

Client Name: \_\_\_\_\_

Appt. Date & Time: \_\_\_\_\_

## **Psychological HealthCare, P.L.L.C. Client Information Statement & Treatment Agreement**

### **Introduction:**

Thank you for choosing Psychological HealthCare (PHC). We would like to take this opportunity to acquaint you with information relevant to treatment, confidentiality and practice policies. Your therapist will answer any specific questions you may have regarding any of these policies.

When you sign this document, it will represent an agreement between you and your PHC therapist. You may revoke any aspects of this Agreement in writing at any time by sending such written notification to PHC's office address. The revocation will be binding on PHC and your therapist unless we have taken action in reliance on it, if there are obligations imposed upon us 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 to PHC.

### **Goals of Treatment:**

It is the desire of your therapist at PHC to assist you with the difficulties you are experiencing in your life. The major goal of treatment is to help you identify and cope more effectively with problems in your daily life and to deal with internal conflicts which may disrupt your ability to function effectively. These goals are accomplished by:

1. Increasing personal awareness.
2. Identifying personal treatment goals
3. Increasing personal responsibility & acceptance to make necessary changes.

Psychotherapy is not easily described in general terms. There are a number of different approaches, which can be utilized to address your problems. It is different from visiting a medical doctor, in that psychotherapy requires a very active effort on your part. In order to be successful, you will have to work on things that you and your therapist talk about both during your sessions and at home.

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

## **Appointments and Emergencies:**

Appointments are usually scheduled for 45 minutes. Your therapist and you may agree on a different time frame. Clients are usually seen weekly or more/less often as need dictates and as you and your therapist agree. We suggest that you schedule your appointments so that nothing is likely to interfere with your keeping them, since therapist's schedules are set a week or more in advance and it can be difficult to be flexible in moving your appointment. However, we realize that emergencies do occur and we would rather help you move your appointment time than have you cancel.

After hours' messages about appointments (usually cancellations), etc. may be left for your therapist by calling the PHC office where you are seen or by calling our main office at (315) 422-0300.

**In the event of a crisis or emergency**, call (315) 433-6072 and the answering service will contact your therapist. If your therapist is not available, the psychologist on-call for the practice will be notified by the answering service and call you back. We are available 24 hours a day to assist you with emergency situations. In extreme emergencies, please go to the Comprehensive Psychiatric Emergency Program (CPEP) at St. Joseph's Hospital, 201 Prospect Avenue, Syracuse, (315) 448-6555.

## **Record Keeping:**

A clinical record is maintained describing your condition, your treatment, your progress in treatment, dates of and fees for treatment, correspondence with other providers, and notes describing each therapy session. Inactive charts are stored in a locked room in our Syracuse office.

You are entitled to receive a copy of the records, but if you wish, your therapist can prepare an appropriate summary. If you wish to see the records, PHC recommends that you discuss this with your therapist and, if your therapist and you agree, that you review them in your therapist's presence so that you can discuss the contents. In most circumstances, PHC charges a copying and preparation fee of \$.75 cents per page. If your therapist refuses your request for access to your records, you have a right to review this denial, which your therapist will discuss with you upon request.

## **Limits on Confidentiality:**

All Psychological HealthCare, P.L.L.C. clients' conversations and records are confidential and, in most situations, will not be shared outside of PHC without the client's written consent. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for these activities, as follows:

- Your therapist may occasionally find it helpful to consult other health or mental health professionals about a case. Any professional consulted is also legally bound to keep the information confidential. If you do not object, your therapist will not tell you about these consultations unless she/he feels that it is important. All consultations will be noted in the Clinical Record.
- You should be aware that your therapist practices with other mental health professionals and that PHC employs administrative staff. In most cases, your therapist needs to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- PHC also has a contract with Perfect Care, a billing software company. As required by HIPAA, PHC has a formal business associate contract with this business, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, PHC can provide you with the names of these organizations and/or a blank copy of the contract.
- Disclosures required by your health insurers or to collect overdue fees. Please be aware that if you utilize your health insurance to pay for PHC services your insurer may review your records.
- If a client threatens to harm himself/herself, your therapist may be obligated to seek hospitalization for the client, or to contact family members or others who can help provide protection.

There are some situations where your therapist is permitted or required to disclose information without either your consent or Authorization:

- If you are in a court proceeding and a request is made for information concerning the professional services that your therapist provided you, such information is protected by the psychologist-client privilege law. Your therapist cannot provide any information without your 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 your therapist to disclose information.

- If a government agency is requesting the information for health oversight activities, your therapist may be required to provide it for them.
- If a client files a complaint or lawsuit against your therapist, he/she may disclose relevant information regarding that client in order to defend himself/herself.
- If your therapist is providing treatment for conditions directly related to a worker's compensation claim, he/she may have to submit such records, upon appropriate request, to the Chairman of the Worker's Compensation Board on such forms and at such times as the chairman may require.

There are some situations in which your therapist is legally obliged to take action, which your therapist believes is necessary to attempt to protect others from harm and your therapist may have to reveal some information about a client's treatment. These situations are unusual.

- If your therapist receives information in his/her professional capacity from a child or the parents or guardian or other custodian of a child that gives the therapist reasonable cause to suspect that a child is an abused or neglected child, the law requires that he/she report to the appropriate governmental agency. Once a report is filed, your therapist may be required to provide additional information.
- If a client communicates an immediate threat of serious physical harm to an identifiable victim, your therapist may be required to take protective action. These actions may include notifying the potential victim, contacting the police or seeking hospitalization for the client.

If such a situation arises, your therapist will make every effort to fully discuss it with you before taking any action and he/she will limit their disclosure to what is necessary.

### **Minors & Parents**

Some minors, including those who are married and/or have children themselves, may make healthcare decisions for themselves. In general, however, under New York law, a parent's consent is necessary for the treatment of a minor, defined as a person under the age of eighteen, and parents are entitled to protected health information regarding their child's treatment. While privacy in psychotherapy is very important, particularly with adolescents, parental involvement is also essential to successful treatment, especially with younger children. If the therapist believes that a child is a danger to him/herself or is a danger to someone else, the therapist will notify the parents of these concerns.

### **Custody Policy**

In the case of a minor child, it is the policy of Psychological HealthCare to obtain consent for treatment from both parents, especially in cases where the parents are divorced or legally separated. The exception to this policy is when a legal document can be presented showing legal custody assigned to one parent. In order to best serve the interests of the minor child, it is

important to have both parents aware of treatment. Information obtained by the provider from one parent is confidential between that parent and the provider. Information regarding the child's general treatment progress may be made available to both parents, pursuant to Psychological HealthCare's policy on the treatment of minor children and New York State Mental Health Law.

### **Fees and Method of Payment:**

Self-pay clients or those with insurance co-pays are expected to pay fees at the time that service is provided. If you find it necessary to discuss other financial arrangements, this may be done with the Business Office staff prior to your first visit or at the time of your first visit. Checks returned to PHC for insufficient funds will be assessed a \$30.00 returned check fee.

If your account is more than 60 days in arrears and suitable arrangements for payment have not been agreed to, PHC has the option of using legal means to secure payment, including collection agencies or small claims court. If such legal action is necessary, the cost of bringing the proceeding will be included in the claim. In most cases, the only information, which PHC will release, will be the client's name, the nature of the service(s) provided, and the amount due.

### **Additional Services:**

Unfortunately, health insurance does not cover all services you may need and that we provide at your request. Therefore, please be advised that you will be charged directly for services such as lengthy telephone calls with you or with other professionals, reports or letters written on your behalf, attendance at meetings, reviewing records, scoring diagnostic tests, etc. The charge for these services is the same as for therapy and will be pro-rated based on time expended.

If you become involved in litigation, which requires your therapist's participation, you will be expected to pay for the professional time required **even if your therapist is compelled to testify by another party**. Because of the complexity and difficulty of legal involvement, PHC charges \$280.00 per hour for psychologists and \$220.00 per hour for social workers for preparation for, and attendance at, any legal proceeding.

**The remaining pages of this Client Treatment Agreement, containing financial information specific to you and your insurance coverage, and requiring your informed consent, will be presented to you by the office staff at your first appointment.**

*(Revised 6/20/11)*