



ONSTEAD COUNSELING SERVICES
267 Plank Road, Somerset, PA 15501
Phone 814-445-9930 / Fax 814-445-9941

Therapist-Patient Services Agreement

Welcome to Onstead Counseling Services (OCS). This document (Agreement) highlights important information about our services and policies. It also contains summary 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 options. HIPPA requires that a Notice of Privacy Practices (the Notice) be available to you. A copy is posted and available to you at any time. The Notice explains HIPPA and its application to your PHI in greater detail. Your consent to treatment will include reference to your awareness of HIPPA and its availability to you. If you have any questions about HIPPA, please ask for clarification. When you sign the Consent to Treatment, it represents an agreement between you and your therapist. You may revoke this Agreement in writing at any time. That revocation is binding on the practice unless action has been taken in reliance on it, or, if there are obligations imposed on OCS 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.

THERAPEUTIC SERVICES

The word therapeutic means healing and for the most part, that is the nature of therapy. There are many methods/theories which provide the knowledge base of the therapist. However, the essential feature of therapy is the relationship between the person and the therapist. It is well known that this working, trusting relationship will be the vehicle by which the person coming to therapy will meet his/her goals. It is the responsibility of both parties to be mindful of any disruptions or difficulties in this area, so that this would not interfere with treatment progress.

Your first couple of appointments will involve assessment and setting goals of treatment. With permission, OCS tries to coordinate services with other health care professionals such as Primary Care Physicians or any other professionals which may be involved in treatment.

Appointments are scheduled for a “therapeutic hour” which is considered 45 to 50 minutes. Your appointment will be scheduled with you at a frequency that best meets your needs. I ask that 24 hours in advance notice be given if an appointment needs to be cancelled. Each client will be allowed a margin of two late cancellations and/or missed appointments without notice per year, after which a fee of \$25.00 will be charged for the third late cancel or missed appointment, and each occurrence thereafter. If you need to contact me, please call the office and leave a message. Sometimes, it is necessary to set up a

phone time, as I may be limited for time based on the hourly schedule system in place. Office hours/answering service and emergency procedures are provided at your first appointment and serve as a guideline.

I will work with you and your insurance company for payment of services. If someone wants to utilize services but has no insurance, I will determine a private fee amount for the service. If special letters are requested, a fee may be assessed. Should any legal proceedings require my participation, you would be expected to pay (in advance) for all professional time involved.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client/patient and the therapist with the exception of certain circumstances which will be outlined below. Information about your treatment can be released to others if you sign an Authorization form that meets the legal requirements imposed by HIPPA. This includes legal proceedings for which OCS will need your written authorization or court order. A clinical supervisor or collaborating colleague may be consulted about care/treatment needs from time to time, in keeping with HIPPA rules of confidentiality and maintaining personal information privacy.

There are some situations where a therapist is permitted or required to disclose information without either your consent or authorization:

If a patient/client seriously threatens to harm himself/herself, a therapist may be obligated to seek hospitalization, crisis input or contact family members or others who can help provide protection.

If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.

If a patient/client files a complaint or lawsuit against a therapist, relevant information regarding that patient may be disclosed in order to defend them.

If there is reason to believe that a child being seen is suffering abuse, the law requires that this be reported to the appropriate governmental agency, specifically Childline/Children and Youth Services. Once such a report is filed, additional supporting information may be required.

If there is reason to believe that an elderly person or other adult is in need of protective services, the law requires that this be reported to the appropriate governmental agency, specifically Department of Aging. Once such a report is filed, additional supporting information may be required.

If a patient/client presents a specific and immediate threat of serious bodily injury regarding a specifically identified or a reasonable identifiable victim and he/she is likely to carry out the threat or intent, the therapist is required to take protective actions, such as warning the potential victim, contacting the police or initiating proceedings for hospitalizations.

If any of the above situations arise, every effort to fully discuss the concern/action beforehand will be made, limiting the disclosure to what is necessary.

Should you have any particular questions or concerns regarding confidentiality, you are encouraged to talk with me directly as the laws are complex.

PROFESSIONAL RECORDS

Pursuant to HIPPA, Protected Health Information (PHI) regarding your treatment is kept in two sets of professional records. One set constitutes your Clinical Record, which includes your assessment, progress, goals, consultation reports/consultations, correspondence and billing. Unless there is some special circumstance, you may examine and/or receive a copy of your Clinical Record if you request it in writing. As professional records can be misinterpreted or difficult to be read by another, it is recommended that the initial record review be done with your therapist or transferred to another mental health professional so you can discuss the contents.

As your therapist, I may keep a set of personal Psychotherapy notes, which are for my own use to assist in the treatment process. These are not considered part of the Clinical Record, but are kept separate. These notes are not available to you and cannot be sent to anyone without your written, signed authorization.

MINORS AND PARENTS

Patients, 14 and above, need to sign their own release of information.

If minors agree, general information about the child's treatment/progress will be shared with the parents if this is needed to meet treatment goals. If a minor child is in danger or a danger to someone else, parents are notified of the concern.

BILLING AND PAYMENTS

You will be expected to pay any fees at the time of services. If your account had not been paid for more than 60 days, your balance may be sent to a collection agency. You would be responsible for any charges incurred by the collection agency; e.g. the amount due may be doubled to handle administrative costs. No future appointments can be offered until all accounts are up-to-date. No records can be released unless all accounts are up-to-date. Returned checks for insufficient funds will be collected upon for the initial amount in addition to any fees that bank may attach.

INSURANCE REIMBURSEMENT

OCS will work with your insurance to file the necessary forms for coverage. Insurance co-payments, co-insurance, or deductible amounts are expected to be collected at the time of the service.