

Services Agreement and HIPAA

This form has three purposes. First, it tells you about my procedures and policies concerning important aspects of your psychotherapy. Please let me know if you have concerns about any of the policies. Your first visit will help me get a general understanding of your situation in order to determine how I might best help you. Because I want you to participate actively in planning your counseling, don't hesitate to ask questions.

Psychotherapy is a way of talking through your problems in order to begin resolving them. You will need to take an active part in psychotherapy by working on and thinking about the things you talk about with your therapist. Psychotherapy has been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and feeling much less distressed. However, there are no guarantees of what you will experience, and at times a psychotherapy session may leave you with unhappy feelings.

Second, this form is an Agreement between you and Wolf Psychological Services. You may revoke (cancel) this Agreement in writing at any time. That revocation will be binding on Wolf Psychological Services PLLC unless I have already relied on this agreement to take action *or* if you have not paid your bill in full.

Finally, this form also contains information about a federal law that affects your privacy rights. This law, called HIPAA (Health Insurance Portability and Accountability Act), regulates the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. HIPAA requires that we give you a Notice of Privacy Practices (the Notice). The Notice, which is attached to this Agreement, explains HIPAA's application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information. Please take home the Notice and read it before your next session; you and your therapist can discuss any questions you may have about it next time.

Appointments

Appointments can be scheduled by calling 734-255-8722. Please leave a message.

If you need to cancel an appointment please notify me at least 24 hours before the session. Ask your therapist to discuss their cancellation policy

Telephone Calls

If you receive my voicemail, please leave a message and I will get back to you within 24 hours.

Emergencies

In emergencies, please call 911 or go to your nearest hospital emergency room. An emergency is generally a situation in which you are in danger of harm or have hurt yourself or someone else.

Confidentiality and Files

The laws governing confidentiality can be quite complex. The attached Notice explains some specific Patient Rights that you have under the HIPAA law. We will maintain a Clinical Record file on your case, which is the property of Wolf Psychological Services PLLC. You may examine and/or receive a copy of your file *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. There may be a charge for writing reports or for copying materials. In most situations, Wolf Psychological Services PLLC can release information about your treatment to others *only* if you sign a written authorization form for each release. However, I am a *mandated reporter* and there are a few situations where I am required to disclose information to authorities. These situations are listed on following pages.

Electronic Communication

1. Risk of using email/texting - The transmission of client information by email and/or texting has a number of risks that clients should consider prior to the use of email and/or texting. These include, but are not limited to, the following risks: a. Email and texts can be circulated, forwarded, stored electronically and on paper, and broadcast to unintended recipients. b. Email and text senders can easily misaddress an email or text and send the information to an undesired recipient. c. Backup copies of emails and texts may exist even after the sender and/or the recipient has deleted his or her copy. d. Employers and on-line services have a right to inspect emails sent through their company systems. e. Emails and texts can be intercepted, altered, forwarded or used

without authorization or detection. f. Email and texts can be used as evidence in court. g. Emails and texts may not be secure and therefore it is possible that the confidentiality of such communications may be breached by a third party. 2. Conditions for the use of email and texts Therapist cannot guarantee but will use reasonable means to maintain security and confidentiality of email and text information sent and received. Therapist is not liable for improper disclosure of confidential information that is not caused by Therapist's intentional misconduct. Clients/Parent's/Legal Guardians must acknowledge and consent to the following conditions: a. Email and texting is not appropriate for urgent or emergency situations. Provider cannot guarantee that any particular email and/or text will be read and responded to within any particular period of time. b. Email and texts should be concise. The client/parent/legal guardian should call and/or schedule an appointment to discuss complex and/or sensitive situations. c. Email messages may be printed and filed into the client's medical record. Texts may be printed and filed as well. d. Provider will not forward client's/parent's/legal guardian's identifiable emails and/or texts without the client's/parent's/legal guardian's written consent, except as authorized by law. e. Clients/parents/legal guardians should not use email or texts for communication of sensitive medical information. f. Provider is not liable for breaches of confidentiality caused by the client or any third party.

Your signature on this agreement is written, advance consent for the following releases of information:

- Your therapist may occasionally find it helpful to consult with other health and mental health professionals about a case. During consultations, your therapist makes every effort to avoid revealing the identity of patients. The other professionals are also legally bound to keep the information confidential. The therapist will note all consultations in your Clinical Record.
- Your therapist may find it helpful to receive or exchange information with your primary care physician or other health and mental health professionals who are currently treating you. Your signature on this Agreement is written, advance consent for me to release information to these professionals. A record of any disclosure will be kept in your Clinical Record.

 Check here if you do NOT wish us to release any information to other mental health and health professional who are currently treating you.

There are some situations where Wolf Psychological Services PLLC is required to disclose information without your consent or authorization

- If a client is clearly likely to seriously harm him/herself, we may be required to take action to prevent self-destruction.
- If there is a clear risk that a client plans to seriously harm another person, we may have a duty to warn the potential victim; or disclose the risk to appropriate public authorities.
- If a therapist suspects that abuse of a child or senior citizen may have taken place, the therapist is required to report the suspected abuse to the Department of Social and Health Services.
- If the client is a minor, younger than age 13, both parents have access to the minor client's complete clinical Record, including Psychotherapy Notes, unless there is a court order prohibiting one of the parents from access.
- 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 counselor-client privilege law. Wolf Psychological Services PLLC cannot provide any information without your (or your personal or legal representative's) written authorization. However, if a court **orders or subpoenas** Wolf Psychological Services PLLC to disclose information, we are required by law to provide it. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information.
- If a client files a complaint or lawsuit against Wolf Psychological Services PLLC or any of its staff, Wolf Psychological Services PLLC may disclose relevant information regarding that patient in order to defend itself.

- If a client files a worker's compensation claim, the client must sign an authorization so that Wolf Psychological Services PLLC may release the information, records, or reports relevant to the claim.
- Wolf Psychological Services PLLC may present disguised case material in seminars, classes, or scientific writings. In this situation all identifying information and Protected Health Information is removed, and client confidentiality and anonymity is maintained.

Please let your therapist know if you are in need of any of the following: vocational, spiritual, legal, educational, cultural assessments and services

Please inform your therapist if you have any infectious disease which may endanger others

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 of Privacy Practices described above. You also understand that you are entering into treatment voluntarily and may discontinue treatment at any time.

X _____
Signature of Client or Responsible Party

Date