



Center for  
Interpersonal  
**EFFECTIVENESS**

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### CLIENT SERVICES AGREEMENT

Welcome to my practice! This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides you 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 we provide you with a Notice of Privacy Rights (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 we obtain your signature acknowledging that we have provided you with this information. 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. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on us unless we have taken action in reliance on it; if there are obligations imposed on 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.

#### PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist and patient, and the particular problems you are experiencing. There are many different methods we 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 many benefits. 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 provider you select. If you have questions about procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

#### MEETINGS

I normally conduct an evaluation that will last from 1 to 2 sessions. If psychotherapy is begun, I will usually schedule one 45-50-minute session weekly or biweekly at a time we agree on, although some sessions may be longer or more or less 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].** It is important to note that insurance companies do not provide reimbursement for cancelled sessions.

#### PROFESSIONAL FEES

Your health insurance may cover all or part of the fees and I will work with you to facilitate the exchange of information with your insurance company for payment. **However, you are ultimately responsible for all fees incurred.** You should contact your Health Insurance Company or consult with us for any additional information. In circumstances of extreme financial hardship, we may be willing to negotiate a fee adjustment or installment payment plan.

##### Standard fees and charges:

- |  |          |   |          |
|--|----------|---|----------|
| • Clinical Evaluation                      | \$185.00 | • 20-30 minutes play therapy session          | 80.00    |
| • 75-80 minutes individual therapy session | \$175.00 | • 45-50 minutes family/couple therapy session | \$135.00 |
| • 45-50 minutes individual therapy session | \$125.00 |   |          |
| • 20-30 minutes individual therapy session | 80.00    |   |          |

I also charge \$125 per hour for other professional services you may need, though I will break down the hourly cost if we work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 5 minutes, consulting with other professionals with your permission, 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 our participation, you will be expected to pay for all of my professional time, including preparation and transportation costs and time, even if I am called to testify by another party.

It is my policy of the office to bill each client on a weekly to bi-weekly basis for any outstanding balance. **An invoice is considered overdue if we have received no payment within a 30-day period. Accounts, which are 90 days overdue, may be turned over to a collection agency.**

## CONTACTING US

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, my contracted staff or an automated voice mail will answer the telephone and provide instructions. 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 inform me of some times when you will be available. Instructions for emergency calls are given my outgoing voicemail message accessed through 515-289-9136. Your local emergency room or law enforcement agency can provide emergency help if the crisis is acute. Scheduling and canceling of appointments are handled through the same number. You may leave a message on the voicemail to cancel appointments. Please include your name, the appointment time, and a contact phone number.

## LIMITS ON CONFIDENTIALITY

I may occasionally find it helpful to consult other behavioral health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless we feel that it is important to our work together. We will note all consultations in your Clinical Record which is called "PHI" (private health information). The attached "Notice or Privacy Rights" is yours to keep. You may also have a copy of this document if you request it.

The law protects the privacy of all communication between a client and a mental health care provider. In most situations, I can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA, Iowa law, and or other Federal codes. There are other situations that require only that you provide written, advance consent. However, in the following situations, no authorization is required.

- You should be aware that in my practice I may have other mental health professionals and that I may contract administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, quality assurance, etc. All of the mental health and substance abuse 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 your written permission as well as the permission of the professionally licensed staff.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a client threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her or to contact family member or others who can help provide protection.
- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the therapist-client privilege law. We cannot provide any information without your (or your legal representative's) 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 us to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to establish any necessary legal defense.
- If a client files a worker's compensation claim, I must, upon appropriate request, provide appropriate information, including a copy of the client's record, to the client's employer, the insurer, or the Department of Worker's Compensation.

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

- If I have reasonable cause to believe that a child I have provided services to has been abused or if I suspect that a dependent adult has been abused, the law requires that we file a report with the appropriate governmental agency, usually the Department of Human Services. Once such a report is filed, I may be required to provide additional information.
- If a client communicates an immediate threat of serious physical harm to an identifiable victim, I may be required to disclose information in order to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. This is our required "Duty to Warn/Protect."
- If a client communicates an imminent threat of serious physical harm to him/herself, I may be required to disclose information in order to take protective actions. These actions may include, contacting the police, or seeking hospitalization for the patient. This is our required "Duty to Warn/Protect."

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 that 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.

## **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, I keep protected health information (PHI) about you in my professional records. The clinical record includes such information as the issue which brought you to treatment, history related to your treatment, a treatment plan, notes including the date and length of sessions and your progress, and copies of your authorizations for treatment and for disclosure of PHI. It will also contain billing information, demographic information and may contain letters or reports that I have sent or obtained at your request from other treatment providers. Except in unusual circumstances that involve danger to yourself and others or makes reference to another person (unless such other person is a healthcare provider) and I believe that access is reasonably likely to cause substantial harm to such other persons [or where information has been supplied to us by other confidentially], you 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 our presence, or have them forwarded to another mental health professional so you can discuss the contents. I am sometimes willing to conduct this review meeting without charge. In most situations, I am allowed to charge a copying fee of \$1.00 per page, and for certain other purposes.

## **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 our privacy policies and procedures. You have the right to receive treatment in the most appropriate and ethical manner. I strictly prohibit language or behavior which is derogatory, threatening, or sexually harassing. If a problem arises we encourage all clients to discuss the issue directly with their therapist, the clinical director, or to fill out a grievance form which will be responded to expeditiously. If none of these methods are satisfactory, I will provide information to assist clients to contact the appropriate licensing or credentialing oversight bodies for further recourse. I strongly encourage client feedback, opinions, and recommendations offered in any form with which each client feels most comfortable. I am happy to discuss any of these rights with you at your request at any time.

## **MINORS & PARENTS**

Clients under 18 years of age who are not emancipated and their parents should be aware that in most cases the law allows parents to examine their child's *mental health* treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes our practice to request an agreement from parents and youth that the parent's will refrain from exercising their full right to their access to their child's records. If all agree, during treatment I will provide parents with information about the 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/youth treatment when it is complete. We will all agree that any other communication will require the youth's

authorization, unless I feel that he/she is in danger or is a danger to someone else, in which case, I will notify the parents of our concern. Before giving parents any information, I will discuss the matter with the youth, if possible, and do my best to handle any objections he/she may have. This is a delicate issue for all involved and I welcome open discussions with parents about how best to serve their children.

## **INSURANCE REIMBURSEMENT**

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. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our fees. It is very important that you find out exactly what mental health services your insurance policy covers.

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 pre-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 clients may need more services after insurance benefits end. Some managed-care plans will not allow us to provide services to you one your benefits end. If this were the case, I would do our best to either work out an appropriate fee arrangement for you or find another provider who would help you continue your psychotherapy.

You should also be aware that your contract with your health insurance company requires that I provide them with information relevant to the services that I provide to you. If you are seeking reimbursement for services under your health insurance policy, you will be required to sign an authorization (below) that allows us to provide such information. I am required to provide a clinical diagnosis. Sometimes, I will be requested to provide additional clinical information such as a treatment plans or summaries, or copies of your entire Clinical Record. This may require additional authorization. If you refuse such authorization, the insurance company can deny your claims and you will be responsible for paying for services yourself. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company 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 I have all of the information about your insurance coverage, I 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 our services yourself to avoid the problems described above.

In closing, I want to thank you for choosing me to be your behavioral health care provider. I do not take lightly your faith in my services and will do all I can to help you reach your potential and gain greater satisfaction, happiness, and effectiveness in your life.

Pamela J. Davis, MA LMFT  
Licensed Marriage and Family Therapist



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### **YOUR SIGNATURE BELOW ACKNOWLEDGES AGREEMENT TO THE FOLLOWING:**

1. You have read the information in this document, are voluntarily consenting to evaluation and/or treatment, and agree to abide by this document's terms during our professional relationship.
2. You have received a copy of the HIPAA Notice of Privacy Rights (which should be given to you with this document). That notice is yours to keep.
3. You request that payment of insurance benefits for services you have received be paid directly to Pamela J. Davis, MA LMFT when assignable.
4. You authorize Pamela J. Davis, MA LMFT to release to your insurance carrier and its agents any PHI (Protected Health Information) needed to determine these benefits.
5. You realize that the services to be provided have not been guaranteed for payment under your health benefit program and therefore you agree to be responsible for fees not covered by your insurance carrier or HMO.
6. You acknowledge and understand that the clinicians of CIE are independent practitioners having no professional or legal relationship and whose association is for the limited purpose of centralized administrative services only.

\_\_\_\_\_  
Signature of client (or Responsible Party)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Pamela J. Davis, MA LMFT

\_\_\_\_\_  
Date Signed

At your request we will provide you a copy of this signed page.

Accepts Copy

Refuses Copy