

**Counseling and Diagnostic Center, LLC**  
**7315 Dixie Hwy**  
**Florence, KY 41042**  
**And**  
**26 Audubon Place**  
**Ft. Thomas, KY 41075**  
**859-282-0119**  
**Fax- 859-282-8018**

Welcome to Counseling and Diagnostic Centers (CDC). This document (the Agreement) contains important information about our 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 new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) for the purpose of treatment, payment, and health care operations. HIPAA requires that CDC (Counseling and Diagnostic Center) provide you with a Notice of Privacy Practices (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 CDC obtain your signature acknowledging that CDC has provided you with the information at the time of our first session. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures. 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 CDC unless CDC has taken action in reliance on it; if there are obligations imposed on CDC by your health insurer in order to process or substantiate claims made under your policy; or you have not satisfied any financial obligations you have incurred.

Thank you for your time and attention to these important matters.

Counseling and Diagnostic Center

## **General Information and Psychological Services Agreement (Revision 3-1-11)**

The psychological services provided at CDC are not easily described in general statements. We provide psychological assessment, individual, family, and group psychotherapy, and consultation services. You may be here for one or more of these services.

**PSYCHOLOGICAL/NEUROPSYCHOLOGICAL ASSESSMENT:** You or your child may be here for psychological assessment (testing). The sessions needed to complete an assessment will be discussed during our initial visit. Usually, a complete psychological assessment requires an initial interview with the individual or parents. In some cases, a child interview (if individual is a child), testing sessions (4 to 6 hours of assessment/testing), and a follow-up visit to review test results and recommendations. The specifics will be discussed during your initial visit.

**PSYCHOTHERAPY:** Experiences vary depending on the personalities of the psychologist and patient, and the particular problems you want to resolve. There are many different methods that may be used to deal with the problems that you hope to address. Psychotherapy is different than visits with other physicians/medical specialists. 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 relevant treatment issues both during our sessions and at home.

Psychotherapy can yield substantial benefits and entails risks as well. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, etc. On the other hand, psychotherapy has also been shown to provide numerous benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees of what you will experience.

Initial treatment sessions will involve an evaluation of your needs. By the end of the evaluation, the therapist will be able to offer you some first impressions of what treatment 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 your therapist. Therapy involves a large commitment of time, resources and energy. If you have any questions about our procedures, feel free to discuss them with your therapist whenever they arise. We will do our best to meet your needs and will be happy to discuss alternatives for treatment if needed. At any time, either of us may end our relationship if it is in your or your child's best interest.

**Therapy Sessions:** Initially you and your therapist spend time becoming acquainted, identifying the problems, and developing a plan for working together. During this time, you can decide if you feel comfortable with the treatment planned for you or your child. If psychotherapy is begun, our meetings will usually last for 45 minutes (the appointment

“hour” is actually 45-50 minutes long) and set at intervals (e.g. one or two weeks apart, monthly, etc) agreed upon with your therapist, although some sessions may be longer or more frequent.

Your appointments are reserved exclusively for you. We appreciate at least 48 hour notice for cancellations. Once an appointment time is scheduled, you will be expected to pay a \$60.00 fee 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. **Payment for missed appointments and failed appointments (i.e. appointments cancelled with less than 24 hour notice) is due at the time of the next appointment. If you are late for a schedule appointment, this time will be deducted from session time as subsequent appointment are already made for them.**

**PROFESSIONAL FEES:** Initial interview sessions are \$155.00. Additional therapy sessions (45-50 minutes) are \$125.00. Testing sessions (for psychological/neuropsychological assessment) are \$150.00 per unit. This time may also includes scoring and interpretation as well as report writing. In addition to regularly scheduled appointments, we charge \$150/ hour for other professional services you may need, though we will break down the hourly cost if work of less than one hour takes place. 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 services you may request. If you become involved in legal proceedings that require our participation, you will be expected to pay for all professional time, utilized including preparation and transportation costs, even if we are called to testify by another party. (Because of the difficulty of legal involvement, we charge \$250.00 per hour for preparation and attendance at any legal proceeding.) If we serve as a Medical Expert, this agreement no longer applies. (Independent Medical Evaluations (IME) are arranged by legal counsel and are not part of this agreement)

**CONTACTING ME:** Calls to the office are answered by the receptionist Monday through Thursday 8:00 am until 5:00 pm, Friday 8:00 am until 2:00pm. Therapists may not immediately be available by telephone. (ie. During treatment sessions, consultation, assessment, etc.) Our telephone is also answered by voicemail. Therapists make every effort to return your call within 24 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform us of some time when you will be available. If this is an emergency, please indicate this on your message and/or inform the receptionist at the time of your call. If you are unable to reach us and feel that you can't wait for us to return your call, contact your family physician or go to the nearest emergency room and ask for the physician on call. If your therapist will be unavailable for an extended time, you will be provided with the name of the colleague to contact on the voice message of your therapist.

**LIMITS ON CONFIDENTIALITY:** The law protects the privacy of all communications between a patient and a psychologist. In most situations, we can only release information about your treatment to others if you sign a written authorization

form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on the Release of Information form along with identified sources to which information is to be shared provides consent for information sharing as defined on the signed release, as follows:

- You should be aware that we employ administrative staff. In most cases, we need to share protected information with these individuals for administrative purposes, such as scheduling, billing and quality assurance. We are bound by the same rules of confidentiality. The office staff has been given training about protecting your privacy and has agreed not to release any information outside of the practice without our permission.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

These are some situations where we are or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning your evaluation, diagnosis or treatment, such information is protected by the psychologist-patient privilege law, we cannot provide any information without your (or your personal or 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, we may be required to provide it for them.
- If a patient files a complaint or lawsuit against CDC, we may disclose relevant information regarding that patient in order to defend ourself.
- If a patient files a worker's compensation claim or Social Security Disability claim, the patient must execute a release so that we may release the information; records or reports relevant to the claim.

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

- If your Therapist has reason to suspect that a child under 18 years of age or developmentally disabled or physically impaired child under 21 years of age has suffered or faces a threat of suffering any

physical or mental wound, injury, disability, or condition of a nature that reasonably indicates abuse or neglect of the child, the law requires that the Clinician/Therapist file a report with the appropriate government agency, usually the Cabinet for Families and Children. Once such a report is filed, the therapist may be required to provide additional information.

- If the therapist has reasonable cause to believe that an elderly adult is being abused, neglected, or exploited, or is in a condition which is the result of abuse, neglect, or exploitation, the law requires that this information be reported to the Cabinet. Once such a report is filed, the therapist may be required to provide additional information.
- If a therapist knows, or has reasonable cause to believe that a patient or client has been the victim of domestic violence, the therapist must note that knowledge or belief and the basis for it in the patient's or client records.
- If the therapist believes that a patient presents a clear and substantial risk of imminent serious harm to him/herself or someone else and believes that disclosure of certain information may serve to protect that individual, then the therapist must disclose that information to appropriate public authorities, and/or the potential victim, and/or professional workers, and/or the family of the client.

If such a situation arises, your therapist will make every effort to fully discuss it with you before taking any action and will limit therapist 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 we are not trained as attorneys. In situations where specific advice is required, formal legal advice may be needed.

**PROFESSIONAL RECORDS:** You should be aware that, pursuant to HIPAA, your therapist may keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that we receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and others, you may examine and/or receive a copy of your Clinical Record if you request it in writing and the request is signed by you and dated not more

than 60 days from the date it is submitted. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in your therapist's presence, or have them forwarded to another mental health professional so you can discuss the contents. A copying fee of \$1 per page for the first ten pages, 50 cents per page for pages 11 through 50, and 20 cents per page for pages in excess of fifty, plus \$15 fee for records search, plus postage will be charged. The exceptions to this policy are contained in the attached Notice Form. If we refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon request.

In addition, some therapists also keep a set of Psychotherapy Notes. These Notes are for the use of the therapist designed to assist in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless it is determined that such disclosure would have an adverse effect on you.

**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 your therapist 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 our 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. We are happy to discuss any of these rights with you.

**MINORS & PARENTS:** Patients under 16 years of age who are not emancipated and their parents should be aware that the law allows parents to examine their child's treatment records unless your therapist decides that such access would harm the child or we agree otherwise. Children between 16 and 18 may independently consent to and receive up to 6 sessions of psychotherapy (provided within a 30-day period) and no information about those sessions can be disclosed to anyone without the child's agreement. However, KY law states a mental health professional may inform the parent or legal guardian of the minor patient of any treatment given or needed where, in the judgment of the professional, informing the parent or guardian would benefit the health of the minor patient. While privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, parental involvement is also essential to successful treatment. For children 16 and over, it is our policy to request a verbal agreement between the patient and his/her parents allowing the sharing of general information about

the progress of the child's treatment and his/her attendance at scheduled sessions. When an individual turns 18, other communication will require the individual's written Authorization, unless it is that the individual is in danger or is a danger to someone else, in which case, we will notify the parent/other guardians of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

**BILLING AND PAYMENTS:** You will be expected to pay for each session (ie. Relevant co-payment, session fees, and/or deductible costs) at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. ( In circumstances of unusual financial hardship, we may be willing to negotiate a fee adjustment or payment installment plan.)

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment, such as a collection agency. In most collection situations, the information I release includes a patient's name, the nature of services provided, the date of services provided, the amount due, and the name, social security number, and date of birth of the responsible party. (If such legal action is necessary, its costs will be included in the claim, currently 30% to 50% additional charge to the outstanding bill.) You will be notified in writing before any such action is taken.

**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. We will fill out forms and provide you with whatever assistance we 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. Please be aware that in-network services will be reimbursed by the insurance provider at an allowable rate agreed upon with the insurance company and provider. If you have out of network benefits, we will bill the insurance company if you choose to do so. If we are considered an out of network provider, you will be responsible for full payment and in some cases your insurance company may reimburse you for a portion of these fees.

You should carefully read the section in your insurance coverage booklet or the relevant website information that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, we will provide you with whatever information we have based on our experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, we will be willing to call the company on your behalf.

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 often require authorization before they

provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work on 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 patients feel that they need more services after insurance benefits end. While attempts will be made to request additional sessions as needed, the insurance company will make the decision regarding this authorization.

You should also be aware that your contract with your health insurance company requires that we provide it with information relevant to the services that are provided to you. We are required to provide a clinical diagnosis. Sometimes, we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire clinical record. In such situations, we 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, we 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. We will provide you with a copy of any report submitted, if you request it. By signing this Agreement, you agree that we can provide requested information to your carrier.

Once we have all the information about your insurance coverage, we 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 services yourself to avoid the problems described above (unless prohibited by contract.)

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