

# The Being Place—where humans can learn healthier ways of being

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## PSYCHOTHERAPIST-CLIENT SERVICES AGREEMENT

Welcome to The Being Place. 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 new patient/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. 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 is attached to this Agreement, explains HIPAA and its application to your Personal Health Information in greater detail. **The law requires we obtain your signature acknowledging we have provided you with this information.** Although these documents are long and sometimes complex, it is important you read them carefully before our session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. 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.

## **PSYCHOTHERAPY SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist and client, and the particular problems you are experiencing. There are many different methods we may use to deal with the problems you hope to address. 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 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 many benefits. 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 usually involve an evaluation of your needs. By the end of the evaluation, we 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 us. Therapy involves a large commitment of time, money, and energy, so you should be thoughtful about the therapist you select. If you have questions about the procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

## **MEETINGS**

We normally conduct an evaluation that lasts from 2 to 4 sessions. If psychotherapy is begun, we will usually schedule one 45-50 minute session weekly or biweekly at a time we agree on, although some sessions may be longer or more or less frequent. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24-hour advance notice of cancellation [unless we both agree you were unable to attend due to circumstances beyond your control].** It is important to note insurance companies do not provide reimbursement for cancelled sessions. (See Cancellations fees in Fee Section.).

## **CONTACTING US**

Due to our work schedule, we are often not immediately available by telephone. When we are unavailable, our office staff or a confidential voice mail service answers our telephone. We 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 us of some times when you will be available. Instructions and information for contacting crisis hotlines and 911 for emergency calls are given on the outgoing message of The Being Place (832-212-0358). Your local emergency room or law enforcement agency can provide emergency help if the crisis is acute or immediate. Scheduling and canceling of appointments are handled through the same number. You may leave a message on the confidential voice mail to cancel appointments. Please include your name, the appointment time and a contact phone number.

## PROFESSIONAL FEES

Your health insurance may cover all or part of the fees and we will work with you to facilitate the exchange of information with your insurance company for payment. **However, you are ultimately responsible for all fees incurred.** You should contact your health insurance company or consult with the therapist for additional information. Each client is responsible for payment for services rendered the day of the appointment. In circumstances of extreme financial hardship, we may be willing to negotiate a fee adjustment or installment payment plan.

Type of Service	Professional fees
Initial Appointment	\$125.00
30 minute Psychotherapy Session	\$62.00
45-minute Psychotherapy Session	\$150.00
60-minute Psychotherapy session	\$175.00
Psychological testing	\$200.00 per hour

### INSURANCE COMPANIES DO NOT COVER THE FOLLOWING SERVICES/CHARGES

Type of Service	Professional fees
School staffing attendance	\$75 an hour
Late (less than 24-hour notice) for cancellation	\$100
Court appearance on behalf of client	\$300/ hour, four-hour minimum, plus travel and other misc. expenses
Court-ordered assessments	\$150
Mediation	\$150/hour per party, four-hour minimum

We also charge \$125 per hour for other professional services you may need, although we will break down the hourly cost if we work for periods of less than one hour. These Other Services include report writing, telephone conversations lasting longer than five minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of your psychotherapist. If you become involved in legal proceedings that require our participation, you will be expected to pay for all of our professional time, including preparation and transportation costs and time, even if we are called to testify by another party.

## LIMITS ON CONFIDENTIALITY

We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of the client. The other professionals are also legally bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless we believe that it is important to our work together. We will note all consultation in your Clinical Record which is called "PHI" (Protected Health Information). The attached "[Notice of Psychotherapist's Policies to Protect the Privacy of Your Health Information](#)" is yours to keep. You May also have a copy of this document if you request it.

The Law protects the privacy of all communications between a client and a psychotherapist. In most situations, we can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA and/or Texas law. However, in the following situations, no authorization is required:

- You should be aware that we practice with other mental health professionals and that we 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, quality assurance, and transcription of reports. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without your written consent as well as the permission of the professionally licensed staff member.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a client 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.
- If you are involved in a court proceeding and a request is made for information concerning the professional services we provided, such information is protected by the therapist-patient privilege law. We cannot provide any information without your written authorization, or a court order signed by a judge. 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 client files a complaint or lawsuit against us, we may disclose relevant information regarding that client in order to establish any necessary legal defense.

- If a client files a worker's compensation claim, we must, upon appropriate request, provide any information concerning the employee's physical or mental condition relative to the claim as required by law.

There are some situations in which we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a patient's treatment. These situations are unusual in our practice.

- If we have reasonable cause to believe that child we have provided professional services to has been abused or if we suspect that a dependent adult has been abused, the law requires that we file a report with the appropriate government agency, usually the Child Protective Services of the state of Texas. Once such a report is filed, we may be required to provide additional information.
- If a client communicates an imminent threat of serious physical harm to an identifiable victim, we may be required to disclose information in order to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. This is our required "Duty to Warn/Protect."
- If a client communicates an imminent threat of serious physical harm to him/herself, we may be required to disclose information in order to take protective actions. These actions may include initiating hospitalization or contacting family members or others who can assist in providing protection. This also is our required "Duty to Warn/Protect."

If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit our disclosure to what is necessary.

While the written summary of exceptions to confidentiality should prove helpful in informing you about potential problems it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

### **E-MAILING/FAXING**

You should also be aware that neither e-mailing nor faxing information to us is secure or confidential and your information could be read by others. Your signing this document indicates that you know this and accept this limitation of confidentiality should you decide to either fax or e-mail us. If we return an e-mail to you about routine, non-clinical, or clinical information we will reply to your email in an unencrypted format as we do not have a way to encrypt our email service. Your signature at the end of this document indicates you understand this limit to confidentiality.

### **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, we keep Protected Health Information (PHI) about you in our professional records. The Clinical Record 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 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 makes reference to another person (unless such other person is a health care provider) and we believe that access is reasonably likely to cause substantial harm to such other person [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 you initially review them in our presence, or have them forwarded to another mental health professional so you can discuss the contents. The exceptions to this policy are contained in the attached Notice Form. If we refuse your request for access to your Clinical Records, you have a right of review [except for information supplied to us confidentially by others], which we will discuss with you upon request.

### **PATIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your clinical records and disclosures of protected health information. These rights include requesting that we amend your record; requesting restrictions on what information from your Clinical Records 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 will be happy to discuss any of these right with you at your request, at any time.

### **MINORS AND PARENTS**

Clients under 18 years of age (who are not emancipated) and their parents should be aware that the law may allow both parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is our policy to request an agreement from parents they consent to give up their access to their child's records. If they agree, during treatment, we will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. We will also provide parents

with a summary of their treatment when it is complete. Any other communication will require the minor client's Authorization, unless we feel they are in danger or a danger to someone else, in which case, we will notify the client's parents of our concern. Before giving parents any information, we will discuss the matter with the minor client, if possible, and do our best to handle any objections the minor client may have. If, however, in the psychotherapist's opinion the minor client is engaged in circumstances that pose a serious threat to health or safety, the parents of the minor client will be notified so that action can be taken to help keep the minor safe during the course of the psychotherapy.

**INSURANCE REIMBURSEMENT**

In order for us 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. We will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, **you** (not your insurance company) are responsible for full payment of our fees. It is very important that you find out exactly what mental health services your insurance policy covers.

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 pre-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 much can be accomplished in short-term therapy, some clients may need more services after insurance benefits end. Some managed-care plans will not allow us to provide services to you once your benefits end. If this were ever the case, we would do our best to either work out an appropriate fee arrangement for you or find another provider who would help you continue your psychotherapy.

You should also be aware that your contract with your health insurance company requires that you authorize us to provide it with information relevant to the services that we provide to you. If you are seeking reimbursement for services under your health insurance policy, you will be required to sign an authorization form that allows us to provide such information. We are required to provide a clinical diagnosis. Sometimes, we will be requested to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. This may require an additional authorization. If you refuse such authorization, the insurance company can deny your claims and you will be responsible for paying for services yourself. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. 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, we have no control over what they do with it once it is in their possession. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any report we submit, if you request it.

Once we have 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 your sessions. It is important to remember that you always have the right to pay for our services yourself to avoid the problems described above.

**Your signature below indicates you have read the information in this document, are voluntarily consenting to evaluation and/or treatment, and agree to abide by this document's terms during our professional relationship. Your signature below also serves as an acknowledgement that you have received a copy of The Being Place's HIPAA Notice of Privacy Practices form (which should be given to you with this document) That notice is yours to keep.**

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Signature of Client/Guardian Representative

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Date Signed