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## **PSYCHOLOGIST-CLIENT AGREEMENT**

Welcome to my practice. This document (the Agreement) contains important information about 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 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. 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 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 before our next session. We can discuss any questions you have about the procedures at that time. 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 you have not satisfied any financial obligations you have incurred.

## **PSYCHOLOGICAL SERVICES**

Psychotherapy varies depending on the personalities of the psychologist and client, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. In order for the therapy to be most successful, you will need to work on things we talk about both during our sessions and at home. You may experience a worsening of symptoms while you are working on emotionally difficult issues before you begin to feel better. Therapy involves a large commitment of time and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If you aren't feeling satisfied with your treatment for any reason, I will offer some referrals for you to other professionals.

## **APPOINTMENTS AND CANCELLATION POLICY**

All appointments will be made with me directly. Appointment cancellation is needed at least 24 hours in advance in order to avoid being charged a \$75 late cancellation or no show fee. This may be done by calling (513) 860-3156 and leaving a message, sending a message through the client portal, or emailing me at [drtess@teresaolson.com](mailto:drtess@teresaolson.com). This allows for reassignment of that appointment time. Extenuating or emergent circumstances will most likely not result in a charge.

## **PROFESSIONAL FEES AND PAYMENT**

I provide in office, telehealth, in home and community based therapy. I offer individual therapy to adults. Telehealth is available for adults living in Ohio. I am authorized by PSYPACT to provide telehealth services to participating states (<https://psypact.site-ym.com/page/psypactmap>).

My fees are \$175 for a 60 minute diagnostic evaluation, \$170 for 60 minute therapy, \$130 for 45 minute therapy, and \$90 for 30 minute therapy. There is a \$40 travel fee if distance is between 5-30 miles.

Treatment-related professional services are billed at a rate of \$25 per 10 minute unit. These include telephone calls, report writing, form completion, preparation of records, treatment summaries, travel, and time spent performing any other service you may request of me. *This fee does not apply to legal proceedings or requests.* In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. Please note that rates are subject to change.

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 and transportation costs, even if I am called to testify by another party. Services pertaining to legal proceedings are billed at a rate of \$50 per 10 minute unit.

There is a \$25.00 return check fee.

Payment for services must be made at the time of each session. I accept credit cards, check or cash. My practice is self-pay and I do not accept insurance. If you have a health insurance policy that provides out-of-network mental health benefits, I will provide a superbill that you can submit to your insurance so you can receive the out-of-network benefits to which you are entitled; however, you, not your insurance company, are responsible for full payment of my fees. It is very important that you find out exactly what out-of-network mental health benefits your insurance policy covers. In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. 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 I release regarding a client's treatment is his/her name, address, phone number, social security number, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the collection or claim. I also have the option to terminate professional services. If your account ever achieves a credit balance, any over payment will be promptly refunded.

## **EMERGENCIES**

Anxiety is not an emergency. However, if you are at imminent risk of harming yourself or someone else, you can reach me at (513) 860-3156 and I will assist you in finding the nearest emergency room for an evaluation to ensure your safety. If you feel that you can't wait for me to return your call, please contact your psychiatrist, primary care physician, the nearest emergency room, or 911. If I will be unavailable for an extended time, I will inform you of back-up emergency coverage.

## LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client 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 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:

- \* I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations 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).
- \* 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, such information is protected by the psychologist-client privilege law. 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.
- \* If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- \* If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- \* If a client files a worker's compensation claim, the client 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 am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm, and I may have to reveal some information about a client's treatment. These situations are unusual in my practice.

- \* 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 that I file 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 that is the result of abuse, neglect, or exploitation, the law requires that I report 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 record.

\* 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.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my 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 we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

## **SOCIAL MEDIA & TECHNOLOGY POLICY**

I do not connect with clients on their personal social media platforms such as Facebook, LinkedIn, Instagram or Twitter. If you send an invitation to me for any social media, it will not be accepted. If therapy sessions are conducted via telephone or HIPAA approved video conferencing platform, a separate consent form outlining this agreement is required.

## **ELECTRONIC COMMUNICATION**

I cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, I will do so. While I may try to return messages in a timely manner, I cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

## **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or 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, I recommend that you initially review them in my presence or have them forwarded to another mental health professional so you can discuss the contents. There may be a charge associated with conducting this review meeting. There is a charge for copies of medical records. This charge is in accordance with the Ohio Revised Code Section 3701.741. If I refuse your

request for access to your records, you have a right of review, which I will discuss with you upon request.

## **PATIENT 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 I 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 my 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 am happy to discuss any of these rights with you.

## **TERMINATION**

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. I may terminate treatment after appropriate discussion with you and a termination process if I determine that the psychotherapy is not being effectively used or if you are in default on payment. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

Should you fail to show for three consecutive appointments, for legal and ethical reasons, I must consider the professional relationship discontinued.

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