

Joy Piccolino, PsyD

Licensed Psychologist

# **Client Services Agreement**

Welcome to my practice. This document contains important information about my professional services and business policies. We can discuss any questions you have about these documents at the first appointment. Please note that the first appointment is an assessment meeting where we both will evaluate whether I can provide services to you on an ongoing basis. When you sign this document, it will represent an agreement between us.

## PSYCHOTHERAPY

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, therapy 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. Results and experiences vary from person to person.

Our first few sessions will involve an evaluation of your needs. Next, if you decide to continue with therapy, we will develop treatment goals together. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to refer you to another mental health professional for a second opinion.

## **PROFESSIONAL FEES**

My hourly fee is \$260 for the initial diagnostic session, \$215 for subsequent 60-minute therapy sessions, and \$170 for 45-minute sessions. In addition to weekly appointments, I charge \$215 for other professional services you may need, though I will break down the hourly cost into 15-minute increments if I work for periods of less than one hour. Other services include report/letter writing, telephone conversations lasting longer than 15 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. Fees are occasionally updated.

If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$430 per hour for preparation and attendance (portal to portal) at any legal proceeding, with a minimum of 2 hours.

## **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. I accept cash, checks, Visa and MasterCard. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. Accounts are due 45 days after the date of service. Overdue accounts may be charged interest at a rate of 1.5% per month.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such action is necessary, its costs will be included in the claim.

#### INSURANCE REIMBURSEMENT

There are many different insurance plans and reimbursement options, and I am not able to keep track of them all. It is your responsibility to know your level of coverage for services with me. I recommend all clients contact their insurance company to ask about plan coverage, co-pays, co-insurance, and deductibles, referencing Joy Piccolino, PsyD, LP as your provider.

If you elect to use your health insurance coverage, you should be aware that most insurance companies require that I provide them with your clinical diagnosis and dates of services for billing purposes. Sometimes, insurance companies request additional clinical information, such as treatment plans, progress notes or summaries, or copies of the entire records (in rare cases). Although 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. You understand that, by using your insurance, you authorize me to release necessary information to your insurance company. I will try to keep that information limited to the minimum necessary.

It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above.

#### **CANCELLED/MISSED APPOINTMENTS**

A scheduled appointment means that time is reserved only for you. If an appointment is missed or cancelled with less than 24-hours notice, you will be billed directly according to the scheduled fee or according to the rules of your insurance plan. Your insurance plan does not cover payment for missed appointments; therefore, you are responsible for payment in full. Repeated cancellations and missed appointments may result in termination of the therapeutic relationship. A letter reflecting termination will be mailed to you should this occur.

#### LIMIT ON UNPAID BALANCE

I may terminate treatment and refer a client elsewhere for continued care if the unpaid balance exceeds \$500.00.

#### **RETURNED CHECKS**

Payments made by check that are not honored by the bank will incur a returned check fee equal to fees charged by my bank, not to exceed \$30 per check. Repeated returned checks will result in your account being designated as a "cash only" account for non-insurance related payments.

#### AVAILABILITY AND CRISIS COVERAGE

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, my telephone is answered by confidential voicemail. If you are experiencing distress when I am not available, in the metro area, please call \*\*CRISIS (274747) from a mobile phone, text MN to 741741, or go to the nearest emergency room. If you are not in a crisis, but would like to receive support or information from a peer, you can contact the Minnesota Warmline at (651) 288-0400 or (877) 404-3190, Monday - Saturday from 5 - 10 PM. For a life-threatening emergency, please call 911.

Other resources include these county crisis lines:

Dakota County 24-hour Crisis Line: 952-891-7171 Carver-Scott Mental Health Crisis Program 24-hour phone: 952-442-7601 Ramsey County Crisis Line: 651-266-7900 Hennepin County Crisis Services for Adults (COPE): 612-596-1223

You may contact me by email at <u>DrJoy@DrJoyPiccolino.com</u>. Please keep in mind that email technology is not secure and I may not be able to respond immediately. I do not check my email according to a planned schedule, so emergencies

or situations requiring my rapid attention should definitely not be sent by email. Email messages are best kept to requests for me to contact you and to work out scheduling, with information about how and when I can reach you.

## WEB SEARCHES

I will not use web searches to gather information about you without your permission. I believe that this violates your privacy rights; however, I understand that you might choose to gather information about me in this way. In this day and age, there is an incredible amount of information available about individuals on the Internet, much of which may actually be known to that person and some of which may be inaccurate and/or unknown. It has also become common for clients to review their health care provider on various websites. Unfortunately, mental health professionals cannot respond to such comments and related errors because of confidentiality restrictions.

If you encounter any information about me through web searches, or in any other fashion, please discuss this with me during our time together so that we can deal with it and its potential impact on our work. Please do not rate my work with you while we are in treatment together on any of these websites. This is because it has a significant potential to damage our ability to work together.

## SOCIAL MEDIA

I honor your privacy and value our therapeutic relationship. In order to preserve the integrity of our work, I will not seek or accept invitations to be connected with you via social media.

## LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- I routinely consult other mental health professionals about cases in order to provide the best care to clients. During a consultation, I make every effort to avoid revealing the identity of my client. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.
- In the event of my death or incapacitation, access to your records will be given to executors of my professional will for the purpose of notifying you and for maintenance of your file until such time as your records may be destroyed.

There are some situations where I am permitted or required to disclose information *without* either your consent or authorization:

- If you are involved in a court proceeding and a request is made for information concerning the professional services I provided to you, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your (or your legal representative's) written authorization, or a court order from a judge. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency, pursuant to their lawful authority, is requesting the information for health oversight activities, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a workers compensation claim, I must, upon appropriate request, disclose information related to the claim to appropriate individuals, which may include the patient's employer, the insurer or the Department of Labor and Industry.

In general, the privacy of all communications between a client and a psychologist is protected by law, and I can only release information about our work to others with your written permission, but there are a few exceptions based on governing entities such as state laws and ethics codes. Situations in which I may be required to discuss information without your consent include:

- Reports of recent child abuse or neglect
- Maltreatment of vulnerable adults
- Imminent threats to self or others
- Use of illicit chemical or alcohol during pregnancy
- Court order
- Information regarding sexual contact with another health care provider

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some legal proceedings, a judge may order my testimony if they determine that the issues demand it, and I must comply with that court order. There are some situations in which I am legally obligated to take action to protect others from harm even if I have to reveal some information about your treatment. For example, if I believe that a child, elderly person, or disabled person is being abused or has been abused, I am required to make a report to the appropriate state agency.

If I believe that you are threatening serious bodily harm to another person, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for you. If you threaten to harm yourself, I may be obligated to seek hospitalization for you or to contact family members or others who can help provide protection. If a similar situation occurs in the course of our work together, I will attempt to fully discuss it with you before taking any action.

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

## PATIENT RIGHTS

HIPAA provides you with rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

#### **MISCELLANEOUS**

If we meet in another setting, I will acknowledge you only if you acknowledge me first. In these situations, confidentiality and your comfort are my guides.

## **CLIENT'S BILL OF RIGHTS**

As a consumer of psychological services offered by a psychologist licensed by the state of Minnesota, you have the right:

A. to expect that the provider has met the minimum qualifications of education, training, and experience required by state law for licensure;

B. to examine public records maintained by the Board of Psychology that contain the credentials of the provider;

C. to report complaints to the Minnesota Board of Psychology;

2829 University Ave. SE, Suite 320, Minneapolis, MN 55414 Phone: (612)617-2230; Hearing/Speech Relay: (800)627-3529 Fax: (612)617-2240 www.psychologyboard.state.mn.us

D. to be informed of the cost of professional services before receiving the services;

E. to privacy as defined and limited by rule and law;

F. to be free from being the object of unlawful discrimination while receiving psychological services;

G. to have access to their records as provided in Minnesota Statutes, sections 144.291 to 144.298, except as otherwise provided by law or a prior written agreement;

H. to be free from exploitation for the benefit or advantage of the provider;

I. to terminate services at any time, except as otherwise provided by law or court order;

J. to know the intended recipients of psychological assessment results;

K. to withdraw consent to release assessment results, unless that right is prohibited by law or court order or is waived by prior written agreement;

L. to a nontechnical description of assessment procedures; and

M. to a nontechnical explanation and interpretation of assessment results, unless that right is prohibited by law or court order or is waived by prior written agreement.