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The Center for Therapeutic Services and Psychodiagnostics

OUTPATIENT SERVICES

CLIENT-THERAPIST CONTRACT

Welcome to the Center for Therapeutic Services and Psychodiagnostics. Taking the first step to make change in your life can be challenging and create fear of the unknown. Hopefully, this document will provide some initial information to ease your fears and set the parameters of what to expect. This document contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which was given with this Agreement, explains HIPAA and its 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. When you sign this document, it will represent an agreement between you and our agency about our work together and that you have received HIPAA information. You may revoke this Agreement in writing at any time. That revocation will be binding on us unless we have taken action in reliance on it; if there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred. Please read it carefully and jot down any questions you might have so that you can discuss them with your counselor. When you sign this document, it will represent an agreement between you and our agency and more specifically, with your individual counselor (or child's counselor).

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you bring forward. There are many different methods that may be used to deal with the problems that you hope to address. For example, we may employ testing, assessment, evaluation, or various forms of therapy. Psychotherapy is not like a medical doctor visit. 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 that are talked about both during sessions and at home.

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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. If you are in a relationship, insights may cause you or your partner to dissolve the relationship. 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.

Your first few sessions will involve an evaluation of your needs. By the end of the evaluation, the counselor will be able to offer you some first impressions of priority issues that need to be worked on and will include 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 your counselor. 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 our procedures, you and your counselor should discuss them whenever they arise. If your doubts persist, your counselor will be happy to help you set up a meeting with another mental health professional for a second opinion.

MEETINGS

Our counselors normally conduct an evaluation that will last from 2 to 4 sessions. During this time, you and your counselor can both decide if your therapist is the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, your therapist will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a time agreed on, although some sessions may be longer or more frequent. Couples, family, or consultation may last 1.5 hours or longer. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation [unless you and your therapist both agree that you were unable to attend due to circumstances beyond your control]. If it is possible, your counselor will try to find another time to reschedule the appointment. If you do not call 24 hours in advance to cancel your appointment you will be charged a fee of \$35.00 dollars. Any no-show, no-call appointment will be charged the full session amount of \$150.00. This will include group interventions. It should be noted that most insurance agencies do not reimburse for missed appointments and you will most likely be responsible for this bill.

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PROFESSIONAL FEES

The fee for the first meeting is \$200.00 due to the time it takes for assessment and treatment planning. My hourly fee is \$150.00. In addition to weekly appointments, your therapist will charge this amount for other professional services you may need, though your therapist will break down the hourly cost if s/he works for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 15 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 your therapist or the agency. If you become involved in legal proceedings that require agency/therapist participation, you will be expected to pay for the professional time. Because of the difficulty of legal involvement, our agency charges \$250.00 per hour for preparation and attendance at any legal proceeding with a minimum of 4 hours' time. Fees for workshops and business consultations will vary depending on the specific requirements.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless agreed otherwise or unless you have insurance coverage which requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. I accept cash in exact amount, personal check or credit card. *We also request that a credit card be held on file and outstanding balances be charged to this card.* If your personal check is returned, you will be responsible for all fees associated with check return and there will be a \$25.00 additional charge for the returned check. In circumstances of unusual financial hardship, our agency may be willing to negotiate a fee adjustment or payment installment plan. We will charge a flat processing fee of \$20.00 and \$0.25 cents per page for copies of records.

If your account has not been paid for more than 30 days and arrangements for payment have not been agreed upon, our agency retains the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information our agency releases regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

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INSURANCE REIMBURSEMENT

In order for you and your therapist and our agency to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. Either your therapist or an agency representative will fill out forms and provide you with whatever assistance available in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of fees. It is very important that you find out exactly what mental health services your insurance policy covers. If you should wish to submit for out of network claims, I will be happy to assist in your completion of forms. I cannot guarantee reimbursement, however.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course our agency and your therapist will provide you with whatever information available based on experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, your therapist or agency representative will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow our agency or therapists to provide services to you once your benefits end. If this is the case, your therapist will do their best to find another provider who will help you continue your psychotherapy.

You should also be aware that most insurance companies require you to authorize your therapist and our agency to provide them with a clinical diagnosis. Sometimes we have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will

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probably be stored in a computer. Though all insurance companies claim to keep such information confidential, we 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. We will provide you with a copy of any report our agency or therapist submits, if you request it.

Once we have all of the information about your insurance coverage, you and your therapist will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end the sessions. It is important to remember that you always have the right to pay for services yourself to avoid the problems described above; unless prohibited by contract.

CONTACTING ME

Our therapists are often not immediately available by telephone. Most of our therapists have varied office hours and probably will not answer the phone when they are with a patient. It is up to you and your therapist to go over a personal contact plan that will meet your needs. Additionally, your therapist will go over when they are available to receive phone calls and when they are generally available. When they are unavailable, their telephone is answered by voice mail, that they monitor frequently. They will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform them of some times when you will be available. If you are unable to reach your therapist and feel that you can't wait for them to return your call, contact your family physician or the nearest emergency room. If they are unavailable for an extended time, they will provide you with the name of a colleague to contact, if necessary. If your therapist does not return your call in a timely manner or are away from the office for an extended period of time you are free to call our agency's main line at (815) 344-9443 or (847) 636-4070.

PROFESSIONAL RECORDS

The laws and standards of our profession require that we keep treatment records. You are entitled to receive a copy of your records, or we can prepare a summary for you instead. However, if we believe that seeing these records would be emotionally damaging we will be happy to send them to a mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, we recommend that you review them in the presence of a therapist or trained professional at our

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agency, so that we can discuss the contents. Patients will be charged an appropriate fee for any professional time spent in responding to information requests at the rate of \$30.00 an hour.

MINORS

If you are under 12 years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is our policy to request an agreement from parents that they agree to give up access to your records. If they agree, we will provide them only with general information about the work you and your therapist do together, unless your therapist feels there is a high risk that you will seriously harm yourself or someone else. In this case, your therapist or agency representative will notify them of our concern. We will also provide them with a summary of your treatment when it is complete.

Parents of children between 12 and 18 cannot examine their child's records unless the child consents or unless the therapist finds that there are no compelling reasons for denying the access. Parents are entitled to information concerning their child's current physical and mental condition, diagnosis, treatment needs, services provided, and services needed. Since parental involvement is often crucial to successful treatment, in most cases, your therapist will require that patients between 12 and 18 years of age and their parents enter into an agreement that allows parents access to certain additional treatment information. If everyone agrees, during treatment, your therapist will provide parents with general information about the progress of their child's treatment, and his/her attendance at scheduled sessions. We will also provide parents with a summary of treatment when it is complete. Any other communication will require the child's Authorization, unless we feel that the child is in danger or is a danger to someone else, in which case, the therapist will notify the parents of this concern.

Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have. Before giving parents any information, we will discuss the matter with you, if possible, and do our best to handle any objections you may have with what we are prepared to discuss.

CONFIDENTIALITY

In general, the privacy of all communications between a patient and a psychologist is protected by law, and we can only release information about the work you do with your therapist to others with

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your written permission. But there are a few exceptions, such as HIPAA and also the following exceptions.

- In most legal proceedings, you have the right to prevent our agency 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 testimony if he/she determines that the issues demand it.
- There are some situations in which we are legally obligated to take action to protect others from harm, even if we have to reveal some information about a patient's treatment. For example, if we believe that a child, elderly person, or disabled person is being abused, neglect, or exploited, we must file a report with the appropriate state agency.
- You should be aware that we practice with other mental health professionals and that we may employ administrative staff. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, consultation, supervision, and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality.
- If you are involved in a court proceeding and a request is made for information concerning the professional services we provided you, such information is protected by the psychologist-patient privilege law. We cannot provide any information without your or your legal representative's written authorization, or a court order. 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 government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If a patient files a worker's compensation claim, and we are providing services related to that claim, we must, upon appropriate request, provide appropriate reports to the Workers Compensation Commission or the insurer. This is also the case the Employee Assistance Programs whereby we have to report certain information regarding your treatment (attendance to sessions, following recommendations, etc...).
- If a patient files a complaint or lawsuit against our agency or your therapist, we may disclose relevant information regarding that patient in order to defend ourselves and your therapist.

Extremely important exceptions include:

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- If we have reason to believe that a child under 18, or one who is mentally challenged or developmentally delayed (21 years or younger) who we have examined is or has been the victim of injury, sexual abuse, neglect or deprivation of necessary medical treatment, the law requires that we file a report with the appropriate government agency. Once such a report is filed, we may be required to provide additional information.
- If we have reason to believe that any adult patient who is either vulnerable and/or incapacitated and who has been the victim of abuse, neglect or financial exploitation, the law requires that we file a report with the appropriate state official, usually a protective services worker. Once such a report is filed, we may be required to provide additional information.
- If a patient communicates an explicit threat of imminent serious physical harm to a clearly identified or identifiable victim, and we believe that the patient has the intent and ability to carry out such threat, we must take protective actions that may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.
- If the patient threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

These situations have rarely occurred in our practice. If a similar situation occurs, we will make every effort to fully discuss it with you before taking any action, unless it is not indicated or an emergency situation.

We may occasionally find it helpful to consult other professionals about a case. During a consultation, we make every effort to avoid revealing the identity of our patients. The consultant is also legally bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless we feel that it is important to our work together. Our Practice may also utilize a billing service, and periodically employs the services of other professionals such as accountants and lawyers. All staff members at each of these agencies is also bound to protect your privacy and have agreed not to release any information outside our practice and within their own agency.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss any questions or concerns that you may have at your next meeting. We will be happy to discuss these issues with you if you need

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specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and we are not attorneys.

HIPAA

You should be aware that, pursuant to HIPAA, we can possibly keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that we receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and others or where information has been supplied to us by others confidentially, you may examine and/or receive a copy of your Clinical Record, if you request it in writing.

Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most situations, we are allowed to charge a copying fee of \$1.00 per page (and for certain other expenses). The exceptions to this policy are contained in the attached Notice Form. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request. In addition, we may also keep a set of psychotherapy notes. These notes are for your therapist's own use and are designed to assist them in providing you with the best treatment. While the contents of psychotherapy notes vary from client to client, they can include the contents of your conversations, your therapist's analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to your therapist that is not required to be included in your Clinical Record. These psychotherapy notes, if kept, are separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your written, signed Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal.

PATIENT RIGHTS

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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 we 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; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. We 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 abide by its terms during your professional relationship with our agency.

Client Name (Printed)

Date

Signature

Parent/Guardian Name (Printed)

Date

Parent/Guardian Signature

Name/Signature of Person Providing to Client

Date

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CREDIT CARD AUTHORIZATION FORM

Because there are times that our clients may not pay at the time of sessions (e.g. forgotten checkbooks, minors coming to therapy without parents, etc.), we ask that you provide us with a credit card number to keep on file, to which any unpaid balance may be charged on a monthly basis.

I, _____, authorize the Center for Therapeutic Services and Psychodiagnostics and its authorized contractors to keep my signature on file and to charge my credit card as outlined above. I understand that this form is valid for one year unless I cancel the authorization through written notice to the health care provider.

PATIENT NAME

CARDHOLDER NAME

BILLING ADDRESS

CITY STATE ZIP

CIRCLE CREDIT CARD TYPE: MASTERCARD VISA

CREDIT CARD NUMBER

EXPIRATION DATE V-CODE

CARDHOLDER SIGNATURE

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TODAY'S DATE

Signature/Name of Person Providing Form to Client