

FEE AGREEMENT
Mike Lacinak LISW

THIS FEE AGREEMENT dated below BETWEEN: _____ **(Responsible Party)**
AND Mike Lacinak LISW.

BACKGROUND:The Responsible Party (RP) is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services in connection with the Client and hereby gives permission to treat same Client (If not RP _____) The Service Provider is agreeable to providing such services to the Client, on the terms and conditions as set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Engagement: The Client hereby agrees to engage the Service Provider to provide the Client with services consisting of Individual, Group or Family Counseling/Therapy, and such other services as the Client and the Service Provider may agree upon from time to time. Full fee: Assessment \$100.00. Psychotherapy sessions: \$100. These fees may be capped by insurance. Client will be responsible for co-pays and deductible and for claims denied.

Term of Agreement: The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until completion of the Services.

Performance: Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation: *Co-payments are due at the beginning of each session. Denied insurance claims are due 10 days after date on client bill.*

Late Penalties: The following penalties will be imposed on the RP for failing to pay the Service Provider in a timely fashion. *A service fee of 2% of the balance per month will be charged for unpaid charges over 60 days old.*

No Show/Late Cancellation Penalties: The appointment time is reserved for the client only. Therefore a charge will be imposed if the client fails to show for a scheduled appointment or does not cancel 24 hours in advance. *The charge for the first time is \$25.00, the second time \$50.00 and the third time \$85.00.* Late cancellations for emergencies can be discussed.

Other Expenses: The Service Provider will be reimbursed for the following expenses incurred by the Service Provider in connection with providing the Services: *Paperwork completed outside of session: \$25.00 per 15 minutes. Written Report for any purpose: \$100.00 including postage. Returned Checks: \$25.00 per occurrence. Phone calls over 10 minutes: \$25.00 per fifteen minutes (Note: phone session may or may not be covered by your insurance). Court Appearance or Conferences with 3rd parties will be charged at \$100 per hour (mileage will not be charged if under 50 miles and hourly billing will begin at the time the provider leaves the office. If mileage is charged it will be at the Federal reimbursement rate).*

Confidentiality: The Service Provider acknowledges that a material term of the Agreement with the Client is to keep confidential information belonging to the Client confidential and protect its release to the public. The Service Provider agrees not to divulge, reveal, report or use, for any purpose, any confidential information which the Service Provider has obtained or which was disclosed to the Service Provider by the Client or RP, except as outlined in a., b., or c., below. The obligation to protect the confidentiality of the Client's confidential information will survive the termination of this Agreement and will continue indefinitely.

The Service Provider may disclose the minimum necessary confidential information:

- a. To a *third party insurance provider* where the Client or RP presents an insurance card/company as a reimbursement source.
- b. To the extent *required by law* or by the request or requirement of any judicial, legislative, administrative or other governmental body. However, the Service Provider will first give notice to the Client or RP of any possible or prospective order (or proceeding pursuant to which any order may result), and the Client or RP will have been afforded a reasonable opportunity to prevent or limit any disclosure.
- c. *In the event* Client or RP *accounts have gone unpaid for 90 days*, the Service Provider may release a copy of this agreement, Client or RP contact information and a copy(s) of any billing sent to the client to a third party collection service. No other confidential information will be released.

Modification of Agreement: Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party. **Governing Law:** It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Ohio, without regard to the jurisdiction in which any action or special proceeding may be instituted.

BY THE CLIENT/PARENT/GUARDIAN SIGNATURE BELOW, the client/parent/guardian has duly executed this Fee Agreement with Mike Lacinak LISW.

Client/Parent/Guardian Signature

Date