

Cloyd Psychological Services, PLLC

5417 S Miami Blvd
Durham, NC 27703
919-924-1668

PSYCHOTHERAPIST-CLIENT SERVICES AGREEMENT

Welcome to Cloyd Psychological Services! This document (the Agreement) contains important information about my 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 regarding the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I 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 I obtain your signature acknowledging that I have provided you with this information. Although these documents are long and sometimes complex, it is very important that you carefully read them. We can discuss any questions you have about the procedures. When you sign this document, it will also 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 are experiencing. There are many different methods I 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 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 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.

Our first few sessions will involve me getting to know and your needs. Over time 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 with therapy. Because I am here to serve you, I would like you to be open and honest with me about what I have said. Please let me know if I have misunderstood something or you have different ideas. You should evaluate information I provide along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to provide you with names of other mental health providers to see if they might be a better match for you.

APPOINTMENTS AND FEES

Our first session is usually one full hour, with the goal of me getting you know and your needs. At the end of that session, I will let you know my thoughts regarding what I understood and how I believe it would be best to proceed. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, we can decide upon session length and frequency that we believe would be most beneficial for all of your needs. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours [1 day] advance notice of cancellation.** I may make an exception for significant illness, emergency, and inclement weather. However, I reserve the right to charge my full fee if appointments are missed or canceled less than 24 hours in advance on an ongoing basis, regardless of reason.

My fee schedule for therapy sessions follows:

Initial 60-minute Evaluation	\$210
45-minute Therapy Session	\$150
60-minute Therapy Session	\$180
75-minute Therapy Session	\$200
Missed Session	\$75

Fees for other services will vary, though I will break down the hourly cost into 15 minute increments if I work for periods of less than one hour. 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 service you may request of me. If you become involved in 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 per hour for preparation and attendance at any legal proceeding and \$175 per hour for travel time. If this occurs, the full estimated fee will be due five business days prior to the date of testimony. If the fees accrued are different from the estimate, the amount will be adjusted accordingly after the legal proceeding. If a balance accrues for any reason, it is due within 14 days of the invoice date. I will inform you of your balance and charge your credit card on file. If for some reason there is an outstanding balance after 14 days, a finance charge of 5% will be added for each two weeks of outstanding balance. A collection agency may be notified if the bill has not been paid within 60 days. If an attorney must be hired to collect the past due balance, all fees for this service will be charged to you as well.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 9 AM and 5 PM, I probably will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by voicemail that I monitor frequently. I will make every effort to return your call on the same day you make it, with the exception of evenings, weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available.

You may email me if you wish. However, email is not a secure form of communication and I cannot guarantee confidentiality. If you wish, you may email me regarding non-clinical issues such as appointment schedule or billing. However, I do not discuss clinical issues via email. Ethical guidelines regarding dual relationships prevent me from having any form of relationship with you outside of the agreed upon professional services. Thus, I will not respond to requests to be connected through any form of social media, nor will I initiate contact or converse with you outside of the office. I believe that

these boundaries are in your best interest, allow us to work together more effectively, and better protect your confidentiality. Additionally, if you choose to follow me on any form of social media, there is a possibility that you would then be identified as a client with whom I work. Consequently, I would discourage you from doing so in order to maintain your confidentiality. Finally, if you wish, it is your option to review my services as you see fit. I will not respond to that in any way, either online or in person. Please be aware that this also could result in a breach your confidentiality as you may then be identified as receiving mental health services from me. Please ask any questions you have about this policy.

I do not provide emergency services and am not available for contact outside of my standard business hours. In the case of an emergency, please either contact your primary care provider, call 911, or go to the nearest hospital emergency room and ask to speak with the psychiatrist on call, and/or follow your insurance carrier's emergency procedures.

LIMITS OF CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychologist. 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 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:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The other professionals are also legally bound to keep the information confidential. If you don't 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).

- You should be aware that I share an office with other mental health professionals. I do not share protected information with these people. However, you may see the other mental health professionals in the office or his or her clients. All of the mental health professionals are bound by the same rules of confidentiality.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If I believe that a client presents an imminent danger to his/her health or safety, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

There are some situations where I am 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 the professional services that I provided you, such information is protected by the psychologist-patient privilege law. I cannot provide any information 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 me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a you file a complaint or lawsuit against me, I may disclose relevant information regarding that you or my client in order to defend myself.
- If you file a worker's compensation claim, and my services are being compensated through workers compensation benefits, I must, upon appropriate request, provide a copy of the your record to your employer or the North Carolina Industrial Commission.

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 a client's treatment. These situations are unusual in my practice.

- If I have cause to suspect that a child under 18 is abused or neglected, or if I have reasonable cause to believe that a disabled adult is in need of protective services, the law requires that I file a report with the County Director of Social Services. Once such a report is filed, I may be required to provide additional information.
- If I believe that a client presents an imminent danger to the health and safety of another, I 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, 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 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.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. 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 I believe 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, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the

contents. In most circumstances, I am allowed to charge a copying fee of \$0.25 per page (and for certain other expenses). If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

As you know, I work with a group of independent mental health professionals under the name of Raleigh Counseling Collaborative. This group is an association of independently practicing professionals which share certain expenses and administrative functions. While the members share a name and office space, I want you to know that I am completely independent in providing you with clinical services and Cloyd Psychological Services, PLLC alone is fully responsible for those services. Professional records are separately maintained and no member of the group can have access to them without your specific, written permission.

PATIENT 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 I 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 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 & PARENTS

Clients 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. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is usually my policy to request an agreement from parents that they consent to give up their access to your records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless I feel that the child is in danger or is a danger to

someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise. 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, 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 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.

For your convenience, I accept cash, check or credit card. I ask that each client keeps a credit card on file which will be charged the morning of each scheduled appointment. If this is an issue for you, please let me know and we can discuss it further. Personal checks should be made payable to Cloyd Psychological Services, PLLC.

INSURANCE REIMBURSEMENT

Please be aware that I am out of network for most insurance companies. This means that if you choose to use insurance, you are responsible for my full fee at the time of service and then the insurance company will reimburse you consistent with your plan. I would be happy to help you file the insurance claim and have the reimbursement sent directly to you. I am in network with Blue Cross and Blue Shield and you will need to pay your copay at the time of visit. I will file your insurance and they will reimburse in accordance with your plan.

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. I will

fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. 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. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company.

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 such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out 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 people feel that they need more services after insurance benefits end.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I 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, I 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. I will provide you with a copy of any report I submit, if you request it. If you choose for me to file insurance on your behalf, you will need to complete another agreement authorizing me to provide the aforementioned information to your insurance company.

Once we have all of 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.

By signing below, you are indicating that you have read, understood this agreement and have had an opportunity to ask questions and clarify any information in this agreement that is either unclear or concerning. You indicate that you agree to its terms. Your signature indicates that Cloyd Psychological Services, PLLC is authorized to provide you with therapy, evaluation, and other services that are necessary or recommended. Your signature also serves as an acknowledgement that you have received the HIPAA notice form described above. Additionally, by signing below, you authorize Cloyd Psychological Services, PLLC to charge your credit card the amount indicated in the Professional Fees section of this agreement on the day services are provided and any time you owe a balance.

Rev. 07/17

Signature

Date

Printed Name

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Client Information

Name: _____ Marital Status: _____

Date of Birth: _____ Preferred Method of Contact: _____

Address: _____

Phone Numbers:

Home: _____ Cell: _____ Work: _____

Where may I leave a voicemail: _____

Email (if I may use it): _____

Please provide credit card information to be kept on file:

Circle one: VISA Mastercard Discover

Credit Card Number: _____

Expiration Date: _____ CVV: _____

Name on Card: _____

Billing Address: _____

Alternative method of pay if you choose not to keep your credit card on file: _____

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Client Name: _____ Date: _____

Primary Policy Holder's name: _____

Primary Insurance Company: _____

Your relationship to Policy Holder: _____ Policy Holder Phone: _____

Policy #: _____ Group #: _____

Effective Date: _____ Policy Holder DOB: _____

Policy Holder's Employer: _____

Policy Holder's Signature: _____