



# Atlanta Consulting & Psychological Services, LLC

Psychological Services for Families, Individuals & Couples

## Office Policy and Treatment Agreement Form

Welcome to my practice. This document (the Agreement) contains important information about my professional services and business policies. It also contains information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient 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 I 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 I obtain your signature acknowledging that I have provided you with this information at the end of the session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. The revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me 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 it carefully and jot down any questions that you might have so that we can discuss them before starting psychological services. Once you sign the Agreement it will constitute a binding contract between us.

I know that reading and completing this and other documents seems like a lot of work. However if I am to provide you the services you want and need, it is important that I know as much as possible about your problems and that you understand the nature of the relationship between a psychologist and client.

Name of client<sup>1</sup> : \_\_\_\_\_

If client is a minor,

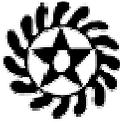
Name(s) of collateral contact/parent/legal guardian representing client: \_\_\_\_\_

## **PSYCHOLOGICAL SERVICES**

Psychological evaluation and treatment, whether for you or a family member is not easily described in general statements. What constitutes an *evaluation* (which may or may not include testing) will vary depending upon the nature of the presenting problem, the age of the patient, and the questions, which you want answered. Likewise, *treatment* takes many forms and may include individual, family, couples or group approaches. In deciding on what is the best approach, both your personality and that of the therapist must be carefully considered. Psychological treatment is not like visiting a medical doctor, in that psychological treatment requires a very active effort on your part. In order to be most successful, you will have to work on things we talk about both during our sessions and at home. This is true if you are the client or if you are seeking services for a child or other family member.

Psychological treatment<sup>2</sup> has both benefits and risks. Risks sometimes include experiencing uncomfortable feelings such as sadness, guilt, anxiety, anger and frustration, loneliness and helplessness. Psychological treatment often requires discussing unpleasant aspects of your life. Psychological treatment has also been shown to have benefits for people who undertake it. Therapy often leads to a significant reduction in feelings of distress, better relationships, and resolutions of specific problems. But there are no guarantees about what will happen.

Our first few sessions will involve an evaluation of your needs. For many children and some adults, the evaluation phase will involve formal psychological testing-in some cases an evaluation and recommendations is the only service,



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which is requested. Whatever the nature of the evaluation, by the end of the evaluation phase, I will be able to offer you some initial impressions of what our work will include and an initial treatment plan to follow, if you decide to continue. You should evaluate this information along with your own assessment about whether you feel comfortable working with me.

Therapy involves a significant commitment of time, money, and energy, so you should be very careful about the doctor you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you to secure an appropriate consultation with another mental health professional.

## **TREATMENT POLICIES AND PROCEDURES**

Ages of clients treated: Within my practice, I treat children (as young as 6 years), adolescents, and adults.

Disorders treated: I treat most behavioral, emotional, and relationships problems. However, it is best to inquire at the time of your initial contact if you have any doubts about my ability to treat your particular condition.

Psychological Treatment: The first phase of treatment involves an evaluation, which will last from 2 to 4 sessions. During this time, I will gather information about your needs and you will have an opportunity to get to know me. I will then propose a treatment plan to you that is based on the information gathered during the assessment. If you agree with my recommendations and if you decide to begin treatment, I will usually schedule one forty-five to fifty minute session (one appointment hour of 45-50 minutes duration) per week at a mutually agreed time, although sometimes sessions will be longer or more/less frequent.

Psychological Testing: When the primary need is for psychological testing, my normal practice is to meet with you (and your child if your child is the client) for one session prior to the testing. This is to allow me to gather information about the problem, and to allow you and/or your child to become comfortable with the office and me. Unless I tell you otherwise I will be directly involved in giving the tests; however, I may have a qualified assistant administer some parts. If you have any questions, please discuss them with me prior to the testing. There are five phases to the psychological testing process, all of which are important if you are to receive maximum benefits:

- 1) Initial meeting to gather information and familiarize you with the testing procedure usually one hour.
- 2) Test administration-usually three to five hours conducted on a single day but it may require more time and extend over several days.
- 3) Test scoring and report writing-usually two hours but can be longer in complex cases.
- 4) Interpretation and discussion of findings with you-one hour.

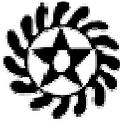
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2 In this document, unless stated otherwise, "psychological treatment" will be used to refer to both evaluation and treatment. Likewise, "you, your" etc. will be used to refer to the client, who may be you or a minor child.

- 5) Discussion and development of a treatment plan (may include planning how another agency, e.g., school, can implement test findings, done with you and lasting one hour.

## **MISSED APPOINTMENT POLICY**

*Psychological Treatment:* Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation or unless we both agree that you were unable to attend due to circumstances, which were beyond your control. Canceling can be done 24 hours a day by calling the main office number and leaving a message of the cancellation. I would also appreciate you calling the office by the next working day to set up a new appointment time.



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I understand that "things happen", and I want you to reschedule if you (or your child) have an acute physical illness. However, please be aware that it is very hard for me to fill an appointment slot at the last minute, and I do expect you to pay when there are schedule conflicts and you decide not to keep our appointment (Note: The amount paid for a missed appointment is the total amount which I would have received from both you and your insurance company had you kept the appointment, i.e., your co-pay plus the insurance amount). Missed appointments cannot be billed to your insurance company.

Initial \_\_\_\_\_

*Psychological Testing:* Since testing is usually scheduled in three to five hour blocks of time, missing an appointment causes a major disruption in my schedule plus it inconveniences other clients who are waiting for an appointment. My standard policy is to charge you for one hour of testing time (my standard hourly fee) if I am not notified 48 hours in advance. If there is insufficient justification for missing the appointment or if it occurs more than once, I reserve the right to terminate our service contract and refer you to another doctor. (Please note that this rarely happens, but there are a few individuals who have chronic problems with missing appointments.) As stated above, I understand that there are serious and unanticipated crises, which arise in all of our lives. If such a crisis arises let me know as soon as possible and I will reschedule you without a charge. Examples of legitimate reasons for cancellation include the illness of the person to be tested (I do not want to test you [or your child] if the client is sick as the results may be invalid), and the death or serious illness of a relative.

Initial \_\_\_\_\_

*Office Policy and Procedure for Missed Appointments:* If you miss or cancel an appointment, and you do not contact me within one working day, the office staff will attempt to call you to learn the reason and to reschedule. If we are unable to be reached by phone, you will be sent a letter inquiring if you wish to continue in therapy or to terminate treatment.

Initial \_\_\_\_\_

## **TERMINATION POLICY**

All relationships have a beginning, middle, and an end. This is true in friendships, business, and psychological treatment. Successful relationships are those in which the participants agree on how each phase will be handled, work together to increase the probability of success, and accept when it is time to end. Translating this philosophy to therapy, the client and doctor should mutually agree when it is time to terminate the therapeutic alliance. Ideally this time comes when the client's treatment goals have been achieved and there is a reasonable expectation that the gains will be maintained. There are, however, circumstances in which there is not mutual agreement, and it is these situations that the Treatment Termination Policy addresses.

### *Client Initiated Terminations*

Policy: A client may terminate treatment at any time. At the client's request, the treating psychologist shall furnish three referral sources for individuals or agencies that could continue the client's treatment. In those rare cases in which the psychologist judges the client to be a danger to himself, herself or others, appropriate parties shall be notified in accordance with the American Psychological Association ethics codes and state or federal laws. The client shall remain obligated for any unpaid balances or other contractual agreements.

Initial \_\_\_\_\_



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It is extremely rare that the psychologist would decide to terminate treatment without the client's consent, but it could happen under the following conditions:

- The goals of treatment have been met and treatment is no longer needed.
- The goals of treatment have not been met, and are unlikely to be within a reasonable time frame.
- The client fails to pay fair and negotiated fees.
- The client refuses to cooperate with treatment.
- Lack of progress despite appropriate treatment.
- Conflict of interest.
- Illness or disability of psychologist or family member requiring a reduction in or absence from work.

Policy: If the psychologist judges that there are reasons to justify termination of treatment (and the client does not agree), the psychologist shall:

- Discuss the issues with the client and give the reason(s) for termination.
- Attempt to correct the problem.
- Give the client sufficient notice to assure a smooth termination.
- Provide the client with appropriate referrals to qualified individuals.
- Offer the client a termination session.
- Mail the client a letter explaining the termination.

## PROFESSIONAL FEES

My hourly fee is \$130 for a 45-50 minute individual treatment "appointment hour" and \$150 for a 45-50 minute couple's session and **we do have a sliding fee adjustment for those who are having economic hardships**. Initial visits are set at a fee of \$180<sup>†</sup>. In addition to treatment, it is my practice to charge this amount on a prorated basis for other professional services you may require such as report writing, attendance at meetings or consultations with other professionals which you have authorized, preparation of records or treatment summaries, or the time required to perform any other service which you may request of me. For example, telephone conversations, which last longer than 15 minutes shall result in a one-half hour billing fee. If you become involved in litigation, which requires my participation, you will be expected to pay for the professional time required even if I am compelled to testify by another party. Because of the complexity and difficulty of legal involvement, I charge \$750 per hour for preparation as well as \$1000 (one hour minimum) plus \$350 for each additional half hour for attendance at any legal proceeding as this charge applies to travel and waiting time in addition to direct testimony, etc.

**\*Checks returned for insufficient funds will receive a charge of \$29.00. †Rates differ for one-time clinical sessions.**

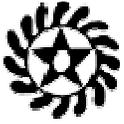
Initial \_\_\_\_\_

## BILLING AND PAYMENTS

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, which requires another arrangement. Payment schedules for other professional services will be agreed to at the time these services are requested. In circumstances of unusual financial hardship, I'm willing to negotiate a **sliding fee adjustment** or installment payment plan. If your account is more than 60 days in arrears and suitable arrangements for payment have not been agreed to, I have the option of using legal means to secure payment, including collection agencies or small claims court. If such legal action is necessary, the costs of bringing that proceeding will be included in the claim. In most cases, the only information, which I release, about a client's treatment would be the client's name, the nature of the services provided, and the amount due.

Initial \_\_\_\_\_

## INSURANCE REIMBURSEMENT



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In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources are available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will provide you with whatever assistance I can in facilitating your receipt of the benefits to which you are entitled including filling out forms as appropriate. However, you, and not your insurance company, are responsible for full payment of the fee, which we have agreed to, unless this policy is covered in my contract, if any, with your insurance company. Therefore, it is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions, you should call your plan administrator and inquire. Of course, I will provide you with whatever information I can based on my experience and will be happy to try to assist you in deciphering the information you receive from your carrier. If necessary to resolve confusion, I am willing to call the carrier on your behalf.

The escalation of the cost of health care has resulted in an increasing level of complexity about insurance benefits, which sometimes makes it difficult to determine exactly how much mental health coverage is available. Managed Health Care Plans such as HMOs and PPOs often require advance authorization before they will provide reimbursement for mental health services. These plans are often oriented towards a short-term treatment approach designed to resolve specific problems that are interfering with one's usual level of functioning. It may be necessary to seek additional approval after a certain number of sessions. In my experience, quite a lot can be accomplished in short-term therapy, but many clients feel that more services are necessary after insurance benefits expire.

You should also be aware that most insurance agreements require you to authorize me to provide a clinical diagnosis, and sometimes additional clinical information such as a treatment plan or summary, or in rare cases, a copy of the entire record. This information will become part of the insurance company files, and, in all probability, some of it will be computerized. All insurance companies claim to keep such information confidential, but once it is in their hands, I have no control over what they do with it. In some cases, they may share the information with a national medical information data bank.

Once we 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 the insurance benefits 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 and avoid the complexities, which are described above.

Initial for all of the above \_\_\_\_\_

## *Insurance coverage for testing:*

Many insurance plans do not pay for psychological testing or limit the amount of payment; this is especially true for testing which they consider educational. In these cases, testing is considered a "non-covered benefit". There is much confusion about this because many clients are told by their insurance companies that *evaluations* are covered-this often means a one-hour, face-to-face clinical interview but not testing. If you plan to use insurance for testing it is best to let my office manager check on your coverage for you. We will then let you know, to the best of our knowledge, what portion of the testing your insurance will cover and how much will be your responsibility. Your portion of the testing will be billed at my standard professional fee for "non-covered benefits" plus any co-payment or deductible for your insurance.



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## CONTACTING ME

*Routine, non-emergency situations:* I am often not immediately available by telephone. While I am usually in my office between 10 AM and 7 PM, I usually will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by voice mail that I monitor frequently. 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 leave some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

Initial \_\_\_\_\_

*Emergency/Crisis situations:* If you experience an emergency, please follow the above procedure to receive immediate help. If you are covered by a managed care policy, and the situation allows you the time, you should contact your plan's emergency number and learn which hospitals in the area are covered by your policy.

Initial \_\_\_\_\_

*Emergency Commitments (Hospitalizations):* It rarely happens, but in extreme emergencies it may be necessary to require a client to be transported to a psychiatric hospital for an evaluation. If the client is willing to go, a responsible adult can take the client to the appropriate evaluation center. If the client is unwilling to go, I (or another doctor) can complete the necessary orders, and the police can transport the client. I will work with you to assure that all necessary steps are taken to assure the client's safety and that of others. Depending upon the immediacy of the crisis the following resources may be contacted: 911-emergency services, a psychiatric hospital, and/or a medical emergency room.

Initial \_\_\_\_\_

*Medical Emergencies:* In the case of a medical emergency, the client should be taken to the nearest emergency room or 911 should be called. Should the emergency occur in my office, and the client's spouse, parent, or other responsible adult is not present, 911 will be called.

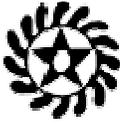
Initial \_\_\_\_\_

*Phone Crisis:* If the crisis is one that can be handled by phone, please call the office and inform my administrative staff of the nature of the problem so that either my back-up doctor or I could contact you. If your phone crisis is after hours or during the weekend or a holiday, other resources might include calling 911, your local community mental health center, a private psychiatric hospitals, as well as hospital emergency rooms.

Initial \_\_\_\_\_

**CONFIDENTIALITY (Confidentiality is very important and the laws covering it are quite complex. Please read the following with care to have an accurate understanding of how it affects the way that I offer psychological services.)**

In general, the confidentiality of all communications between a client and a psychologist is protected by law. With such "privileged" communication, I can only release information about our work to others with your written permission. However, there are a number of exceptions. In most judicial proceedings, you have the right to prevent me from providing any information about your treatment. However, in some circumstances such as child custody proceedings and proceedings in which your emotional condition is an important element, a judge may require my testimony if he/she determines that resolution of the issues before him/her demands it.



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*Importance of identifying "who is the client":* While it is my policy to protect the confidentiality of all my professional communications, legal protection is only provided between a psychologist and client. For this reason, it is important to be clear about who is the client-it may be confusing when doing family or couples therapy. It is the "client" who has privilege, so if only one partner in couples' therapy is the client, then only that person can authorize the release of the record. If both are clients, then both would have to agree to release the information. **Each identified client must complete all new client documents** and in most cases must schedule an individual appointment to complete the intake process.

There are some situations in which I am legally required to take action to protect others from harm, even though that requires revealing some information about a client's treatment. For example, if I believe that a child, an elderly person, or a disabled person is being abused, I must file a report with the appropriate state agency.

If I believe that a client is threatening serious bodily harm to another, I am required to take protective actions, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization. If a client threatens to harm him/herself, I may be required to seek hospitalization for the client, or to contact family members or others who can help provide protection.

These situations have rarely arisen in my practice. Should such a situation occur, I will make every effort to fully discuss it with you before taking any action.

I may occasionally find it helpful to consult about a case with other professionals. In these consultations, I make every effort to avoid revealing the identity of my client. The consultant is, of course, also legally bound to keep the information confidential. Unless you object, I will not tell you about these consultations unless I feel that it is important to our work together.

While this 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, which you may have at our next meeting. The laws governing these issues are quite complex and I am not an attorney. While I am happy to discuss these issues with you, if you need specific advice, formal legal consultation may be desirable.

Initial for all of the above \_\_\_\_\_

## **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts your life, your diagnosis, the goals that we set for treatment, your progress towards 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. Except in unusual circumstances that involve danger to yourself or others or makes reference to another person (unless such other person is a health care provider), and I believe that access is reasonably likely to cause substantial harm to such other person (or if information is supplied to me confidentially by others) you or your legal representative 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, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most situations, I am allowed to charge a copying fee of .20 per page. The exception to this policy is contained in the attached Notice Form. Pursuant



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of HIPAA I cannot refuse your request to access to your records, (except for information provided to me confidentially by others), which I will discuss with you upon request.

In addition, I also keep a set of Psychotherapy Notes. The notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of the Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record [and information supplied to me confidentially by others]. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Also, you should know that Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

Initial \_\_\_\_\_

## 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 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, the attached Notice Form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

## MINORS

**If you are under eighteen years of age, please be aware that the law provides your parents/legal guardians with the right to examine your treatment records and to authorize their release to others, for example, your family doctor.** Because of the importance of confidentiality in assuring a free and open discussion of problems, I encourage parents/legal guardians to agree to respect confidentiality of our communication. As part of this process, I will discuss with your parents/legal guardians and you the type of information that they want to know and what can be considered confidential. If you disagree, you have the right to limit what you reveal in therapy.

## CONFIDENTIALITY

In general, the confidentiality of all communications between a client and a psychologist is protected by law, and I can only release information about our work to others with the written permission of your parents/legal guardians. In most judicial proceedings, your parents/legal guardians have the right to prevent me from providing any information about your treatment. However, in some circumstances such as child custody proceedings and proceedings in which your emotional condition is an important element, a judge may require my testimony if he/she determines that resolution of the issues before him/her demands it.

There are some situations in which I am legally required to take action to protect others from harm, even though that requires revealing some information about a client's treatment. For example, if I believe that a child, an elderly person, or a disabled person is being abused, I must file a report with the appropriate state agency.

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I may occasionally find it helpful to consult about a case with other professionals. In these consultations, I make every effort to avoid revealing the identity of my client. The consultant is, of course, also legally bound to keep the information confidential. Unless you object, I will not tell you about these consultations unless I feel that it is important to our work together.

While this 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, which you may have at our next meeting. The laws governing these issues are quite complex and I am not an attorney. While I am happy to discuss these issues with you, should you need specific advice, formal legal consultation may be desirable. If you request, I will provide you and your parents/legal guardians with relevant portions or summaries of the applicable state laws governing these issues.

Your signature below and that of your parents/legal guardians (at the end of this contract) indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

Signature of minor (when appropriate): \_\_\_\_\_ Date: \_\_\_\_\_

Your signature below indicates that you have read this Agreement and agree to its terms for psychological services with the Atlanta Consulting and Psychological Services, LLC. Your signature additionally serves as an acknowledgement that you have read the Privacy Policies and Procedures statement in the Agreement as well as the Notice form regarding the protected privacy of your health information.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Adult Client or Collateral Contact/Legal Guardian/Legal Representative of Minor

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Adult Client or Collateral Contact/Legal Guardian/Legal Representative of Minor

1 Who is designated as the client has implications in terms of who has "privileged communication" under the law. If more than one person will be involved in therapy, please discuss this with me.