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### **PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT**

This document contains important information about the professional services of Insight & Change, its providers, staff, and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new 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 (Insight & Change) 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 at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. 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. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless we have taken action in reliance on it; if there are 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.

#### **PSYCHOLOGICAL SERVICES:**

##### **PSYCHOTHERAPY**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. There are many different methods therapists may use to deal with the problems that need to be addressed.

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, improved academic functioning, solutions to specific problems, and

significant reduction in feelings of distress. But there are no guarantees of what you will experience.

If you and your therapist begin therapy after an evaluation, you will discuss a treatment plan to follow so that you will know what the goals of the treatment are. 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 procedures, you and your therapist should discuss them whenever they arise. If your doubts persist, your therapist will be happy to help you set up a meeting, or you may choose to consult with another mental health professional for a second opinion.

### **ASSESSMENT**

A psychological evaluation involves gathering information via validated psychological tests, clinical interviews, review of records, consultation with other professionals (e.g., psychologists, psychiatrists, teachers), and direct observations (for example, a child may be observed in a classroom setting).

All this information is then integrated by the psychologist conducting the testing to answer questions about an individual's emotional, intellectual, behavioral, and academic/occupational strengths and challenges. Using this information, the psychologist can provide an overview of an individual's functioning and generate recommendations for optimizing strengths and compensating for relative weaknesses.

Many psychological tests require one-on-one administration--in other words, the psychologist is interacting directly with the client for the majority of the evaluation.

### **MEETINGS**

Therapist meet with patients at the initial intake/consultation. At this meeting, the therapist asks for detailed information about the problems patients have been experiencing. At the end of the session, the therapist will let you know if he/she can be helpful given the history you have provided. The therapist asks patients to go home and think about the meeting. He/She asks to be notified by phone or e-mail if patients would like to schedule another appointment. If psychotherapy is begun, the therapist will usually schedule one 50-minute session per week, or at specified intervals at a time that is agreed upon, although some sessions may be longer or more frequent. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation.**

### **PROFESSIONAL FEES**

The fee for the initial intake/consultation is **\$195.00**. Fees for subsequent 45-50-minute individual therapy sessions are **\$175.00**. We require keeping a credit card on file. This card will be charged on the date of service, unless you prefer to pay with cash or check at time of service. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of the professional time, including

preparation and transportation costs, even if your therapist is called to testify by another party. Because of the difficulty of legal involvement, we charge **\$275.00** per hour for preparation and attendance at any legal proceeding. This includes preparation, driving time, and all time spent in court. A more detailed fee structure for available services is provided below.

### **OVERVIEW OF ALL FEES**

Diagnostic evaluation (initial therapy appointment): \$195

Individual therapy: \$175 per 45-50 minute session

Couple therapy: \$195 per 55 minute session

Parent consult: \$175 per 45-50 minute session

Family therapy: \$195 per 55 minute session

Testing/assessment: \$2,000-\$2,800 (depending on eval and writing time)

Consultation: \$40 per 15 minutes (phone or in person)

Letters: Hourly Therapy fee

Copy fee: \$.50 per page, plus hourly therapy fee

No show Fee: \$100

Court appearance: \$275 per hour \* 8 hours per day plus mileage (Days will not be prorated).

### **CONTACTING US**

Due to our work schedules, we are often not immediately available by telephone. You may leave a message on our voice mail at **(469) 900-7310**. Please provide your name, contact phone number, times you will be available, and brief reason for your call. We will make every effort to return your call within 24 hours. **If you are facing a life-threatening emergency, you should go to your nearest emergency room and ask for the mental health professional on call, or call 911. The phone number for the Suicide Center of North Texas is (214) 828-1000. The National Suicide Prevention lifeline phone number is (800) 273-8255.**

E-mail will **only** be utilized to communicate information regarding logistical matters such as scheduling and appointment changes between sessions. **Our e-mail should not be used as a means to contact us in an emergency.** Clients in a crisis situation should utilize the procedures noted above. Also, we will not utilize e-mail to conduct a therapy session. Rather we request that the client address issues related to their therapy at the next scheduled session. In addition, although e-mail and similar forms of electronic communication are widely used, they are not considered a completely secure source of communication. By signing this agreement, you acknowledge awareness of the potential vulnerabilities regarding electronic communication.

### **LIMITS OF CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a psychologist. In most situations, your therapist 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 therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, your therapist will make every effort to avoid revealing the identity of his/her patient. The other professionals are also legally bound to keep the information confidential. If you don't object, your therapist will not tell you about these consultations unless he/she feels that it is important to your work together. Your therapist 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).

It is also important to be aware of other potential limits to confidentiality that include the following:

- All records as well as notes on sessions and phone calls can be subject to court subpoena under certain extreme circumstances. Most records are stored in locked files but some are stored in secured electronic devices.
- Cell phones, portable phones, faxes, and e-mails are used on some occasions.
- All electronic communication compromises your confidentiality.
- If a patient seriously threatens to harm himself/herself, your therapist 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 your therapist is 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, you should consult with your attorney to determine whether a court would be likely to order your therapist to disclose information.
- If a government agency is requesting the information for health oversight activities, your therapist may be required to provide it for them.

- If a patient files a complaint or lawsuit against your therapist, he/she may disclose relevant information regarding that patient in order to defend themselves.
- If a patient files a worker's compensation claim, your therapist must, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought.
- If a patient fails to pay for services your therapist has rendered, he/she may disclose relevant information in a suit seeking payment.

There are some situations in which your therapist is legally obligated to take actions, which he/she believes are necessary to attempt to protect others from harm, and he/she may have to reveal some information about a patient's treatment. These situations are unusual in our practice.

- If the therapist has 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 the therapist make a report to the appropriate governmental agency, usually the Department of Protective and Regulatory Services. Once such a report is filed, the therapist may be required to provide additional information.
- If the therapist determines that there is a probability that the patient will inflict imminent physical injury on him/herself, or another, or that the patient will inflict imminent mental or emotional harm upon others, the therapist 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, he/she will make every effort to fully discuss it with you before taking any action and, I will limit their disclosure to what is necessary.

By signing this agreement, you authorize your therapist to contact any person/entity in a position to prevent harm to the patient or a third party if he/she determines there is a probability of harm to the patient or a third party.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you and your therapist discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex and your therapist is not an attorney. In situations where specific advice is required, formal legal consultation may be needed.

## **PROFESSIONAL RECORDS**

The laws and standards of our profession require that your therapist keep Protected Health Information about you in your Clinical Record. The Clinical Record includes information about your reasons for seeking therapy, a description of the ways in which the problem impacts on your life, the diagnosis, the goals that you and your therapist set for treatment, progress towards those goals, medical and social history, treatment history, any past treatment records that your therapist receives from other providers, reports of any professional consultations, billing records, and any reports that have been sent to anyone, including reports to your school (if applicable). 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. You should be aware that pursuant to Texas law, psychological test data are not part of a patient's record. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, we charge a copying fee of **\$.50** per page (and for certain other expenses). If your therapist refuses your request for access to your records, you have a right of review, which he/she will discuss with you upon your request.

## **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.

## **MINORS & PARENTS**

Patients 18 years of age and older must consent for their own treatment. In order for therapists to communicate with parents, he/she must have a signed release from the patient. If parents are paying for treatment of their adult son or daughter, the therapist can provide the patient with a receipt after each session that parents may use to file an insurance company claim. In most cases in which a patient has given written permission to speak with his or her parents, the therapist will discuss it with the patient first.

## **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless you and your therapist agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. You will be asked to pay at the end of each session. You may pay in cash, check, or credit cards. You will be given a monthly (unless otherwise requested) receipt that provides information an insurer would need if you

decide to ask for some type of reimbursement from your carrier. Once an appointment is scheduled, payment is expected unless 24 hours advance notice of cancellation is provided. If a session is missed and advance notice has not been provided, a **\$100** fee will be assessed.

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. This may involve hiring a collection agency or going through small claims court which will require us to disclose otherwise confidential information. In most collection situations, the only information we 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. By signing this agreement, you authorize us to employ the services of an outside collection agent or attorney to seek payment of all unpaid fees.

### **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 your therapist's fees. It is very important that you find out exactly what mental health services your insurance policy covers. Also, please note that our therapists are not on any insurance panels. Your therapist will provide you with a receipt at time of payment that you may use to request reimbursement from your insurance carrier.

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, we will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company.

Due to the rising costs of healthcare, 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 patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow us to provide services to you once your benefits end. If this is the case, we will do our best to find another provider who will help you continue your psychotherapy.

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

By signing this agreement, you authorize your therapist to provide your health insurance company with all information requested of them pertaining to the services he/she provide to you or your family member.

Once we have all of the information about your insurance coverage, you and 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 your therapist's services yourself to avoid the problems described above.

**YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ABIDE BY ITS TERMS DURING OUR PROFESSIONAL RELATIONSHIP. IN ADDITION, YOUR SIGNATURE ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.**

SIGNED

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Patient

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Date



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Radu Pop, Ph.D.  
Texas License # 37071

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Date

or

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Robert Kinney, Ph.D.  
Texas License # 37176

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Date