

DEBRA K. SOWALD, PSY.D. PSYCHOLOGIST
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(937) 434-6840

Individual, Family, & Group Therapy
Imagery & Senoi Dreamwork

NAME: _____ DATE _____

CLIENT INFORMATION AND TREATMENT AGREEMENT

Since you are a new client, it is important that I provide you with some information about your treatment, your rights, and my office policies. Please read the following form. I will be pleased to respond to any questions you may have regarding any of this information.

When you sign this document, it will also represent an agreement between us.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. Psychotherapy can have benefits and risks. There are many different methods I may use to help you deal with the problems that you hope to address. Psychotherapy 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. It is my expectation that you will participate as an equal and active contributor to your treatment.

APPOINTMENTS

Appointments are scheduled for 45-minute sessions, often on a once per week basis. However, ongoing therapy is a negotiated process between us, and frequency of sessions is partially your decision. We 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. When you are ready to terminate therapy, we will have a termination session in order to discuss the progress you have made or any areas of concern, and for me to make any recommendations I deem necessary.

ACCESS TO OFFICE WAITING ROOM

If you have an evening appointment, the building is usually open. However, occasionally a new tenant locks the entrance door without realizing that they have locked you out. You can ring the doorbell to my office on the top left hand side of the outside door frame, and I will come and unlock it. If I do not come within a few minutes of your ringing the doorbell, I may have been temporarily out of the office. Please ring again.

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.

CLIENT RIGHTS AND PARTICIPATION IN THE TREATMENT PLANNING PROCESS

At all times, you have the right to a full explanation from me 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. My training and qualifications.

CONFLICTS

If at any time you are displeased with the services I provide, it is important that you talk it over with me. Some clients do this in writing if they feel unable or afraid to do so verbally. I will make every attempt to respond to your concerns or resolve any conflicts.

PSYCHOLOGICAL TESTING

I 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 you may request psychological testing. I will refer you to a colleague of mine if psychological assessment is needed.

CONTACTING YOUR THERAPIST

Due to my work schedule, I am often not immediately available by telephone, and generally will not answer the phone when I am with clients. When you call my phone number (937-434-6840), the call will be answered by my secretary during normal business hours, and by my answering machine or voice mail after normal business hours. When trying to reach me, please leave your name and one or more numbers and times when I can return your call. For non-emergency telephone calls, if my secretary or I do not return your call within 24 hours, please assume that we did not get your message, and call again.

EMERGENCIES

I provide services by appointment. I may not always be available during emergency conditions. If your call is during my evening work hours, call the office and leave a message on the confidential answering machine. In case of an emergency, if I have not returned your telephone call within an hour, please call again repeatedly, until I pick up or call you back.

After-hours and on weekends, I may sometimes be reached on my cell phone, (937) 307-5951 in case of emergency.

Some emergency circumstances may occur at times when I am unavailable and therefore unable to respond. On those occasions, or when you need a guaranteed, very rapid, or immediate response to your call, I recommend that you use one of the publicly funded Emergency Services, which are staffed on a 24-hour basis:

Call “988” for The Suicide and Crisis Lifeline

Crisis Care	224-4646
Suicide Prevention Center	229-7777
Tri-County Crisis Center	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. Do not attempt to contact me first. Do contact me once you are at the hospital to let me know that you are there.

LIMITS ON CONFIDENTIALITY

In most situations, I 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, which are enumerated in my “Notice of Policies and Practices to Protect the Privacy of Your Health Information.”

- I may occasionally 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 your identity. 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 my Notice of Psychologist’s Policies and Practices to Protect the Privacy of Your Health Information).
- I utilize several administrative staff. In most cases, I may need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance.
- 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.

- I also have 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 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, I 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. However, please be aware that I do NO Court work. If you need a psychologist who will participate in your legal case, to any extent, I will be glad to refer you to another psychologist outside my practice.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If you file a complaint or lawsuit against me, I may disclose relevant information regarding you in order to defend myself.
- If you file a worker's compensation claim, you must execute a release so that I 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 I am legally obligated to take actions, which are necessary to attempt to protect others from harm and may require revealing some information about your treatment. These situations are unusual in my practice, but do occur:

- If I know or have 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, I may be required to provide additional information.
- If I have 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, I may be required to provide additional information.
- If I know or have reasonable cause to believe that a client has been the victim of domestic violence, I must note that knowledge or belief and the basis for it in the client's records.
- If I believe that a client presents a clear and substantial risk of imminent serious harm to him/herself or someone else and I believe that disclosure of certain information may serve to protect that individual, then I must disclose that information to appropriate public authorities, and/or the potential victim, and/or professional workers, and/or the family of the client.
- I, as a Counselor, am required to report to police if I know that a felony has been or is about to be committed.

If such a situation arises, I 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 me. 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, I keep Protected Health Information (PHI) about you in two sets of professional records. One set

constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I 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 my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I charge a copying fee. Please consult me or my secretary for the current charges for copying. If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon request.

In addition, I also 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 client to client, they can include the contents of your conversations during sessions, my analysis of those conversations, and how they impact on your therapy.

They may also contain particularly sensitive information that you may reveal to 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. You may examine and/or receive a copy of your Psychotherapy Notes unless I determine 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 my privacy policies and procedures. I 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 Ohio 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. I will discuss such an arrangement with you personally in the event that I wish for the therapy to proceed in this manner.

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

PROFESSIONAL FEES

The fee for a 45-minute diagnostic session (your first appointment) is \$150.00. All subsequent services are billed at \$125.00 per 45-minute session or \$200.00 per 60 minutes of service. Services for which clients are billed at this usual rate include psychotherapy; letters; consultations; travel time for out of office services; telephone counseling, and other services of a professional nature. There is no charge for brief routine telephone calls, but telephone consultations will be billed at the rate of \$50.00 for 15 minutes of time. Services not covered by medical insurance, such as letter writing or treatment summaries, must be paid for in advance of the service.

The "Women's Psychotherapy Group for the Treatment of Anxiety and Depression," which meets every other Thursday evening from 7:00 P.M. to 9:00 P.M., is \$50.00 per session. A \$50.00 charge will be made unless a member's attendance is canceled 24 hours in advance.

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 beginning of the session. YOU SHOULD ALWAYS COME PREPARED TO PAY YOUR CO-PAY. Payment may be made by cash or check. You may be assessed a \$5.00 re-billing fee for each session you fail to pay your co-payment.**

At your request, my secretary can provide a statement showing the activity on your account. 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. If you have more than one insurance company, we will bill the first insurance company. While we are willing to bill the secondary insurance company, it is preferable for you to pay your co-pay to us, then for you to bill your secondary insurance company to reimburse you, as you can keep better track of your own account. If you wish to file for secondary insurance benefits yourself, my secretary will prepare insurance billing forms for you to submit at your request.

If you are on Medicaid, you do not have a co-pay. You must be currently covered on Medicaid for the month that services are rendered. If coverage has ceased, you will be expected to pay the full fee out-of-pocket or through a medical insurance company. Medicaid currently covers only 24-25 psychotherapy sessions per year, plus up to 8 psychological testing sessions per year. I will refer you elsewhere if you need psychological testing in addition to the psychotherapy that I will do with you. Please keep track of your sessions, so that you do not exceed the allowed amounts.

We bill most insurance companies electronically.

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. You will be charged my banking fee (currently about \$26) plus \$10 for returned checks.

If you fail or refuse to make payment, as agreed or negotiated, I 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. I reserve the right to discharge clients for repeated or prolonged failure to pay for services.

NO COURT APPEARANCES

I do NO Court work. If you need a psychologist who will participate in your legal case, to any extent, I will be glad to refer you to another psychologist outside my practice.

CANCELLATIONS AND MISSED APPOINTMENTS

When you schedule an appointment with me, I reserve the appointed time for you. I consider appointments to be an important commitment on both my part and yours. If you find it unavoidable to cancel a scheduled appointment, I ask that you do so as soon as you become aware that you will not be able to attend. Missed appointments not canceled at least 24 hours in advance of the scheduled appointment time will be billed at the usual rate (\$125.00 for most sessions, \$150.00 for intake sessions; \$50.00 for psychotherapy group 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.**

In the event that you arrive for your appointment intoxicated or under the influence of illegal drugs, I 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 my discretion.

INSURANCE REIMBURSEMENT

It is your responsibility to investigate your insurance coverage before entering into a treatment contract with me. 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, 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.

If your insurance coverage changes in any way during the course of treatment, you must notify me and provide me with a copy of your new insurance card as soon as it goes into effect. If you fail to notify me of insurance coverage cancellations or changes, you will be expected to pay for all non-covered services out-of-pocket.

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 we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire clinical record. In such situations, I 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, I have 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. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier.

Additionally, we do reserve the right to release the minimum necessary information in order to collect payment from your insurance company. That might include, if the insurance company does not pay in a timely manner, filing a Prompt Pay complaint with the Ohio Department of Insurance. The complaint would include information the Department requires to process the complaint. This information might become publicly available as it may be releasable by the Department as part of a public records request.

Once you have all of the information about your insurance coverage, you can discuss with me 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].

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.

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 staff for Debra K. Sowald, Psy.D. I authorize the staff 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 affect until re-negotiated in writing, between myself and Debra K. Sowald, Psy.D.

IF YOU HAVE ANY QUESTIONS ABOUT MY PRIVACY, PROFESSIONAL, OR FINANCIAL POLICIES, PLEASE ASK ME 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.

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

Date
Signature of spouse and/or Co-responsible Party