

Appt Date & Time:

KOLOB COUNSELING

Martha Ham, LCSW

1031 South Bluff Street #102
St. George, Utah 84770
(435) 674-4464

CLIENT INTAKE INFORMATION

Client Name _____ DOB _____ Age _____

Years of Education _____ Male ___ Female ___ Married ___ Single ___

Mailing Address _____
Street / PO Box _____ City _____ State/Zip Code _____

Physical Address _____
Street _____ City _____ State/Zip Code _____

Home Phone _____ Cell Phone _____ Work Phone _____

NOTE: Please initial by each phone number where we may leave you a message

Employer _____
Name _____ Address _____ Phone _____

In Case of Emergency _____
Name _____ Address _____ Phone _____

Nearest Relative _____
Not Living with you Name _____ Address _____ Phone _____

COMPLETE ONLY IF CLIENT IS A MINOR

List with whom client is living _____ Father ___ Mother ___ Other ___

Address _____
Street _____ City _____ State/Zip Code _____

Employer _____
Name _____ Address _____ Phone _____

Other Parent _____
Name _____ Address _____ Phone _____

Employer _____
Name _____ Address _____ Phone _____

INSURANCE INFORMATION - PRIMARY Policy Holder _____ ID _____

Relationship to client _____ DOB _____ Male ___ Female ___ Married ___ Single ___

Client _____ DOB _____ Male ___ Female ___ Married ___ Single ___

Address _____
Street _____ City _____ State/Zip Code _____

Employer _____
Name _____ Address _____ Phone _____

Insurance Co _____ Policy # _____ Group # _____

Claims Address _____
Street _____ City _____ State/Zip Code _____

INSURANCE INFORMATION - SECONDARY Policy Holder _____ ID _____

Relationship to client _____ DOB _____ Male ___ Female ___ Married ___ Single ___

Client _____ DOB _____ Male ___ Female ___ Married ___ Single ___

Address _____
Street _____ City _____ State/Zip Code _____

Employer _____
Name _____ Address _____ Phone _____

Insurance Co _____ Policy # _____ Group # _____

Claims Address _____
Street _____ City _____ State/Zip Code _____

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PSYCHOTHERAPIST-PATIENT SERVICES 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 new federal law that provides privacy protections and new 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, which is attached to this Agreement, 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. It is very important that you read the information carefully. We can discuss any questions you have about the procedures. 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 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.

Limits On Confidentiality

The law protects the privacy of all communications between a patient and a mental health professional. 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 patient. 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.
- Note that I practice with other independently practicing mental health professionals. We share office space and employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. 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.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

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 the professional services I provided to you, such information is protected by the mental health professional-patient privilege law. I cannot provide any information without your (or your 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 am required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim, I must, upon appropriate request, provide a copy of the patient's record to the appropriate parties, the patient's employer, the workers' compensation insurance carrier or the Labor Commission.
- If a communicable disease is reported to me, I am required to report this to the Utah State Department of Health.

There are some situations in which I am legally obligated to take actions, which in my professional judgment are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment. Such situations are:

- If I have reason to believe that a child has been or is likely to be subjected to incest, molestation, sexual exploitation, sexual abuse, physical abuse, or neglect, the law requires that I immediately notify the Division of Child and Family Services or an appropriate law enforcement agency. Once such a report is filed, I may be required to provide additional information.
- If I have reason to believe that any vulnerable adult has been the subject of abuse, neglect, abandonment or exploitation, I am required to immediately notify Adult Protective Services intake. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates an actual threat of physical violence against an identifiable victim, I am required to take protective actions. These actions may include notifying the potential victim and contacting the police, and/or seeking hospitalization for the patient.

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. I am not an attorney. 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 about you in two sets of professional records. One set constitutes your Clinical Record; the other set your Psychotherapy Notes. Your Clinical Record 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/or others or where information has been supplied to me confidentially by others, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. 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. In most situations, I charge a copying fee of \$1.25 per page (and for certain other expenses). The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical Record, you have a right of review (except for information supplied to me confidentially by others), which I will discuss with you upon request.

Your Psychotherapy Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical record and information that is revealed to me by others where I have promised confidentiality. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

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.

Minors & Parents

Patients under 14 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records unless I decide that such access is likely to injure the child, or we agree otherwise. Since parental involvement in therapy is important, it is my policy to request an agreement between a child patient between 14 and 18 and his/her parents allowing me to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. Any other communication will require the child's authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

Mental Health Services

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the mental health professional and patient, 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. Psychotherapy is not like a medical doctor visit. Instead, it 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 we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first session will involve an evaluation of your needs. During this time, I will offer you some first impressions of what our work will include. We can both decide if I am the best person to provide the services you need in order to meet your treatment goals. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them when they arise.

Professional Fees

My fees depend on the services provided. If you have insurance coverage, the amount you pay may vary depending on the coverage. If you are seeing me through a community agency, fees will depend on your agreement with that agency and that agency's agreement with me to provide services to you.

The initial therapy-session is \$135.00. Subsequent therapy-sessions are \$110.00. I charge \$110.00 per hour for other professional services you may need, though I may break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparation of records, forms, or treatment summaries, and the time spent performing any other service you may request of me.

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. I charge \$100.00 per hour for preparation and attendance at any legal proceeding.

(_____)
Client/Guardian Initials

Contacting Me

I am usually in my office between 9 AM and 5 PM. I am often not immediately available by telephone. I probably will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by a secretary or my answering service. I will do my best to return your call on the same day you make it, with the exception of weekends and holidays. In emergencies, if you are unable to reach me and feel that you need immediate assistance, contact your family physician or the emergency room at Dixie Regional Medical Center – phone # (435) 251-1000. If I will be unavailable for an extended time, I have someone who will take emergency calls. If you cannot reach them, follow the emergency procedure above.

Insurance Reimbursement

You -- not your insurance company -- are responsible for full payment of my fees. If, for any reason your insurance company, or other payer source, does not pay, you must. If 90 days lapse without receiving payment from your insurance company you will be asked to pay in full for services rendered to that point in time and at the time of any additional services. It is very important that you find out exactly what mental health services your insurance policy covers. You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator.

Due to the rising costs of health care, 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

