



CA PSYCHOLOGY

CLIENT SERVICES AGREEMENT & INFORMED CONSENT

OVERVIEW

Welcome to my private telehealth 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 privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

PSYCHOLOGICAL SERVICES

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights of which you should be aware. As your psychologist, I have corresponding responsibilities to you. These rights and responsibilities are described below.

Therapy is a way of talking through your problems in order to begin resolving them. Psychotherapy is not like a medical doctor visit. You will need to play a very active role in deciding on treatment goals, discussing how to pursue those goals, and practicing new skills outside of session in order to bring about desired change. Depending on the particular problems you bring forward, there are many different methods I may use to help, and a number of new skills I may teach, so that you can begin to better manage your problems on your own. In order for therapy to be most effective, you will have to think about and practice the things we discuss both during our sessions and at home in-between sessions.

Therapy has been shown to have many benefits. You will likely learn to cope better with difficult emotions and situations, and strengthen your communication and interpersonal effectiveness skills. Therapy also often leads to improved relationships, better solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees of what you will experience, and at times, a therapy session may cause you to experience uncomfortable feelings, such as sadness, anger, anxiety, frustration, or loneliness. While I cannot prevent the experience of these emotions, I will do my best to help you develop tools to cope with these feelings.

Our first session will involve a formal evaluation of your needs and, depending on the complexity of your problems, this evaluation may continue during some of our follow up sessions. By the end of the evaluation, I will be able to offer you some impressions of what you are experiencing and what our work together will include if you decide to continue with therapy. You should consider this information very carefully, along with your opinions of whether you feel comfortable working

with me. Therapy involves a large commitment of time, money, and energy, so it is critical that you feel comfortable working with any therapist you select. If you have questions or concerns at any point, you should feel free to discuss them with me.

APPOINTMENTS

With every new client, I conduct a thorough psychological intake evaluation that takes approximately 90 minutes. Prior to this evaluation session I may ask you to complete an intake form and a number of questionnaires that may ask about your relevant personal history, as well as thoughts, feelings, behaviors, and/or experiences you may have/have had. If your experiences are complex or you need more time to tell your story, the evaluation may be extended beyond our 90 minute intake session. By the time the evaluation is complete, we can both decide if I am the best person to provide the services you need to meet your treatment goals.

If psychotherapy is begun, we will collaboratively decide on treatment goals and problem prioritization. We will typically meet once per week via telehealth for 45-50 minutes at an agreed upon time, although sometimes sessions may be longer or more frequent if you need them to be.

To schedule a session, please email me at mail@ca-psychology.com with your name and requested appointment date and time. Please note that your appointment is not officially scheduled until you have received a confirmation email or text from me. Once an appointment is scheduled, you will be expected to pay for the session in full, unless you provide 24 hours advance notice of cancellation (or we agree that you were unable to attend due to circumstances beyond your control). If it is possible, I will try to find another time to reschedule your appointment. You are also responsible for attending your sessions at the agreed-upon time; if you are late, your appointment will still need to end on time so as not to inconvenience other clients. If you miss your appointment, you will be billed at the hourly rate.

PROFESSIONAL FEES, BILLING, & PAYMENTS

For the Initial Comprehensive Evaluation (90 minutes) during the intake process, a one-time fee of \$300+tax (HI GE Tax, 4.712%) is charged. My hourly fee for a teletherapy session (50 minutes of therapy, plus 10 minutes for record keeping/hour) is \$200+tax. A home or school visit is charged at \$350+tax/hour. I charge \$200 an hour on a prorated basis for other professional services you may need, such as: report writing; telephone conversations lasting longer than 15 minutes; meetings with other professionals you have authorized; preparation of records, treatment summaries, or requests for accommodations; attendance at school, legal, or disciplinary proceedings; or any other services you request of me. You are responsible for the entirety of your payment, paid in full at the time of the appointment via charge to the credit card on file (provided with intake materials).

I do not accept insurance at this time. However, I am happy to provide you with billing statements to obtain reimbursement for out-of-network services if that is an option with your insurance company. It is always best to check with your insurance provider to learn the nuances of your specific plan and to determine if seeking out-of-network reimbursement is the best option for you. You should be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis, and sometimes I need to provide them with more detailed information such as a treatment plan, progress summaries, or copies of your records. Though all insurance companies claim to keep such information confidential, I have no control over what they do with these materials. As such, you should carefully weigh any privacy concerns you may have before submitting forms to your insurance company. I am willing to provide you with whatever assistance

I can in helping you receive the benefits to which you are entitled; however, you (and not your insurance company) are responsible for full payment of fees.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I retain 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 collection situations, the only information I release regarding clients' treatment is their name, the nature of services provided, and the amount due. It is my legal right to disclose this information in the event that I need to collect overdue payment. To avoid the need for collections, please feel free to discuss your financial situation with me so that we may come to an agreement on a payment schedule.

CONTACTING ME

I am available via email (mail@ca-psychology.com), Monday through Friday, from 8am to 6pm. I will make every effort to return your contact within 24 hours, excepting weekends and holidays.

In your email, you may discuss scheduling concerns or request a callback, but it is my preference that we do not discuss confidential or sensitive information via this type of communication. This is due to the fact that even secure/encrypted emails are not completely confidential. All emails are retained in the logs of your and my internet service provider. While under normal circumstances no one looks at these logs, they are potentially available to be read by the system administrator(s) of the service provider. As such, I prefer to protect your confidentiality by not discussing confidential or sensitive topics at length by email. If I receive an email that includes such topics, I will set up a session or phone call so we can discuss further.

The ethical standards of my field require that I do my utmost to protect your privacy and confidentiality. As such, it is my policy to not accept friend requests from current or former clients on social media. This is to protect your own confidentiality, so please do not be offended if I do not accept your request.

If you are experiencing an emergency or need immediate assistance, please do not send me an email as I may not be able to get back to you in a timely manner. Instead, call 911 (Emergency Services) or 988 (Suicide & Crisis Lifeline), and/or proceed to your nearest emergency room where you can receive immediate, emergency assistance.

PROFESSIONLA 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 a treatment summary upon written, signed request. Because these are professional records, they can sometimes be misinterpreted or upsetting to untrained readers. Thus, if you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. If you wish to share your records with others, I will need to secure written authorization from you to do so.

CONFIDENTIALITY

The laws governing confidentiality can be quite complex. In general, the privacy of all communications between a patient and a therapist is protected by law, and I can only release information to others with your written permission. This means I will share no information about you, the fact that you are my client, or any of your treatment records without written consent from

you. For this reason, you should feel comfortable being open and honest in our sessions, as no one will learn of this information without your expressed permission.

There are a few **exceptions** to client confidentiality:

First, 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 or situations where your emotional condition is an important factor, a judge may order my testimony. I will only release the most minimal amount of information required by law, and will only do so after being served a subpoena. The only exception to this stance is if a client files a complaint or lawsuit against me, wherein I may disclose relevant information in order to defend myself.

Second, if you decide to submit claims to insurance or a worker's compensation program, I will be required to disclose to them that you are a client, as well as relevant information about your treatment including (but not limited to) the date and time of sessions, nature of treatment, and diagnosis. This information will not be released without written authorization.

Third, as a psychologist, I am a mandated reporter, which means I am required by law to take action to protect people from harm, even if it means revealing information about a client or breaking confidentiality. For example, if I believe a child, elderly person, or person with a disability is being abused, I am required to file a report with the appropriate state agency.

Fourth, if I believe a client is threatening serious bodily harm to themselves or someone else, I am required to take protective actions. In the case of harm to others, these actions may include notifying potential victims, contacting the police, or seeking hospitalization for the client. In the case of harm to self, I may be obligated to seek hospitalization or to contact friends or family members to ensure the client's safety. These situations have rarely occurred in my practice; however, if such a situation occurs, I will make every effort to fully discuss options with you before taking any action. My ultimate goal is to keep people safe, and I will work closely with you to do so in a manner that is least restrictive and most therapeutic, if possible.

Lastly, I sometimes find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing any identifying information. The consultant is also legally bound to keep the information confidential. If you do not object, I will not usually tell you about these consultations, but I will note them in your record. I also sometimes find it helpful to receive or exchange information with teachers, primary care physicians, or other health/mental health professionals who are currently treating you. However, I will not speak to any of these individuals without written authorization from you in advance, and you may revoke that authorization at any time.

HIPPA

The Health Insurance Portability and Accountability Act (HIPAA) is a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI). Under HIPPA, I am only allowed to release your PHI for three purposes:

1. *Treatment*: If necessary, I am allowed to disclose PHI for other professionals to provide crisis coverage or consultation regarding your case. More extensive case discussion outside of crisis circumstances with outside providers requires your written permission.
2. *Payment*: If you decide to submit billing information to your insurance company, I will provide the basic minimum information necessary for treatment approval, payment

authorization, and billing according to your insurance policy. Billing information will contain your name, birthdate, diagnosis, dates and type of services provided, and clinical diagnosis.

3. *Standard Office Practice:* HIPPA allows for me to engage in standard office practice, such as scheduling appointments, record keeping, phone calls, required audits, administrative services, and treatment coordination. Any other use of your PHI requires your written permission.

Exceptions to HIPPA, wherein I may release confidential information without your consent, include:

- Child abuse, elder abuse, or abuse of a disabled person
- Serious threats to health or safety
- Court orders, subpoenas, or workers compensation cases
- Licensing board investigations

As a client you have the right to:

- Put restrictions on disclosures;
- Request that we send confidential information (such as billing) to alternate locations to protect your privacy;
- Receive a listing of disclosures made;
- Request and receive a full copy of the HIPPA privacy policy;
- Submit a request to inspect, copy, or amend your records (in coordination with me);
- Restrict certain disclosures of PHI to a health plan when you pay out of pocket in full for services;
- Be notified if there is a breach of your unsecured PHI.

As a psychologist, I have the responsibility to maintain the privacy of your PHI and will notify you of any changes in our privacy policies and practices. Please note that under HIPAA, I have the right to deny your request to inspect, copy, or amend your records, but will make every reasonable effort to discuss this with you. If you feel that your privacy rights were violated, please let me know immediately so that the situation can be ameliorated.

TREATMENT TERMINATION

Ideally, therapy ends when we agree your treatment goals have been achieved. However, you have the right to stop treatment at any time. If you make this choice, referrals to other therapists will be provided and you will be asked to attend a final termination session. Professional ethics mandate that treatment only continues if it is reasonably clear that you are receiving benefit. If at any time during the course of your treatment I determine that we cannot continue, I will terminate treatment and explain why this is necessary. Sometimes legal or ethical circumstances may arise and compel me to terminate treatment, or your problems may be outside the recognized boundaries of my competencies. In these cases, appropriate referrals will be provided. Other situations that may warrant termination include: regularly becoming enraged or threatening during session; inadequate attendance; bringing a weapon onto the premises; or alcohol/drug use that interferes with progress, including attending sessions under the influence.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ABIDE BY ITS TERMS DURING OUR PROFESSIONAL RELATIONSHIP.

This serves as an acknowledgement that you have received the above notice and understand your rights and responsibilities.

Please initial the following statements:

_____ I have read this statement in its entirety, had sufficient time to ask questions, & understand the contents.

_____ I understand client-therapist confidentiality and its limits required by law.

_____ I consent to release of PHI if I request billing statements to submit to insurance.

_____ I understand my rights and responsibilities as a client, and my therapist's responsibilities to me.

_____ I agree to undertake therapy with Catherine Gallahue, Psy.D.

Client Name *(Please Print)*

Date

Client Signature