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Short-Term Therapy...Long-Term Results

AGREEMENT

INTRODUCTION

Hello and welcome to my office. I hope your experience with me will be beneficial and rewarding. I am providing this letter to you in order to answer some questions you may have about my office policies and about how psychotherapy works. This letter will tell you what to expect from our meetings, outline the process of how we will be working together, and it contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), which is a recent federal law that provides new privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI). PHI is used for the purpose of treatment, payment, and day-in-and-day-out health care operations.

CLINICAL SERVICES

Let us discuss what you and I should understand and do to make our meetings productive and worthwhile. First, please get a physical examination from your personal physician as soon possible. This is important to make sure that none of your current symptoms are the result of physical health/medical difficulties. By the end of our first session, I will be able to discuss with you my initial impression and make some tentative recommendations for treatment. Psychotherapy is not easily described in general statements. Variables, such as the personality of the therapist, client, and the particular problems you are experiencing will all combine to affect your experience and outcome. There are many different methods I may use to deal with the problems that you wish to address.

Psychotherapy 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. Further, you should also be aware that there are benefits and risks to psychotherapy, as well as, that therapy often involves discussing unpleasant aspects of your life and that you may experience uncomfortable feelings—such as, sadness, guilt, anger, frustration, loneliness, helplessness, and so forth. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and can significantly reduce feelings of emotional distress. However, there are no guarantees of what you will experience.

OUR AGREEMENT

I believe that you are the person in charge and that I am working with you in a collaborative effort. Therefore, you determine what your goals are and my role is to help you reach them. I may show you how to define your goals or show you what the consequences of reaching those goals might be, but you have the last word.

Since therapy involves a large commitment of time, money, and energy you should be very careful about the therapist you select and you should be the one to decide whether you feel comfortable working with me. If you have questions about the techniques I use, we should discuss them when they arise. If, after several meetings, you have persistent doubts about our ability to form a positive working alliance, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

SESSIONS & APPOINTMENTS

Each appointment is scheduled to last 45-50 minutes. I am usually able to begin at the scheduled time promptly and it is very rare that I am late for appointments, although I may be late on occasion.

If that ever happens, I will make every effort to let you know in advance, even if the delay is just a few minutes. If we must begin late, we will still be together for the full 45-50 minutes. However, if you arrive late for an appointment, we have to end the meeting 50 minutes after it was scheduled to begin. The charge to you for these shortened meetings will be for the full amount. You will not be charged for a session if you cannot keep it and let me know at least (24) hours in advance. If you fail to keep a scheduled appointment or do not notify my office (24) hours ahead of time, you may be charged for the scheduled appointment period.

CANCELLATIONS

If you cannot keep an appointment, at least (24) hours notice should be given to cancel a session. If (24) hours notice is not given, you may be charged a \$60 cancellation fee for the missed session. Please be aware that your insurance company or employee assistance program will not pay this fee. If you cancel or reschedule excessively, it may indicate a lack of compliance or confidence in therapy, and I may be obligated refer you to another professional.

FEES

The initial diagnostic session lasts approximately 45-50 minutes and the charge is billed at \$150. Subsequent appointments last 45-50 minutes and are charged at \$120. In order to control your billing costs, I request that all charges for office visits be paid at the beginning of each session. My office currently accepts cash or checks. If these fees will be reimbursed by insurance company, I ask that you tender your co-payment or deductible before your appointment begins.

The above fees are the same whether you attend the meeting alone or with family members. If we agree in advance to have meetings that are different from the typical 45-50 minute session, the charges will be based on the amount of time we are together. For example, if you have a 25-minute session, the charge will be half of a 45-50-minute session. Furthermore, I typically schedule once a week meetings for the first month (4 weeks) so I can get to know your situation in the shortest amount of time possible. After our four initial sessions together, we can discuss moving our appointment times to once every other week, once every two weeks, or even once a month. Of course, we can modify the appointment frequency, as necessary, to fit your needs, timetable, and work/family commitments.

ENDING SESSIONS

We should agree together when it is time for our meetings to end. We can do this in two ways. If you prefer, we can specify, from the outset, when our last session will be. Then, when that time comes, we will stop, unless we make a new agreement and set new goals. If we end this way, our last meeting will include a final discussion and summing up about things to do in the future. Of course, we can resume sessions after that, if you want.

The second way we might stop is to decide as we go along. We might decide together to stop because we have reached our goals. On the other hand, we might decide we are not going to reach them. This is a possibility because we cannot guarantee that we will reach all of the goals we establish together. It should be understood that you may, at any time, tell me you wish to stop, for whatever reason. However, I would prefer it if you came in for one final session after that, so I can sum everything up and discuss your future. If you stop coming without letting me know in advance, I cannot assume responsibility for your care and well being after that.

CONTACTING ME

When in the office, I will typically not answer the telephone when I am with a client. While I will make every effort to be available as much as possible, my telephone will be answered by voice mail when I am unavailable. Please leave me a message...I will call you back as soon as I have time. Because

of the forensic work I do, I am sometimes en-route to court or related meetings; if you would like, you are welcome to call my cell phone, which is (210) 833-3045. Again, if I am not available, please leave a message, I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please provide me with some times when you will be available. If I will be unavailable for an extended time (such as holidays or vacations), I may have another qualified professional from this office return your call. Your case record will be available to that professional, unless you indicate otherwise. If you are unable to reach me and think that you cannot wait for me to return your call, go to the nearest emergency room.

Again, I will make every effort to return your call promptly. However, sometimes I have multiple sessions scheduled back-to-back, which makes returning telephone calls promptly difficult. If I am away from town during vacations or professional seminars, I will let you know how to reach me by long distance telephone.

EMERGENCIES AND PHONE CALLS

Although I prefer that you keep a list of concerns to discuss at your next scheduled appointment, we understand that at times more urgent or emergency concerns do arise.

- ❖ If you have a life threatening emergency, please call 911 or go to the nearest emergency room;
- ❖ If you have a non life-threatening emergency, please call any time to report the nature of the emergency and leave all phone numbers where you can be reached;
- ❖ If I am in the office with a client, your call will be answered by voice mail; I will make every effort to return your call later in the day;
- ❖ After business hours your call will be answered by voicemail. I will make every effort to return your call as soon as possible;
- ❖ If you have a question about your appointment or need other services, please call during business hours and leave a detailed message and phone numbers where you can be reached;
- ❖ If, for some reason, you are unable to contact me or your call is not returned quickly enough, please do one of the following: contact your psychiatrist (if you have one), contact your family physician, call the United Way Help Line at 227-HELP, go to the emergency room of the nearest hospital and ask for the psychologist or psychiatrist on call, or call 911.

INSURANCE

Your health insurance may help pay my professional charges. You should find out by contacting your insurance company or agent as soon as possible. If they will help you pay some of these fees, please obtain the proper forms from them and give them to me during one of our visits. I will do my best to collect payment from your insurance company, if you desire. However, your payment to me should be made on-time, even if your insurance company refuses to reimburse me or delays in reimbursing you. You should know that health insurance companies generally do not reimburse expenses they consider being unrelated to health. This means some companies do not pay for things like marriage counseling, some forms of therapy, and educational counseling. It is important that you find out about these things from your insurance carrier, if you plan to use your insurance to cover these expenses.

I would strongly suggest that you read the section in your insurance coverage booklet that describes

mental health services carefully. 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 understand the information you receive from your insurance company. If it is necessary to clear any confusion, I am willing to call the company on your behalf, if needed.

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 patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your treatment.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services I provide to you in order to receive payment. I am required to provide a clinical diagnosis. Sometimes, I am required to provide additional clinical information, such as treatment plans, summaries, or copies of your records. In such situations, I will make every effort to release only the minimum amount of information that is necessary. This information will become part of the insurance company files and will probably be stored on 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. You should understand that by signing this Agreement, you agree that I can provide any requested information to your insurance carrier.

In sum, if you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms to provide you with whatever assistance I can to help 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. Again, we can talk about this if you have questions.

BILLING AND PAYMENTS

You will be expected to pay for each session before it starts, unless we agree otherwise or unless you have insurance coverage, which will pay a portion of my fees. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. Therefore, if you are having financial difficulties that keep you from paying in a timely fashion, let us discuss it so that we can make special arrangements.

You may pay by cash, check, or money order. I would politely ask that you pay any co-pay or full session fee at the start of our session. Otherwise, the payment tends to be forgotten and this causes billing problems. If this arrangement is not convenient, we can discuss other possibilities, such as monthly billing.

If your account has not been paid for more than 30 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure 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 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.

PRIVATE PAY

You always have the right to pay for my services yourself, unless prohibited by my contract with your insurer. Unfortunately, this does allow you to avoid disclosure to insurance companies or other treatment providers, particularly if you withdrawal your consent to release information to those entities. This does not prevent disclosure under other circumstances, such as risk to self or others (outlined in the Confidentiality Section).

OTHER PROFESSIONAL FEES

Additional fees may be charged for other services including report writing, 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 my legal consultation fees for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. If you have questions about my legal consultation fees or other fees, please discuss them with me.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep Protected Health Information (PHI) about you in professional records. This includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive 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 and others, you may examine and/or receive a copy of your records, 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 their presence. You should also be aware that pursuant to Texas law, psychological test data are not part of a patient's record. In most circumstances, I am allowed to charge a copying fee of *\$0.10* per page (for copying records). The exceptions to this policy are contained in the attached Notice of Privacy Practices Form.

While insurance companies can request and receive a copy of your records, I usually provide a summary instead of an actual copy of the notes. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your notes unless I determine that release would be harmful to your physical, mental or emotional health. If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon your request.

CONFIDENTIALITY

Professional ethics require me to keep things we discuss in the strictest confidence. I do not intend to give out information about you to anyone, unless you ask me to. I have no objection, however, to you revealing anything you want about our meetings to anyone you want. You should also know that I keep written records of our contacts and sessions, which I must do by Texas Law. In addition, these notes help me adhere to our goals and help us get started where we left off the previous session. Clinical notes are intended to provide a clinical record of your care; they are not intended to be used in custody, divorce, or court evaluations or proceedings.

LIMITS ON CONFIDENTIALITY

There are exceptions to confidentiality. These exceptions apply to all mental health professionals in Texas. In some very rare circumstances, I could be called upon (subpoenaed) to testify about you in court. This could happen if there was reason to believe I knew of certain types of criminal wrongdoing. I am also required to report any suspected child abuse. In such situations, your records could also be reviewed in court. If the law ever required me to do this, I would attempt to discuss any testimony I may be compelled to present beforehand, but this is not always possible. In my experience, the likelihood of any of this happening is extremely rare, but you need to be informed of the possibility.

Texas law does offer some protection regarding the privacy of most communications between a client and a mental health counselor. Therefore, 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.

You also need to be informed that I occasionally find it helpful to consult other health and mental health professionals about a particular situation. During a consultation, I make every effort to avoid revealing client identity, but I need to be able to disclose sufficient information to get accurate opinions on a particular problem area. The other professionals are legally bound to keep such information confidential. If you do not 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 noted in my Notice of Privacy Practices).

Other exceptions to confidentiality require only that you provide written, advance consent. I will consider your signature on this Agreement as consent for those activities. For example,

- ❖ If a client seriously threatens to harm himself/herself, I may be obligated to coordinate hospitalization for him/her, or to contact family members or others who can help provide protection. Texas law provides that a professional counselor may disclose confidential information only to medical or law enforcement personnel if it is determined that there is a probability of imminent physical injury by you to others or there is a probability of immediate mental or emotional injury to others.

Likewise, there are situations where I am permitted or required by law to disclose private information without your consent or authorization:

- ❖ If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information may not be protected by law. I do not typically provide any information without your (or your legal representative's) 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 confidential information;
- ❖ If a government agency is requesting information for health oversight activities, I may be required to provide it to them;
- ❖ If you file a complaint or lawsuit against me, I may disclose relevant information regarding you in order to defend myself;
- ❖ If you file a worker's compensation claim, I must, upon appropriate request, provide records or a summary relating to treatment or hospitalization for which compensation is being sought;

There are some situations where I am legally obligated to act and may have to reveal some information about you. Such instances tend to be very rare in my practice, but they may occur. For example:

- ❖ If I have reason to believe that a child under 18 has been (or may be abused or neglected, including physical, mental, emotional, or sexual abuse) or I believe that an elderly or disabled person is being abused, neglected, or exploited, the law requires that I report that abuse to the appropriate governmental agency, which is usually the Department of Protective and Regulatory Services. Once such a report is filed, I may be required to provide additional information;
- ❖ If I determine that there is a probability that a client will inflict imminent physical injury to another, I may be required to take protective action by disclosing information to medical or law enforcement personnel.

If such situations arise, I will make every effort to discuss it with you before acting and I will limit my disclosure to what is necessary. However, you should be aware that your wish or desire to limit private information might be overruled by legal mandates. However, it is important that we discuss any concerns you may have about confidentiality or its limits. The bottom line is that the laws governing confidentiality can be quite complex and I am not an attorney. Therefore, where specific advice is required, formal legal advice may be needed on your behalf.

MINORS & PARENTS

Patients under 18 years of age who are not emancipated (and their parents) should be aware that the law may allow parents to examine their child’s treatment records. However, if the treatment is for suicide prevention, chemical addiction or dependency, sexual, physical or emotional abuse, Texas law provides that parents may not access their child’s records. For teenagers between 16 and 18 years old, it is my policy to request an agreement from the minor and his/her parents that the parents consent to give up their access to their teenager’s records because privacy in psychotherapy is often crucial to success--particularly with older adolescents. If the parents agree, I will provide them with general information about the progress of treatment and his/her attendance at scheduled sessions. Any other communication will require the child’s authorization, unless I believe 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 adolescent, if possible, and do my best to handle any objections he/she may have.

SIGNATURE

We, the undersigned, have read this statement, understand it, and agree with the stated terms. We will comply with all the points contained in this letter. It is understood that our relationship may discontinue whenever these terms are not fulfilled by either of us.

(Client) _____(Date) _____

(Client) _____(Date) _____

David B. Franklin, Ph.D., LCSW _____(Date) _____