

Learn2Thrive Office Policies & Client Agreement for Psychotherapy Services

This form provides you, the client, with information that is additional to that detailed in the Notice of Privacy Practices. In this document, "Agency" refers to Learn2Thrive LLC (7265 Kenwood Rd, Suite 321, Cincinnati, OH 45236), a mental health services provider. "Psychotherapist", "Therapist", "I", "me" and "my" refers to the authorized agent of Learn2Thrive LLC. "Client", "you", and "your" refers to the individual who identifies themselves as the Client by signing the Office Policies & Consent for Psychotherapy Services form. This document governs the provision of mental health services by the psychotherapist on behalf of Learn2Thrive to you, the Client.

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required or allowed by law. By signing this form, you are consenting to the following uses of your health information.

WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW: Some of the circumstances where disclosure is required or may be allowed by law generally are where there is a reasonable suspicion of abuse or neglect of a child, a developmentally disabled person, or an elderly person; or where there is a clear and present danger to you or others. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by me. In couples and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. I will not release records to any outside party unless I am authorized to do so by the party to whom the records pertain but will not release information on the other parties in a session without their written authorization.

EMERGENCY: If there is an emergency during therapy, or in the future after termination, where I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, I will do whatever I can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, I may also contact the person whose name you have provided on the biographical sheet.

HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process claims you may submit. If you so instruct me, only the minimum necessary information will be communicated to the carrier. I have no control over, or knowledge of, what insurance companies do with the information I submit or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health

information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position. Since I do not bill insurance companies, you have the right to limit information which goes to an insurance company by not sending the information in.

LITIGATION LIMITATION: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on me to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon. However, in the event that I am called to participate in any type of legal procedure because of my treatment of you, you agree to pay my then current standard forensic hourly rates for all time spent in preparing for, traveling to and from, and attending such legal proceeding(s), including depositions and court appearances, as well as any expenses I may incur, such as for legal consultations, in connection with the legal proceeding(s).

CONSULTATION: I consult regularly with other professionals regarding clients; however, each client's identity remains completely anonymous, and confidentiality is fully maintained. You also agree that from time to time, I may have the need to consult with my practice attorney regarding legal issues involving your care (this is an infrequent occurrence but does happen from time to time). My practice attorney is bound by confidentiality rules also. In addition, I will reveal only the information that I need to reveal to receive appropriate legal advice in connection with those contacts. I may also use your information for health care operations, which are described in the Notice of Privacy Practices form.

E-MAILS, CELL PHONES, COMPUTERS, & FAXES: It is very important to be aware that computers and unencrypted e-mail, texts, and e-faxes communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all e-mails, texts and e-faxes that go through them. While data on my laptop is encrypted, e-mails and e-fax are not. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers. My laptop is equipped with a firewall, virus protection and a password, and I back up all confidential information from my computer on a regular basis onto an encrypted hard drive. Also, be aware that some phone messages are transcribed and sent to me via unencrypted e-mails from sites such as Psychology Today and other marketing sites. Please notify me if you decide to avoid or limit, in any way,

the use of e-mail, texts, cell phones calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted e-mail, texts, or e-fax or via phone messages, I will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and I will honor your desire to communicate in such a way on such matters. Please do not use texts, e-mail, or faxes for emergencies, instead follow the procedures in the Telephone & Emergency Procedures section below.

RECORDS AND YOUR RIGHT TO REVIEW THEM: Both the law and the standards of my profession require that I keep treatment records for at least seven (7) years. Unless I determine otherwise, I retain clinical records only as long as is mandated by Ohio law. If you have concerns regarding the treatment records, please discuss them with me. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when I assess that releasing such information might be harmful in any way. In such a case, I will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, I will release information to any agency/person you specify unless I assesses that releasing such information might be harmful in any way.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact me between sessions, please leave a message using my confidential voice mail system and your call will be returned as soon as possible. I check messages a few times during the daytime only unless I am out of town. Please be aware that I may only have a few minutes between client appointments to return your call. I do not provide emergency mental health services. If an emergency situation arises in that you are in danger of hurting yourself or someone else, you must call 9-1-1 or go to your nearest Emergency Room.

PAYMENTS & INSURANCE REIMBURSEMENT: As a Fee-For-Service provider, I do not bill insurance companies. Each clinician has a set hourly rate which will be discussed prior to your initial consultation. Current rates can be found on our website (l2t.org) or in office. Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify me if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, I will provide you with a copy of your receipt, which you can then submit to your insurance company for reimbursement, if you so choose. As was indicated in the section, Health Insurance & Confidentiality of Records, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies and some insurance companies do not reimburse the total fee. It is your responsibility to

verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, it is within my discretion not to provide more sessions until the bill is paid. I also have the right to charge a \$25 rebilling fee for unpaid balances.

MEDIATION & ARBITRATION: All disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of me and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Hamilton County, Ohio in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, I can use legal means (court, collection agency, etc.) to obtain payment. In the event that I do that I will only reveal enough information to collect the money due to me. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. I will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. I may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, I am likely to draw on various psychological approaches according, in part, to the problem that is being treated and my assessment of what will best benefit you. These approaches include, but are not limited

to, solution focused, behavioral, cognitive-behavioral, cognitive, psychodynamic, system/family, developmental (adult, child, family), humanistic, emotionally focused (attachment theory), motivational interviewing, narrative or psycho-educational. I provide neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within my scope of practice.

TREATMENT PLANS: Within a reasonable period of time after the initiation of treatment, I will discuss with you my working understanding of the problem, treatment plan, therapeutic objectives, and my view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, my expertise in employing them, or about the treatment plan, please ask me for clarification and explanations. You also have the right to ask about other treatments for your condition and their risks and benefits. If you feel that I am not the right therapist for you, I will provide you with referrals to other therapists in the area.

TERMINATION: As set forth above, after the first couple of meetings, I will assess if I can be of benefit to you. I do not work with clients who, in my opinion, I cannot help. If at any point during psychotherapy I either assess that I am not effective in helping you reach the therapeutic goals, or if I perceive you as non-compliant or non-responsive, and if you are available and/or it is possible and appropriate to do so, I will discuss with you the termination of treatment and conduct pre-termination counseling. In such a case, if appropriate and/or necessary, I will typically give you a couple of referrals that may be of help to you. If you request it and authorize it in writing, I will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, I will give you a couple of referrals that you may want to contact, and if I have your written consent, I will provide her or him with the essential information needed. You have the right to terminate therapy and communication with me at any time. If you choose to do so, upon your request and if appropriate and possible, I will provide you with names of other qualified professionals whose services you might prefer.

DUAL RELATIONSHIPS: Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs my objectivity, clinical judgment, or that can be exploitative in nature. I will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. It is important to realize that in some communities, particularly small towns, military bases, university campus, social circles, etc., multiple relationships are either unavoidable or expected. I will never acknowledge working with you or anyone you have brought to therapy with you without your and their written permission. Many clients have chosen me as their therapist because they knew me before they entered therapy with me and/or are personally aware of my professional work and achievements. Nevertheless, I will discuss with you the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness, but they

can also detract from it; it can be impossible to know which ahead of time. It is your responsibility to advise me if the dual or multiple relationship becomes uncomfortable for you in any way. I will always listen carefully and respond to your feedback and will discontinue the dual relationship if I find it interferes with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

SOCIAL NETWORKING AND INTERNET SEARCHES: At times, I may conduct a web search on my clients before the beginning of therapy or during therapy. If you have concerns or questions regarding this practice, please discuss them with me. I do not accept friend requests from current or former clients on social networking sites, such as Facebook. I believe that adding clients as friends on these sites and/or communicating via such sites is likely to compromise their privacy and confidentiality. For this same reason, I request that clients not communicate with me via any interactive or social networking web sites.

CANCELLATIONS: Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 48 hours (2 day) notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.