



# PINEYWOODS

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## PSYCHOLOGICAL SERVICES

518 E. Hospital St  
Nacogdoches, TX 75961  
(936) 462-8577  
www.pineywoodspsychologicalservices.com

Dr. Sydney Kroll  
Dr. Lisa McCleary

### COUNSELING AGREEMENT

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 new privacy protections and new patient 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 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 we obtain your signature acknowledging that we have provided you with this information. 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 at that time. When you sign this document, it will also represent an agreement between us.

### COUNSELING SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the counselor and client, and the particular problems you are experiencing. There are many different methods your provider may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. 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 things talked 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 many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

The first few sessions will involve an evaluation of your needs. By the end of the evaluation, your provider will be able to offer you some first impressions of what your work 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 provider. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the counselor you select. If you have questions about procedures, you should discuss them with your counselor whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

### MEETINGS

Psychotherapy sessions are usually scheduled for 50-minute sessions (one appointment hour of 50 minutes duration) at a time and frequency agreed on with your provider, although some sessions may be longer or more frequent. Much improvement can often be seen in 3-4 months, though some issues may require more or less time. The average length of time for our office is 8-12 sessions, though you will discuss and agree upon the duration of your care with your provider. **Once an appointment is scheduled, you will be expected to provide 24 hours**

**advance notice of cancellation so another client can use that time [unless you were unable to attend due to circumstances beyond your control]. Except in the cases of an emergency, if you fail to provide advanced notification of cancellation, you will be charged the full hourly rate. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.**

## **PROFESSIONAL FEES AND BILLING**

Fees for services are as follows:

*Initial consultation session (90 minutes)- \$130*

*Individual session (50 minutes)- \$100*

*Group session (50 minutes)- \$30*

If you become involved in legal proceedings that require participation by your provider, you will be expected to pay for all of professional time, including preparation and transportation costs. [Because of the difficulty of legal involvement, our counselors charge \$150 per hour for preparation and attendance at any legal proceeding.]

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.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, our office has 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 released regarding a patient'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.

Please make checks payable to Pineywoods Psychological Services. There will be a returned check fee of \$25. We also accept all major credit cards.

## **INSURANCE REIMBURSEMENT**

### *Out-of-Network*

Our counselors are out-of-network providers. If you have a health insurance policy, it should provide some coverage for mental health treatment and assessment. You will need to find out what reimbursement your policy allows for out-of-network providers. Our office staff will fill out forms and provide you with whatever assistance they can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of professional fees at the time of the session. It is very important that you find out exactly what out-of-network mental health services your insurance policy covers. A SuperBill can be provided summarizing your payments. This can usually be applied to your deductible.

### *General Insurance Issues*

Psychotherapy services are generally approved for Health Savings Plans funds.

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. Specifically, inquire about reimbursement for out-of-network psychotherapy services provided by a Licensed Clinical Social Worker.

## **CONTACTING YOUR PROVIDER**

Due to our provider's work schedules, they are often not immediately available by telephone. The office telephone is answered by the Office Manager or voicemail. We will make every effort to return your call on the same day, with the exception of weekends and holidays. If you are

difficult to reach, please inform us of some times when you will be available. If you are unable to reach your provider and feel that you can't wait for a return call, contact your family physician or the nearest emergency room and ask for the mental health provider on call.

### **EMERGENCY PROCEDURES**

If you need to contact your provider between sessions, you may call and leave a message and your call will be returned as soon as possible. However, we may not be available to return your call immediately. **Therefore, in case of an emergency, please contact your local emergency 911 or the National Crisis Lifeline at 1-800-273-8255.** An emergency may be any time you are feeling overwhelmed, hopeless, or out of control. If at any time you have thoughts of suicide or homicide, are concerned about your risk for hurting yourself or someone else, or fear for your safety in any way, please contact emergency services immediately. Once you are in a safe location, feel free to contact your provider or give our contact information to the medical staff so they can give your provider an update on how you are doing. If you anticipate needing after hours services regularly, please let your provider know and an individualized emergency safety plan can be identified in session.

If there is an emergency in session, such as a medical or mental health crisis, we may contact your emergency contact, your primary care provider, or emergency services.

### **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a counselor. 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 this Agreement provides consent for those activities, as follows:

- Your provider may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing your identity. The other professionals are also legally bound to keep the information confidential. If you don't object, your provider will not tell you about these consultations unless she feels that it is important to your work together.
- You should be aware that we employ administrative staff. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. 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 mental health providers. As required by HIPAA, we have a formal business associate contract with this/these business(es), in which it/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 a patient seriously threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection. Texas law provides that a professional may disclose confidential information only to medical or law enforcement personnel if the professional determines that there is a probability of imminent physical injury by the patient to the patient or others, or there is a probability of immediate mental or emotional injury to the patient.

There are some situations where we are permitted 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 diagnosis and treatment, such information is protected by the Counselor-patient privilege law. We cannot provide any information without your (or your legal representative's) written authorization, or without a court order. However, if a court order is filed, we must provide any and all information in our records about your care. 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 prior to continuing with assessment services.
- 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 a provider, we may disclose relevant information regarding that patient.
- If a patient files a worker's compensation claim, we must, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought.

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 I may have to reveal some information about a patient's treatment.

- If we have cause to believe that a child under 18 has been or may be abused or neglected (including physical injury, substantial threat of harm, mental or emotional injury, or any kind of sexual contact or conduct), or that a child is a victim of a sexual offense, or that an elderly or disabled person is in a state of abuse, neglect or exploitation, the law requires that we make a report to the appropriate governmental agency, usually the Department of Protective and Regulatory Services. Once such report is filed, we may be required to provide additional information.
- If it is determined that there is a probability that the patient will inflict imminent physical injury on another, or that the patient will inflict imminent physical, mental or emotional harm upon him/herself, or others, we may be required to take protective action by disclosing information to medical or law enforcement personnel or by securing hospitalization of the patient.

If such a situation arises, we will make every effort to fully discuss it with you before taking any action and will limit my disclosure to only what is necessary to ensure safety of those involved.

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 able to provide legal advice. In situations where specific advice is required, formal legal advice may be needed.

### **PROFESSIONAL RECORDS**

The laws and standards of the mental health profession require that we keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others, you may examine and/or receive a copy of your Clinical Record if you request it in writing. In most circumstances, we are allowed to charge a copying fee of up to \$2 per page (and for certain other expenses).

**PATIENT RIGHTS**

HIPAA provides you with several expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that we 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 policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and privacy policies and procedures.

**MINORS & PARENTS**

Patients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. However, if the treatment is for suicide prevention, chemical addiction or dependency, or sexual, physical or emotional abuse, the law provides that parents may not access their child's records.

Please provide a copy of any applicable court orders that clarifies the individual(s) who has/have the authority to agree to mental health services for the minor child. In most cases, we will need to consult with both parents/custodians to obtain consent for treatment.

**YOUR SIGNATURE ON THE CONSENT FOR TREATMENT FORM INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.**

*Rev. 4/21*

## Consent for Treatment

I authorize and request that my provider complete any mental health treatment which now or during the course of my care are advisable. I understand that the purpose of these procedures will be explained to me upon my request and subject to my agreement. I also understand that while the course of psychotherapy is designed to be helpful and lead to improvements in my life, it may at times be difficult and uncomfortable. I agree to inform my counselor immediately of any increases in my symptoms as well as any thoughts of hurting myself or someone else. I authorize my provider to contact emergency services and/or my emergency contact in the case of an immediate crisis when it is in the best interest of my health. I commit to remaining active in my own treatment, including attending scheduled sessions, completing between-session assignments, sharing openly with my counselor and providing feedback about how treatment is helping or not helping me. I understand that therapy is a joint effort between the counselor and the client, the results of which cannot be guaranteed. I know that I can end therapy at any time I wish and that I can refuse any requests or suggestions made by my counselor. I further agree to make a commitment to living a valued life and allowing positive change in my life.

By signing below, I am indicating that I have read and understand the forms in the information packet and the informed consent statement above, and that any questions I have about this document and/or the therapy process have been answered to my satisfaction. I am hereby agreeing to enter into a professional therapeutic relationship with \_\_\_\_\_ and will be responsible for the payment of all professional fees.

Client signature \_\_\_\_\_ Date \_\_\_\_\_

Full Name (please print) \_\_\_\_\_