

*“Rediscover Your
True Nature”*

Janel Volk Hubbard M.Ed., LPCC, OTR/L

8398 Kinsman Rd
Novelty, Ohio 44072

216-352-0505

Janel Volk Hubbard, LLC

SERVICE AGREEMENT

This Agreement contains important information about my professional services and business policies. It also contains a summary of the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and rights with regard to the use and disclosure of your Protected Health Information (PHI). HIPAA requires that I provide you with a Notice of Privacy Practices. The Notice, which follows 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 no later than our first session. When you provide this signature, 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:

- 1) I have to take action outlined in the limits of confidentiality;
- 2) there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or
- 3) you have not satisfied any financial obligations you have incurred.

COUNSELING PSYCHOTHERAPY SERVICES

Counseling Psychotherapy is a collaborative process between you, me and anyone else you determine to be appropriate. Our first few sessions will focus on exploring the reasons you are seeking services and gathering some pertinent background information. After these first few

sessions, we will discuss more specifically what you hope to accomplish in therapy and options in reaching those goals.

Since you know best what you are hoping to achieve in therapy, through our collaboration we can clarify how best to accomplish that. My philosophy is to view you as a person whose mind, body and spirit are interconnected. We will seek to facilitate balanced and integrated ways of being that nourish you as a whole person. Since I see emotional, spiritual, and physical health challenges as normal human experiences which are impacted by one's way of living and coping, I view these challenges as an opportunity to enhance your health as well as an opportunity for growth.

To meet your unique needs, current scientific findings will be integrated with a creative/intuitive healing process in guiding your work in therapy. There are a variety of services available throughout the community that may be helpful to integrate into your counseling. You are encouraged to explore what combination, if any, might work best for you.

It is most important for you to feel comfortable with your therapist. Should you ever have questions or concerns about our process, please feel free to talk about them. Sometimes the therapist you start with may not feel like the right fit for you. I want to encourage you to express that to me and if you request it, I can help facilitate you finding the right professional that best fits your needs and style.

Counseling psychotherapy can have many benefits and some 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, counseling psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, significant reductions in feelings of distress, improved coping skills and a better sense of well-being. There are no guarantees what you will experience, but we have found you can maximize your success when you put energy into your goals in between the sessions.

SESSIONS

Sessions will normally be 55 minutes in duration. If they are shorter or longer for some reason, the fee will be adjusted according to the quarter hour. Many people meet weekly for the first few sessions then decide on what is the best frequency for them. The frequency can vary depending upon need, schedules and finances.

TELEPHONE CALLS

Your calls are directed to a 24 hour voice mail system. Please leave a message in my confidential voice mail box along with the best time to reach you, and I will call back as soon I am able to during regular business hours. Brief phone calls to change appointments or clarify information are welcome and will not be charged. However, if phone calls are greater than 10 minutes, they will be charged according to the quarter hour.

CLIENTS UNDER THE INFLUENCE

A session will be terminated if you or anyone in the session is suspected to be under the influence of a mood altering substance. You will be responsible and charged for full payment of the normal fee.

CANCELLING APPOINTMENTS

Although it is best therapeutically to keep regular appointments, there may be times when you cannot come in. It is requested that you call the above number at least 24 hours in advance to cancel the appointment. **If you do not cancel more than 24 hours in advance, you will be charged the full normal fee for that session.** The exceptions to that policy are major illnesses, accidents you may be in, and weather that result in our office closing. It is important to note that insurance companies will not reimburse for missed appointments.

FEES

The fee for one 55-minute hour of counseling psychotherapy or consultation is \$130.00. I also charge this amount for other professional services you may need, though I will 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 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, as well as the costs for me consulting with my attorney. Because of the significant time and energy associated with legal involvement, I charge \$250 per hour for preparation and attendance at any legal proceeding.

I request that you pay the whole fee at the end of each session. According to our ethics I am not allowed to barter or have other forms of payment. Also, the bank fee charged will be added to your balance due for each check returned from the bank for insufficient funds. If for some reason you have a balance with me and do not have an appointment scheduled, you will receive a monthly statement for services. Payment is due upon receipt of the statement.

THIRD PARTY/INSURANCE USAGE

I will file insurance claims weekly. Tracking your insurance payment is your primary responsibility. It is advised that you check with your insurance company regarding your coverage. You will want to ask if you are responsible for an annual deductible, how much they will pay per session, and if there is an annual maximum for services received from a non-participating insurance provider for your carrier.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. For example, I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire clinical record, except for counseling psychotherapy notes. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the

information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it. By providing a signature to this Agreement, you agree that I can provide requested information to your carrier. Please be advised that a prompt pay complaint with the Ohio Department of Insurance is a complaint that may become public.

COLLECTIONS

In the unlikely event that you do not reduce your balance in a 60-day period, 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, the nature of services provided, and the amount due. Please note that the collection agency will report your delinquent account to the credit bureau and thus your credit rating may be affected.

CONFIDENTIALITY

There are laws that clarify the privacy of all communications between you and me. In most situations, I can only release information about you if you sign a written authorization form.

There are some situations where I am required to break confidentiality and others that require you provide written, advance consent. Your signature to this Agreement provides consent for those activities, as well as those activities outlined in the Ohio Notice, the attachment specifying the federal and state laws regarding confidentiality.

CLIENT 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 and that are not involved in treatment, payment or health care operations; 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 Ohio Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

Your signature below indicates that you have read the information in this document and agree to its terms. Your signature also serves as an acknowledgement that you have received the HIPAA Notice Form described above.

Client's or Authorized Person's Name (please print)

Client's or Authorized Person's Signature

Date

