 **THERAPIST-CLIENT SERVICES AGREEMENT**

**Crosskey Psychological Services, Inc.**

***Welcome***. This document contains important information about our practice and its business

policies. It also contains summary information about the Health Insurance Portability and Accountability Act

(HIPAA), a federal law designed to protect your privacy and your rights with regard to the use and disclosure of

your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations.

HIPAA requires that we provide you with the attached Notice of Privacy Practices that explains HIPAA and how it

affects you. The law also requires that we obtain your signature acknowledging that you have received this

information. Although these documents are long and sometimes complex, it is very important that you read them

carefully. We can address any questions you have about the procedures before your next session. When you

sign this document, it will also represent an agreement between you, your therapist, and Crosskey Psychological Services,

Inc. You may revoke this Agreement in writing at any time. That revocation will be binding except for information

already disclosed; obligations imposed on us by your health insurer in order to process or substantiate claims made

under your policy; or if you have not satisfied any financial obligations you have incurred.

**MENTAL HEALTH AND CONSULTATION SERVICES.** Services vary depending on your needs, and your

therapist's approaches. There are many different methods used to deal with the issues that you hope to address.

Your initial session(s) will involve an evaluation of your needs. By the end of the evaluation, your therapist will be

able to offer you some first impressions of what your work will include and a plan to follow, if you decide to

continue with our services. You should evaluate this information along with your own opinions of whether you

feel comfortable working with your therapist. Treatment/consultation involves a commitment of time, money, and

energy, so you should be careful about the therapist you select. If you have questions about procedures, they

should be discussed with your therapist whenever they arise. If your doubts persist, your therapist will be happy

to help you set up a meeting with another professional for a second opinion.

**MEETINGS.** When an appointment time is scheduled, you will be expected to pay for it unless you provide at

least 48 hours advance notice of cancellation. It is important to note that insurance companies do not provide

reimbursement for cancelled sessions.

**PROFESSIONAL FEES AND PAYMENT** Our therapists set their own fees. Please discuss this during your

visit. If you want to set up a payment plan, you may also discuss this during your visit.

You will be expected to pay for each session at the time it is held, unless another schedule is agreed upon or

unless you have insurance coverage. If we file your insurance, you are expected to make your co-pay at each

visit. Payment schedules for other professional services (such as report writing, extended telephone

conversations, consulting with other professionals with your permission, preparation of records or treatment

summaries, or legal testimony) will be agreed to when they are requested. We accept cash and personal checks.

There will be a $20 service charge for returned checks.

If your account has not been paid for more than 60 days and you have not made arrangements for payment, we

have the option of using legal means to secure the payment. This may include collection agency or small claims

court which will require disclosing otherwise confidential information. In most collection situations, the only

information released regarding a client's treatment is his/her name, the nature of services provided, and the

amount due. [If such legal action is necessary, its costs will be included in the claim.]

**INSURANCE REIMBURSEMENT** In order for you 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. Your therapist will fill out required forms and

provide you with assistance in receiving the benefits to which you are entitled; however, you (*not your insurance*

*company*) are responsible for full payment of your bill. It is very important that you find out exactly what mental

health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services.

If you have questions about the coverage, call your plan administrator. Our office will provide you with any

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 your failure to comply with your insurance company's requirements

regarding choice of therapists, authorizations, or other issues results in the denial of claims, you will be

responsible for paying in full. If your coverage changes, it is your responsibility to notify the therapist and to comply

with your new policy.

You should also be aware that your contract with your health insurance company requires that we provide a

clinical diagnosis and information about the services provided to you. Sometimes your therapist must provide

additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In

such situations, every effort will be made 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. You will be provided with a copy of any report submitted if you request it.

By signing the appropriate section of this Agreement, you agree to the provision of requested information to your

carrier. If you need to file your own insurance, you may use your billing invoice. Please remember to include your

policy information.

Once we have all of the information about your insurance coverage, your therapist will discuss what you 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 potential problems described above [unless this is prohibited by contract].

**CONTACTING YOUR THERAPIST.** Therapists are normally not available by telephone because of client

appointments. Your call will received by your therapist’s voice mail. Therapists do check their voice mail and

make every effort to return your call on the same day you make it, with the exception of weekends and holidays.

If you are difficult to reach, please leave information about times when you will be available. In emergencies, if the

therapist has not responded to your call in the time you need, please call 911. Generally, if your therapist will be

unavailable for an extended time, you will be provided with the name of a colleague to contact, if necessary.

**LIMITS ON CONFIDENTIALITY.** The law protects the privacy of all communications between a client and a

therapist. Several types of communications and the consent they require are discussed below.

1) Generally, information about your treatment can be released to others only if you sign a written Authorization

Form that meets certain legal requirements imposed by HIPAA.

2) There are other situations, however, that require only that you provide written, advance consent. Your

signature on this Agreement provides consent for the following:

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Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case.

During a consultation, every effort is made to avoid revealing your identity. The other professionals are also legally

bound to keep the information confidential. You will not be told about these consultations unless your therapist feels that

it is important to your work together.

Your therapist practices with other mental health professionals and employs administrative staff. In many cases, some

protected information may be shared with these individuals for both clinical and administrative purposes, such as

scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of

confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release

any information outside of the practice without the permission of a professional staff member.

We also have contracts with other vendors such as software providers and an accountant. As required by

HIPAA, we have a formal business associate contract with any of these other businesses, in which they promise to

maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you

wish, we can provide you with the names of these organizations and/or a blank copy of this contract.

Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

If therapists believe that a client presents an imminent danger to his/her health or safety, they may be obligated to seek

hospitalization for him/her, or to contact family members or others who can help provide protection.

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 3) There also are some situations where therapists are permitted or required to disclose information without

either your consent or Authorization:

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If you are involved in a court proceeding and a request is made for information concerning the professional services that

are provided to you, such information is protected by the therapist-client privilege law. Information cannot be provided

without your 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 client files a complaint or lawsuit against a therapist, that therapist may disclose relevant information regarding that

client in order to defend him/herself.

If a client files a worker's compensation claim, and services are being compensated through workers compensation

benefits, a therapist must, upon appropriate request, provide a copy of the client's record to the client's employer or

the North Carolina Industrial Commission.

4) In addition, there are some situations in which we are legally obligated to take actions, which are necessary

to attempt to protect others from harm and which may require revealing some information about a client's

treatment. These situations are unusual in our practice. They include the following:

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If there is cause to suspect that a child under 18 is abused or neglected, or reasonable cause to believe that a disabled or

Elderly adult is in need of protective services, the law requires that a report be filed with the County Director of Social

Services. Once such a report is filed, additional information may be required.

If there is reason to believe that a client presents an imminent danger to the health and safety of another, we may be

required to disclose information in order to take protective actions, including initiating hospitalization, warning the

potential victim, if identifiable, and/or calling the police.

If such a situation arises, your therapist will make every effort to fully discuss it with you before taking any action

and will limit disclosure to only what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential

problems, it is important that any questions or concerns that you may have now or in the future be discussed.

The laws governing confidentiality can be quite complex. In situations where specific advice is required, formal

legal advice may be needed.

**E-MAIL, CELL PHONE, AND FAX COMMUNICATION.** It is very important to be aware that e-mail and cell phone

(also cordless phone) communication can be relatively easily accessed by unauthorized people and, hence, the

privacy and confidentiality of such communication can be easily compromised. E-mails, in particular, are vulnerable

to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through

them. Faxes can be sent erroneously to the wrong address. Please notify your therapist at the beginning of treatment if

you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. Please

do not use e-mail or faxes in emergency situations. **E-mails will only be used to arrange appointments.**

**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 are set for treatment, your progress towards those goals,

your medical and social history, your treatment history, any past treatment records received from other therapists,

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/or

others or the record makes reference to another person (unless such other person is a health care provider) and

your therapist believes that access is reasonably likely to cause substantial harm to such other person, you may

examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional

records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, it is recommended that

you initially review them with your therapist, or have them forwarded to another mental health professional so you

can discuss the contents. (There normally will be a charge for copying records). The exceptions to this policy are

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contained in the attached Privacy Notice. If your request for access to your records is refused, you have a right of

review, which will be discussed with you upon request.

In addition, your therapist may also keep a set of Psychotherapy Notes. These Notes are for your therapist's use

and are 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 your conversations with your therapist, an analysis of

those conversations, and how they impact on your therapy. They may also contain particularly sensitive

information that you may reveal to your therapist that is not required to be included in your Clinical Record and

information revealed to your therapist confidentially by others. These Psychotherapy Notes are kept separate

from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone

else, including insurance companies without a separate written, signed Authorization. Insurance companies

cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal to

provide it.

**CLIENT RIGHTS** HIPAA provides you with several new or expanded rights with regard to your Clinical

Records and disclosures of protected health information. These rights include requesting that your therapist

amend your record; requesting restrictions on what information from your Clinical Records 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 view and

copy your records,. Your therapist will be happy to discuss any of these rights with you. These rights are

explained further in the Privacy Notice.

**LITIGATION LIMITATION.** Due to the nature of the therapeutic process and the fact that it often involves making a

full disclosure with regard to many matters that may be of a confidential nature, it is agreed that should there be legal

proceedings (such as, but not limited to, divorce and custody disputes, injuries, lawsuits, etc.), neither you (client) nor

your attorney, nor anyone else acting on your behalf will call on your therapist to testify in court or at any other

proceeding, nor will a disclosure of the psychotherapy records be requested.

**MINORS & PARENTS.** Children over the age of eighteen have the right to independently consent to and

receive mental health treatment without parental consent and, in that situation, information about that treatment

cannot be disclosed to anyone without the child's agreement. While privacy in psychotherapy is very important,

particularly with teenagers, parental involvement is also essential to successful treatment and this requires that

some private information be shared with parents. It is our policy only to share information that is considered

necessary with his/her parents. This includes general information about the progress of the child's treatment

and his/her attendance at scheduled sessions. Parents will also be provided with a summary of their child's

treatment when it is complete. Any other communication will require the child's Authorization, unless the

therapist feels that the child is in danger or is a danger to someone else, in which case, the parents will be

notified of this concern. Before giving parents any information, this will be discussed with the child, if possible,

and an attempt will be made to handle any objections he/she may have.

**ID-THEFT PREVENTION.** **According to the ID-THEFT prevention policies of Crosskey Psychological Services,**

**Inc. you will be required to bring a picture ID and your insurance card to your initial session.**

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