

Client Services Contract

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This document is important to you and/or your child as a consumer of services with this therapist. This Agreement contains important information about my 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 client rights with regard to the use and disclosure of Protected Health Information (PHI) for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Policies and Practices to Protect the Privacy of Your Health Information for use and disclosure of PHI for treatment, payment, and health care operations. This Notice, which is included with 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. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures. When you sign this document, it will also represent an agreement between you as the client and me, your therapist, as your service provider. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me, your individual treatment provider, 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. **Please read the following document and sign your initials after each section of the document, acknowledging that you have read and understand the information provided as it relates to you and/or your child as the client.**

Psychological Service

The primary mental health service that I provide the public is psychotherapy for individuals (adults, adolescents, and children), couples, families, and groups. Psychotherapy is not easily described in general statements. It varies depending on personalities of the counselor/psychotherapist and client(s), and the particular problems you are experiencing. There are many different methods your individual treatment provider may use to deal with the problems that you hope to address. Psychotherapy is not like a physician visit. Instead, it calls for very active effort on your part. In order for therapy to be most successful, you will have to work on issues discussed, 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. However, the practice of psychotherapy is not an exact science and therefore there are no guarantees regarding what you will experience as the outcome of your treatment.

It is important that you, the client, understand that I am not a medical doctor; therefore, I do not prescribe medications and am not authorized to practice medicine. If you think that medication should be considered as a part of your treatment, after discussing medication as a treatment option, I am happy to refer you to a physician and to provide coordinated services. Psychological problems can have medical or biological origins and you should have regular physical exams and speak with a physician about all psychological symptoms.

It also important to note that I am an individual private practitioner and am solely liable for my own actions and/or for those actions of any specific individual for whom I provide legal supervision.

Please initial here to acknowledge that you have read and understand the above Psychological Services

Appointments/Sessions

Psychotherapy appointments/sessions are typically scheduled once a week for a total of 50 to 55 minutes at an agreed upon time. However, some sessions may be longer or more frequent depending upon the necessity of treatment and in agreement between you and I, your individual treatment provider. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide at least 24 hours advance notice of cancellation (unless you and I both agree that you were unable to attend due to circumstances beyond your control). It is important to note that insurance companies do not provide reimbursement for cancelled sessions.** If it is possible, I will try to find another time to reschedule the appointment.

If you have missed a scheduled appointment and you do not call me within 7 days, I will accept that as your notice that you have terminated this agreement and that you wish to discontinue services.

Please initial here to acknowledge that you have read and understand the above section on Appointments/Sessions.

Professional Fees

The agreed upon fee for a 50-55-minute psychotherapy session is \$ _____. (This fee includes time for appropriate note taking and other services associated with regular, weekly sessions). In addition to weekly appointments, I reserve the right to charge a fee per hour for other professional services you may need, though we will break down the hourly cost if we work for periods of less than one hour, and this fee will be discussed with you prior to providing the service. Other services include report writing, telephone conversations lasting longer than 5 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. 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. I will charge a fee per hour for preparation and will charge a fee per hour for attendance at any legal proceeding; the latter is charged from the time of leaving the office until return. These fees will be discussed with you prior to providing any services and will be considerably higher than traditional therapy fees. All fees must be paid prior to legal proceedings. Additionally, you should understand that I am not considered an expert witness. This means that I can only be called for fact witness and cannot make advisement to the court.

Please initial here to acknowledge that you have read and understand the above section on Professional Fees.

Limits on Confidentiality

The law protects the privacy of all communications between you, the client, and myself. In most situations, I can only release information about your treatment to others if you sign a written

authorization form that meets certain legal requirements by HIPAA. There are other situations that do not require your authorization, including the following:

- ❖ As is common professional practice, I may occasionally find it helpful to consult with other health professionals about your case. No identifying information will be utilized during said consultation unless you have given specific written consent. Other professionals are also legally bound to keep the information confidential.
- ❖ I may employ administrative staff to assist in filing and other miscellaneous office related activities. These personnel may need to have access to protected information in order to perform their duties. All staff members have been given training about protecting your privacy and have signed nondisclosure agreements agreeing to protect your confidentiality.
- ❖ Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some other situations where I am permitted or can be required to disclose information without your consent of Authorization:

- ❖ If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-client law. I cannot provide any information without your (or your personal or legal representative's) written authorization, or a 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 me to disclose information.
- ❖ If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- ❖ If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend against the complaint or lawsuit.
- ❖ If a client files a worker's compensation claim, I may disclose information relevant to that claim to the appropriate parties, including the Administrator of the Worker's Compensation Court.

These are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and, as such, may have to reveal some information about a client's treatment. These situations are unusual, but may occur:

- ❖ If I have reason to believe that a child under the age of 18 years is the victim of abuse or neglect, the law requires I report to the appropriate government agency, usually the Department of Human Services. Once such a report is filed, I may be required to provide additional information.
- ❖ If I have reason to believe that a vulnerable adult is suffering from abuse, neglect, or exploitation, the law requires that I report to the appropriate government agency, usually

the Department of Human Services. Once such a report is filed, I may be required to provide additional information.

- ❖ If a client communicates an explicit threat to kill or inflict bodily injury upon a reasonably identifiable victim and he/she has the apparent intent and ability to carry out the threat, or if a client has a history of violence and I have reason to believe that there is a clear and imminent danger that the client will attempt to kill or inflict serious bodily injury upon a reasonably identified person, I may need to take protective actions. These actions may include notifying the potential victim, contacting the police, and/or seeking hospitalization for the client.
- ❖ If the client threatens to harm herself/himself, I am obligated to seek hospitalization for her/him, or to contact family members or others who can help provide protection.
- ❖ If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.
- ❖ Information from clients' files may be compiled to study various issues such as treatment outcomes and client satisfaction to improve the services offered. Your name or any identifying information will not be used in such research.
- ❖ All clients that consent to group psychotherapy will be informed about the importance of maintaining confidentiality. It is important to understand, however, that I cannot guarantee that all group members will keep any and/or all information provided by clients in the group setting confidential.

While this written summary of expectations 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. In situations where specific advice is required, formal legal advice may be needed.

Please initial here to acknowledge that you have read and understand the above section on Limits on Confidentiality.

Professional Records

The laws and standards of the mental health profession require that I keep Protected Health Information about you in your Clinical Record. Except in circumstances that involve danger to yourself and/or others, where information has been supplied to me confidentially by others, or if the information has been gathered in reasonable anticipation of or specifically for use in litigation, 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 distressing to

untrained readers. For this reason, I recommend that you initially review them with me, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I am allowed to charge a copying fee of \$1.00 per page (and for certain other expenses). If I determine that obtaining your record may cause harm, I have the right to refuse your request for access to your records. You have the right of review in some instances, which I will discuss with you upon request. In some instances, there is no right to have a review of the decision to refuse your request to inspect and/or copy the protected health information in your record.

You should be advised that in the event of my untimely death or catastrophic illness, I have made provision for a licensed colleague to maintain my records for the time required by law and to destroy them in accordance with HIPPA and my licensing body. In my absence my licensed proxy will use his/her best clinical judgment with regard to any request for records.

Please initial here to acknowledge that you have read and understand the above section on Professional Records.

Clients 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 practice policies and procedures recorded in your records; and the right to a paper copy of this Agreement and/or the Notice of Policies and Practices to Protect the Privacy of Your Health Information. I will be happy to discuss any of these rights with you.

Please initial here to acknowledge that you have read and understand the above section on Client Rights.

Minors & Parents

Clients 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. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is my policy to request an agreement from parents that they consent to give up their access to their child's records. I will provide them with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also, at your request and with your child's knowledge provide parents with a summary of your child's treatment when it is complete. Any other communication will require the child's Authorization, unless I have reason to believe that the child is in danger or is a danger to someone else, 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. I reserve the right to refuse to provide services to a child if a parent will not agree to accept these conditions.

Please initial here to acknowledge that you have read and understand the above section on Minors & Parents.

Billing & Payments

You will be expected to pay for each session at the beginning of the scheduled appointment time, I have agreed otherwise or unless another arrangement has been made regarding insurance coverage. Insurance is only accepted by licensed counselors/psychotherapists and coverage will only be accepted when agreed upon by the individual treatment provider and the client. Payment schedules for other professional services will be agreed to when they are requested.

By signing this document, you are stating that you understand that you are responsible for any and all fees for services provided by this therapist to which you have consented, and that failing to pay such fees may result in termination of any further services available to you. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, 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 her/his name, the nature of services provided, and the amount due. If such legal action is necessary, its cost will be included in the claim.

Please initial here to acknowledge that you have read and understand the above section on Billing & Payments.

Insurance Reimbursement

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

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I 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, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I can provide you with a copy of any report that I am required to submit, if you request it.

Once I have all of 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 my services yourself to avoid the problems described above (unless prohibited by contract).

Please initial here (if applicable) to acknowledge that you have read and understand the above section on Insurance Reimbursement.

Your signature below indicates that you have read this agreement in its entirety and agree to its terms as it relates to you and/or your child as a client of Crystal Coetzee Counseling PLLC and also serves as an acknowledgement that you have received the HIPAA required Notice of Policies and Practices to Protect the Privacy of Your Health Information as described above.

Client Signature

Date

Print Name