# Chattahoochee Child Psychology Services, LLC Information, Authorization, Policies & Consent to Treatment and TeleMental Health

Welcome to **Chattahoochee Child Psychology Services**, **LLC**. We are very pleased that you selected our facility for your therapy, and we are sincerely looking forward to assisting you. This document is designed to inform you about what you can expect from your therapist, policies regarding confidentiality and emergencies, use of technology, and several other details regarding your treatment.

#### **Confidentiality & Records**

Your communications with your therapist will become part of a clinical record of treatment, and it is referred to as Protected Health Information (PHI). Your PHI will be stored electronically with Valant, a secure storage company who has signed a HIPAA Business Associate Agreement (BAA). The BAA ensures that they will maintain the confidentiality of your PHI in a HIPAA compatible secure format using point-to-point, federally approved encryption.

Your therapist will always keep everything you say to him or her completely confidential, with the following exceptions: (1) you direct your therapist to tell someone else and you sign a "Release of Information" form; (2) your therapist determines that you are a danger to yourself or to others; (3) you report information about the abuse of a child, an elderly person, or a disabled individual who may require protection; or (4) your therapist is ordered by a judge to disclose information. In the latter case, your therapist's license does provide him or her with the ability to uphold what is legally termed "privileged communication." Privileged communication is your right as a client to have a confidential relationship with a counselor. This state has a very good track record in respecting this legal right. If for some unusual reason a judge were to order the disclosure of your private information, this order can be appealed. We cannot guarantee that the appeal will be sustained, but we will do everything in our power to keep what you say confidential.

Please note that in couple's counseling, your therapist does not agree to keep secrets. Information revealed in any context may be discussed with either partner.

#### **Additional Client Rights & Responsibilities**

#### Your rights as a patient:

- 1. Complaints. Chattahoochee Child Psychology Services, LLC will investigate your complaints.
- 2. Suggestions. You are invited to suggest changes in any aspect of the services provided by Chattahoochee Child Psychology Services, LLC.
- 3. Civil Rights. Your civil rights are protected by federal and state laws.
- 4. Treatment. You have the right to take part in formulating your treatment plan.
- 5. Denial of services. You may refuse services offered to you and be informed of any potential consequences.
- 6. Record restrictions. You may request restrictions on the use of your protected health information; however, we are not required to agree with the request.
- 7. Availability of records. You have the right to obtain a copy and/or inspect your protected health information; however, we may deny access to certain records, in which case we will discuss this decision with you. See below for our records release policy.
- 8. Amendment of records. You have the right to request an amendment to your records; however, this request could be denied. If denied, your request will be kept in the records.
- 9. Medical/Legal Advice. You may discuss your treatment with your doctor or attorney.
- 10. Disclosures. You have the right to receive an accounting of disclosures of your protected health information that you have not authorized.

#### Your rights to receive information

- 1. Costs of services. We will discuss with you the fees associated with your treatment as early in treatment as is feasible and at any time thereafter upon your request.
- 2. Termination of services. You will be informed as to what behaviors or violations could lead to termination of services at our clinic. In the event of termination, you will be provided with an appropriate referral.

Please initial that you have read this page	
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3. Confidentiality. You have the right to confidentiality and will be informed of the limits of confidentiality and how your protected health information will be used.

## Chattahoochee Child Psychology Services, LLC's Ethical Obligations

- 1. Chattahoochee Child Psychology Services, LLC is dedicated to serving the best interest of each client.
- 2. Chattahoochee Child Psychology Services, LLC will not discriminate between clients or professionals based on age, race, creed, disabilities, handicaps, preferences, or other personal concerns.
- 3. Chattahoochee Child Psychology Services, LLC will maintain an objective and professional relationship with each client.
- 4. Chattahoochee Child Psychology Services, LLC respects the rights and views of other mental health professionals.
- 5. Chattahoochee Child Psychology Services, LLC will appropriately end services or refer clients to other programs when appropriate.
- 6. Chattahoochee Child Psychology Services, LLC will evaluate his/her personal limitations, strengths, biases, and effectiveness on an ongoing basis for the purpose of self-improvement. We will continually attain further education and training.
- 7. Chattahoochee Child Psychology Services, LLC will hold respect for various institutional and managerial policies, but will help improve such policies if the best interest of the client is served.

#### Patient's responsibilities

- 1. You are responsible for your financial obligations to Chattahoochee Child Psychology Services, LLC outlined below in Fees for Professional Services.
- 2. You are responsible for following the policies of the clinic.
- 3. You are responsible for treating staff and fellow patients in a respectful, cordial manner in which their rights are not violated.
- 4. You are responsible for providing accurate information about yourself.

## **Attendance & Cancellation Policy**

An appointment is a commitment on your counselor's part to be present and on time for sessions. If ever unable to start on time, he or she asks for your understanding, and assures you that you will receive the full time agreed to. If you are late, it is likely that your session will be shortened by the length of your lateness, because it is likely that there is another appointment taking place after yours.

A cancelled appointment delays work in therapy and delays assessment results. Your counselor will consider therapy meetings very important and asks you to do the same. Please try not to miss sessions if you can possibly help it. Psychotherapy is most effective when conducted on a regular basis with as few interruptions as possible. There is a 24-hour cancellation policy. Appointments cancelled with less than 24 hours' notice will be considered missed appointments (except in the rarest of circumstances).

This late and missed appointment policy is necessary because cancelled/missed appointments hurt at least three people: 1) You and the therapy you are not getting. 2) Your therapist, who has committed time and resources to your treatment. And, 3) The client who could have had your appointment time.

Missed appointments or cancelled appointments with less than 24 hours prior notice are subject to a fee (see below). This fee will not be paid by your insurance company and will be considered to be your personal responsibility.

If you have 3 or more missed/cancelled appointments in succession, or 3 missed/cancelled appointments within a 4-week span of time, your file will be closed, and you may be referred to another provider of psychological services. Client files with 30 days or more of inactivity may be closed without notice. If your file is closed due to missed/cancelled appointments, you may return to CCPS for services and your file will be re-opened; however, you may be placed on a waiting list.

## Federal Truth in Lending Disclosure Statement for Professional Services Fees for Professional Services

I (we) agree to pay Chattahoochee Child Psychology Services, LLC, the following rates for the indicated services:

## Psychotherapy Fees A fee of \$415.00 for the initial clinical interview (defined as approximately 1 hour and 45 minutes). A fee of \$140.00 for the initial clinical interview (defined as approximately 1 hour and 45 minutes). A fee of \$195.00 for the initial clinical interview (defined as approximately 1 hour and 45 minutes). A fee of \$185.00 for the initial clinical interview (defined as approximately 1 hour and 45 minutes). A fee of \$ for the initial clinical interview (defined as approximately 1 hour and 45 minutes). ☐ A fee of \$215.00 per clinical unit (defined as 45–50 minutes for individual, family and relationship counseling). ☐ A fee of \$75.00 per clinical unit (defined as 45–50 minutes for individual, family and relationship counseling). ☐ A fee of \$95.00 per clinical unit (defined as 45–50 minutes for individual, family and relationship counseling). ☐ A fee of \$110.00 per clinical unit (defined as 45–50 minutes for individual, family and relationship counseling). ☐ A fee of \$ per clinical unit (defined as 45–50 minutes for individual, family and relationship counseling). Psychological Assessment Fees All psychological assessments include a comprehensive clinical interview, appropriate testing to address the referral question, written report of findings and recommendations, feedback session, and 1 copy of the final assessment report. $\square$ A fee of \$1800.00 for an IO Assessment. ☐ A fee of \$2200.00 for a Learning Disability/Psychoeducational Assessment. ☐ A fee of \$2600.00 for an Attention Deficit/Hyperactivity Disorder (ADHD) Evaluation. A rate of \$3000.00 for an Emotional/Behavioral Assessment/Differential Diagnosis Evaluation. An additional rate of \$400.00 per hour of testing time required over 6 hours. Includes scoring and report-writing time. An additional \$50/item charge for administration, scoring and report writing of multiple sets of parent/teacher forms. A fee of \$110.00 for Irlen Syndrome Screening (includes 1 set of overlays, if needed). ☐ A fee of \$5.00 per additional copy of the final assessment report. Other Fees ☐ A fee of \$20 per 5 minutes of Telephone Consultation/Contact with Existing Clients (for calls in excess of 10 minutes in length (i.e., a 12-minute call will incur a charge of \$60.00). All calls to other providers and non-clients will be charged at this rate, regardless of length. ☐ A fee of \$10 per page for Completion of Forms not presented for completion in conjunction with and during a session. A ½ session fee for the first missed appointment or cancellation with less than 24 hours' notice, and the full session fee for missed appointments or late cancelations thereafter. per hour or portion thereof for court related services including, but not limited to, court testimony, $\square$ A fee of \$ reading and writing of letters/emails and court documents, telephone calls with attorneys, commuting time, waiting time, and preparation time. If not otherwise specified, the fee is \$250 per hour.

$\square$ A fee of \$30.00 for any checks returned for not sufficient funds.
☐ Any co-pay and/or deductibles required by my insurance company.
☐ A processing fee of 3-4% is charged for all credit card payment transactions.
Payments are due at the time of service. There is a late fee of 10% per month on all fees that are not paid within 60 days

## Clients with Insurance

of the billing date. CCPS, LLC reserves the right to charge any credit card on file for any unpaid balance. Cash, personal checks, Visa, MasterCard, or Discover are acceptable for payment, and we will provide you with a receipt of payment.

Insurance companies have many rules and requirements specific to certain plans. Unless otherwise negotiated, it is your responsibility to find out your insurance company's policies and to file for insurance reimbursement. We will be glad to provide you with a statement for your insurance company and to assist you with any questions you may have in this area.

Your insurance company may not pay for services that they consider to be non-efficacious, not medically or therapeutically necessary, or ineligible (not covered by your policy, or the policy has expired or is not in effect for you or other people receiving services). If the insurance company does not pay the estimated amount, you are responsible for the balance. If the insurance company applies an amount to your deductible, you are responsible for the balance. The amounts charged for professional services are explained above.

## **Communication Response Time**

We are required to make sure that you are aware that we are located in the Southeast and we abide by Eastern Standard Time. Our practice is considered to be an outpatient facility, and we are set up to accommodate individuals who are reasonably safe and resourceful. We do not carry beepers, nor are we available at all times. If at any time this does not feel like sufficient support, please inform your therapist, and he or she can discuss additional resources or transfer your case to a therapist or clinic with 24-hour availability. We will return phone calls, emails, and text messages within 24 hours. However, we do not return any form of communication on weekends or holidays. If you are having a mental health emergency and need immediate assistance, please follow the instructions below.

## In Case of an Emergency

If you have a mental health emergency, we encourage you not to wait for communication back from your therapist, but do one or more of the following:

- Call Behavioral Health Link/GCAL: 800-715-4225
- Call Laurelwood Hospital at 770.535.3562
- Call Ridgeview Institute at 770.434.4567
- Call Peachford Hospital at 770.454.5589

- Call Lifeline at (800) 273-8255 (National Crisis Line)
- Call 911.
- Go to the emergency room of your choice.

## **Professional Relationship**

Psychotherapy is a professional service we will provide to you. Because of the nature of therapy, your relationship with your therapist has to be different from most relationships. It may differ in how long it lasts, the objectives, or the topics discussed. It must also be limited to only the relationship of therapist and client. If you and your therapist were to interact in any other way, you would then have a "dual relationship," which could prove to be harmful to you in the long run and is, therefore, unethical in the mental health profession. Dual relationships can set up conflicts between the therapist's interests and the client's interests, and then the client's (your) interests might not be put first. In order to offer all of our clients the best care, your therapist's judgment needs to be unselfish and purely focused on your needs. This is why your relationship with your therapist must remain professional in nature.

Additionally, there are important differences between therapy and friendship. Friends may see your position only from their personal viewpoints and experiences. Friends may want to find quick and easy solutions to your problems so that they can feel helpful. These short-term solutions may not be in your long-term best interest. Friends do not usually follow

up on their advice to see whether it was useful. They may *need* to have you do what they advise. A therapist offers you choices and helps you choose what is best for you. A therapist helps you learn how to solve problems better and make better decisions. A therapist's responses to your situation are based on tested theories and methods of change.

You should also know that therapists are required to keep the identity of their clients confidential. As much as your therapist would like to, for your confidentiality, he or she will not address you in public unless you speak to him or her first. Your therapist also must decline any invitation to attend gatherings with your family or friends. Lastly, when your therapy is completed, your therapist will not be able to be a friend to you like your other friends. In sum, it is the duty of your therapist to always maintain a professional role. Please note that these guidelines are not meant to be discourteous in any way, they are strictly for your long-term protection.

## Statement Regarding Ethics, Client Welfare & Safety

Chattahoochee Child Psychology Services, LLC assures you that our services will be rendered in a professional manner consistent with the ethical standards of the American Psychological Association and/or the American Counseling Association. If at any time you feel that your therapist is not performing in an ethical or professional manner, we ask that you please let him or her know immediately.

If you feel we have done something harmful or unethical and you do not feel comfortable discussing it with us, you can always contact the Board of Psychology or the Composite Board of Professional Counselors, Social Workers, and Marriage & Family Therapists, which oversees licensing, and they will review the services we have provided.

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Due to the very nature of psychotherapy, as much as we would like to guarantee specific results regarding your therapeutic goals, we are unable to do so. However, your therapist, with your participation, will work to achieve the best possible results for you. Please also be aware that changes made in therapy may affect other people in your life. For example, an increase in your assertiveness may not always be welcomed by others. It is our intention to help you manage changes in your interpersonal relationships as they arise, but it is important for you to be aware of this possibility nonetheless.

Additionally, at times people find that they feel somewhat worse when they first start therapy before they begin to feel better. This may occur as you begin discussing certain sensitive areas of your life. However, a topic usually is not sensitive unless it needs attention. Therefore, discovering the discomfort is actually a success. Once you and your therapist are able to target your specific treatment needs and the particular modalities that work the best for you, help is generally on the way.

Please know that we have the utmost respect and positive regard for you and your wellbeing. We would never do or say anything intentionally to hurt you in any way, and we strongly encourage you to let your therapist know if something she or he has done or said upset you. We invite you to keep open communication with your therapist at all times to reduce any possible harm.

#### **Technology/TeleMental Health Statement**

This part of this document is designed to inform you about what you can expect from us regarding confidentiality, emergencies, and several other details regarding your treatment as it pertains to TeleMental Health. TeleMental Health is defined as follows:

"TeleMental Health means the mode of delivering services via technology-assisted media, such as but not limited to, a telephone, video, internet, a smartphone, tablet, PC desktop system or other electronic means using appropriate encryption technology for electronic health information. TeleMental Health facilitates client self-management and support for clients and includes synchronous interactions and asynchronous store and forward transfers." (Georgia Code 135-11-.01)

TeleMental Health is a relatively new concept despite the fact that many therapists have been using technology-assisted media for years. Breaches of confidentiality over the past decade have made it evident that Personal Health Information (PHI) as it relates to technology needs an extra level of protection. Additionally, there are several other factors that need to be considered regarding the delivery of TeleMental Health services in order to provide you with the highest level of care. Therefore, our therapists have completed specialized training in TeleMental Health. We have also developed several policies and protective measures to ensure your PHI remains confidential. These are discussed below.

## The Different Forms of Technology-Assisted Media Explained

## Telephone via Landline:

It is important for you to know that even landline telephones may not be completely secure and confidential. There is a possibility that someone could overhear or even intercept your conversations with special technology. Individuals who have access to your telephone or your telephone bill may be able to determine who you have talked to, who initiated that call, and how long the conversation lasted. If you have a landline and you provided us with that phone number, we may contact you on this line from our own landline in our office or from a cell phone, typically only for the purpose of setting up an appointment if needed. If this is not an acceptable way to contact you, please let your therapist know. Telephone conversations (other than just setting up appointments) are billed at the rate detailed in the Fees Agreement.

## Cell phones:

In addition to landlines, cell phones may not be completely secure or confidential. There is also a possibility that someone could overhear or intercept your conversations. Be aware that individuals who have access to your cell phone or your cell phone bill may be able to see who you have talked to, who initiated that call, how long the conversation was, and where each party was located when that call occurred. However, we realize that most people have and utilize a cell phone. We may also use a cell phone to contact you, typically only for the purpose of setting up an appointment if needed. Additionally, your therapist may keep your phone number in his/her cell phone, but it will be listed by your initials only and his/her phone is password protected. If this is a problem, please let your therapist know, and you he/she will be glad to discuss other options. Telephone conversations (other than just setting up appointments) are billed at the rate detailed in the Fees Agreement.

#### Text Messaging:

Text messaging is not a secure means of communication and may compromise your confidentiality. Text messaging is not a secure means of communication and may compromise your confidentiality. Furthermore, sometimes people misinterpret the meaning of a text message and/or the emotion behind it. And, messages may not be read in a timely fashion. However, we realize that many people prefer to text because it is a quick way to convey information.

Nonetheless, please know that it is our policy to utilize this means of communication strictly for appointment confirmations. Please do not bring up any therapeutic content via text to prevent compromising your confidentiality. You also need to know that we are required to keep a copy or summary of all texts that address anything related to therapy as part of your clinical record. Text messages may be billed at your therapist's hourly rate for the time she or he spends reading and responding to them. Please inquire with your therapist regarding the cost of text communications.

#### Email:

We utilize a secure email platform that is hosted by Enguard. We have chosen this technology because it is encrypted to the federal standard, HIPAA compatible, and has signed a HIPAA Business Associate Agreement (BAA). The BAA means that the company is willing to attest to HIPAA compliance and assume responsibility for keeping your PHI secure. If we choose to utilize emailing as part of your treatment, we encourage you to also utilize this software for protection on your end. Encrypted emails will require you to generate a password to open them, and you will be provided with an encryption portal for your response. Emails sent by your outside the encryption portal from Email Pros will not be HIPAA protected. We also strongly suggest that you communicate only through a device that you know is safe and technologically secure (e.g., has a firewall, anti-virus software installed, is password protected, not accessing the internet through a public wireless network, etc.). Email may be billed at your therapist's hourly rate for the time she or he spends reading and responding to them.

If you are in a crisis, please do not communicate this to us via email because we may not see it in a timely matter. Instead, please see below under "Emergency Procedures." Finally, you also need to know that we are required to keep a copy or summary of all emails that address anything related to therapy as part of your clinical record.

#### Social Media - Facebook, Twitter, LinkedIn, Instagram, Pinterest, Etc.:

It is our policy not to accept "friend" or "connection" requests from any current or former client on any of our therapist's **personal** social networking sites such as Facebook, Twitter, Instagram, Pinterest, etc. because it may compromise your confidentiality and blur the boundaries of your relationship.

Do not use Wall postings, @replies, or other means of engaging with us in public online if we have an already established client/therapist relationship. Engaging with us in this way could compromise your confidentiality. It may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart.

Please refrain from making contact with us using social media messaging systems such as Facebook Messenger or Twitter. These methods have insufficient security, and we do not watch them closely. We would not want to miss an important message from you.

We will not follow you on any social media or networking sites (Twitter, Instagram, Snapchat, etc.). We do not follow current or former clients on blogs or Twitter. We believe casual viewing of clients' online content outside of the therapy hour represents a boundary violation on our part. Viewing your online activities without your consent and without our explicit arrangement towards a specific purpose could potentially have a negative influence on our working relationship. If there are things from your online life that you wish to share with your therapist, please bring them into your sessions where we can view and explore them together, during the therapy hour.

#### Use of Search Engines

It is NOT a regular part of our practice to search for clients on Google or Facebook or other search engines. Extremely rare exceptions may be made during times of crisis. If I have a reason to suspect that you are in danger and you have not been in touch with me via our usual means (coming to appointments, phone, or email) there might be an instance in which using a search engine (to find you, find someone close to you, or to check on your recent status updates) becomes necessary as part of ensuring your welfare. These are unusual situations and if we ever resort to such means, we will fully document it and discuss it with you when we next meet.

#### Google Reader

We do not follow current or former clients on Google Reader, and we do not use Google Reader to share articles. If there are things you want to share with us that you feel are relevant to your treatment, we encourage you to bring these items of interest into our sessions.

### **Business Review Sites**

You may find our practice on sites such as Yelp, Healthgrades, Yahoo Local, Bing, or other places which list businesses. Some of these sites include forums in which users rate their providers and add reviews. Many of these sites comb search engines for business listings and automatically add listings regardless of whether the business has added itself to the site. If you should find our listing on any of these sites, please know that our listing is NOT a request for a testimonial, rating, or endorsement from you as a client.

The American Psychological Association's Ethics Code states under Principle 5.05 that it is unethical for psychologists to solicit testimonials: "Psychologists do not solicit testimonials from current therapy clients/patients or other persons who because of their particular circumstances are vulnerable to undue influence."

Of course, you have a right to express yourself on any site you wish. But due to confidentiality, we cannot respond to any review on any of these sites, whether it is positive or negative. We urge you to take your own privacy as seriously as we take our commitment of confidentiality to you. You should also be aware that if you are using these sites to communicate indirectly with us about your feelings about our work, there is a good possibility that we may never see it.

If we are working together, we hope that you will bring your feelings and reactions to our work directly into the therapy process. This can be an important part of therapy, even if you decide we are not a good fit. None of this is meant to keep you from sharing that you are in therapy with us wherever and with whomever you like. Confidentiality means that we cannot tell people that you are our client, and our Ethics Code prohibits us from requesting testimonials. But you are more

than welcome to tell anyone you wish the name of your therapist or how you feel about the treatment provided to you, in any forum of your choosing.

If you do choose to write something on a business review site, we hope you will keep in mind that you may be sharing personally revealing information in a public forum. We urge you to create a pseudonym that is not linked to your regular email address or friend networks for your own privacy and protection.

## **Location-Based Services**

If you used location-based services on your mobile phone, you may wish to be aware of the privacy issues related to using these services. We do not place our practice as a check-in location on various sites such as Foursquare, Yelp, Facebook, etc. However, if you have GPS tracking enabled on your device, it is possible that others may surmise that you are a therapy client due to regular check-ins at my office on a weekly basis. Please be aware of this risk if you are intentionally "checking in," from our office or if you have a passive LBS app enabled on your phone.

## Recommendations to Websites or Applications (Apps):

During the course of your treatment, your therapist may recommend that you visit certain websites for pertinent information or self-help. She or he may also recommend certain apps that could be of assistance to you and enhance your treatment. Please be aware that websites and apps may have tracking devices that allow automated software or other entities to know that you have visited these sites or applications. They may even utilize your information to attempt to sell you other products. Additionally, anyone who has access to the device you used to visit these sites and/or apps, may be able to see that you have been to these sites by viewing the history on your device. Therefore, it is your responsibility to decide if you would like this information as an adjunct to your treatment or if you prefer that your therapist does not make these recommendations. Please let your therapist know by checking (or not checking) the appropriate box at the end of this document.

#### Faxing Medical Records:

If you authorize us (in writing) via a "Release of Information" form to send your medical records or any form of protected health information to another entity for any reason, we may need to fax that information to the authorized entity. It is our responsibility to let you know that fax machines may not be a secure form of transmitting information. Additionally, information that has been faxed may also remain in the hard drive of our fax machine. However, our fax machine is kept behind two locks in our office. And, when our fax machine needs to be replaced, we will destroy the hard drive in a manner that makes future access to information on that device inaccessible.

#### Electronic Transfer of PHI for Certain Credit Card Transactions:

We utilize Quickbooks Merchant Services as the company that processes your credit card information. This company may send the credit card-holder a text or an email receipt indicating that you used that credit card at our facility, the date you used it, and the amount that was charged. This notification is usually set up two different ways - either upon your request at the time the card is run or automatically. Please know that it is your responsibility to know if you or the credit card-holder has the automatic receipt notification set up in order to maintain your confidentiality if you do not want a receipt sent via text or email. Additionally, please be aware that the transaction will also appear on your credit-card bill. The name on the charge will appear as Chattahoochee Child Psychology Services.

## Your Responsibilities for Confidentiality & TeleMental Health

Please communicate only through devices that you know are secure as described above. It is also your responsibility to choose a secure location to interact with technology-assisted media and to be aware that family, friends, employers, coworkers, strangers, and hackers could either overhear your communications or have access to the technology that you are interacting with. Additionally, you agree not to record, in any format, any TeleMental Health sessions or any face-to-face sessions. Failure to comply with this agreement will likely result in immediate dismissal from this practice.

#### Structure and Cost of Non Face-to-Face Sessions

Based on your ability to make in-person sessions your therapist may provide phone, text, or email conferencing if your treatment needs determine that TeleMental Health services are appropriate for you. You and your therapist will discuss what is best for you.

The structure and cost of TeleMental Health sessions are described in our general "Fees Agreement" form. We require a credit card ahead of time for TeleMental Health therapy for ease of billing. Please sign the Credit Card Payment Form, which was sent to you separately and indicates that we may charge your card without you being physically present. Your credit card will be charged at the conclusion of each TeleMental Health interaction. **This includes any therapeutic interaction other than setting up appointments.** Visa, MasterCard, or Discover are acceptable for payment, and we will provide you with a receipt of payment and the services that we provided. The receipt of payment & services completed may also be used as a statement for insurance if applicable to you (see below).

Insurance companies have many rules and requirements specific to certain benefit plans. At the present time, many do not cover TeleMental Health services. Unless otherwise negotiated, it is your responsibility to find out your insurance company's policies and to file for insurance reimbursement for TeleMental Health services. As stated above, we will be glad to provide you with a statement for your insurance company and to assist you with any questions you may have in this area.

You are also responsible for the cost of any technology you may use at your own location. This includes your computer, cell phone, tablet, internet or phone charges, software, headset, etc.

#### Limitations of TeleMental Health Therapy Services

TeleMental Health services should not be viewed as a complete substitute for therapy conducted in our office, unless there are extreme circumstances that prevent you from attending therapy in person. It is an alternative form of therapy or adjunct therapy, and it involves limitations. Primarily, there is a risk of misunderstanding one another when communication lacks visual or auditory cues. For example, if audio quality is lacking, he or she might not hear the crack in your voice that he or she could have easily picked up if you were in our office.

There may also be a disruption to the service (e.g., phone gets cut off or video drops). This can be frustrating and interrupt the normal flow of personal interaction.

#### Consent to TeleMental Health Services

<u>Please check the TeleMental Health services you are authorizing your therapist to utilize for your treatment or administrative purposes</u>. You and your therapist will ultimately determine which modes of communication are best for you. However, you may withdraw your authorization to use any of these services at any time during the course of your treatment just by notifying us in writing. If you do not see an item discussed previously in this document listed for your authorization below, this is because it is built-in to our practice, and we will be utilizing that technology unless otherwise negotiated by you.

Texting
Email
Telephone Conferencing
Recommendations to Websites or App

In summary, technology is constantly changing, and there are implications to all of the above that we may not realize at this time. Feel free to ask questions, and please know that we are open to any feelings or thoughts you have about these and other modalities of communication and treatment.

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#### **DIVORCE AND CUSTODY MATTERS: ROLES**

Divorce can be a very difficult and stressful experience for families. It is both a legal AND an emotional process. The legal process is for attorneys, judges, guardians ad litem and custody evaluators to handle. The emotional process is where counselors can help.

Unfortunately, understanding the many roles different professionals play in the divorce process can be confusing. Below are descriptions of the various professionals that may be involved in your divorce and/or custody case. The ones starred(\*) are the roles in which your counselor is able to serve. The other roles will require you to go to other professionals who provide those services.

Attorneys: These professionals are there to represent the respective parties' legal rights and navigate the legal process of all aspects of the legal divorce. Often, in order to do their job and represent you in court, attorneys seek witness testimony that will support the case they are arguing in court and often will recommend you have your child go into therapy for this purpose, thus, the need for this document.

<u>Guardian ad Litem (GAL)</u>: This is a professional, most often an attorney, with specific training in representing the child's best interest, advocating for the child, and providing formal recommendation to the court regarding the child's best interest. The GAL is appointed officially by the court.

<u>Custody Evaluator</u>: This professional is a licensed psychologist who administers psychological testing of the parents and assesses the children to provide recommendation to the court about custody and what is in the best interest of the children based on psychological expert opinion.

<u>Parent Coordinator (PC)</u>: The overall objective of parenting coordination is to assist high conflict parents to implement their parenting plan, to monitor compliance with the details of the plan, to resolve conflicts regarding their children and the parenting plan in a timely manner, and to protect and sustain safe, healthy and meaningful parent-child relationships. Parenting coordination is a quasi-legal, mental health, alternative dispute resolution process that combines assessment, education, case management, conflict management and sometimes decision-making functions. Usually this service is provided by a trained, licensed mental health professional.

<u>Forensic Investigator:</u> This is a specifically trained individual within law enforcement, child advocacy centers or DFCS who is assigned to interview and investigate concerns of child abuse and neglect. The information gathered by this professional is available to the court for inspection and sometimes testimony.

\*Child Therapist: Children benefit from having a place and a space to work through their emotions about their parents' divorce. Often, young children do not have the words to express what they are feeling but the feelings can be played out and worked through in therapy. Older children may benefit from talking about divorce and gaining support and insight from the counseling relationship. This professional provides a safe and confidential space for children to express and work through their emotions and feelings. Parents are provided parenting recommendations as needed as part of the therapy.

The child therapist can provide an interview and/or a summary of treatment with the Guardian ad Litem or the Custody Evaluator if required by the court, but it is NOT in the child's best interest for a therapist to testify in court as it can destroy the therapeutic relationship and hurt the child causing the child to feel betrayed. Child therapists do NOT provide any opinion regarding custody. We are dedicated to being neutral and non-biased. As mandated reporters, child therapists report suspected or disclosed abuse to proper authorities, which may lead to a forensic investigation/interview, but child therapists do NOT issue opinion on whether or not abuse has occurred.

\*Individual Therapist for Adults: Adults often benefit from receiving counseling support when going through or recovering from divorce. This professional provides a confidential relationship and space to help adults deal with emotions, decision-making, managing stress and the healing process. This professional will NOT testify in court as this can only be damaging to the client and the client's privacy is protected by law.

Again, we ONLY provide the above starred services and we will refer you to other professionals if the other listed services are needed.

We are very careful to make clear what our role is in supporting your family through the divorce process. Our role is to help with the emotional aspects of divorce.

#### DIVORCE AND CUSTODY MATTERS: POLICIES AND AGREEMENT

\*\*I understand that my therapist/my child's therapist is NOT a custody evaluator and cannot make any recommendations on custody. If requested, you can be referred to a professional who DOES provide custody evaluations. I also understand that my therapist cannot make any recommendations to a court of law regarding divorce proceedings, in general.

Due to the sensitive nature of divorce, custody, and all potential issues that may arise in such cases, we have very specific policies to which you must agree before we enter into a counseling relationship. These policies are as follows:

- 1) A current copy of any standing court order demonstrating the custodial rights of each parent and/or the parenting agreement with all appropriate signatures (both parents, judge, etc.) must be provided before the child can be seen for counseling.
- 2) In most cases, contact with and consent from both legal guardians is required before the child can be seen for counseling. In the case that there is a final decision maker on health-related issues who wants the child to be seen for counseling, even in the case the other parent does not agree, it is to the discretion of the therapist as to whether or not the child will be seen. Both parents who share legal custody of the child will be given the opportunity to participate in the therapy process.
- 3) It is our policy that your child's counselor will not speak with attorneys for either party involved in a custody matter. If needed, your child's counselor will speak with a court ordered Guardian ad Litem (GAL) and/or custody evaluator (CE) whom the court has ordered to have access to the child's records. Any time spent communicating with the GAL or CE, or any attorney, will be billed and paid by you, the client, at the court-related hourly rate. Please ask your counselor for information about these rates.
- 4) In the event that both parental parties demand that your child's counselor speak with an attorney, for both or either party, the written consent of both parents will be required prior to any communication with attorneys. Any and all communications with attorneys will be billed at the court-related hourly rate.
- 5) Your counselor will not provide written statements regarding recommendations and/or opinions about custody or divorce proceedings.
- 6) All clients must waive their right to subpoen their counselor and their counselor's clinical supervisor to court. By signing this Agreement, you are acknowledging and agreeing NOT to have your counselor and your counselor's clinical supervisor subpoenaed to court. This policy is set in order to preserve the integrity of the therapeutic process and relationship with you and/or your child(ren).
- 7) In the case where the above policy regarding subpoenas and court is violated and your counselor or your counselor's supervisor is subpoenaed to appear in court, you will be billed for the full standard fee for court related work for all professional time. All time dedicated to any court appearance including preparing documents, file review, conversations and communications with attorneys, Guardians ad Litem, and /or Custody Evaluators in connection with the court appearance, as well as any time spent traveling to/from court and waiting at the courthouse, in addition to time on the stand, will be billed at the court related hourly rate.

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#### RECORDS RELEASE POLICY & PROCEDURES

You have the right to obtain a copy and/or inspect your protected health information; however, we may deny access to certain records, in which case we will discuss this decision with you.

In the case of records releases involving records of minors, it is our policy to not release records to a non-medical third party without the consent of both parents.

In almost all cases, records are not released for legal reasons, particularly in custody cases. HIPAA gives a mental health provider discretion regarding denial of access to records. We have a legal and ethical obligation to protect the confidentiality rights of the client in question, particularly when the client is a minor, and this is an obligation that we do not undertake lightly. The purpose of disclosing confidential records for children for the purposes of litigation is often unclear and almost always not likely in the best interest of the child.

Your provider may offer to provide a summary of the medical record, if acceptable to the patient.

Your provider cannot provide you with elements of the record that have been obtained from another provider or institution.

In the event that you are requesting a copy of your/your child's medical record, the following procedures will be followed:

- 1) A formal written request, via email or other written means, text messaging excepted, must be presented to the provider and/or Owner/Director. The request must be made by someone with the legal authority to request access to the record. The request must include a signature, printed name, date, and records desired.
- 2) The person requesting access to the record must agree to meet for a scheduled session with the provider and/or Owner/Director at their customary private pay fee in order to review the record. Mental health records are intentionally vague, and often the input of a mental health practitioner is needed to provide clarity regarding the content of progress notes and other elements of the record.
- 3) Following review of the record with the provider and/or Owner/Director, a release of records will be granted at the **cost of \$1 per page**. Records are provided in full; persons requesting records may not request copies of only select elements in the record. The records copying fee must be paid in advance prior to the release of the records.

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# Our Agreement to Enter into a Therapeutic Relationship, Consent to Psychotherapy, and Consent to Psychological Assessment

We are sincerely looking forward to working with you in a healing way. If you have any questions about any part of this document, please ask your therapist.

I HEREBY CERTIFY that I have read and agree to the conditions and have received a copy of the Federal Truth in Lending Disclosure Statement for Professional Services contained herein.

I (we) authorize <u>my provider</u> to disclose case records (diagnosis, case notes, psychological reports, testing results, or other requested material) to a third-party payer or insurance company for the purpose of receiving payment directly to <u>my insurance provider</u>. I (we) understand that access to this information will be limited to determining insurance benefits, and will be accessible only to persons whose employment is to determine payments and/or insurance benefits. I (we) understand that I (we) may revoke this consent at any time by providing written notice, and after one year this consent expires. I (we) have been informed what information will be given, its purpose, and who will receive it. I (we) certify that I (we) have read and agree to the conditions and have received a copy of this form.

Please print, date, and sign your name below indicating that you have read and understand the contents of this form, you agree to the policies of your relationship with your therapist/group leader, and you are authorizing your therapist/group leader/psychologist to begin treatment with you.

Client Name (Please Print)	Date
Client Signature	_
If Applicable:	
Parent's or Legal Guardian's Name (Please Print)	- Date
Parent's or Legal Guardian's Signature	_
The signature of the Therapist below indicates that she or he had questions you have regarding this information.	nas discussed this form with you and has answered any
Therapist's Signature	Date