

Ms. Judith Smithchild
M.Ed., LPCC-s, LICDC-s, NCC,
17 Blue Line Drive Athens, OH 45701

OFFICE POLICIES & GENERAL INFORMATION
AGREEMENT FOR SERVICES (Effective 9-28-16)

This form provides you (patient/s) with information that is additional to that detailed in the Notice of Privacy Practices and it is subject to HIPAA pre-emptive analysis.

CONFIDENTIALITY:

All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (patient's) written permission, except where disclosure is required by law. Most of the provisions explaining when the law requires disclosure were described to you in the Notice of Privacy Practices that you received with this form.

When Disclosure Is Required By Law: Some of the circumstances where disclosure is required by the law are: 1.) where there is a reasonable suspicion of child, dependent or elder, abuse or neglect; and 2.) where a client presents a danger to self, to others, to property, 3.) or is gravely disabled (for more details see also Notice of Privacy Practices form).

When Disclosure May Be Required: Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Ms. Smithchild. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. Ms. Smithchild will use her clinical judgment when revealing such information. Ms. Smithchild will not release records to any outside party unless s/he is authorized to do so by all adult family members who were part of the treatment.

Emergency Disclosure: If there is a mental health emergency during our work together, or in the future after termination, where Ms. Smithchild becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, she may also contact the police, hospital or the person whose name you have provided on the biographical sheet.

Health Insurance & Confidentiality of Records: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you so instruct Ms. Smithchild, only the minimum necessary information (from the contents of the PHI) will be communicated to the carrier. Unless authorized by you explicitly the Psychotherapy Notes will not be disclosed to your insurance carrier. Ms. Smithchild has no control or knowledge over what insurance companies do with the information she submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain health or life insurance. The risk stems from the fact that mental health information is entered into insurance companies' computers and soon will also be reported to the, congress-approved, National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question, as computers are inherently vulnerable to break-ins and unauthorized access. Medical data has been reported to have been sold, stolen, or accessed by enforcement agencies; therefore, you are in a vulnerable position.

Confidentiality of E-mail, Cell Phone and Faxes Communication: It is very important to be aware that e-mail and cell phone (also cordless phones) communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be easily compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Email is not encrypted. Faxes can be sent erroneously to the wrong address. Please notify Ms. Smithchild at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices.

Please do not use e-mail or faxes in emergency situations. Please review My Social Media Policy for more detail about communication by texting, messaging, etc.

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is a **AGREED** that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, State or Federal **DISABILITY CLAIMS**, etc.), neither you (patient) nor your attorney, nor anyone else acting on your behalf will call on Ms. Smithchild to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested. Considering all of the above exclusions, if it is still appropriate, upon your request, Ms. Smithchild will release information to any agency/person you specify unless Ms. Smithchild concludes that releasing such information might be harmful in any way. **INITIALS:** _____

Consultation: Ms. Smithchild consults regularly with other professionals as required by licensure regulations regarding her patients; however, the patient's name or other identifying information is never mentioned. The patient's identity remains completely anonymous, and confidentiality is fully maintained.

Out of session contact: If you need to contact Ms. Smithchild between sessions, please leave a message on the answering machine @ 740 592 5689. Email her at email@jsmithchild.com with non-clinical needs only. Your call/email will be returned as soon as possible. Ms. Smithchild checks her messages/emails a few times a day (but never during the night time), unless she is out of town. Ms. Smithchild checks the messages/emails less frequently on weekends and holidays.

Emergency Mental Health Crisis: If you are in need of immediate, emergency mental health care or in need to talk to someone immediately please go to your local emergency room or call your local law enforcement office (ie, police or sheriff) by dialing 911.

Payments & Insurance Reimbursement: Psychotherapy patients are expected to pay their fee at the time of each session, unless alternate arrangements have been made with Ms. Smithchild. Extended telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed otherwise. Please notify Ms. Smithchild if any problem arises during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, Ms. Smithchild will provide you with a copy of your receipt on a monthly basis, which you can then submit to your insurance company for reimbursement if you so choose. As was indicated in the section, *Health Insurance & Confidentiality of Records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are the focus of psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

Mediation and Arbitration: All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Ms. Smithchild and patient(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Montgomery County, Maryland in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Ms. Smithchild can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

Discussion of Treatment Plan: Within a reasonable period of time after the initiation of treatment, Ms. Smithchild will discuss with you (patient) her working understanding of the problem, treatment plan, therapeutic objectives, and her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Ms.

Smithchild's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that Ms. Smithchild does not provide, she has an ethical obligation to assist you in obtaining those treatments.

Termination: As set forth above, after the first couple of meetings, Ms. Smithchild will assess if she is likely to be able to help you. *Ms. Smithchild does not accept or continue with clients who, in her opinion, she cannot help. In such a case, she will give you a number of referrals that you can contact. If at any point during psychotherapy, Ms. Smithchild assesses that she is not effective in helping you reach the therapeutic goals, she is obliged to discuss it with you and, if appropriate, to terminate treatment. In such a case, she would give you a number of referrals that may be of help to you.* If you request it and authorize it in writing, Ms. Smithchild will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Ms. Smithchild will assist you in finding someone qualified, and, if she has your written consent, she will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, Ms. Smithchild will offer to provide you with names of three (3) other qualified professionals whose services you might prefer. INITIALS: _____

Attendance:

In order to provide quality services to those enrolled as clients in private practice, it is important that an individual's, couples', or group member's counseling attendance frequency is followed as written and committed to in the treatment planning process. Non-attendance or appearing late for an appointment may adversely impact the counseling process and decrease the effectiveness, efficiency and timeliness of services being provided. However, sometimes a **cancellation** or **arriving late** cannot be avoided after the original appointment was agreed to.

Cancellation Procedure: We appreciate your phone call to notify us of your need to cancel and reschedule or that you will be arriving late. We will do our best to get you scheduled again as soon as possible. There is no charge for this if cancellation is made a full **business** day prior to the scheduled time.

Late cancellation: (less than 1-2 full business day, 24-48 hour notice) for a session will be charged at the rate of \$50.00. No exceptions, unless by prior agreement. **Please note a cancellation for a Monday appointment must be made on a Thursday** in order not to incur this charge. The Thursday notice gives support staff time to offer the cancellation time to others who may be on a waiting list for an appointment. There is no support staff on Fridays to receive a notification of non-attendance/cancellation for Monday. While a voice mail message to notify the office of a late cancellation that is left past Thursday is appreciated and valued, it does not disallow a late charge.

No show/non-appearance: A self-pay fee of \$50.00 will be charged to the client's account. Clients' are expected to pay the fee at the next regularly scheduled session or an invoice for the no show fee will be sent to the address on record if client fails to reschedule within 30 days.

Appearing late or unprepared for Intake Session: Appearing late or unprepared to fully participate in an Intake Session (due to not having background forms completed or missing forms)) will cause a client to incur **self-pay charges** of \$1.00 a minute missed from the 50 minutes allotted for the session. The remaining time will be billed to your insurance or payer source. Arriving late for a regular session will incur similar charges, unless prior exceptions are made.

I have read the above Agreement and Office Policies and General Information carefully; I understand them and agree to comply with them.

Client's name (print)	Date	Signature
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