

**CHILD AND FAMILY THERAPY ASSOCIATES  
1121 WESTRAC DRIVE S, SUITE 204  
FARGO, ND 58103**

**PSYCHOLOGIST/THERAPIST-PATIENT SERVICES AGREEMENT**

Welcome to our practice. This document (the Agreement) 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 new federal law that provides new privacy protection and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payments, and health care operations. HIPAA requires that health care professionals 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 that we obtain your signature acknowledging that we have provided you with this information at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully before your next appointment. Any questions you have about the procedures may be discussed at that time. When you sign this document, it will represent an agreement between you and your psychologist/therapist. You may revoke this Agreement in writing at any time. That revocation will be binding 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.

**PSYCHOLOGICAL SERVICES:** Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist/therapist and patient, and the particular problems you are experiencing. There are many different methods your psychologist/therapist may use to deal with the problems that 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 discussed, both during therapy 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.

The first few sessions will involve an evaluation of your needs. By the end of the evaluation, your psychologist/therapist will be able to offer you some first impressions of what your 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 your psychologist/therapist. Therapy involves a large commitment of time, money, and energy so you should be very careful about the psychologist/therapist you select. If your doubts persist, your psychologist/therapist will be happy to help you set up a meeting with another mental health professional for a second opinion.

**MEETINGS:** An evaluation is normally conducted over the course of 2 to 4 sessions. During this time, the psychologist/therapist and patient both decide if said psychologist/therapist is the best person to provide the services needed in order to meet treatment goals. If psychotherapy is begun, one session of 45 to 50 minutes duration per week is generally scheduled at an agreed upon time, although some sessions may be longer, shorter or more frequent. **Once an appointment is scheduled you will be expected to pay for it unless you provide notice of cancellation.** Exceptions will be made for emergencies or inclement weather. If you fail to give at least 24 hour notice or simply do not appear for a scheduled appointment, you may be charged **up to 50%** of the total fee for the day's visit. **It is important to note that insurance companies do not provide reimbursement for cancelled sessions.** In addition, it is our policy that **after 3 failed appointments and/or late cancellations, therapy will be considered to be terminated** unless you and your psychologist/therapist specifically contract differently.

**PROFESSIONAL FEES:** As of the date notified on the signature page of this document, professional fees are as follows. These fees are subject to change.

| Fee Category                    | Psychologist | LPCC/LICSW |
|---------------------------------|--------------|------------|
| Initial intake per hour         | \$250.00     | \$230.00   |
| 30 minute therapy session       | \$125.00     | \$110.00   |
| 45 minute therapy session       | \$170.00     | \$160.00   |
| 60 minute therapy session       | \$215.00     | \$180.00   |
| Interactive Therapy Add-on      | \$ 30.00     | \$ 20.00   |
| 60 minute crisis session        | \$215.00     | \$175.00   |
| 30 minute crisis session add-on | \$125.00     | \$110.00   |
| Family therapy                  | \$200.00     | \$185.00   |
| Psychological testing           | \$180.00     | NA         |

**CANCELLATION POLICY:** Once an appointment is scheduled you will be expected to pay for it unless you provide notice of cancellation. Exceptions will be made for emergencies or inclement weather. If you do not appear for a scheduled appointment, you will be charged up to 50% of the total fee for the day's visit. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.

**In addition to weekly appointments you may be charged for other professional services that you request at the rate of \$185 per hour (costs will be prorated for periods of less than one hour). Other services may include psychological testing, test scoring, test interpretation, report writing, telephone conversations lasting longer than 15 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, time attending school meetings or meetings with other agencies or locations, and other services you may request of your psychologist. Rating forms used in the initial packet of information and registration and any other rating forms sent to others, including teachers and school personnel are billed as Psychological Testing.** If you become involved in legal proceedings that require the participation of your psychologist/therapist, **YOU WILL BE BILLED FOR ALL PROFESSIONAL TIME**, including preparation and transportation costs and attorney fees incurred by your psychologist/therapist, **EVEN IF YOUR PSYCHOLOGIST/THERAPIST IS CALLED TO TESTIFY BY ANOTHER PARTY.** Because of the complexities of legal involvement, \$375 per hour will be charged for preparation and attendance at any legal proceeding.

**CONTACTING YOUR PSYCHOLOGIST/THERAPIST:** Due to work schedules, your psychologist is often not immediately available by telephone. During regular offices hours of 9 AM and 5 PM, Monday through Thursday and AM to noon on Friday, your telephone call will be answered by voice mail or support staff if your psychologist is with another client. Your psychologist/therapist will make every effort to return your call on the same day, with the exception of weekends and holidays. If you are difficult to reach, please include in your message the times when you will be available. If you are unable to reach your psychologist/therapist and feel that you cannot wait for him/her to return your call, contact your family physician or the nearest emergency room and ask for the psychologist/therapist or psychiatrist on call or call 911 for emergency response.

The best way to contact your psychologist/therapist between sessions is by phone. Per federal HIPAA laws, it is our clinic policy to only use email for simple administrative purposes, such as scheduling or changing appointments. Do not email any clinical information to your psychologist/therapist, because we check e-mail only once per day, email is not a secure or confidential means of communication, and copies are kept on internet service providers. Any emails you send to our office will become part of your chart. We will not respond to e-mail.

**PROFESSIONAL RECORDS:** Professional laws and standards require that Protected Health Information about you is kept in your clinical record. You should be aware that, pursuant to HIPAA, your Protected Health Information is kept in two sets of professional records. One set constitutes your clinic record. It includes information about your reasons for seeking therapy, a description of the ways in which your problems impact on your life, your diagnosis, the goals set forth in treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records which are received from other providers, reports of any professional consultations, your billing records, and any reports that have been set to anyone, including reports to your insurance carrier. In addition, a set of Psychotherapy Notes may be kept. These Notes are for the use of your psychologist/therapist 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 conversations, your

psychologist/therapist's analysis of those conversations, and how they impact your therapy. They may also contain particularly sensitive information that you may reveal to your psychologist/therapist that is not required to be included in your Clinic Record. These Psychotherapy Notes are kept separate from your Clinic Record. While insurance companies can request and receive a copy of your Clinic Records, they cannot receive a copy of your Psychotherapy Notes without your signed, written authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of both sets of records, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, it is recommended that you initially review them in the presence of your psychologist/therapist or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, your psychologist/therapist is allowed to charge a copying fee of \$35 for the first 25 pages and \$.75 per page for any pages beyond 25. This fee includes administrative, document retrieval and postage charges. The exceptions to this policy are contained in the attached Notice Form.

**BILLING AND PAYMENTS:** As a private practice, it is important for us to manage reimbursements effectively. In that way, we can focus on providing the best services available and prevent payment and billing issues from interfering with the psychotherapeutic process. You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. **If your Insurance policy requires copayment or coinsurance payments, such payments are due at the time of service.** Payment schedules for other professional services will be agreed to when they are requested. **In the event that said psychologist/therapist is seeing a child whose parents are divorced or separated, copayments and coinsurance payments are the responsibility of the parent accompanying the child to the therapy session. As indicated above, such payments are due at the time of the session.**

Payment is due in full after insurance processing is complete. If your account has not been paid for more than 60 days after insurance has paid, and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which require us to disclose otherwise confidential information. In most collection situations, the only information released regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its cost will be included in the claim.

**INSURANCE REIMBURSEMENT:** In order for realistic treatment goals and priorities to be set, 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 provide you with reasonable assistance 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 your responsibility to check with your insurance company to verify coverage.**

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, we will provide you with whatever information we can, based on our 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, we will be willing to call the company on your behalf.

Due to the rising cost of health care, insurance benefits have become increasingly 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 function. 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 patients feel they need more services after insurance benefits end. (Some managed care plans do not allow provision of services to you once your benefits end. If this is the case, we will do our best to find another provider who will help you continue your psychotherapy).

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 your sessions. It is important to remember that you always have the right to pay for professional services yourself to avoid the problems described above (unless prohibited by contract).

## LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist/therapist. 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. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- Your psychologist/therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, they will make every effort to avoid revealing the identity of the patient. The other professionals are also legally bound to keep the information confidential. If you don't object, you will not be told about these consultations unless your psychologist/therapist feels that it is important to your work together. Your psychologist/therapist will note all consultations in your Clinic Records (which is called PHI in the Notice of Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that your psychologist/therapist employs administrative staff. In most cases it is necessary to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- Your psychologist/therapist contracts with various businesses including a cleaning service, accounting firm, collection agency and the company from which our office space is leased. As required by HIPAA, we have formal business associate contracts with these businesses in which they promise to maintain the confidentiality of data, except as specifically allowed in the contract or otherwise required by law.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient threatens to seriously harm himself/herself, your psychologist/therapist may take actions to prevent this including seeking hospitalization for him/her, or contacting family members or others who can help provide protection.

There are some situations in which your psychologist/therapist is permitted or required to disclose information without either your consent or authorization.

- If you are involved in a court proceeding and a request is made for information concerning your evaluation, diagnoses and treatment, such information is protected by the psychologist/therapist-patient privilege law. Your psychologist/therapist cannot provide any information without your written authorization or 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 your psychologist/therapist to disclose information.
- If a government agency is requesting the information for health oversight activities, your psychologist/therapist may be required to provide it for them.
- If a patient files a complaint or lawsuit against your psychologist/therapist, he/she may disclose relevant information regarding that patient in order to defend himself/herself.
- If a patient files a worker's compensation claim, your psychologist/therapist must, upon appropriate request, provide appropriate information including a copy of the patient's record or other information concerning mental health care services to the Worker's Compensation Bureau.

There some situations in which your psychologist/therapist is legally obligated to take actions, which he/she believes are necessary to attempt to protect others from harm and he/she may have to reveal some information about a patient's treatment. These situations are unusual, but do occasionally occur.

- If your psychologist/therapist has reason to suspect that a child is abused or neglected the law requires that he/she file a report with the Department of Human Services. Once such a report is filed, he/she may be required to provide additional information.
- If your psychologist/therapist has knowledge of or reasonable cause to suspect that an adult with developmental disabilities or mental illness is abused or neglected or exploited, the law requires he/she report such information to the Protection and Advocacy Project. Once such a report is filed he/she may be required to provide additional information.
- If a patient threatens serious physical harm to an identifiable victim, your psychologist/therapist may take actions to protect the victim. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.

If such a situation arises, your psychologist/therapist will make every effort to fully discuss it with you before taking any action and he/she will limit the disclosure to what is necessary.

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

**PATIENT 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 your psychologist/therapist amend your record; requesting restrictions on what information from your Clinic Record is disclosed to others; receiving confidential communications by alternative means at alternative locations; 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 policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form and the privacy policies of this practice. Your psychologist/therapist is willing to discuss any of these rights with you.

**MINORS & PARENTS:** Patients under 18 years of age, who are not emancipated, and their parents should be aware that the law may allow parents to examine their child's treatment records unless the psychologist/therapist decides that such access is likely to injure the child or you both agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is the policy of your psychologist/therapist to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment the psychologist/therapist will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. Any other communication will require the children's authorization. The psychologist/therapist will also provide parents with a summary of their child's treatment when it is complete. Before giving parents any information, the psychologist/therapist will discuss the matter with the child, if possible, and do his/her best to handle any objections the patient may have. At any time, should the psychologist/therapist feel that the child is in danger or is a danger to someone else, the psychologist/therapist will notify the child's parents.

**YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS PSYCHOLOGIST/THERAPIST-PATIENT SERVICES AGREEMENT.**

Patient name (print): \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of patient/legal guardian

Relationship to patient, if applicable \_\_\_\_\_