

CLEAR BROOK COUNSELING SERVICES

OUTPATIENT SERVICES 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 that you might have so that we can discuss them at our next meeting. Once you sign this, it will constitute a binding agreement between us.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personality of both the therapist and the patient and the particular problems that the patient brings. There are a number of different approaches that can be utilized to deal with the problems you hope to address. Psychotherapy is not like visiting a medical doctor, in that it requires a very active effort on your part. In order to be most successful, you will have to work both during our sessions and at home.

Psychotherapy has both benefits and risks. Risks sometimes include experiencing uncomfortable levels of feelings like sadness, guilt, anxiety, anger and frustration, loneliness and helplessness. Psychotherapy often requires recalling unpleasant aspects of your history. Psychotherapy has also been shown to have benefits for people who undertake it. It often leads to a significant reduction of feelings of distress, better relationships, and resolution of specific problems, but there are no guarantees about what will happen.

By the end of the evaluation, I will be able to offer you some initial impressions of what our work will include and an initial treatment plan. 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 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 whenever they arise. If your doubts persist, I will be happy to help you to secure an appropriate consultation with another mental health professional.

MEETINGS

My normal practice is to 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 objectives. If psychotherapy is initiated, I will usually schedule one 45-minute session (one appointment of 45 minutes duration) per week at a mutually agreed upon time, although sometimes sessions will be longer or more frequent. Once this appointment 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). If it is possible, I will try to find another time to reschedule the appointment.

PROFESSIONAL FEES

My hourly fee is \$140.00. In addition to weekly appointments, it is my practice to charge this amount on a prorated basis for other professional services you may require such as

report writing, telephone conversations that last longer than 10 minutes, attendance at meetings or consultations with other professionals that you have authorized, preparation of records or treatment summaries, or the time required to perform any other service that you may request of me. In unusual circumstances, you may become involved in a litigation that may require 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 \$200.00 per hour for preparation for, and attendance at, a legal proceeding.) There is a \$2,000.00 non-refundable retainer charged for this service. The retainer is due no matter who calls me in to testify.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise or you have insurance coverage that 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 may be willing to negotiate a 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 I will release about a client's treatment would be the client's name, the nature of the services provided, and the amount due.

INSURANCE REIMBURSEMENT

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 benefits 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 that we have agreed to. 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 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 HMO's and PPO's, 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, while quite a lot can be accomplished in short-term therapy, many clients feel that more services are necessary after insurance benefits expire. Some managed care plans will not allow me to provide services to you once your benefits are no longer available. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.

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 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. If you request it, I will provide you with a copy of any report, that I submit.

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 that are described above.

CONTACTING ME

I am often not immediately available by telephone. While I am usually in my office between 11 A.M. and 5 P.M., Tuesday, Wednesday, and Friday, I usually will not answer the phone when I am with a client. 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 cannot reach me, and you feel that you cannot wait for me to return your call, you should call your family physician or the emergency room at the nearest hospital and ask for the doctor on call. If I am unavailable for an extended time, I will provide you with the name of a trusted colleague whom you can contact if necessary.

PROFESSIONAL RECORDS

Both law and the standards of my profession require that I keep appropriate treatment records. You are entitled to receive a copy of the records, unless I believe that seeing them would be emotionally damaging. We can go over the records together, or I can provide them to an appropriate mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or upsetting, so I recommend that we review them together so that we can discuss what they contain. (I am sometimes willing to conduct such a meeting without charge.) Clients will be charged an appropriate fee for any preparation time that is required to comply with an information request.

MINORS

If you are under eighteen years of age, please be aware that the law may provide your parents with the right to examine your treatment records. It is my policy to request an agreement from parents that they consent to give up access to your records. If they agree, I will provide them only with general information on how your treatment is proceeding unless I feel that there is a high risk that you will seriously harm yourself or another, in which case I will notify them of my concern. I will also provide them with a summary of your treatment when it is complete. Before giving them any information I will discuss the matter with you and will do the best I can to resolve any objections you may have about what I am prepared to discuss.

Research has shown that experiential counseling techniques are often more effective with adolescents than traditional psychotherapeutic approaches. I have found these approaches reduce anxiety and help young people disclose with greater comfort and candor. If you have any concerns or questions about the utility of these methods, please bring them to my attention. I will be happy to discuss with you any therapeutic technique that I use with your child. Unless I hear from you and you so state your intention, I will assume that I have your permission to use my clinical judgment in regards to your son/daughter.

CONFIDENTIALITY

In general, law protects the confidentiality of all communications between a client and a mental health counselor, and 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.

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.

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 would 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 that you may have at your next meeting. As you might suspect, 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 with relevant portions or summaries of the applicable state laws governing these issues.

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

Client signature

Date

Counselor signature

Date

Witness signature

Date