationships

How often do you socialize with others? _____

How many friends do you have who you see socially at least once per month? _____

What sorts of activities do you participate in with them? _____

Do you have close friends with whom you can discuss your problems, interests, and concerns? _____ How many? _____

What hobbies or leisure activities do you pursue? _____

What clubs or organizations do you participate in? _____

Medical/Physical Functioning

What is your height? _____ Weight? _____

When was your last physical examination? _____ Were there any abnormal or irregular findings? _____

Who is your family physician? _____

Address: _____

City, State, Zip: _____ Phone _____

Have you ever lost control (e.g. temper, crying, aggression)? If so please explain.

Substance Use and Dependency

How often do you currently use the following substances? (Place a check in the column to indicate current use; if your past use was different, indicate this by writing "past" in the appropriate column next to each substance.)

	Daily	3-5x/week	1-2x/week	2-3/month	1/month	seldom	never
Beer	___	___	___	___	___	___	___
Wine	___	___	___	___	___	___	___
Distilled Alc.	___	___	___	___	___	___	___
Marijuana	___	___	___	___	___	___	___
Cocaine	___	___	___	___	___	___	___
Crack	___	___	___	___	___	___	___
Barbiturates	___	___	___	___	___	___	___
Amphetamines	___	___	___	___	___	___	___
Tranquilizers	___	___	___	___	___	___	___
Analgesics	___	___	___	___	___	___	___
Heroin	___	___	___	___	___	___	___
Tobacco	___	___	___	___	___	___	___
Caffeine	___	___	___	___	___	___	___
Other (List)	___	___	___	___	___	___	___
Other (List)	___	___	___	___	___	___	___

Have you ever had job, relationship, financial, legal, social, or physical problems as a result of your substance use? _____ Describe. _____

Has anyone in your family ever had problems with substance abuse or dependency? _____
 Who, and what substances? _____

Have you or others in your family been involved in treatment for substance use or dependency? Describe. _____

Have you ever been involved with a 12-step group (AA, Al-Anon, etc.)? _____
 Are you now? _____ What group(s)? _____

Behavioral Addictions:

Do you consider yourself to be addicted to activities or behaviors which are not chemical in nature (e.g., food, television, exercise, gambling, sex, etc.)? _____

If so, what? _____

Any prior treatment for these? _____

Twelve-step involvement/what program? _____

Educational/Occupational Functioning:

Current Occupation/vocation _____

Length of time in current vocation _____

Do you consider your vocation fulfilling for you? _____

Are you considering changing jobs or vocations? _____

Have you had any disciplinary actions against you at work? _____

If you could have any job you wanted, what kind of job would you choose? _____

List your highest educational achievement (HS diploma, B.A., 2 years college, etc.) _____

Your grades were: Above average _____ Average _____ Below Average _____

Extracurricular activities you participated in: _____

If you left high school before graduation, note the reason: _____

Did you get a GED? _____

What was your family's income last year? _____ How many people did this income support? _____

MILITARY HISTORY:

If you are a veteran, what did you do in the service? _____
 What was your highest rank? _____ Tell us about any demotions, court martials, etc. _____
 Where were you stationed and when? _____
 Where you ever hospitalized in the service? _____

 For how long? _____
 Do you receive compensation for a service disability? _____
 What kind of discharge did you receive? _____

Legal History:

Have you ever been convicted of a felony? (Give Details) _____

Are you currently on probation or parole? (Give Details) _____

Have you been ordered to receive counseling as a result of your involvement with the legal system? (Explain) _____
 Please list any other individuals or legal agencies with whom you will need for us to confer (to meet conditions of parole, etc.) _____

If you wish for us to be in contact with your attorney, please list data here:
 Attorney's Name and Address: _____
 City, State, Zip: _____ Phone _____

Please list here anything that has not been asked that you believe is important historical or situational information: _____

List the benefits you hope to derive from counseling/therapy. This is very important. Please be specific:

- 1) _____
- 2) _____
- 3) _____

Do you think you would be helped more by:

- A. Directions to change specific behaviors
- B. Talking about your problems individually
- C. Psychological testing
- D. Receiving medicine
- E. Group therapy
- F. Family therapy

ADDITIONAL INFORMATION: Please list all psychologists, physicians, speech therapists, clinic, etc. which you have had contact with. Also please tell us any other significant information about you that we may not have asked about. Write on the back of the sheet if you wish.

Notice of Our 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

Midwest may *use* or *disclose* your *protected health information (PHI)*, for *treatment, payment, and health care operations* purposes 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 your therapist provides, coordinates or manages your health care and other services related to your health care. An example of treatment would occur if your therapist consults with another health care provider, such as your family physician.
 - *Payment* is when Midwest is reimbursed for your healthcare. Examples of disclosures related to payment include, for example, when Midwest discloses your PHI to your health insurer in order to obtain reimbursement for your health care or to determine eligibility or coverage.
 - *Health Care Operations* are activities that relate to the performance and operation of the overall practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- “*Use*” applies only to activities within Midwest’s practice group, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “*Disclosure*” applies to activities outside of Midwest’s practice group, such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

Midwest 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 Midwest is asked for information for purposes outside of treatment, payment and health care operations, we will obtain an authorization from you before releasing this information. We will also need to obtain an authorization before releasing your psychotherapy notes. “*Psychotherapy notes*” are notes that your therapist has made about conversations occurring during a private, group, joint, or family counseling session, which your therapist will have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

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 that (1) Midwest has 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 nor Authorization

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

- **Child Abuse:** If, in a professional capacity, your therapist knows or suspects 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, your therapist is required by law to immediately report that knowledge or suspicion to the Ohio Public Children Services Agency, or a municipal or county peace officer.
- **Adult and Domestic Abuse:** If your therapist has 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, s/he is 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 state law, if the therapist providing treatment is licensed in Ohio as a Psychologist; the psychologist will not release this information without written authorization from you or your persona or legally-appointed representative, or a court order. The foregoing Psychologist/Client Privilege does NOT apply to other non-medical mental health service providers; you should ask the therapist assigned to you about their status in this regard, if court involvement seems likely to occur. Also, privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- **Serious Threat to Health or Safety:** If your therapist believes that you pose a clear and substantial risk of imminent serious harm to yourself or another person, s/he may disclose your relevant confidential information to public authorities, the potential victim, other professionals, and/or your family in order to protect against such harm. If you communicate to your therapist an explicit threat of inflicting imminent and serious physical harm or causing the death of one or more clearly identifiable victims, and s/he believes that you have the intent and ability to carry out the threat, then s/he is required by law 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 victim's parent or guardian if a minor, all of the following information: a) the 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, Midwest may be required to give your mental health information to relevant parties and officials.

IV. Patient's Rights and Stephen W. Pearce, Psy.D., Inc.'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, Midwest. is 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 a mental health professional. Upon your written request, Midwest. will send your bills 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 Midwest’s mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. Your therapist or Midwest’s Director of Clinical Services may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, your therapist 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. Midwest may deny your request. On your request, your therapist will discuss with you the details of the amendment process.
- *Right to an Accounting* – You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, your therapist 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 Midwest upon request, even if you have agreed to receive the notice electronically.

Midwest Behavioral Care’s Duties:

- We are required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.
- We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.
- If we revise our policies and procedures, we will provide notice thereof to all clients who are currently maintaining active accounts with Midwest, via U. S. mail.

V. Complaints

If you are concerned that Midwest has violated your privacy rights, or you disagree with a decision we have made about access to your records, you may contact Phyllis Kuehnl-Walters, Ph.D., our Privacy Officer, at 454-0092, ext. 114.

You may also 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

Midwest reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. We will provide active clients with a revised notice in person or by U.S. mail, within 30 days of the effective date of policy changes.