

Insight for Wellness

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Outpatient Service Treatment Contract Consent Form

Psychotherapist-Client Contract

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

Psychotherapy Services

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and client and the particular problems you bring forward. There are many different methods I 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 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 also been shown to have benefits for people who go through it. 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.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to 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 any questions about my procedures, we should discuss them whenever they arise. If your doubt persists, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

(1)Initial: _____

Meetings

I normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide whether I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy has begun, I will usually schedule one 50-minute to 60-minute session (one appointment hour of 50- 60 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide **24 hours advance notice of cancellation** (unless we both agree that you were unable to attend due to circumstances beyond your control such an illness or medical emergency). If possible I will try to find another time to reschedule the appointment.

(2) Initial: _____

Professional Fee

Your therapy may be paid by your insurance carrier. If you are insured please let me know if you would like for us to provide you with a super bill that you may provide to your insurance company for reimbursement. This will not guarantee payment. It is your responsibility to check with your policy. If you would like for us to be paid directly by your carrier we will collect your insurance information for a pre-authorization with information regarding any co-payments or deductibles that will be due at the time of your service. Payments can be made via personal or bank check, cash, or Pay Pal. If you choose to use pay pal an email will be sent to you for payment.

If you would like to receive an invoice and payment via Pay Pal please provide me with your

****email address:** _____

My initial Diagnostic Evaluation is \$325.00. My session fee is \$ 175.00 for individuals and 200.00 for couples. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. \$50.00 per 15 min increments.

A fee schedule is available upon request. Other services include report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$350.00 per hour for preparation and attendance at any legal proceeding.

If you are experiencing financial hardship you may qualify for a sliding scale fee of \$_____ for the Initial Diagnostic Evaluation and \$_____ for my hourly treatment session.

(2) Initial: _____

Billing and Payments

You will be expected to pay for each session at the time it is held, unless we agree otherwise or pre-authorized for payment via your insurance carrier.

Payment schedules for other professional services will be agreed to when they are requested.

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 the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collections situations, the only information I release regarding the client's treatment is his/her name, then nature of services provided, and the amount due.

(3) **Initial:** _____

Contacting Me

I am often not immediately available by phone, email, or text messages. When I am in the office I probably will not answer the phone when I 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 exceptions of weekends and holidays, therefore, any messages left on my voice message may take 24-72 hours to be returned. If you are difficult to reach, please inform me of times when you are available. I am unable to take any urgent phone calls. If you are unable to reach me and feel that you can't wait for me to return you call or feel that your call is urgent, contact your family physician, 911, or the nearest emergency room and ask for the clinician/psychologist/psychiatrist 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.

(4) **Initial:** _____

Professional Records

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records, or I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted by and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. Clients will be charged an appropriate fee for any professional time spent responding to information requests. Treatment records are kept with minimal information and include: Assessments; Treatment plans which we will be reviewing together; Progress Notes. Treatment records may be requested by your insurance company.

(5) **Initial**_____

Health Insurance Portability and Accountability Act

What is HIPAA?

HIPAA is the acronym for the Health Insurance Portability and Accountability Act that was passed by Congress in 1996. HIPAA does the following:

- Provides the ability to transfer and continue health insurance coverage for millions of American workers and their families when they change or lose their jobs;
- Reduces health care fraud and abuse;
- Mandates industry-wide standards for health care information on electronic billing and other processes;
- and
- Requires the protection and confidential handling of protected health information

HIPAA is organized into separate "Titles." For information on the HIPAA Titles, please go to the HIPAA Title Information Page.

Health Insurance Portability

The portion of HIPAA addressing the ability to retain health coverage is actually overseen by the California Department of Insurance and the California Department of Managed Health Care. The links below will take you to useful information about retaining your health insurance.

What is HIPAA?

California Department of Managed Health Care - HIPAA and Conversion Coverage

Protection and Confidential Handling of Health Information

The HIPAA Privacy regulations require health care providers and organizations, as well as their business associates, develop and follow procedures that ensure the confidentiality and security of protected health information (PHI) when it is transferred, received, handled, or shared. This applies to all forms of PHI, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

DHCS has a Privacy Office that oversees compliance on all state and federal privacy laws, including HIPAA.

Insight for Wellness complies with HIPAA.

Please initial and provide information as it applies to you (please note that email and text messages will be protected by me and the internet servers secure,however, this is a new area and confidentiality may be compromised. It is recommended that minimal confidential information be exchanged using this method of communication).:

Email Contact (appointments and reminders)	Yes	No
Phone messages	Yes	No
Text appointment reminders	Yes	No

I have read and understand what HIPAA is.

(6) **Initial:** _____

SKYPE TELECONFERENCE

Skype encryption technology utilizes the “AES encryption protocol”, it meets the Federal Information Processing Standards (FIPS) for electronic transmission under HIPAA.

However please note that:

One major issue with Skype is the fact that they have been unwilling to declare that they are HIPAA compliant or sign a BAA (Business Associate Agreement) which is a necessary requirement for HIPAA compliance. This means that Skype does not disclose security breaches or findings from security audits. Therefore, if you use Skype, you do so knowing that you are using a vendor who has declared that they won't provide providers with a “Business Associate Agreement,” as mandated by HIPAA.

Skype Yes _____ no _____

Confidentiality

In general, the law protects the privacy of all communications between a client and a psychologist, and I can release information about our work to others only with your written permission. But there are a few exceptions.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he or she determines that the issues demand it.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a client's treatment. For Example, if I believe that a child, elderly person, or disabled person is being abused, I must file a report with the appropriate state agency. Additionally, if I believe that a client is threatening serious bodily harm to another, I am required to take protective action.

These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. If the client threatens to harm himself or herself, I may be obligated to seek hospitalization for him or her or to contact family members or others who can help provide protection.

These situations have rarely occurred in my practice. If a similar situation occurs, I will make every effort to fully discuss it with you before taking any action. I may occasionally find it helpful to consult with other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The consultant is also legally bound to keep the 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:

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 that you may have at our next meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

(7) Initial: _____

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional-therapeutic- relationship.

Patient Signature: _____ Printed: _____

Therapist Signature: _____ Printed: _____

Therapist License #: _____ Date Signed: _____