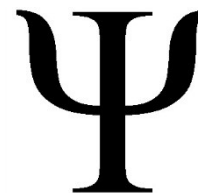


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OUTPATIENT SERVICES CONTRACT (Consent to Treatment and Notice of Privacy Practices)

Welcome to my practice! This document contains important information about my professional services and business policies. It also contains a notice of policies and practices to protect the privacy of your health information. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the particular problems you bring forward. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a visit with a medical doctor. 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 benefits for people who go through it. 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 few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. 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 whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

MEETINGS

Our initial evaluation will usually last from 2 to 4 sessions. After this time, if we decide to continue, I will usually schedule one session per week at a time we agree on. The specific length and frequency of your sessions will depend on our goals and your individual needs. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation (exceptions may be made due to special circumstances).

PROFESSIONAL FEES

My hourly fee is \$_____ per 50 minute session. In addition to weekly appointments, I 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, attendance at meetings with other professionals you have authorized, 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 my professional time even if I am called to testify by another party.

BILLING AND PAYMENTS

Payment is due at the beginning of each session, unless we agree otherwise in advance. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I

may be willing to negotiate a fee adjustment or payment installment plan. In the event of non-payment, I reserve the right to terminate treatment until payment is received.

CONTACTING ME

My practice is part-time, which means that my availability outside of our office sessions is limited. If you have a question or concern that comes up between our meeting times, or if you need to change or cancel an appointment, you can call my number and leave me a message any time. For questions and concerns related to the therapeutic process, we can discuss these matters at our next session. For appointment scheduling issues, I will try to get back to you as soon as I can in order to confirm our next appointment. In some cases, I may be able to provide you with therapeutic services over the phone. However, these special cases will be mutually determined ahead of time, and will be billed at the rates described above. In any case, I am not available for crisis or emergency support or services. In an emergency situation, you should immediately contact 911 or other emergency services and/or go to the nearest hospital.

INSURANCE REIMBURSEMENT

If you plan to use your insurance to help pay for my services, you should let me know in advance of our first meeting. We will work together to confirm with your insurance company the specific parameters of their coverage to ensure prompt and predictable payments. I am happy to assist with clarifying the conditions of your insurance coverage. However, you are ultimately responsible for payment of fees for my services, through insurance and/or private payment.

You should be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis and weekly summaries of the services I provide. Sometimes I will have to provide additional clinical information such as treatment plans or summaries, or (in rare cases) copies of the entire record. 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.

PROFESSIONAL RECORDS

Pursuant to HIPAA, you have the right to know that I keep Protected Health information about you in my professional records. These records take two forms.

The first form is your Clinical Records. The laws and standards of my profession require that I keep treatment records. These records include personal background information (your name, your medical, social, and treatment history), information specifically related to your treatment with me (your reason for seeking therapy, treatment plan, goals for treatment, progress towards goals, outcomes, diagnosis, and prognosis), and records of my interactions with other agencies and professionals (consultations, information I receive from other individuals, professionals, or agencies, billing records, insurance claims, and any other correspondence). You are entitled to receive a copy of your records, or I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. Clients will be charged my regular hourly fee for any professional time spent in responding to information requests. There are exceptional situations involving danger to yourself or others in which I may refuse your request to access to your Clinical Records. However, these situations are very rare, and in such a situation, you have the right of review.

The second form of Protected Health Information I may keep is Psychotherapy Notes. These are notes which I take for my own use in order to assist me in tracking, planning, and providing your treatment. These notes are specially protected under the law-- while insurance companies can request copies of your Clinical Record as a condition of coverage, they cannot request copies of your Psychotherapy Notes. These notes are also given additional protections in other legal situations. Your Psychotherapy Notes are kept separate from your Clinical Record. While you may request a copy of your Psychotherapy Notes, I discourage this. These are my personal notes to aid me in the therapeutic process, and any information you may need or want concerning your treatment with me will almost always be available in the Clinical Record. If you desire documentation beyond the Clinical Record, I suggest that you request a treatment summary, which I will gladly prepare with your specific questions and concerns in mind.

CONFIDENTIALITY

Your personal information and records are protected under the Health Insurance Portability and Accountability Act (HIPAA). In general, the privacy of all communications between a client and a psychotherapist is protected by law, and I can only release information about our work to others with your written permission. However, there are a few important exceptions:

*If you communicate to me a serious threat of physical violence against an identifiable victim, I must make reasonable efforts to communicate the information to the potential victim and the police. If I have reasonable cause to believe that you are in such a condition as to be dangerous to yourself or others, I may release relevant information as necessary to prevent threatened danger.

*There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a client's treatment. For example, if I believe that a child, elderly person, or disabled person is being abused, I must file a report with the appropriate state agency and may be required to provide additional information in the event of an investigation. In California, the recently-enacted AB1775 states that child abuse includes a person who knowingly downloads, streams, or accesses through any electronic or digital media, a film, photograph, videotape, video recording, negative, or slide in which a child is engaged in an act of obscene sexual conduct.

*In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it.

*A government agency conducting health oversight activities may require me to provide certain records to them.

*If you file a complaint or lawsuit against me, I am permitted to disclose relevant information in order to defend myself.

*If I have reasonable cause to believe that a client has been the victim of domestic abuse, I am required to document the basis for my belief in the client's clinical records.

In any of these situations, I will make every effort to fully discuss it with you before taking any action.

Additionally, I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The consultant is 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. However, these consultations will be documented in your clinical record.

CLIENT RIGHTS

Under HIPAA, you are provided certain rights with regard to disclosures of Protected Health Information:

*You have the right to inspect and obtain a copy of your Protected Health Information from my records. This process is described in more detail above.

*In addition to the restrictions required above, you have the right to request additional restrictions on the use and disclosure of your Protected Health Information. However, I am not required to agree to these restrictions.

*You have the right to request an amendment to your Protected Health Information in my records. However, I am not required to agree to your request.

*You have the right to receive confidential communications by alternate means and at alternate locations. For example, if you do not want family or friends to know that you are in therapy, you can request that I not contact you at home.

In addition to these rights, you should know that your rights as a client in therapy include, but are not limited to:

*The right to be informed about my qualifications, including education, experience, and license.

*The right to receive an explanation of the services I offer prior to receipt of services. You also have the right to ask questions about my strategies and methods at any time once treatment has begun, and the right to disallow any specific therapy technique.

*The right to be informed of the limitations of my practice and special areas of expertise.

*The right to be an active participant in determining the structure and focus of your therapy.

*The right to seek a second opinion at any time.

*The right to request copies of Clinical Records to be sent to another mental health professional.

*The right to end therapy at any time.

*The right to contact the appropriate professional organization with doubts or complaints relating to my conduct.

MINORS AND PARENTS

Because privacy in therapy is often crucial to successful progress, particularly with teenagers, and parental involvement is also essential, it is usually my policy to request an agreement with minors (over age 12) and their parents about access to information. This agreement provides that during treatment I will provide parents with only general information about the progress of the treatment, and the client's attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. 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.

Clients under 18 years of age who are not emancipated can consent to psychological services subject to the involvement of their parents or guardian unless the psychotherapist determines that their involvement would be inappropriate. A client over age 12 may consent to psychological services if he or she is mature enough to participate intelligently in such services, and the minor client either would present a danger of serious physical or mental harm to him or herself or others, or is the alleged victim of incest or child abuse. In addition, clients over age 12 may consent to alcohol and drug treatment in some circumstances. However, un-emancipated clients under 18 years of age and their parents should be aware that the law may allow parents to examine their child's treatment records unless I determine that access would have a detrimental effect on my professional relationship with the client, or to his/her physical safety or psychological well-being.

LEGAL DISCLAIMER

While this written summary of confidentiality, exceptions to confidentiality, and client rights should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have at our next meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

Your signature below indicates that you have read and understand the information in this document and agree to abide by its terms during our professional relationship.

(Print Client Name)

(Signature)

Adam Kleinhenz, LCSW _____

(Signature)

If authorizing the treatment of a minor:

I agree to give up my right to review the Clinical Record of my child, _____.

I am aware that I reserve the right to request a summary of treatment provided at any time.

(Print Guardian Name)

(Signature)

My contact information:

Adam Kleinhenz, LCSW
925-222-5279
AdamKLCSW@gmail.com

Office Address:

1303 Jefferson Street, Suite 600A
Napa, CA 94559

Mailing Address:

PO Box 5233
Napa, CA 94581

Remember that I do not provide crisis counseling over the phone. In an emergency situation, you should immediately contact 911 or other emergency services and/or go to the nearest hospital.

Concerns or complaints related to my conduct as a therapist should be directed to:

Board of Behavioral Sciences
1625 North Market Blvd., Suite S200
Sacramento, CA 95834
Telephone: (916) 574-7830 TTY: (800) 326-2297

For additional information, or to file an online complaint, please go to:

www.bbs.ca.gov/consumer