

Schaefer Counseling Disclosure Document and Notice of Privacy Practices

Welcome to Schaefer Counseling

Thank you for choosing Schaefer Counseling. Your first appointment will take approximately 60-90 minutes. We realize that starting counseling is a major decision and you may have many questions. This document is intended to inform you of our policies, state and federal laws and your rights. If you have other questions or concerns, please ask and we will try our best to give you all the information you need. At this time Schaefer Counseling has one counselor, Mike Schaefer. Mike received a Master's Degree in Community Counseling from the University of Dayton in 2009, and has been independently licensed since 2012. Mike worked for a private agency in Columbus counseling, adults, adolescents, children, couples and families. Mike also worked for an agency specializing in treatment of Medicaid clients in nursing facilities, where many clients suffer from serious, long-term mental illness. Mike has life experience as a husband and father and has worked in construction, in a corporate office environment and as a self-employed businessman. Mike's life-long interest has been in psychology and the workings of the mind, and made a mid-life change of career to pursue this interest. He began Schaefer Counseling in 2013.

Thank you for being here. Choosing to engage in counseling is often a difficult but important step to improved health. The purpose of this document is to acquaint you with information relevant to treatment, confidentiality and office policies. Your therapist will answer any questions you have regarding any of these policies.

Aims and Goals of therapy:

Since every person is different, counseling needs to be tailored to your specific needs. The main goal of counseling is determined by you and is typically centered on addressing your most pressing concerns. This may involve figuring out what the next step is in your life; or you may feel lost and need to become more grounded; or improving your ability to cope with the problems of daily living; or to deal with inner conflicts which may be disrupting your ability to function as you would like. Every person entering counseling has a unique goal and a unique therapeutic process to accomplish that goal. The therapist is here to aid you in clarifying and pursuing that goal. Steps during the therapeutic process often include the following: increasing personal awareness; increasing personal responsibility; promoting a willingness to change; identification of desires/goals; acceptance of limitations; embracing psychological and/or spiritual healing and growth.

Therapy depends upon your involvement to be effective. You are responsible for providing necessary information to facilitate effective treatment. You are expected to play an active role in your treatment, including working with your therapist to outline your treatment goals and assess your progress. Often people experience increased difficulty shortly after beginning therapy. It is important to work through this resistance to change in order to accomplish the growth you desire. Your progress in therapy often depends on what happens between sessions. This is the real work and focus: to improve your ability to function well in more areas of your life.

Appointments:

Appointments are usually scheduled for 50 minutes. Clients are seen by appointment only according to the schedule of the individual clinician. Sessions are generally weekly or more/less frequently as acuity dictates and you and your therapist agree. You may discontinue treatment at any time, but please

discuss any decisions with your therapist. In the event of an emergency and if you are unable to reach your therapist, you may call your primary care physician, the local emergency room, Netcare, or call 911.

Confidentiality:

Issues discussed in therapy are important and are generally legally protected as both confidential and “privileged.” However, there are limits to the privilege of confidentiality. These situations include:

- 1.) Suspected abuse or neglect of a child, elderly person or a disabled person
- 2.) When your therapist believes you are in danger of harming yourself or another person or you are unable to care for yourself
- 3.) If you report you intend to physically injure someone the law requires therapist to inform that person as well as the legal authorities
- 4.) If your therapist is ordered by a court to release information as part of a legal involvement in company litigation, etc.
- 5.) In natural disasters whereby protected records may become exposed or
- 6.) When otherwise required by law.

You may be asked to sign a Release of Information Form if you wish your therapist to speak with other mental health professionals/physician/family members.

Record Keeping:

A clinical chart is maintained describing your condition and your treatment and progress in treatment, dates of and fees for sessions, and notes describing each therapy session. Your records will not be released without your written consent, unless in those situations as outlined in the Confidentiality section above. Records are locked and kept in a secured location.

Fees:

Fee for the initial visit (90 min) is \$135.00

Each 45-55 minute session thereafter is \$90 per session. Additional fees may be assessed for documents verifying attendance for legal/employment purposes, depending on the requirements of the recipient.

These fees must be paid before letters/forms are released. Consent for Release of Information Form must be filled out before these letters/forms can be transmitted/given to client. There is a \$20.00 fee for one page letters (session verifications, etc.) and \$35.00 fee for forms, letters, etc. that are 2 or more pages. These must be requested AT LEAST 24 hours before they are to be faxed, mailed, given to client. Letters, forms, etc. requested for same day service will be subject to an additional \$15.00 fee.

Payments:

Payment is due at the time of the session unless other arrangements have been made.

Cancellations and Missed Appointments:

Everyone’s time is valuable. We know your time is important and value you desire to engage in the therapeutic process. We make sure that we are available when your appointment is scheduled and will call you with as much notice as possible when your counselor is ill or unable to meet at the scheduled

time. When you are unable to meet at the scheduled time, please call, text, or email to reschedule as soon as you can. You may leave messages 24 hours per day.

Complaints:

You have a right to have your complaints heard and resolved in a timely manner. If you have a complaint about your treatment, your therapist, or any office policy please inform us immediately and discuss the situation.

[mailing address]

Schaefer Counseling

700 Morse Rd. Suite 102

Columbus, OH 43214

Phone/Text: (614) 262-0281

Email: mike@SchaeferCounseling.com

If you do not feel the complaint has been resolved, you may also inform:
Ohio Counselor, Social Worker, and Marriage and Family Therapist Board
50 West Broad Street, Suite 1075
Columbus, OH 43215
Phone (614) 466-0912 -Website: www.cswmft.ohio.gov

Notice of Privacy Practices

This notice describes how health information about you may be used and disclosed and how you can get access to this information. It applies to all protected health information contained in your health records maintained by us. We have the following duties regarding the maintenance, use and disclosure of your health records:

- (1) We are required by law to maintain the privacy of the protected health information in your records and to provide you with this Notice of our legal duties and privacy practices with respect to that information.
- (2) We are required to abide by the terms of this Notice currently in effect.
- (3) We reserve the right to change the terms of this Notice at any time, making the new provisions effective for all health information and records that we have and continue to maintain. All changes in this Notice will be prominently displayed and available as requested and on our website.

There are a number of situations in which we may use or disclose to other persons or entities your confidential health information. Certain uses and disclosures will require you to sign an acknowledgement that you received this Notice of Privacy Practices. These include treatment, payment, and health care operations. Any use or disclosure of your protected health information required for anything other than treatment, payment or health care operations requires you to sign an Authorization.

Certain disclosures that are required by law, or under emergency circumstances, may be made without your Acknowledgement or Authorization. Under any circumstance, we will use or disclose only the minimum amount of information necessary from your medical records to accomplish the intended purpose of the disclosure.

We will attempt in good faith to obtain your signed Acknowledgement that you received this Notice to use and disclose your confidential medical information for the following purposes. These examples are not meant to be exhaustive, but to describe the types of uses and disclosures that may be made by our office once you have provided Consent.

Treatment: We will use your health information to make decisions about the provision, coordination or management of your healthcare, including analyzing or diagnosing your condition and determining the appropriate treatment for that condition. It may also be necessary to share your health information with another mental health care provider whom we need to consult with respect to your care. When this is the case your identity will remain confidential. These are only examples of uses and disclosures of medical information for treatment purposes that may or may not be necessary in your case.

Payment: Since we are currently not on any insurance panels, there should be no situation that requires us to share information about you for the purposes of payment. Any information shared for this reason will be only with your consent.

Operations: Your health records may be used in our business planning and development operations, including improvements in our methods of operation, and general administrative functions. We may also use the information in our overall compliance planning, healthcare review activities, and arranging for legal and auditing functions.

There are certain circumstances under which we may use or disclose your health information without first obtaining your Acknowledgement or Authorization. Those circumstances generally involve public health and oversight activities, law-enforcement activities, judicial and administrative proceedings, and in the event of death. Specifically, we may be required to report to certain agencies information concerning certain communicable diseases, sexually transmitted diseases or HIV/AIDS status. We may also be required to report instances of suspected or documented abuse, neglect or domestic violence. We are required to report to appropriate agencies and law-enforcement officials information that you or another person is in immediate threat of danger to health or safety as a result of violent activity. We must also provide health information when ordered by a court of law to do so. We may contact you from time to time to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you. We will try to speak quietly to you in a manner reasonably calculated to avoid disclosing your health information to others; however, complete privacy may not be possible in this setting.

Others Involved in Your Healthcare: Unless you object, we may disclose to a member of your family, a relative, a close friend or any other person you identify, your protected health information that directly relates to that person's involvement in your health care. If you are unable to agree or object to such a disclosure, we may disclose such information as necessary if we determine that it is in your best interest based on our professional judgment. We may use or disclose protected health information to notify or assist in notifying a family member, personal representative or any other person that is responsible for your care of your location, general condition or death. We may disclose your protected health information to an authorized entity to assist in disaster relief efforts and to coordinate uses and disclosures to family or other individuals involved in your healthcare.

Communication Barriers and Emergencies: We may use and disclose your protected health information if we attempt to obtain consent from you but are unable to do so because of substantial communication barriers and we determine, using professional judgment, that you intend to consent to use or disclosure under the circumstances. We may use or disclose your protected health information in an emergency treatment situation. If this happens, we will try to obtain your consent as soon as reasonably practicable

after the delivery of treatment. If we are required by law or as a matter of necessity to treat you, and we have attempted to obtain your consent but have been unable to obtain your consent, we may still use or disclose your protected health information to treat you.

Except as indicated above, your health information will not be used or disclosed to any other person or entity without your specific Authorization, which may be revoked at any time. In particular, except to the extent disclosure has been made to governmental entities required by law to maintain the confidentiality of the information, information will not be further disclosed to any other person or entity with respect to information concerning mental-health treatment, drug and alcohol abuse, HIV/AIDS or sexually transmitted diseases that may be contained in your health records. We likewise will not disclose your health-record information to an employer for purposes of making employment decisions, to a liability insurer or attorney as a result of injuries sustained in an automobile accident, or to educational authorities, without your written authorization.

You have certain rights regarding your health record information, as follows:

(1) You may request that we restrict the uses and disclosures of your health record information for treatment, payment and operations, or restrictions involving your care or payment related to that care. We are not required to agree to the restriction; however, if we agree, we will comply with it, except with regard to emergencies, disclosure of the information to you, or if we are otherwise required by law to make a full disclosure without restriction.

(2) You have a right to request receipt of confidential communications of your medical information by an alternative means or at an alternative location. If you require such an accommodation, you may be charged a fee for the accommodation and will be required to specify the alternative address or method of contact and how payment will be handled.

(3) You have the right to inspect, copy and request amendments to your health records. Access to your health records will not include psychotherapy notes contained in them, or information compiled in anticipation of or for use in a civil, criminal or administrative action or proceeding to which your access is restricted by law. We will charge a reasonable fee for providing a copy of your health records, or a summary of those records, at your request, which includes the cost of copying, postage, and preparation or an explanation or summary of the information.

(4) All requests for inspection, copying and/or amending information in your health records, and all requests related to your rights under this Notice, must be made in writing and addressed to the Privacy Officer at our address. We will respond to your request in a timely fashion.

(5) You have a limited right to receive an accounting of all disclosures we make to other persons or entities of your health information except for disclosures required for treatment, payment and healthcare operations, disclosures that require an Authorization, disclosure incidental to another permissible use or disclosure, and otherwise as allowed by law. We will not charge you for the first accounting in any twelve-month period; however, we will charge you a reasonable fee for each subsequent request for an accounting within the same twelve-month period.

(6) If this notice was initially provided to you electronically, you have the right to obtain a paper copy of this notice and to take one home with you if you wish.

You may file a written complaint to us or to the Secretary of Health and Human Services if you believe that your privacy rights with respect to confidential information in your health records have been violated. All complaints must be in writing and must be addressed to the Privacy Officer (in the case of complaints to us) or to the person designated by the U.S. Department of Health and Human Services if we cannot resolve your concerns. You will not be retaliated against for filing such a complaint. More information is available about complaints at the government's web site, <http://www.hhs.gov/ocr/hipaa>

All questions concerning this Notice or requests made pursuant to it should be addressed to
Privacy Officer
Schaefer Counseling
700 Morse Rd. Suite 102
Columbus, OH 43214