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# PSYCHOLOGICAL SERVICES CONTRACT

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully. Questions related to this agreement can be discussed at any time. When you sign this document, it will represent an agreement between us. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA). The law requires that I obtain your signature acknowledging that I have provided you with this information regarding my policies for protecting the privacy of your confidential medical information. Your signature acknowledges that you have read and agree.

### **PSYCHOLOGICAL SERVICES**

Psychotherapy is difficult to describe in general terms. It varies depending on the personality of both the therapist and the patient and the particular concerns of the patient. There are a number of different approaches that can be effective in the treatment process. During the course of psychotherapy, I am likely to draw on various psychological approaches depending on the issues that are being addressed and my assessment of what will benefit you. Psychotherapy is not like other forms of treatment in that it calls for an active effort on your part. In order for therapy to be most successful, you will want to consider and work on what we talk about during and outside of our sessions.

Participation in psychotherapy can have benefits and risks. Benefits include reduction of distressed feelings, increase of coping skills, improved relationships, improvement of presenting symptoms, and resolution of the concern that brought you to seek therapy. Achieving these benefits requires your involvement, honesty, and openness in order to make progress towards the goals you have set. The psychotherapy process can also have some risks, sometimes influenced by having to discuss unpleasant aspects of personal experiences in life. You may experience uncomfortable feelings such as sadness, guilt, anxiety, anger and frustration, loneliness, hopelessness and helplessness. At times patients may experience an increase of symptoms before they experience relief. Attempting to resolve issues can lead to changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, relationships, or other areas of your life. Change can sometimes be easy and swift, it can also at times seem slow and frustrating. Finally, while psychotherapy has been found to be beneficial and effective, there are no guarantees on the outcome.

Psychotherapy involves an initial evaluation period, which typically takes two to three sessions to complete. During this initial assessment period I will determine if I can be of benefit to you. I do not accept clients that I feel I cannot help. I will offer you some initial impressions of how our work together might be helpful should you decide to continue with treatment. You should evaluate this information along with your own impressions of whether you feel comfortable working with me. If I feel that I am not the best person to provide the services that you need in order to meet your treatment objectives, I will provide you with a number of referrals.

If you have questions or concerns about our work together, we can discuss them when they arise. It is important that we discuss your concerns and attempt to address them directly. If at any time during therapy I feel that I am not effective in helping you to reach your goals, I am obligated to discuss this with you and, if and when appropriate, terminate treatment. In such a case I would provide a number of referrals. If you decide at any time that our work together is not meeting your needs, I would be happy to help you determine the best course of action, such as beginning treatment with another mental health professional or disengaging in treatment altogether. When the time comes to end therapy, I recommend at least one session, if not more, to discuss our work together and what the future may hold.

#### CONFIDENTIALITY AND LIMITS ON CONFIDENTIALITY

The law protects the privacy and confidentiality of all communications between a patient and a psychologist. I will not reveal any information about you without your written authorization.

However, there are some situations where I am required to disclose information without either your consent or authorization. I have to report all of the following:

- If you seriously threaten to harm yourself
- If I reasonably suspect that a child under 18 is a victim of child abuse or neglect
- If you communicate a serious threat, or know someone who has made a serious threat, of imminent physical violence against an identifiable victim
- If I determine that you are unable to reasonably take care of yourself because of a mental or psychological disorder
- If I reasonably suspect elder or dependent abuse or neglect
- If you file a complaint or lawsuit against me (in which case I may disclose relevant confidential information in order to defend myself)
- If you tell me of yourself, or any person, viewing a film, photograph, video, etc, in which a child is engaged in an act of sexual conduct

In most legal proceedings you have the right to prevent me from providing any information about your treatment. However, in some proceedings involving child custody, and those in which your emotional condition is an important element, a judge may order the release of records and/or testimony.

I may occasionally find it helpful to consult about a case with another professional(s) for the benefit of a patient's progress. In these consultations I make every effort to avoid revealing the identity of and/or any identifying information about my patient. The consultant is also legally bound to keep the information confidential.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important to discuss any questions or concerns you may have regarding this. The laws governing these issues are quite complex. While I am willing to discuss these issues with you, you may decide you need specific advice and may find a formal legal consultation desirable.

### **MINORS & PARENTS**

If patients are under 18 years of age, the law may require parents/legal guardians to consent to the minor's psychotherapy treatment. The law also provides parents/legal guardians with the

right to examine treatment records. Privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, and parental involvement is also essential, so it is usually my policy to request an agreement with minors [over age 12] and their parents about access to client information such that parents/legal guardians give up access to such records. In consultation with the (minor) patient, I typically provide parents/legal guardians with only general information about the treatment process unless I believe that there is a high risk that the minor will seriously harm him/herself or another. This agreement provides that during treatment, I will provide parents with information about the progress of the treatment, feedback as to actions that may be helpful to the client's treatment, and the client's attendance at scheduled sessions. Before giving legal guardians any information I will discuss the matter with the minor, if possible, and will do the best I can to resolve any objections regarding confidentiality.

## PROFESSIONAL FEES, PAYMENT AND INSURANCE REIMBURSEMENT

If psychotherapy is initiated, we will decide the frequency of our meetings. In general, sessions are 45 minutes in length on a regular basis at a mutually agreed upon time. Once an appointment time is scheduled, you will be expected to pay for the full session unless you provide 48 hours advance notice of cancellation. If you need to cancel or re-schedule a session, please contact me at least 48 hours before your scheduled session to make other arrangements accordingly at that time.

My fee for the initial 60 minute intake evaluation session is \$275. My fee for a psychotherapy session is \$225.

Payment schedules for other professional services such as report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings or consultation with other professionals which you have authorized, preparation of records or treatment summaries, or the time required to perform other agreed upon professional services will be charged on a prorated basis.

You will be expected to pay for each session at the time of service unless we agree otherwise. I only accept "Private Pay" patients. I do not bill insurance or accept payments from insurance companies.

If you have a medical insurance policy, it may provide some coverage for mental health treatment. I can provide you with a statement which you can submit to the insurance company, however, you (not your insurance company) are responsible for full payment of my fees. The statement provided will include the information (diagnosis and psychotherapy CPT codes) typically required by insurance companies for reimbursement. You are responsible for determining the specific requirements for your insurance provider, and for understanding the benefits and the limits of their policy. It is important to note that insurance companies do not provide reimbursement for cancelled sessions and you will be charged the full amount.

### **CONTACTING ME AND EMERGENCIES**

I am often not immediately available by telephone due to the nature of my work,. 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, or the next business day, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. In emergencies, you can leave me a message. I will get back to you as soon as I am able. If you

are unable to reach me and feel that you can't wait for me to return your call, contact your family physician, the San Diego Crisis Line at 1-888-724-7240, call 911 or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name and contact information of a trusted colleague whom you can contact if necessary. PLEASE CALL ME IF YOU WANT TO REACH ME IN AN EMERGENCY, DO NOT USE TEXT MESSAGING OR EMAIL AS A WAY TO ALERT ME TO AN EMERGENCY. If you simply want someone to talk to for support, the County of San Diego operates the WARM Line, available every day during afternoons and evenings, at 1-800-930-9276.

### CONFIDENTIALITY OF E-MAIL AND CELL PHONE

It is important to be aware that e-mail and cell phone communication can be accessed by unauthorized people and hence, the privacy and confidentiality of such communication cannot be guaranteed. Emails and texts in particular are vulnerable to such unauthorized access. As a result, if you decide to limit in any way the use of any or all of the above mentioned communication devices, please notify me at the beginning of treatment. Because I do not check email or text as regularly as my phone voicemail, please do not use email or text in emergency situations.

### **LEGAL PROCEEDINGS**

If you become involved in legal proceedings that require my participation, you agree to pay for my professional time even if I am called to testify by another party. Because of the complicated nature of legal involvement, my fee is \$400/hour for preparation, travel time, being in attendance, testifying and any other case-related costs. Regarding custody evaluations, I am not a custody evaluator. By signing this form you agree not have me in court proceedings regarding custody for the effectiveness of therapy and your child's well-being.

### **COLLECTIONS PROCEDURES**

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 released about a patient's treatment would be the patient's name, the nature of services provided, and the amount due. I will notify the client before taking any action to collect through a third party.

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

Patient Name (please print)	Date
Patient Signature	Date
Parent/ Legal Guardian if Minor	Date
Amy Horne, Ph.D.	Date