

AGREEMENT AND INFORMED CONSENT FOR TREATMENT

Treatment Agreement

Welcome to my practice! I greatly appreciate the opportunity to serve you as a psychologist. This document (the AGREEMENT) contains important information about my professional services and business policies, as well as summary information about the Health Insurance Portability and Accountability Act (HIPAA).

HIPAA is the federal law that provides for privacy protections and patient rights regarding your Protected Health Information (PHI). HIPAA regulations require that I provide you with a NOTICE OF PRIVACY PRACTICES (the NOTICE) regarding the use and disclosure of your PHI. The law also requires that I obtain your signature acknowledging that I have provided you with this information at the start of treatment. Although these documents are long and sometimes complex, it is very important that you read them carefully before signing. You also will receive copies of this information for your records. If you have any questions or concerns about this information, please let me know so that we can address them.

When you sign the AGREEMENT, it represents a formal agreement between us. You may revoke this agreement in writing at any time, and that revocation will be binding unless (1) I have already taken action in reliance upon it, (2) there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy, or (3) you have not satisfied financial obligations incurred by you.

Psychological Services

Psychotherapy has both benefits and risks. While I do expect that you will benefit from therapy, there is no guarantee that your condition will improve. Therapy can even cause disappointing, unexpected, or negative results or outcomes. During the therapy process, you may experience emotional discomfort, changes in your relationships, and/or a worsening of symptoms. These are normal parts of the process, and we will deal with them in therapy. On the other hand, psychotherapy also has been shown to have many benefits. Therapy can lead to better relationships, solutions for specific problems, and significant reductions in distress. To be effective, psychotherapy requires an active investment of time and energy, both during and between sessions.

Our first few sessions will serve as an initial evaluation of your concerns, history, goals, and needs. By the end of this evaluation, I will provide you with my impressions of how our work might proceed and with a potential treatment plan. You should consider this information along with your own impressions and your comfort level with me, so that we can decide together whether I am the best person to provide services to meet your treatment goals. Therapy can be a big commitment, so you should select a therapist carefully.

If we agree to enter into a therapy relationship, we will typically schedule one 50-minute session per week, although other arrangements are possible. Treatment duration is highly variable, depending on your presenting concerns, the treatment plan, and other

factors. During our work together, we will periodically review your goals and progress. I also may request that you have a medical or psychiatric evaluation to aid in treatment. Remember, you always retain the right to request changes in treatment or to refuse treatment at any time and for any reason. However, it is my hope that you will discuss any concerns with me first. If your concerns cannot be resolved, I may be able to provide an appropriate referral to another mental health professional. Your input is always welcome, and I understand that other forms of therapy may be useful.

Legal Proceedings

Psychotherapy is for the improvement of your psychological functioning and is not intended to be used for the purpose of current or future legal proceedings (e.g., custody, divorce, or civil proceedings). If you are involved in or anticipate becoming involved in any legal proceeding, please notify me as soon as possible. It is important for me to understand how, if at all, your involvement in these proceedings might affect our work.

Office Policies

(A) Phone Contact and Emergencies: For your information, I use a cellular phone as my primary business line and therefore cannot guarantee absolute privacy. The same limitation applies to e-mail correspondence. I am generally available by phone 24 hours a day, and I check my voice mail several times a day during business hours. Phone calls are returned as soon as possible, usually within 24 hours, except on weekends and holidays. I do not answer the phone when I am with clients, and my availability at other times cannot be guaranteed. You may leave a confidential voice mail for me at any time, but messages left after 5:00 pm may not be received until the following morning. Because voice mail technology is not error proof, if you have not heard back from me by the end of the next day, please feel free to call again since it is likely that I did not receive your original message. Please be sure to state if you are calling about an urgent matter. In the case of an emergency, if you cannot reach me, you should call the **nearest crisis line**, dial **911**, or go to the nearest hospital emergency room.

(B) Billing & Fees: Payments are due in full at the time of service, unless we have agreed to other arrangements. Please have payments ready at the beginning of each session, so that we do not waste valuable time. Clients experiencing financial hardship are invited to raise their financial concerns so that we can discuss payment options. All standard and customary fees may be reviewed and revised at any time, and I will notify clients of any upcoming changes. Additional payment information can be found in the PAYMENT CONTRACT FOR SERVICES.

NOTE: If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$200 per hour for preparation and attendance at any legal proceeding.

(C) Appointments and Cancellations: Appointments are made directly with me. If we establish a regular appointment time, I will assume that that time is yours each week, and you must clarify with me if you plan to miss or need to change an appointment. With sufficient notice, appointments can often be rescheduled. However, if an appointment is cancelled with less than 24 hours notice, I reserve the right to incur a late cancellation fee of \$25. Appointments that are missed without any notice may incur a no-show fee of \$50. It is important to note that insurance companies do not

reimburse for cancelled or missed appointments, so you will be personally responsible for this fee. If you are late for your session and have not called me, I will keep your time free until 15 minutes after the scheduled start time.

(D) Drugs and Alcohol: A client who attends an appointment under the influence of drugs or alcohol may not be seen. Such an incident will be treated as a missed appointment, and the client may be billed.

Health Insurance

If you are using health insurance to pay for psychotherapy services, you need to be aware of what this means. Your health insurance plan requires cooperation between the client, provider, and insurance company to provide services as efficiently as possible. In many cases, I will be required to provide information about your treatment, as well as a diagnosis. I also may be required to provide additional clinical information, such as treatment plans or summaries, or even copies of your entire Clinical Record. Released information will become part of the insurance company records, and while all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands.

Health insurance companies may not cover all services or conditions, and they may only cover a limited number of sessions. Some insurance plans require pre-authorization or they will not cover your first meeting, and many require periodic reauthorizations for ongoing treatment. You are responsible for obtaining the initial pre-authorization, if necessary. It also would be very helpful if you check the specifics of your insurance benefits, if any, prior to our first meeting. You remain responsible for your entire bill regardless of whether insurance covers treatment costs or whether you are the primary insured person.

You always have the choice to pay for my services out-of-pocket rather than utilize insurance. While much can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end. If you exhaust your benefits but wish to continue therapy with me, we will need to determine whether we can make this happen. If we cannot, I will attempt to help you find treatment that you can afford.

Confidentiality and the Limits on Confidentiality

Confidentiality is the obligation not to disclose any client information obtained during a professional relationship without permission. Confidentiality is a cornerstone of effective psychotherapy, and the law protects confidential communications between a client and a psychologist. Information is never released to anyone, including your spouse/partner or family, without your written consent, **except** as required by law or ethical guidelines. In the event that there are two or more clients in therapy at one time (e.g., couples or family therapy), written consent must be given by all participating clients before records are released.

I will make every effort to protect your confidentiality when I call you by phone. If you have special instructions for how I should leave messages, please let me know. Otherwise, I will generally state my name and leave a brief message. If we happen to meet outside of therapy, I will not reveal our therapy relationship, and unless otherwise arranged, I will not even acknowledge that I know you.

HIPAA allows me to use or disclose confidential information, including but not limited to your Protected Health Information (PHI), for the purposes of treatment, payment, and

healthcare operations, as long as I have your informed written consent, signified by signing this document. For purposes outside of treatment, payment, and healthcare operations, I can only release your information if you sign an AUTHORIZATION. However, you should be aware that there are some additional legal and ethical exceptions or limits to confidentiality and some situations in which I am permitted or required to disclose information without your consent or AUTHORIZATION. For more information, please consult the NOTICE OF PRIVACY PRACTICES. I will try to disclose only information that is necessary to meet the needs of the situation.

Clinical Record

As a psychologist, I maintain confidentiality in creating, storing, accessing, transferring, and disposing of records in any medium. Your Clinical Record includes your reasons for seeking therapy, how your life is being impacted, your diagnosis, the goals that we have set for treatment, your progress toward those goals, your medical and social history, your treatment history, any past treatment records that I 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. By submitting a written request, you may examine and/or receive a copy of your Clinical Record, except in circumstances where disclosure would be injurious to you or would constitute an immediate and grave detriment to your treatment. In such circumstances, I may provide you with an accurate and representative summary of your Clinical Record, if requested. Professional records can be very confusing and/or upsetting to an untrained reader. For this reason, I recommend that you review them in my presence or with another mental health professional. In most circumstances, I will charge a copying/printing fee of \$15 plus 50¢ per page plus any postage. If you wish to review your Clinical Record, please address your request to me, so that we can discuss the best way to make this happen.

In addition to your Clinical Record, I also may keep a set of Psychotherapy Notes for my own use. Psychotherapy Notes vary from client to client, but they may include the contents of our conversations, as well as sensitive information that is not required to be included in 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 AUTHORIZATION. Insurance companies also cannot require such an AUTHORIZATION as a condition of coverage nor penalize you in any way for your refusal. You may request to examine and/or receive a copy of your Psychotherapy Notes unless I determine that such disclosure would be injurious to you.

All records and notes are kept double-locked or password protected, and all records are retained for a minimum of seven years as required by law. In the event of your death, the privilege to access your record passes to your estate. In the event of my own incapacitation, withdrawal, or death, another licensed psychologist will assume responsibility for my records. Currently, my records custodian is Dr. Ann Reynolds.

Minors & Parents

For minors under the age of 18, the consent of a parent or legal guardian is needed for treatment, and the law may allow parents to examine their child's Clinical Record. However, minors 14 years or older have a right, without parental consent, to outpatient diagnosis and treatment for mental or emotional disorders. In this case, the law requires that the Psychologist shall have the parents involved by the end of treatment unless (1) the parents refuse to be involved, (2) the minor has been sexually abused by a parent, (3) the minor is emancipated or has been self-sustaining for 90 days, or (4) there are

clear clinical indications that the parents should not be involved, in accordance with the best interest of the client. In addition, the psychologist can disclose to a parent without the minor's consent if disclosure is clinically appropriate and will serve the best interest of the client due to a deterioration of condition.

Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, I may request that parents agree not to access the child's records, with the understanding that I will provide them with general information about the child's attendance and progress. I also will provide parents with either a verbal or written summary of their child's treatment when it is complete, if requested. Any other disclosures will require the child's permission, unless I feel that the child may be in danger or may be a danger to others, in which case I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

Agreement and Consent to Treatment

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THE TERMS OF THIS DOCUMENT. YOUR SIGNATURE ALSO SERVES AS AN ACKNOWLEDGMENT THAT YOU HAVE RECEIVED THE NOTICE OF PRIVACY PRACTICES DESCRIBED ABOVE.

Client Name(s) Date

Person Responsible for Payment Signature Date

Co-Responsible for Payment Signature Date

This form has been discussed and a copy given to the client.

William Ballantyne, Psy.D.
Date