

Psychological and School Services of Eastern Carolina, PLLC
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Psychotherapist-Client Services Agreement

Psychological Services

Psychotherapy is not easily described in general statements. It varies depending on personalities of the therapist and clients and the particular problems you are experiencing. There are many different methods I may use to deal with the needs 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 in 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 been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will 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 me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them as they arise. If your doubt persists, I will be happy to help you set up a meeting with another health professional for a second opinion.

Meetings

I normally conduct an initial evaluation during our first to second initial sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your goals. Sessions will be scheduled for either 25 minutes, 45 minutes, 60 minutes, or 75 minutes. During this time, I will need some minutes to review and take notes. **Once an appointment is scheduled, you will be expected to pay unless you provide 48 hours advance notice of cancellation (unless I 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 and no shows.** Please note in order to best serve everyone, 48 hours is needed to reschedule another client. If you miss this time frame, my office manager will make every effort to fill the hour with another client. If she is unable to reschedule another client, a late cancellation fee will be applied. There is a late cancellation fee of \$75.00 for each hour. In addition, a no-show fee of \$125.00, full cost, for each hour will be applied. Please contact my office manager, Melinda Bustamante at (252) 256-3343, for scheduling changes.

In addition to appointments, I charge for other professional services that you may need, which may include report writing, test scoring, telephone conversations, consulting with other providers with your permission, preparation or records, writing treatment summaries, writing letters, and the time spent performing any other services at your request. There is a fee of \$30.00 for each 15-minute spent in any of these activities.

Contacting Me

Due to my work schedule, I am often not immediately available by phone. While I am usually in one of my offices between 9:00am to 7:00pm Tuesday and Wednesday, I do not answer the phone when I am with a patient. Please note that, I work out of town Thursday and Friday and at a private school most Mondays. When I am unavailable, you may receive my voicemail. Feel free to leave a message. I will make every effort to return the call the same day or within 48 hours for non-emergencies. The office number is (252) 227-3247. If it is an immediate emergency, please call 911. In addition, there is always a mental health professional available at your local emergency room.

Limits on Confidentiality

The law protects the privacy of all communications between a patient and a therapist. In most situations, I can only release information about your treatment, evaluation, and diagnosis to others if you sign a written authorization form that meets certain legal requirements imposed by HIPPA. 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:

I may occasionally find it helpful to consult with other health professionals about a case. During a consultation, I make effort to avoid revealing the identify of my patient. The other professionals are also legally bound to keep information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations, but not supervision notes, in your client record.

You should be aware that I employ administrative staff and contractual staff. In most cases, I need 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 information outside of practice without the permission of a professional staff member. As required by HIPPA, I have a formal business associate contract with this/these business(es), in which it/they promise to maintain confidentiality of this data except as specifically allowed in the contract or otherwise required by law.

Disclosures required by health insurers or to collect overdue fees associated with this Agreement.

If I believe that a patient presents an immediate danger to his/her health or safety, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

There are some situations where I am permitted or required to disclose information without either your consent or authorization:

1. If you are involved in a court proceeding and a request is made for information concerning professional services that I provide to you, such information is protected by the therapist-patient privilege law. I cannot provide any information without your written consent or authorization, or a court order. If you are involved in or contemplating litigation, you should consult your attorney to determine whether a court would be likely to order me to disclose information.
2. If a government agency is requesting information for health oversight activities, I may be required to provide it for them.
3. If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
4. If a patient files a worker's compensation claim, and my services are being compensated through workers compensation benefits, I must, upon appropriate request, provide a copy of the patient's record to the patient's employer or North Carolina Industrial Commission.
5. According to North Carolina Psychology Board, I am required to receive clinical supervision with my supervisor, Raymond Webster, Ph.D., PA on some of my cases.

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

1. If I have cause to suspect that a child under 18 is abused or neglected, or if I have reasonable cause to believe that a disabled adult is in need of protective services, the law requires that I file a report with the appropriate County Director of Social Services. Once such a report is filed, I may be required to provide additional information.
2. If I believe that a patient presents an immediate danger to the health and safety of another, I may be required to disclose information in order to take protective actions, including initiating hospitalization, warning the potential victim, and/or calling the police.

3. 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.

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

Minors and Parents

Children of any age have the right to independently consent to and receive mental health treatment without parental consent and, in that situation, information about the treatment cannot be disclosed to anyone without the child's agreement. While privacy in psychotherapy is important, particularly with teenagers, parental involvement is also essential to successful treatment and this requires some private information to be shared with parents. It is my policy not provide treatment to a child under 18 unless he/she agrees that I can share whatever information I consider necessary with his/her parents. For children 18 and over, I request agreement between my patient and his/her parents allowing me to share general information about progress of the child's treatment and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other information will require the child's authorization, unless I feel that the child is in danger or is in danger to someone else, in which case, I will notify the parents of my concern. Before giving parent any information, I will discuss the matter with the child, if possible, and do my best to handle any objection he/she may have.

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 that requires another arrangement. Payment schedules for other services will be agreed to when they are requested by you. If your account has not been paid for more than 40 days and arrangements for payment have not been agreed upon, I 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 will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of the services provided, and the amount due. Please note that failure to pay on account may result in termination. Please contact my office manager, Melinda Bustamante at (252) 256-3343 with billing concerns and questions.

Insurance Reimbursement

As a courtesy, we will file insurance for you, it is your responsibility to pay costs. 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, cover that cost, and provide you with whatever assistance I can in helping you receive benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of fees. 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 any questions about the coverage, call your plan administrator. Of course, the office manager will provide you with whatever information she can based on her 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, my office manager will be willing to call the company on your behalf.

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 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 patients feel that they need more services

after insurance benefits end. [Some managed care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find you another provider who will help you continue your psychotherapy.]

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 clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Client Record. In such situations, I will make an effort to release only the minimum information about you that is necessary for the purpose requested. This information will become a part of the insurance companies' 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 will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier.

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 my services yourself to avoid the problems described above [unless prohibited by contract].

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGMENT THAT YOU HAVE REVIEWED THE HIPPA NOTICE OF PRIVACY PRACTICES.

Patient Signature/Date:

Witness Signature/Date:
