

PSYCHOLOGIST-CLIENT SERVICES AGREEMENT

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them during our initial appointment. When you sign this document, it will represent an agreement between us.

Psychological Services

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and client and the particular problems you, your child, or your family are experiencing. There are many different methods I may use to deal with the problems you hope to address. Psychotherapy calls for a very active effort on your part. In order for therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who participate in it. 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.

Our first few sessions will involve an evaluation of your needs. At the end of the initial evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a commitment of time, money, and energy, so you should be very careful about the therapist that you select. If you have questions about my procedures, we should discuss them whenever they arise. If you feel that progress is not being made in therapy, I will be happy to refer to another mental health professional for a second opinion.

Sessions

Please allow 60 to 75 for the initial evaluation appointment. Individual and family therapy sessions are approximately 45-50 minutes in length. Depending upon the severity of presenting symptoms, we will agree to meet weekly or biweekly. As treatment progresses and symptoms decrease, we will decrease the frequency of our sessions.

Attendance at scheduled appointments is extremely important, not only for successful treatment outcome, but also in terms of consideration of others who may have the desire to schedule appointments. Please call the office as soon as you become aware of your need to reschedule your appointment. Each appointment time is reserved only for you or your child, and for this reason 24 hours notice is required to cancel or reschedule an existing appointment (unless we both agree that you were unable to attend due to circumstances beyond your control). Appointments missed without proper notice are subject to a \$50.00 missed appointment fee. It is important to note that insurance companies do not provide reimbursement for missed sessions.

Professional Fees

My hourly fee is \$115.00 In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour.

Other services include letter writing beyond routine communication with pediatricians/family physicians or other doctors involved in providing care to the client, telephone conversations lasting longer than 10 minutes, attendance at school

meetings (including travel time), consulting with other professionals with your permission, and time spent performing any other service you may request of me.

If you bring a minor for treatment and sign the payment contract, you are ultimately responsible for paying the charges in a timely manner (even if you are divorced and the court has mandated that the minor's other parent be responsible for the medical bills—you will need to pay for the services(s) and, then pursue reimbursement from the other parent).

If you become involved legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$350.00 per hour for preparation and attendance at any legal proceeding.

Billing and Payments

You will be expected to pay for each session at the time it is held. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual hardship, I may negotiate a fee adjustment or payment installment plan.

If your account has not been paid for more than 60 days and arrangements for payments have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release 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

For additional information regarding insurance benefits, reimbursement, etc. please visit www.drjenniferday.com and click on Payment Options.

Contact

I am often not immediately available by phone as I do not accept phone calls when I am with a client. However, my office has a voice mail system available to receive phone calls 24 hours a day, seven days a week. If you leave a message on the practice voice mail, either the practice staff or I will make every effort to return your call within 24 hours, with the exception of weekends and holidays.

If you or your child is in crisis, I can be reached weekdays between 9 am and 7 pm at my emergency contact number: 502-509-3082. I have voice mail at this number should I not be available to immediately answer your call. If you are unable to reach me at my emergency contact number or feel that you cannot wait for me to return your call, please call your family physician, 911 or the Seven Counties Crisis Services 24-hour Crisis and Information Hotline at (502) 589-4313 or 1-800-221-0446.

Professional Records

You should be aware that, pursuant to HIPPA, I keep Protected Health Information about you in your Clinical Record. This record 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 these goals, your medical and social history, hour treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to any, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and others or the when record makes references to another person (unless such other person is a health care provider) and I believe that access to the records is reasonably likely 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 may be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents.

You are entitled to receive a free copy of your records. However, I am allowed to charge a copying fee of \$1.00 per page for any subsequent copies. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical Records, you have the right of review, which I will discuss with you upon request.

Patient Rights

HIPPA 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 I amend your record; requesting restrictions on what 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 my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

Minors and Parents

Therapy is most effective when a trusting relationship exists between the psychologist and the client. Privacy is especially important in securing and maintaining trust. One goal of treatment is to promote a stronger and better relationship between children and their parents. However, it is often necessary for children to develop a “zone of privacy” whereby they feel free to discuss personal matters with greater freedom. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy. Because trust and privacy are often crucial to successful treatment, particularly with adolescents, it is my policy to request an agreement with parents that they consent to allow their child or adolescent to have confidentiality with me. If parents agree, I will provide them only general information on their child's treatment progress and his/her attendance at scheduled sessions. If at any time I feel the child is in danger or is a danger to someone else, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child or adolescent, if possible, and do my best to handle any objections he/she may have.

One risk of therapy with children, adolescents, and families involves disagreement among parents and/or disagreement between parents and therapist regarding the best interests of the child or adolescent. If such disagreements occur, I will strive to listen carefully so that I can understand your perspective s and fully explain my perspective. We can resolve such disagreements or agree to disagree, so long as this enables your child's therapeutic progress. Ultimately, you will decide whether therapy will continue. If a parent or guardian decides that therapy should end, I will honor that decision. However, I will ask that you allow me the option of having a closing session (s) to appropriately end the treatment relationship.

Limits of Confidentiality

In general, information disclosed/communicated during the course of treatment is both confidential and protected by law. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPPA. There are other situations that require only that you provide written advance, consent. Your signature on this Agreement provides consent for those activities, as follows:

1. I may occasionally consult with colleagues about the service that I provide for you. During a consultation, I make every effort to avoid revealing your identity of my client. These mental health professionals are bound by the same laws regarding confidentiality as I am. If you do not object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called “PHI” in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
2. Disclosures required by health insurers or to collect overdue fees as discussed elsewhere in this Agreement.
3. If a client threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection. (KRS 645.270, KRS 202A.400)
4. You should be aware that I practice with other mental health professionals and that I employ administrative staff. In most cases, I need to share protected information 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.

There are some situations where I am permitted or required to disclose information without either your consent or Authorization:

1. If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. I cannot provide any information without you (or your legal representative's) written authorization, or a judge's 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 me to disclose information.
2. If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
3. If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
4. If a client files a worker's compensation claim, I must, upon appropriate request, provide relevant information to the appropriate parties, including the patient's employer and the worker's compensation insurer.

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

1. Any psychologist who knows or has reasonable cause to suspect that a child is dependent, neglect, or abused, shall immediately cause an oral or written report to be made, by telephone or otherwise, to a local law enforcement agency or the Kentucky State Police, the Cabinet for Families and Children or its designated representative; or the commonwealth's attorney or the county attorney. Once such a report has been filed, I may be required to provide additional information. (KRS 620.030)
2. If a patient communicates an actual threat of physical violence against a clearly identified or reasonably identifiable victim or a threat of a specific violent act, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. (KRS 645.270)
3. Any psychologist having reasonable cause to suspect domestic violence (as defined in KRS 403.720) or reasonable cause to suspect that an adult has suffered abuse, neglect, or exploitation, shall report or cause reports to be made immediately to the Kentucky Cabinet for Families and Children. Death of the adult does not relieve the psychologist of the responsibility of reporting the circumstances surrounding the death.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

While this written summary of the 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 I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

Jennifer E. Day, Psy.D., PLLC

Licensed Clinical Psychologist

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YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE PSYCHOLOGIST-CLIENT AGREEMENT IN ITS ENTIRETY AND AGREE TO ITS TERMS AND ALSO SERVICES AS AND ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPPA NOTICE FORM DESCRIBED ABOVE.

Client's Name (please print)

Date

Client's (Parent's or Guardian's) Signature

Date