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### PSYCHOTHERAPY TREATMENT AGREEMENT

Welcome to my practice. This document is designed to inform you about what you can expect from me regarding confidentiality, ethics, emergencies, and several other details regarding your treatment. Please read it carefully. Write down any questions you have so that we can discuss them when we meet. ***When you sign this document, it will represent an agreement between us. Please initial each page to verify that you read the document thoroughly.***

#### PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist, client, and the particular problems you discuss. I may use a number of different approaches to address your needs. Psychotherapy is not like a medical visit. It calls for a very active, ongoing effort on your part. For the therapy to be most successful, you need to work on treatment activities both during our sessions and at home. You can find additional information about my background and theoretical approach to counseling by visiting my website at [drgaylerobbins.com](http://drgaylerobbins.com).

Psychotherapy can have benefits and risks. Since therapy often involves exploring unpleasant aspects of your life, you may experience uncomfortable feelings such as sadness, guilt, frustration, loneliness, and helplessness. On the other hand, psychotherapy has many benefits such as better interpersonal relationships, solutions to specific problems, and significant reductions in emotional distress. However, there are no guarantees of what you will experience. Length of treatment will vary depending on your specific needs.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will offer 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 and decide if you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy. It's important to be very careful about the therapist you select. If you have questions about your treatment, we can discuss them as they arise. If your doubts persist, I will be happy to help you refer you or provide referrals to another mental health professional.

#### MEETINGS

I normally conduct an evaluation during the first 2 to 4 sessions. We will work collaboratively to decide if I am the best person to meet your needs. If psychotherapy is agreed upon, I usually schedule one 45-50 minute session depending on insurance (one appointment hour of 45-50 minutes duration) per week. Some sessions may be longer or be more frequent. Once an appointment is scheduled you will be expected to pay for it unless you provide **24 hours advance notice of cancellation** (see late cancellation fee in the "Professional Fees")

section of this agreement). An exception to the fee may occur if you miss a session due to circumstances beyond your control. If requested, I will try to find another time to reschedule the appointment.

**Formal Psychological Assessment** involves different scheduling procedures. Such assessments require longer sessions and additional time. I will discuss the process and implications of scheduling with you if we decide such assessment is appropriate.

I maintain a very busy practice and often operate with a waiting list of people wanting to see me. Therefore, if you are unable to keep your appointment for 2-3 sessions in a row or I do not hear from you, I will need to give your appointment slot to another client. If I have not heard from you or seen you within six months, I will close your record. You are free to return and resume treatment when it is more convenient for you. Please be aware you may have to wait before we can schedule a session, depending on my caseload.

## **PROFESSIONAL FEES**

I charge \$160.00 for the first Intake session. My hourly fee for subsequent sessions is \$140.00. I charge for a variety of other professional services such as report writing, telephone conversations lasting longer than 15 minutes, frequent or recurring phone conversations, consultations with other professionals you have authorized, preparation of records or treatment summaries, and other professional services. Cost for such services is listed on the **Fee Schedule**. 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. Because of potential difficulties of legal involvement, I charge \$300.00 per hour for preparation and travel to a legal proceeding. Formal psychological assessment is a different service with varying fees depending on the complexity of the assessment needed and questions to be addressed. However, I charge a base fee of \$500.00 which **must be paid before the start of the assessment**. A separate policy and fee schedule will be reviewed should this be needed. **Formal reports and written documents will be provided to you once payment of services rendered to you is complete**. Additional fees are also associated with the completion of special forms (e.g., return to work, verification of disability). My fee schedule is posted on my webpage. You may also request a copy from my receptionist.

**Appointments not cancelled within 24 hours of the scheduled time may accrue a late cancellation fee of up to the full rate of \$140.00 The late fee is a direct fee to you and is not covered by insurance. You are encouraged to talk with me further about late cancellations and no-show charges.**

## **BILLING AND PAYMENTS**

**You will be expected to pay for each session before your appointment with me.** In rare circumstances, other arrangements may be made. **If we are submitting claims to your insurance, your co-pays or co-insurances are due at the time of service.** 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 plan. Please understand due to contractual agreements with third-party payers, I am only allowed to make adjustments for a small percentage of my clients. Any adjustments made are at my discretion.


I accept cash, checks, and debit/credit card payment. Any returned checks or denied credit card payments will accrue a fee of \$35.

If you have an outstanding balance for any reason, you are responsible for payment of services upon receipt of a statement detailing the charges owed. If your account has not been paid after 90 days, 3% monthly interest on the outstanding balance may be applied each month. If no payment is made or arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve

hiring a collection agency or going through small claims court. If legal action is necessary, the costs will be included in the claim. 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. It is within my legal rights to release such information to collect payment.

## **REIMBURSEMENT**

Some insurance companies consider me in-network and others consider me out-of-network. As a courtesy, I will submit a bill to any in-network insurance company. When working with out-of-network insurance companies, I expect full payment from you at the time of the session, unless other arrangements are made in advance. If I am not in your insurance network you may submit my bill (called a "Superbill") to your insurance company for possible reimbursement at the out-of-network rate. Please note that some companies do not reimburse for any out-of-network providers. **You are responsible for any charges not covered by your insurance.**

I or my office manager will submit insurance claims on your behalf for in-network insurance companies. We will assist you as best we can to obtain the benefits to which you are entitled. However, you (not your insurance company) are responsible for payment of my fees whether in-network or out-of-network. **It is very important that you find out exactly what mental health services your insurance policy covers prior to treatment.** By signing this form, you agree to allow us to submit bills to your insurance. Please initial in the box on the right to confirm you read this statement and grant us permission to bill your insurance. 

You should carefully read the section in your insurance coverage booklet or on-line policy that describes mental health services. If you have questions about the coverage, call your plan administrator. I will provide you with whatever support I can based on my experience and will happily help you to understand the information you receive to the extent I am able. If it is necessary to clear confusion, I may call the company on your behalf. **Please be aware that I am not an agent of any insurance company. I offer only advice, not information, specific to your policy.**

Due to the rising costs of health care, insurance benefits have become increasingly 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. These plans may be limited to short-term treatment 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 much can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end. Certain managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy. Other insurance plans use a secondary company to manage mental health care (called a "carve-out"). Although I may be in-network for your main insurance plan, I may not be covered by your mental health plan, and would be considered out-of-network. I can see you as an out-of-network provider for the cost of services (\$140.00 per session) or help you with referrals to in-network providers in the area.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I 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 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 released to them. A few insurance companies 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. Under HIPAA (see the notice of Privacy Practices provided with your other forms and posted on my webpage) you have the right to pay for a session, in full, out-of-pocket at the time of service and have information from that session withheld from release to your insurance company.

**I require submission of billing information at least two days prior to your initial appointment.** This provides sufficient time for my support staff to verify coverage. If I find an unexpected concern regarding your plan (e.g. deductible, carve-out). I will attempt to call you prior to your appointment and inform you of the expected charges. Insurance companies are not held legally accountable for misinformation in the State of Georgia, therefore are not required to provide accurate coverage information before the claim is submitted. I am not responsible for misinformation provided by the insurance company.

Once we have all the information about your insurance coverage, we 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 our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above (unless prohibited by my contract with the insurance provider).

## **CONTACTING ME**

I am typically not immediately available by telephone. While I am usually in my office between 9 AM and 5 PM, most of that time I am with a client and unable to answer my phone. When I am unavailable, my telephone is answered by voice mail. During business hours, you may reach the receptionist by calling (706) 850-9640. I 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 me of some times when you will be available by phone. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room for assessment. If you are experiencing a life-threatening emergency call 911 or the national or local crisis line (1-800-715-4225). If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

Electronic means of communication are covered in my Electronic Communication Agreement. You are also required to read and sign this document. As disclosed in that document, I may communicate with you through a HIPAA compliant text messaging system called *TigerText*. Please be sure to read the policy on Electronic Communication to obtain further information about the use of this secure communication system.

## **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of the records unless I believe that seeing them would be emotionally damaging. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. I recommend that you review them with me to discuss the contents. I will also be happy to send them to a mental health professional of your choice to review with you. Clients will be charged an appropriate fee for any time spent in preparing the information you request. You should be aware that pursuant to HIPAA, I keep protected health information about you in two sets of professional records. One set constitutes your clinical record which is accessible by request and authorization for review by insurance companies and others. The second set constitutes your psychotherapy notes and includes particularly sensitive information discussed during a session and my interpretations of the information. Psychotherapy notes are not required to be included in your clinical record and therefore are not available for review, except in very unusual circumstances.

My records and billing services are done through an electronic health record system (EHR) called *TherapyNotes*. I have a legally binding, HIPAA compliant agreement with *TherapyNotes* to maintain the security of your protected health information.

## **MINORS**

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they give up full access to your records. Under such an agreement I provide only general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. If I suspect such risk I will notify them of my concern. I will also provide them with a summary of your treatment when it is complete. I make efforts to discuss such matters with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

## **CONFIDENTIALITY**

In general, the privacy of all communications between a client and a psychologist is protected by law. I can only release information about our work to others with your written permission. However, there are a few exceptions.

If you are involved in a court proceeding and a subpoena is received for information concerning my professional services, such information is protected by the psychologist-client privilege law. I cannot provide any information without your written authorization, or a court order issued by a judge. If you are involved in or are contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information. 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.

If a government agency is requesting information for health oversight, I may be required to provide it for them. If a client files a workers compensation claim, and I am providing treatment related to the claim, I must, upon appropriate request, furnish copies of all medical reports and bills.

If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.

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 or neglected, I must file a report with the police and the appropriate state agency.

If I believe that a client is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. If the client expresses self-harming intentions, I may be obligated to seek hospitalization or to contact family members or others who can help provide protection.

These situations have rarely occurred in my practice. If a situation occurs, I will make every effort to fully discuss it with you before taking any action.

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. This is standard practice within our field.

I work with a group of independent mental health professionals sharing office space. We each practice independently as solo practitioners and share certain expenses and administrative functions. All of the mental health professionals are bound by the same rules of confidentiality. While we share office space, I want you to know that I am completely independent in providing you with clinical services and I alone am fully responsible

for those services. Although we use the same electronic health system, records are kept separately. Members of the group may have access to them for administrative or clinical reasons on a need to know or crisis basis. As solo practitioners, others in the office will not have access to detailed psychotherapy information without your specific, written permission. We meet weekly for professional consultation. Any consultations regarding specific clients are done anonymously.

I also employ a business manager and a receptionist to assist with billing, scheduling, and insurance matters. Both have been trained in mental health privilege and confidentiality. They are strictly prohibited from disclosing any information not necessary to their work under Federal and State law. If you have questions or concerns about their access to information, please let me know.

While this written summary of exceptions to confidentiality should be 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.

### **Client Rights**

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 I 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 my policies and procedures recorded in your records; and the right to a paper copy of this Agreement. Please see the Notice of Policies and Practices form that explains my privacy policies and procedures. I am happy to discuss any of these rights with you.

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

\_\_\_\_\_  
Client (Guardian) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinician Signature

\_\_\_\_\_  
Date

**For personal reasons I decided to read the policies and procedures online rather than print them out or obtain a paper copy. My signature on this page of the Informed Consent & Policy Statement constitutes my agreement to the policies and forms posted on your website.**

**I acknowledge I have read and signed the separate Notice of Policies and Practices agreement.**

Client/Guardian declined copy of this document

Client/Guardian received copy of this document