

**BreakThru Counseling and Consulting, P.C. 6340
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30097**

PSYCHOLOGIST- CLIENT SERVICES AGREEMENT

Welcome to Breakthru Counseling and Consulting, P.C. (“BCC”), the psychological counseling practice of Dr. Quincy L. Warner. This document contains important information about BCC’s professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient (“client”) 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 BCC provide you with a Notice of Privacy Practices (“Notice”) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which accompanies this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that BCC obtain your signature acknowledging that BCC has provided you with this information at this session. Although these documents are long and sometimes complex, it is very important that you read them carefully. You can discuss any questions you have about this document or any other BCC policies and/or procedures at your meeting with your therapist today. **When you sign this document, it will also represent an agreement between BCC and you. You may revoke this agreement in writing at any time. That revocation will be binding on BCC unless BCC has taken action in reliance on it; if there are obligations imposed on BCC 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: or as BCC is required by law.**

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 that may be used 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 the identified issues both during sessions and between sessions. 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.

At your first meeting, the agenda will include getting to know your therapist and coming up with a starting diagnosis and treatment goals that will be based on the information you share and the therapist’s observations. The evaluation of your needs will continue throughout your work and your goals and plan for your treatment will be modified as needed together. After the first meeting, you should evaluate this information along with your opinion of whether you feel comfortable working with the therapist. 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 the therapist’s procedures, discuss them whenever they arise. If your doubts persist, BCC will be happy to help you set up a meeting with another mental health professional for a second opinion or for transfer of your care.

MEETINGS

If psychotherapy is begun, BCC will usually schedule one 45-minute session (one appointment of 45 minutes duration) per week at a time agreed on, although session frequency and length can vary depending on the issues and treatment progress. **Except in cases of illness or emergency, appointments not kept (no shows) or canceled with less than one business days’ notice, will be subject to a charge of half the regular session fee (= \$87.50), payable**

at your next appointment. It is important to note that insurance companies do not provide reimbursement for canceled sessions. Your time is important so your therapist will do their best to start sessions on time and BCC asks that you do the same. If a session starts late because of the therapist, time will be made up by running over. If a session starts late because of the client, it will end at the regularly scheduled time. In order for counseling to be effective, sessions need to be consistent. If the client begins to come late for appointments and / or misses appointments frequently, the effectiveness of the counseling can be compromised. Thus, if this occurs, discussion will be held as to whether or not the counseling process should continue.

FINANCIAL POLICY AND PROFESSIONAL FEES

The initial session fee is \$200.00. Following sessions of 45 minutes duration are \$175.00 per session. Your payment is due at time of service. Payment should be made by check (made out to BreakThru) or cash only. Please also be aware the return check fee is \$50.00. In addition to weekly appointments, BCC charges for other professional services you may need. Other services include report writing, telephone conversations, consulting with other professionals with your permission, and the time spent performing any other service you may request. Such fees are charged on a pro-rated per session fee rate. Please be advised that records release charges have separate costs which will be outlined at the point a client requests these services.

If you become involved in legal proceedings that require BCC's participation, consultation, deposition, and/or testimony, you will be expected to pay for all BCC 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 for BCC, BCC charges \$300.00 per hour for any service provided for any legal proceeding. A retainer is required for any such services. If you need BCC to provide such consultation/participation, notify your therapist and you will be provided with the details regarding legal proceedings fees.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, BCC has the option of using legal means to secure the payment. This may involve hiring a collection agency and/ or going through small claims court and/ or the Georgia Office of Insurance and Safety Fire Commission in an effort to be paid for services rendered to you which will require BCC to disclose otherwise confidential information. In most collection situations, the only information BCC releases regarding a client's treatment is: his/her name, the nature of services provided, dates of service, insurance company data and the amount due. **By signing this contract, you are giving BCC permission to release any information necessary to obtain payment in full for BCC services rendered to the client(s). If legal action is necessary to receive payment in full, you agree by your signature below, for those costs to be included in the claim.**

INSURANCE REIMBURSEMENT

In order for you 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. You will need to check with your insurance company to determine if they will pay benefits for psychological services. It will be your responsibility to obtain any precertification your insurance may require before your first appointment and for any other service you wish provided to you. BCC 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 responsible for full payment of BCC's fees.** It is very important that you find out exactly what mental health services your insurance policy covers. If you have questions about the coverage, call your plan administrator. If it is necessary to clear confusion, BCC will be willing to call the company on your behalf with charges for any therapist time made according to BCC's professional services rate as explained above.

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 clients feel that they need more services after insurance benefits end.

Some managed-care and EAP plans will not allow BCC to provide services to you once your benefits end. If this is the case, your therapist will do their 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 BCC provides it with information relevant to the services provided to you. BCC is required to provide a clinical diagnosis. Sometimes BCC

is required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, BCC 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, BCC has no control over what any insurance company does. In some cases, insurance companies may share the information with a national medical information databank. BCC will provide you with a copy of any report submitted, if you request it.

Once BCC has all of the information about your insurance coverage, discuss with your therapist what can you 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 BCC services yourself to avoid the possible problems described above [unless prohibited by contract]. **By signing this Agreement, you agree that BCC can provide information to your insurance carrier and/or collection agencies, small claims courts and/or the Georgia Office of Insurance and Safety Fire Commission to pursue payments owed to BCC and to comply with provider agreements BCC has and any legal requirements.**

CONTACT INFORMATION

Due to the nature of counseling, therapists are often not immediately available by telephone. When unavailable, the telephone is answered by an administrative assistant who can help you. If she is unavailable, you will have the option of leaving the assistant or your therapist a voice mail. Every effort will be made to return your call within a business day. Any call over 5 minutes will incur charges pro-rated per session fee rate. Please note that insurance rarely pays for a telephone consultation. Also, we need to alert you if you choose to communicate with us by electronic transmission (faxes, cell phone, texts and/or emails), that, in this day and age of hackers, there is no 100% guarantee of confidentiality for any of us via electronic transmission. Thus, privacy of electronic transmissions cannot be assured. If you indicate on BCC's "Prospective Client Data" form, "Adult Intake Information" form and/or on the "Child/Adolescent Intake Information" form that we may contact you through Phone, Voicemail, Text and/or Email, then you assume the risk this may pose to your client confidentiality. However, we'll do our utmost to preserve client confidentiality on our end. **Your signature below serves as your agreement to assume the risks to client confidentiality involved in electronic communication.**

EMERGENCY COVERAGE

For life threatening emergencies, call 911 or go to the nearest emergency room. For a mental health emergency that occurs Mon. - Fri. (9-5), call the BCC office (678) 775-6704 and let the receptionist know that it is a client emergency. For after business hours mental health emergencies, call Dr. Quincy Warner's cell # (404) 210-5845. If you are unable to reach Dr. Warner and feel that you can't wait for her return call, go to the nearest emergency room. Emergency calls from a client and emergency calls made on your behalf to hospitals, health professionals, you, and/or your family to coordinate your care in an emergency will be charged according to the above professional services rate. Please note that Insurance companies rarely provide coverage for emergency telephone consultations. If your therapist will be unavailable for an extended time, you will be provided with the name of another therapist to contact for emergencies

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychologist. In most situations, BCC 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, every effort to avoid revealing the identity of the client is made. If you don't object, BCC will not tell you about these consultations unless your therapist believes that it is important to your work together. All consultations will be noted in your Clinical Record (which is called "PHI" in the BCC HIPAA Notice of Privacy Practices).

- You should be aware that BCC contracts with administrative staff. In most cases, your protected information is shared 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 permission.
- BCC has contracts with Medical Billing Associates and CEO Business Centers. As required by HIPAA, BCC has a formal business associate contract with these businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, BCC 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 client threatens to harm himself/herself, your therapist may be obligated to seek hospitalization for you which can involve revealing relevant client information to hospital staff and/ or other individuals pertinent to the process and/ or to contact your family members or others who can help provide protection.

There are some situations where BCC 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 BCC's professional services, such information is protected by the psychologist-patient privilege law. BCC cannot provide any information without your written authorization or a court order, or certain other situations. See accompanying "Notice" for further explanation. If you are involved in or contemplating litigation, 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, BCC may be required to provide it for them.
- If a client files a complaint or lawsuit against a BCC therapist, BCC may disclose relevant information regarding that client in defense.
- If a client files a worker's compensation claim, and BCC is providing treatment related to the claim, BCC must, upon appropriate request, furnish copies of all medical records and bills.

There are some situations in which BCC is legally obligated to take actions which your therapist believes are necessary to attempt to protect others from harm and may have to reveal some information about a client's treatment. These situations are rare but include:

- If your therapist has reason to believe that a child (under the age of 18) has been abused, the law requires that therapist to file a report with the appropriate governmental agency, usually the Department of Family and Children Services. Once such a report is filed, your therapist may be required to provide additional information.
- If your therapist has reasonable cause to believe that a disabled adult or elder (65 years+) person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, the therapist must report to an agency designated by the Department of Human Resources. Once such a report is filed, your therapist may be required to provide additional information.
- If your therapist determines that a client presents a serious danger of violence to another, the therapist may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police, and/or seeking hospitalization for the client.

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

- If you and another adult are in joint counseling together, permission would be needed from both of you before any information could be released to anyone other than the exceptions noted above.

While this abbreviated written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you examine the accompanying “Notice” for the specifics of the HIPAA Notice of Privacy Practices to ensure your informed consent. Please discuss with your therapist any concerns regarding confidentiality 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 advice may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, your therapist keeps Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts your life, your diagnosis, the goals set for treatment, your progress toward those goals, your medical and social history, your treatment history, any past treatment records that BCC receives from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself or others or makes reference to another person (unless such other person is a health care provider) or your therapist believes that access is reasonably likely to cause substantial harm to such other person [or if information is supplied to your therapist confidentially by others, (you can elect to put this information in your psychotherapy notes, see below)] you or your legal representative 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, BCC recommends that you initially review them in your therapist’s presence during a session, or have them forwarded to another mental health professional so you can discuss the contents. BCC charges for any record release utilizing the Georgia Department of Community Health Retrieval Rates and (O.C.G.A. 31-33-3). Related professional services are charged using the above stated professional services rate.

The exceptions to this policy are contained in the accompanying HIPAA Notice of Privacy Practices Form. If your request for access to your records is refused, you have a right of review (except for information provided to your therapist confidentially by others) which will be discussed with you upon request.

In addition, your therapist also keeps a set of Psychotherapy Notes. These Notes are for the therapist’s use and are designed to assist in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of therapy conversations, analysis of those conversations, and how they impact on your therapy. They also may contain particularly sensitive information that you may reveal that is not required to be included in your Clinical Record [and information supplied to your therapist confidentially by others]. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

PATIENT RIGHTS

HIPPA provides you with several rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that BCC 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 BCC policies and procedures recorded in your records; and the right to a paper copy of this Agreement and the accompanying HIPPA Notice of Privacy Practices Form .Your therapist is available to discuss any of these rights with you.

MINORS & PARENTS/GUARDIANS

Clients under 18 years of age who are not emancipated and their parents/guardians should be aware that the law allows parents/guardians to examine their child’s treatment records unless the child’s therapist believes that doing so would endanger the child or it is agreed otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is [usually] BCC’s policy to request an agreement from parents/guardians that they consent to give up their access to their child’s records. If they agree, during treatment, the minor’s therapist will provide parents/guardians only with general information about the progress of the child’s treatment, and his/her attendance at scheduled sessions. Upon request, the child’s therapist will provide parents/guardians with an oral summary of their child’s treatment when it is complete. Any other communication will require the child’s Authorization, unless the therapist believes that the child is in imminent danger or is an imminent danger to someone else, in which case, the therapist will notify the parents/guardians of the concern. Before giving parents/guardians any information, the therapist will discuss the matter with the child, if possible, and do their best to handle any objections the child may have.

Parents and/or guardians when you communicate with your child’s therapist or attend your child’s session, you need to understand that you do not become a client through such contact with your child’s therapist. Thus, there is no client – psychologist relationship being formed between your child’s therapist and any parent or guardian signing this contract. The client-psychologist confidentiality agreement is being formed between the therapist and the minor whose name is listed below only. It is the minor listed below that becomes the client. The BCC therapist will do their best to handle any information shared by the parents and/or guardians with the child’s therapist in a discrete and sensitive manner but will share any information received from parents and /or guardians with whomever is believed necessary for the best interests of the client listed below.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND AGREE TO ABIDE BY ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE OF PRIVACY PRACTICES FORM DESCRIBED ABOVE THAT ACCOMPANIES THIS DOCUMENT.

PRINT CLIENT NAME: _____

CLIENT DOB: _____

Signature of Client/Parent/Guardian

Date

Therapist

Date

Witness

Date