

Grow And Be Well

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Practice policies and client confidentiality

Welcome to Grow And Be Well. The following is a description of my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protection 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.

If you would like to discuss these practices with me, I will be more than happy to them with you in more detail and answer any questions you may have. The law requires that your signature be obtained and kept in your records acknowledging that you have received this information. When you sign the document, it also represents an agreement between you and Grow And Be Well. You may revoke this agreement in writing at any time unless there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy, or it you have not satisfied any financial obligations you have incurred.

The following outlines important policies which you should know about.

Professional Records:

The laws and standards of the profession require that Protected Health Information be kept in each patient's clinical record. Except in unusual circumstances that involve danger to oneself, patients may examine and/or receive a copy of the clinical record if requested in writing.

Minors and Parents:

Children of any age have the right to consent to and receive mental health treatment without parental consent, and, in that event, information about the treatment cannot be disclosed to anyone without the child's permission. While any child's privacy is crucial to successful progress, parental involvement is essential for success. Therefore, limited information will be provided for parents, unless the therapist feels the child is in danger to himself or to someone else.

Appointments, Fees, and Cancellations:

Counseling sessions are normally scheduled once per week for 45-50 minutes. Rates for a single session are \$75.00 per session. This fee may be adjusted through agreement between client and therapist. Patients are expected to keep their appointments and to pay all associated fees at the time services are rendered. **It is expected that patients will give at least 24 hours notice if they should have to cancel their appointment (unless emergency) otherwise, a \$25 fee may be charged.**

Other professional services which are included at no extra cost include report writing, telephone conversations lasting less than 15 minutes, consulting with other professionals with whom you are involved (with your permission), preparation of records and treatment summaries. These are generally not reimbursable by insurance and most therapists charge extra for these valuable services.

While I include many professional courtesies for my clients, I do charge Fees for court appearances and other circumstances which require me to spend a significant amount of time on behalf of a client. The maximum charge under these circumstances will be \$800 per day, due 10 days prior to court or other requested appearance. This charge includes travel, preparation time, missed work hours and work hours outside my normal schedule. If such an event is cancelled with a 7-day notice, any charges paid for such services will be refunded.

If a patient's account has an outstanding balance for more than 60 days and arrangements have not been agreed upon, I reserve the right to use legal means to secure payment. This can involve phone calls, letters or a collection agency.

Confidentiality:

The law requires privacy of all communication between a patient and their therapist. In most situations, a therapist can only release information about your treatment to others if you sign a written authorization form that meets HIPAA standards. There are some situations covered under an advance written consent. Your signature on this agreement will acknowledge the possibility of the following:

- I may occasionally find it helpful to consult with other mental health professionals about a case. During such consultations, a client's identity is not revealed. The other professional is also legally bound to keep information confidential.
- When a client is using insurance benefits, certain information pertaining to his/her involvement in counseling is provided, including demographic information and diagnosis as required by law to process claims. Insurance companies are bound by federal confidentiality laws to maintain the same level of confidentiality as I am.
- If a patient threatens to harm him or herself, I may be obligated to seek hospitalization for him/her, or to contact family members who can help to provide protection.

There are some situations in which the therapist is permitted or required to disclose information without your consent or authorization:

- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the patient-therapist privilege law. Information cannot be provided without your (or your legal representative's) written authorization, or court order, or if a subpoena is served with appropriate notices. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order the disclosure of your information.
- If a government agency is requesting information for health oversight activities, we may be required to provide it for them.
- If a patient files a complaint or lawsuit against their therapist, relevant information regarding that patient may be used in the therapist's defense.
- If a patient files a worker's compensation claim, mental health reports may be provided upon request.

There are some unusual situations in which I am legally bound to take action, if I believe I must do so to protect others from harm:

- If there is reason to suspect that a child or adult is being abused, neglected or exploited, the law requires a report to be filed to the Department of Social Services. Additional information may be requested after the report is filed.
- If a client communicates specific threat of immediate physical harm to an identifiable victim, and it is believed that he/she has the ability to carry out that threat, we are required to take protective actions. These actions may include notifying the potential victim or his/her guardian, contacting the police, or seeking hospitalization for the patient.

If one of these situations does arise, I will make every effort to discuss it with you before taking any action, and will limit the disclosure to only what is absolutely necessary.

ACKNOWLEDGMENT OF RECEIPT AND REVIEW
OF POLICIES AND PROCEDURES

I acknowledge that I have read, received and discussed (if necessary) the policies, procedures, and release of confidential information with my treatment provider as indicated by my signature below and that I consent to treatment with this provider:

Client

Date

Legal Guardian of Minors

Date

Legal Guardian of Minors

Date

Clinician

Date