

**Labyrinth Psychological Services, P.C.**  
**Child, Adolescent, and Adult Psychotherapy**  
**800 Main Street, Holden, MA 01520**  
**508-797-7110**

**CLIENT CONTRACT for OUTPATIENT SERVICES**

Your treatment is a cooperative, joint venture between you and your therapist, and your input regarding your goals and progress is an integral part of your therapy experience. The following is a summary of my view of the expectations and goals for your treatment. Please read this handout carefully, and retain it for future reference. Many of the policies and procedures for my private practice are outlined below, and are followed starting with your first appointment. If you have any questions or concerns about the information in this handout, or questions about your progress towards your treatment goals, be certain to ask me at your next scheduled meeting.

Besides the fact that clear policies and procedures are the foundation for good client care, the federal government requires that I supply you with a specific document outlining important information about my professional services and business policies. You will be shown a copy of this handout in small typeface that you will be asked to sign, confirming your receipt of this client contract. Your signature represents an agreement between you and Labyrinth Psychological Services (“Labyrinth”).

**PLEASE NOTE THE FOLLOWING:**

Labyrinth uses secure electronic mail and fax technology to communicate clinically and administratively. This is done in full compliance with all federal guidelines and requirements, including HIPPA guidelines for protected health information.

There are exceptions to your rights to privacy and confidentiality. In mental health practice, these mostly involve issues of risk or harm to self or others, or when there is knowledge of risk of abuse or neglect.

Services not covered by your third party payer are your responsibility. These involve non-clinical services such as report writing, requests for information from attorneys or third parties not involved in your clinical care (life insurance companies for example).

There is a charge for “broken appointments,” time reserved for a meeting but not canceled within 24 hours.

You may be responsible for a charge for excessive use of phone contact when face-to-face evaluation has been recommended.

On April 14, 2003, federal guidelines to ensure the privacy of medical information went into effect (in accordance with the Health Insurance Portability and Accountability Act, abbreviated HIPAA). Labyrinth is fully compliant with these regulations; the information in this handout and the forms you complete at your first visit are all parts of our compliance, as are the postings you see in the waiting areas.

**SERVICES OFFERED**

We are licensed psychologists and licensed mental health counselors with experience in the delivery of mental health services to individuals and their families. We have worked with a wide range of people providing evaluations; individual, couples, family and group psychotherapy; as well as referral to other mental health providers in the community.

**EVALUATION, GOALS, AND LENGTH OF TREATMENT**

An evaluation lasting from one to three sessions is performed on everyone presenting for treatment. Once this comprehensive diagnostic evaluation is completed, you will either be accepted for treatment or given a referral to a more appropriate treatment situation. The focus and/or goals of treatment are established by mutual collaboration and through exploration of the issues most pressing to you, or in the case of family consultation, to the family. You

are encouraged to alter or re-define your goals as therapy progresses, and to indicate when you feel your goals have been reached.

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the particular problems brought out in treatment. There are many different methods used to deal with the problems you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for active effort on your part. In order for therapy to be most successful, you will have to work on things that are talked about both during 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 go through 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.

If appropriate, your therapist will refer you for psychopharmacological evaluation (the use of medication) as an integral part of your treatment.

Therapy is normally terminated by agreement between client and therapist. When someone chooses not to schedule another appointment, or does not reschedule a cancelled appointment within 60 days, treatment is ended and the case is closed.

#### **APPOINTMENTS, FEES, AND CANCELLATIONS**

Initial evaluation meetings are usually 45 to 60 minutes long, with follow-up sessions tailored to your treatment needs. Individual, family, and couples therapy sessions are usually 45 minutes long, and group therapy meetings are 75 to 90 minutes long. A fee schedule is included at the end of this handout. At the beginning of your treatment, you will most likely only be responsible for a copayment, which is determined by your insurance company. When your insurance benefits have met the maximum allowed, and treatment is still required, the fee for services will be discussed with you.

*Your copayment, or full payment for services after insurance coverage is finished, is expected at the time of each consultation.* Even if you expect that a service is covered by an insurance company or other third-party payer, you may end up being responsible for payment of the fee. Failure to make reasonable payment on a timely basis will result in termination of treatment.

Appointments represent time reserved for your personal use. Except for illness, personal emergency, professional emergency, or inclement weather, I am committed to being punctually available at the designated time. The same level of responsibility is expected of you. If you need to cancel an appointment for any reason except sudden illness, weather, or a legitimate emergency, you are expected to give *at least* 24 hours notice of your cancellation. Our voice mail system allows you to leave an urgent message if you must cancel your appointment with less than 24 hours notice.

**IF SUFFICIENT NOTICE OF CANCELLATION IS NOT GIVEN, YOU WILL BE RESPONSIBLE FOR EITHER ALL OR A PORTION OF THE FEE FOR THE TIME RESERVED.**

In our practice, appointments missed without proper notice of cancellation are called “broken appointments.” The charge for an appointment that is missed and not cancelled, or for a cancellation with less than 24 hours notice, may be up to the full fee for the visit. These charges are *not* billable to your insurance, and you should expect to pay this charge at the time of your next scheduled appointment.

#### **INSURANCE REIMBURSEMENT:**

If you have a health insurance policy, we will 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 ultimately responsible for

full payment of the cost of your evaluation and treatment. 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. 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 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.

You should also be aware that most insurance companies require you to authorize us to provide them with a clinical diagnosis. Sometimes we will have to provide additional clinical information such as treatment plans or summaries, or in rare cases, copies of the entire record. This information will become part of the insurance company files and will probably be stored in a computer. Even 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. We will provide you with a copy of any report submitted, if you request it.

There are "mental health parity" laws in effect. This means that for "biologically-based" conditions (such as depression, bipolar illness, or schizophrenia) an insurance company must cover your mental illness at the same level of service as a physical condition. If your treatment is no longer considered "medically necessary", your third party payer may lawfully decline to pay for additional treatment. Visits for such purposes as improvement in marital satisfaction, personal growth, self improvement, and/or treatment of long-standing personality difficulties may not be considered reimbursable services.

If your third-party payer (health insurance) does not fund you adequately for the treatment you may need, you may choose to pay cash for additional treatment. Again, if your care is managed, you need to be aware that most managed-care systems base their coverage on whether or not treatment can be considered to be "medically necessary." Your insurance company may decide that there is insufficient reason to authorize reimbursement for treatment or for continuation of treatment. If we have applied for coverage of visits, and your health insurance has declined to cover the service, you have the right to appeal directly to your insurance carrier. We have limited ability to appeal these decisions; We will assist you in advocating for your benefits, but the decision of the insurance company is binding on us and your therapist.

### **PROFESSIONAL RECORDS**

The laws and standards of mental health practice require that I keep evaluation and treatment records. You are entitled to receive a copy of these records unless I believe that seeing them would be emotionally damaging to you; in such a case, you could be supplied with a written evaluation and treatment summary. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. It is recommended that you review them in my presence so that the contents and their meaning can be discussed. Clients will be charged an appropriate fee for any time spent in preparing information requests.

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your evaluation and treatment records. As part of your evaluation, this issue will be discussed with you and your parents. Before giving them any information, I will likely first discuss the matter with you.

If you are seen for couples or family work, a member of your family will be identified as the "client". Medical records and billing will be set up in this person's name. You should discuss with me any issues or concerns you have with this procedure.

### **URGENT AND EMERGENCY TELEPHONE REQUESTS FOR TREATMENT**

The best way for me to evaluate your needs if there is an emergency or urgent situation arises, is to meet with you face-to-face. If you leave an urgent or emergency message during the day, you will be contacted as soon as possible. If you have restricted my ability to contact you during the day (for instance at work) or restricted our ability to call you at home, appropriate and rapid response to your needs may be impossible. Please keep this in mind when you are calling for urgent or emergency contact.

If appropriate and necessary, you will be offered an immediate appointment either that day or the next day based on your needs and my availability. It is expected that if you have requested urgent or emergency treatment, you will make yourself available for the appointment as offered. If I determine that a certain situation requires an emergency level of care, you will be referred to your nearest emergency room. The clinical decision to refer someone for emergency room evaluation is made with the greatest consideration to ensure your physical and emotional safety, and such a recommendation should be followed immediately.

### **TELEPHONE CONTACT**

As always, I remain available to you for any questions or concerns you have. Questions regarding your treatment and scheduling of appointments should be directed to me as your therapist. A voice-mail system is used for regular and urgent access. My voice mail and pager numbers are attached to the end of this document.

I am available by pager for emergency situations. When you dial my pager number, please key in your return telephone number followed by the pound key. This will trigger my pager and I will return your phone call within an hour. Needless to say, if you have requested urgent or emergency communication with me, you should be ready and available to accept the return phone call. If you cannot wait for a return phone call, you should go to your nearest hospital emergency room.

At the time of your first evaluation meeting, you will fill out a "Client-Provider Contact Consent Form". This document outlines choices around how I can contact you for regular and emergency contact. If you feel the document does not meet your privacy requirements, you should ask for the "Alternative Means of Contact" form. Always feel free to discuss your privacy needs with me.

### **PHYSICAL HEALTH**

It is frequently useful to have a complete physical examination to rule out the possibility that illness is contributing to or even causing a particular symptom. If you are referred for psychopharmacological (medication) assessment, a physical examination will be required, and laboratory studies are generally necessary.

Your medical care will be coordinated with your primary care provider and any other medical professionals you request. Everyone is asked to give written consent for communication with their primary care provider, and I strongly urge you to give this consent. In most instances, if you decline to allow me to contact your primary care provider, optimal care cannot be assured, and your treatment may need to end. If you have any concerns about contact with other medical providers, please feel free to address your concerns directly to your therapist.

### **LETTER AND REPORT WRITING**

In this age of rapid exchange of information, it is crucial that your confidentiality is protected. I am often asked to provide clinical information to other physicians, family members, insurance companies, employers, and attorneys. Your rights, and my obligations, in these situations can be confusing. In general, we do not release information to anyone without your prior knowledge.

Many of these contacts are a direct result of your treatment, and there is no charge to you for written and verbal contact with other health care providers, as long as the contact specifically involves your medical care. There is no

charge for contact with an insurance company or other third-party payer if the contact involves getting authorization for your treatment. All other requests for release of information carry different concerns for your treatment and confidentiality. It is my preference to write letters and reports during meeting times; in this way we can be certain to discuss what you are requesting, and we can discuss the potentially complex issue of who is receiving information.

Copies of your medical record are supplied free of charge to any health care provider for all clinical care purposes. I commonly charge \$.25 per page or a minimum administrative charge of \$25.00 to copy and send records for non-clinical purposes. Non-clinical requests include contact with attorneys for civil and criminal actions, and insurance company requests for information to process disability or life insurance policies. I reserve the right to charge up to \$100 for letter writing done outside of a scheduled visit, especially if there is time necessary to research the information you are requesting. Report writing is charged at a rate of \$200 per hour; research and writing time is part of this charge. You may be asked to pay for your report or letter before it is released to you or another party. Letter and report writing is not billable to your insurance carrier. I will discuss any charges with you to ensure your understanding of the issues involved.

Often clients are asked by another party to have an "Independent Medical Evaluation" for either a court or disability issue. It is unethical for any clinician who is involved with you for treatment to perform an "independent" evaluation. I will discuss this with you if such an examination is requested.

#### **CONFIDENTIALITY AND LIMITS ON CONFIDENTIALITY**

As stated in M.G.L. (Massachusetts General Laws) C. 112, s. 129A, effective April 1988: All communications between a licensed psychologist and his/her clients are confidential. This statute prohibits a psychologist, his or her colleagues, agents or employees from revealing any information in connections with the psychologist's professional services, except in certain defined situations. I feel that these regulations are appropriate for all mental health providers, and strictly follow these guidelines regarding confidentiality.

All clients involved in managed mental health plans will need to sign a waiver or release of confidentiality in order to utilize your insurance coverage. Such a waiver is usually a condition of membership in the insurance plan or HMO, and allows them to satisfy certain conditions of payment, including utilization review. *If your mental health benefits are "managed" by your insurance company or other third-party payer, detailed information about your diagnoses and treatment may be supplied to care managers.* Insurance companies in Massachusetts are forbidden by law from releasing any of the information obtained, either from a filed claim or from any review of records, to anyone else without the specific, informed consent of the client/client. (M.G.L. C. 188 of the Acts of 1986). Confidentiality is also limited to the extent necessary to collect amounts owed by the client to the provider for professional services. You, as a client, may permit the release of information to or from another practitioner through a written waiver or "release."

In general, numerous laws and guidelines protect the privacy of all communications between a client and a mental health professional. I will only release information about your diagnosis and treatment to others with your written permission. But there are a few exceptions.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings, involving child custody and those in which your emotional condition is an important issue, a judge may order your clinician's testimony if he/she determines that the issues demand it.

There are some situations in which I am legally obligated to take action to protect others from harm, even if this results in revealing information about a client's evaluation or treatment. For example, if you or I believe that a child, elderly person, or disabled person is being abused, I am required by law to file a report with the appropriate state agency.

If I believe that a client is threatening serious bodily harm to another, 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. If the client threatens to harm himself/herself, I may be obligated to seek hospitalization for the client, or to contact family members or others who can help provide protection. These situations are uncommon. I take my responsibilities involving client and public safety seriously, and will work with you as much as is possible to coordinate a response that is appropriate and necessary, involving you for consultation as much as is possible, and involving as little discomfort for you as is possible under the requirements of law.

I may occasionally find it helpful to consult other professionals about a particular person or situation. The consultant is also legally bound to keep the information confidential, and as little identifying information is given as is possible. Unless it is felt to be important to your treatment, clinical consultation about you will not likely be reported to you.

Many managed-care companies now perform direct audits of outpatient psychiatric medical records. It is, therefore, possible that your medical record will be reviewed by a representative of your insurance company. Your contract with your insurance company authorizes this level of review. As noted above, anyone auditing a medical record for quality assurance and utilization management is scrupulously bound by ethical and legal requirements that protect your confidentiality. When this has occurred, an entry is made in your medical record noting the name of the reviewing manager, date, and time your record was reviewed. HIPAA regulations require the logging of releases of information made without your specific consent (for example, a court order). You may request an accounting of this information on a yearly basis for no charge. An administrative fee of \$25.00 per request will be charged for more frequent requests.

If I feel that an unlawful request for confidential information is made, the request will be denied, and you will be informed.

You should be aware that I may consult with colleagues to address issues of quality assurance and utilization of services. Peer review of treatment is an important way for clinicians to get feedback about the services they provide. Peer review is also required by your insurance company, and its purpose is to ensure that you are receiving the best possible treatment. This is a confidential consultation, and no identifying information will be discussed.

As already noted, important exceptions to client-therapist confidentiality are related to child abuse, abuse of the handicapped, and elder abuse. Other exceptions are my duty to protect a client from harming himself/herself or harming another person, child custody litigation, and litigation instituted by you in which your mental state is an issue.

These and other exceptions, such as those having to do with child custody, a client's introduction of his/her mental condition as part of a civil suit, competency hearings and other instances are listed in M.G.L. C. 112 s. 129A, PSYCHOLOGISTS LICENSING STATUTE CONFIDENTIALITY PROVISIONS; M.G.L. C. 133 s. 20B, PSYCHOTHERAPIST PRIVILEGED COMMUNICATIONS STATUTE; M.G.L. C. 119 s. 51A, CHILD ABUSE REPORTING STATUTE; and M.G.L. C. 19A s. 14(a), 15(b), 18(a) ELDER ABUSE REPORTING STATUTE.

If you have any questions regarding these exceptions to the confidentiality of your work or the limits of the privileged communication between you and me as your therapist, please feel free to ask,

**FEE SCHEDULE:**

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<u>Degree of Provider:</u>		<u>Ph.D./Psy.D./Ed.D.</u>	<u>LICSW/LMHC/LMFT</u>
Initial Visit	90791	\$200	\$180
20-30 Minute Therapy	90832	\$90	\$70
45 Minute Therapy	90834	\$150	\$125
60 Minute Therapy	90837	\$180	\$150
Couples/Family Therapy (45-50 Minutes)	90847	\$170	\$140
Group Therapy (75-90 Minutes)	90853	\$60	\$50

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