

Susan M. Knell, Ph.D. LLC
Agreement for Psychological Services

This document contains important information about my professional services and business policies. This document also contains a summary of the information about the Health Insurance Portability and Accountability Act (HIPPA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your protected health information (PHI) used for the purpose of treatment, payment, and health care operations and otherwise. HIPPA requires that I provide you with a Notice of Privacy Practices regarding the use and disclosure of PHI. This notice explains HIPPA 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, or show that I have made a good faith effort to obtain your signature. When you sign this document, it represents an agreement between us, which you may revoke in writing at any time. That revocation will be binding 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. Please note, I cannot provide treatment unless you sign this document.

Psychological Services

Psychotherapy can have benefits and risks. It often involves discussing unpleasant aspects of your life, and you may experience uncomfortable feelings as a result of such discussion. However, psychotherapy has also been shown to have many benefits, and can often lead to better relationships, solutions to specific problems, and significant reduction in feelings of distress. However, there are no guarantees.

In the beginning of psychotherapy, I will be working with you to understand your issues and concerns, and develop a treatment plan. It is important that you, or your child, feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so it is important to pick the right therapist. If you have questions, please ask. If you would like a referral to another mental health professional for treatment or a second opinion, I will be happy to give you names of other clinicians.

Sessions

Psychotherapy sessions usually last **45-55 minutes**, and usually occur once per week. Other session lengths and frequencies are possible, depending on the nature of your problems and concerns. Please provide **24 hours notice** if you need to cancel an appointment. There are **charges for missed appointments and appointments that are not cancelled with enough notice**. If we both agree that extenuating circumstances necessitated the cancellation, these fees might be waived. Please note that insurance companies do not provide reimbursement for cancelled and missed appointments, so these fees are your responsibility.

Professional Fees

My typical fee is \$180 for the evaluation/ first appointment. Subsequent appointments are billed at either \$150 or \$180, depending on the length of the appointment. Sometimes the evaluation takes more than one appointment (e.g., If I have met the parents only at the first session and the child is coming in for the first time at the second or subsequent session). Other services (e.g., school visits, report writing, lengthy phone conversations) are billed based on the amount of time spent on the service. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation, travel time, transportation costs and time waiting to appear, even if I am called to testify by another party. Because of the complexities of legal involvement, my hourly rate is \$200.

Contacting me

I am often not immediately available by phone, and do not answer the phone when I am in a session with a patient. I will make every effort to return your call in a timely manner, and appreciate it if you would leave me some information regarding the nature or urgency of your call. I am often more easily reached via email (smkphd@gmail.com) or text (216/956-3258), particularly if the nature of your call is related to scheduling or a non-clinical matter.

If you feel that your call is urgent and are unable to reach me, contact your family physician or Laurelwood Hospital (440/953-3000) or your local emergency room.

Limits on confidentiality

The law generally protects the privacy of all communications between a patient and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written authorization form that meets HIPPA requirements. HIPPA does allow me, however, to provide certain confidential information for payment purposes (For example, if your insurance company requires certain clinical information in order to pay for psychotherapy services).

There are other situations where your consent would be useful, and your signature on this agreement covers these options:

- Occasionally, I find it helpful to consult other health and mental health professionals about a case. During a consultation, I will make every effort to avoid revealing anyone's identity. Other professionals are also legally bound to keep information confidential. If you don't object, you won't be informed about such consultation before the fact, unless I feel it is important to our work together. All consultations will be recorded in your Clinical Record. (PHI- Protected Health Information)
- I may have administrative staff working for me, and in such cases these individuals may be aware of PHI for purposes of scheduling, billing and quality assurance. All administrative personnel have been trained regarding protecting the privacy of my patients, and have agreed not to release any information outside of the practice, without my permission.

- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this agreement.

There are some situation where I am permitted or required to disclose information without either your consent or authorization:

- If you are involved in a court proceeding and a request is made for information concerning your evaluation, diagnosis, or treatment, such information is generally protected by the psychologist-patient privilege law. I cannot typically 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, I may be required to provide it to them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim, the patient must execute a release so that I may release the information, records, or reports relevant to the claim.

There are some situations in which I may be legally obligated or allowed to take action when I believe it is necessary to attempt to protect others from harm, and in such a situation, I may need to reveal confidential information about a patient. These situations are unusual. They include:

- If I know, or have reason to suspect that a child under 18 years of age or a developmentally disabled/physically impaired child under 21 years of age, has suffered or is at risk to suffer from abuse or neglect, I am required to file a report with the appropriate government agency. Once such a report is filed, I may be required to provide more information.
- If I have reasonable cause to believe that an elderly or vulnerable adult (including developmentally disabled individuals of all ages) is being abused, neglected, or exploited, or is in a condition which is the result of abuse, neglect, or exploitation, the law requires or allows me to file a report to the appropriate agency. Once such a report is filed, I may be required to provide more information.
- If I know or have reasonable cause to believe that a patient has been the victim of domestic violence, I must note that knowledge or belief and the basis for it in the medical record.
- If I believe that a patient presents a clear and substantial risk of imminent serious harm to him/herself or someone else, including the possibility that he/she may cause the death of another, and I believe that disclosure of certain information may serve to protect that individual, then I may have to disclose that information to the appropriate government agency, potential victim, professionals, and/or family members and/or take appropriate steps to prevent the harm from happening.

If such a situation arises, I will make every effort to fully discuss it with you before taking any

action and will limit my disclosure to what is necessary, if I believe that it is an appropriate and safe thing to do.

This written summary of exceptions to confidentiality is designed to help inform you about potential problems. However, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be complex, and in situations where specific advice is required, formal legal advice may be needed. By signing this document, you are consenting to allow me to consult my attorney to obtain that advice.

PROFESSIONAL RECORDS

Protected Health Information (PHI) is kept in two sets of professional records. One set constitutes your clinical record, which includes information about your reasons for seeking therapy, how your problems impact your life, your diagnosis, goals set for treatment, progress towards those goals, medical and social history, treatment history, reports of professional consultation, billing records, and any past records received from other providers. 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. These are professional records, and as such can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them with me, or have them forwarded to another mental health professional so you can discuss the contents. (I am sometimes willing to conduct this review meeting without charge). In most circumstances, Ohio law allows me to charge a copying fee of \$1 per page for the first ten pages, 50 cents per page for pages 11-50, and 20 cents per page for pages in excess of fifty, plus \$14 fee for records search, plus postage.

In addition, I may keep a set of Psychotherapy Notes. These notes are for my own use and are designed to assist in providing you with the best treatment. While the contents of Psychotherapy Notes vary from patient to patient, they can include information about our conversations, my professional opinion of these conversations, and how they impact your therapy. They also may contain particularly sensitive information that you might tell me, 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 to provide an Authorization. You may examine and/or receive a copy of your Psychotherapy Notes after filling out the appropriate authorization form.

PATIENT RIGHTS

HIPAA provides you with rights regarding your PHI and disclosures of PHI. You have the right to ask that I amend your record, request restrictions on what information from either your Clinical Record or Psychotherapy Notes is disclosed, request an accounting of most disclosures of PHI, determine the location to which PHI disclosures are sent, have any complaints you make

about my policies and procedures recorded in your record, and the right to a paper copy of this agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you. In some instances, there may be exceptions or qualifications to these rights that I will discuss with you when you go to exercise your rights.

MINORS AND PARENTS

Patients under 18 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. One exception is, that under Ohio law, children between 14 and 19 may independently consent to and receive up to 6 sessions of psychotherapy (provided within a 30-day period). Under most circumstances, no information about these sessions can be disclosed to anyone without the child's agreement. Privacy in psychotherapy is often crucial to successful progress, especially with adolescents, but parental involvement is also essential to successful treatment. I can provide parents with a summary of their child's treatment and his/her attendance at scheduled sessions. A summary at the end of treatment is also possible. However, any other communication requires the child's authorization, unless I feel that the child is in danger, or there is a danger to someone else. In such cases, I may notify the parents of my concern or follow reporting requirements, if necessary. Before communicating with the parents, I will usually discuss the situation with the child, and if possible, do my best to handle any objections he/she may have. If the parents agree to abide by this agreement, then information involving the child will be protected to the extent described above.

If there are two parents with custodial rights, then both parents will be required to sign this Agreement.

BILLING AND PAYMENTS

You will be expected to pay any fees that you owe at the time of the appointment unless we agree otherwise, or unless your insurance company requires a different arrangement. If you have some extenuating financial hardships, I may be willing to discuss a fee adjustment or payment plan. I accept cash, personal checks and certain credit cards. If your check is returned because of insufficient funds/closed account, or another reason, you will be billed an additional fee to cover bank charges that incur due to the returned check.

All accounts should be paid within 30 days unless arrangements have been made, and I reserve the option of using legal means to secure payment. This may involve hiring a collection agency, or going through small claims court, which may require me to disclose otherwise confidential information. In most situations, the only information released is the patient's name/name of responsible party, nature of services provided, and amount due. (If such legal action is necessary, the costs will be included in the claim and you are responsible to pay these fees).

INSURANCE REIMBURSEMENT

In order to set realistic treatment goals, it is important to evaluate what resources you have available to pay for your treatment. If you have health insurance that has some mental health

coverage, I will help you receive the benefits to which you are entitled. However, you (not your insurance company) are responsible for full payment of fees. **IT IS CRITICAL THAT YOU CONTACT YOUR INSURANCE COMPANY TO UNDERSTAND EXACTLY WHAT YOUR POLICY COVERS.**

If, after reading your insurance coverage information, and speaking with a customer service representative, you are still uncertain, I, or a member of my staff, will be happy to clarify your coverage on your behalf.

Insurance benefits have become increasingly more complex. Certain plans require authorization before sessions begin and before the company will reimburse for services. These plans may also be limited to short-term treatment approaches, and often they will not permit more sessions after a certain number of sessions. While much can be accomplished in short-term therapy, individuals often feel that they want more services after their insurance benefits end. Certain plans do not permit me to continue to see you once your benefits end, and in this case, I will help you find another provider, if needed.

You should also be aware that your contract with your health insurance company requires that I provide information relevant to the services I provide you. One of the requirements is a Clinical Diagnosis. They may also require additional Clinical Information, such as treatment plans or summaries, or in some cases a copy of your Clinical record. In such cases, I will make every attempt to release the minimum information necessary. This information is then part of the insurance company file, and though the companies claim to keep such information confidential, I have no control over how they manage their records. In some cases, they may share the information with a national medical information data bank. I can provide you with a copy of any report that I am required to submit on your behalf, if you request it. By signing this agreement, you agree that I can provide requested information to your carrier.

I am happy to discuss what we can expect to accomplish once I have all the information about your benefits and if there are limitations to the number of sessions your contract allows. It is important to remember that you always have the right to pay for services yourself to avoid the problems described above, unless you are prohibited from doing so by the contract.

Patient Name (please print): _____ Date _____

Patient Signature _____ Date _____

Parent or legal guardian signature (if applicable) _____ Date _____