

PSYCHOTHERAPIST-CLIENT SERVICES AGREEMENT

Welcome to my practice. I am in the independent practice of psychology although I share office space with a number of other therapists. This document contains important information about my professional services and business policies. It also includes summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and client 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. The North Carolina Privacy Notice Form, a separate document that accompanies 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.

Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions that you have about either of these documents. When you sign that you have read and understand this Psychotherapist-Client Services Agreement, it will constitute a binding agreement between us.

PSYCHOLOGICAL SERVICES

The psychological services I provide emphasize evaluation and psychotherapy. For a psychologist, evaluations range in length and complexity from a series of interviews to formal testing that includes administration of standardized tests. These tests are structured methods including questionnaires, cognitive tasks, and more open-ended tasks like telling stories in response to pictures. Psychologists then compare an individual's responses with general population trends to help describe an individual's strengths, needs, and concerns. While not all evaluations include testing, evaluations form the basis for planning interventions (e.g. psychological or medical treatment) or making other important decisions.

Psychotherapy is not easily described in general statements. It can vary depending upon the personality of both the therapist and the client, and upon the particular problems that the client brings. There are a number of different approaches that can be used to address the problems you hope to resolve. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work both during and between our sessions.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your history, you may experience uncomfortable feelings like sadness, guilt, anxiety, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have significant benefits for many 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 initial impressions of what our work together might involve, if you decide to continue with therapy, and an initial treatment plan. I ask that you evaluate this information along with your own opinions about 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 the procedures and interventions that I use, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you in securing an appropriate consultation with another mental health professional.

APPOINTMENTS

My typical practice is to conduct an evaluation, which will last from 1 to 2 sessions. If we begin psychotherapy, I will usually schedule one fifty-minute session per week at a time we agree on, although sometimes sessions will be longer or more frequent. Once this appointment hour is scheduled, that time is set aside for you and cannot be given to any other client. Therefore, you will be expected to pay for it unless you provide twenty-four hours advance notice of cancellation. Appointments may be canceled by leaving a message on my voice mail or sending me an email at office@drlitarussell.com (see below, at Contacting Me section, for policies regarding email and electronic communication.) If you need to reschedule your appointment, I will do my best to offer you an alternative appointment time. Please note that insurance companies do not cover missed sessions or late cancellations, and you will be expected to pay in full at the time of the next scheduled session.

PROFESSIONAL FEES

My usual and customary fees are as follows:

60-minute diagnostic evaluation session	\$170
45-50 minute individual psychotherapy session	130
60-minute psychotherapy session	150
60-minute psychological testing	150
Telephone calls >10 minutes - prorated per hour	150
Report writing – prorated per hour	150
Court preparation and proceedings – per hour	250

BILLING & PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise. If you have health insurance coverage, I will expect payment of your co-payment or co-insurance at each session, unless we agree otherwise. With your authorization, I will file with your health insurance company to seek their portion of payment due for each session.

Payment can be made by cash, check, or credit card (i.e., VISA, MasterCard, American Express, Health Savings Account cards). Please note that a service fee of 2.75% to 3.5% is added to your bill for credit card payments. Payment schedules will be discussed when requested.

I charge interest at 1.5% per month on unpaid balances. If your balance goes 90 days without payment, and I have repeatedly asked you to pay and offered extended payment schedules, I have the option of using legal means to secure 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. If such legal action is necessary, its costs will be included in the claim.

HEALTH INSURANCE AND REIMBURSEMENT

Health insurance policies typically provide some coverage for mental health treatment. However, your health insurance policy may or may not cover each of the services that I provide. It will be important for you to review your policy carefully, and be aware of the benefits involved, including deductible, co-insurance or copay information, and number of sessions available. Some insurance plans require approval for more therapy after a certain number of sessions.

If you have any questions, you should call your plan and inquire. I will provide you with whatever information I can based on my experience, and will be happy to try to assist you in deciphering the information you receive from your insurance company. If necessary to resolve confusion, I am willing to call the insurance company on your behalf. I will also provide you with whatever assistance I can in facilitating your receipt of the benefits to which you are entitled, including filling out forms as appropriate. However, you, and NOT your insurance company, are ultimately responsible for full payment of the fee that we have agreed to.

You should be aware that most insurance company agreements require you to authorize me to provide a diagnosis, and sometimes additional clinical information such as a treatment plan or summary, a written testing report, or, in rare cases the entire record. In such situations, I will make every effort to release the minimum information about you that is necessary for the requested purpose. This information will become part of the insurance company files. While insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. If you request it, I will provide you with a copy of any report that I submit to your health insurance company. It is important to remember that you always have the right to pay for my services yourself and avoid the complexities that are described above.

CONTACTING ME

I am most often not available immediately by phone. At any time, you may call my voice mail at (919) 601-7985 and leave a message for me. I check my voice mail frequently each weekday, and I will return your call as soon as I am able. I will make every effort to return your call on the same day you make it with the exception of weekends and holidays. While phone calls under ten minutes are not billed, there will be a charge for lengthier phone calls and payment will be due at the next scheduled session.

The security of email and other electronic communication, unfortunately, cannot be guaranteed. I will use email strictly for the use of scheduling and canceling appointments. My email address, for scheduling issues only, is office@drilitarusell.com. Please note that I will not respond to clinical information or questions about the content of your therapy by email. I will discuss such issues by phone or in session.

By using email with me, you indicate that you are aware of the possibility that our messages may become available for viewing by someone other than us and you accept this risk. By using email with

me, you accept the risk that any client sensitive or confidential information that you choose to send may become available for viewing by someone other than us. I recommend that you only send information to me via electronic communication that you are comfortable sharing with the general public, and if you choose not to follow this recommendation, you do so at your own risk.

If you are experiencing a clinical emergency, you can contact me by pager at (919) 873-3765. If I have not returned your page within an hour, please page me again. If you cannot wait for me to return your page, you should contact your family physician or psychiatrist, or go to the nearest hospital emergency department and ask for the psychiatrist on call. If you are experiencing a life-threatening emergency, you should call 911 or go to your nearest emergency room.

If I am unavailable by pager, I will leave this information on my voice mail message. If I am unavailable for an extended time, I will provide you with the name and phone number of a trusted colleague whom you can contact if necessary, though it is important to know that another mental health professional may have policies and communication standards that are different from mine.

LIMITS ON CONFIDENTIALITY

In general, the law protects the privacy of communication between a client and a psychologist. In most situations, I can only release information about our work to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. However, there are a number of exceptions when I am legally obligated to take action, and I may have to reveal some information about a client's treatment.

- Child Abuse/Adult and Domestic Abuse. If I believe that a child, an elderly person, or a disabled person is being abused or neglected, I must file a report with the county Department of Social Services. If asked by the Director of Social Services to turn over information from your records relevant to a child protective services investigation, I must do so.
- Judicial or Administrative Proceedings. If you are involved in a court proceeding and a request is made for information concerning the professional services that I have provided you, such information is protected by the psychologist-client privilege law. I cannot provide any information without your written authorization or a court order. However, in North Carolina, a judge may compel my testimony and/or require me to produce treatment records (even over your objections) if the judge determines that the interests of justice require this.
- Serious Threat to Health or Safety. If I believe that a client presents an imminent danger to his/her health or safety or the health and safety of another, I may be required to disclose information in order to take protective actions, including initiating hospitalization, warning the potential victim, if identifiable, and calling the police.

There are other situations, which are unusual in my practice, where I am permitted or required to disclose information without either your consent or Authorization. This includes cases involving worker's compensation, health oversight, and narrowly-defined disclosures to a government agency.

I occasionally find it helpful to consult about a case with other professionals. 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. Unless you object, I will not tell you about these consultations unless I feel that is important to our work together.

WHEN A MINOR IS THE IDENTIFIED CLIENT

If you are under eighteen years of age, please be aware that the law may provide your parents with the right to access your treatment records. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objection you may have about what I am prepared to discuss. If I feel there is a high risk that you will seriously harm yourself or someone else, I will notify your parents of my concern. In order for a child or adolescent to feel free to discuss matters in psychotherapy, I tend not to tell parents exactly what their child tells me. While I will talk with parents about general concerns being addressed in treatment, children and adolescents must be able to speak freely for psychotherapy to be effective.

PROFESSIONAL RECORDS

In accordance with HIPAA, I am required to keep Protected Health Information (PHI) in a professional clinical record. You are entitled to examine and/or receive a copy of this record, if you make such requests in writing, except in unusual circumstances that involve danger to yourself and/or others. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health profession so you can discuss the contents. Clients will be charged an appropriate fee for any professional time spent in preparing information requests.

CLIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of PHI. In addition, you have the right to restrict disclosures to your insurance carrier when you have paid for your care out-of-pocket, and you have the right to be notified if there is a breach of your unsecured PHI.

I am happy to discuss any of these rights and protections with you, as well as limits on confidentiality and any questions you may have regarding my office policies and procedures.

Your signature on the Psychotherapist-Client Services Agreement and Acknowledgement Form, which will be provided to you, indicates that you have fully read and understand the contents of this document, Psychotherapist-Client Services Agreement, and agree to abide by its terms during our professional relationship.

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