Office Hours Address Website Phone & Billing Fax Monday – Thursday 9-5 1575 N.E. Arrington Road, Hillsboro, Oregon 97124 www.NewLeavesClinic.com 503.693.9153 1.844.732.3720

new leaves CLINIC

Separation/Divorce: Read

Psychotherapist – Patient Consent to Treatment Fee Agreement

There is a copy of this form on our website for you to review at any time. This form may change without notice. You will be accountable to the current form.

Therapy

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and patient, and the particular problems you are experiencing. There are many different methods we may use to help with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for an 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.

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. Our clinic offers scientifically supported approaches. We are not responsible for your choices or behavior.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, we will be able to offer you some first impressions of what our work will include and a treatment plan to follow. You should evaluate this information along with your own opinions of whether you feel comfortable working with us. Therapy involves a large commitment of time, money and energy, so you should be careful about the therapist you select. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, we would be happy to help you find another mental health professional for a second opinion.

Couples Therapy

Couples Therapy may be an exclusion (not paid for) by your insurance policy. The goal of therapy is to bring to light the strengths and weaknesses of the couple and to facilitate decision making about the relationship. A risk of couples' treatment is that one or both partners may decide not to continue the relationship. We do not provide legal advice.

Multiple Relationships

It is unethical for a therapist to engage in Multiple Relationships with a client. This means that once a relationship is established with one person in a family and a therapist, that therapist may not establish a professional relationship with another person in a family. (e.g., One therapist will not see both a husband and wife individually. One therapist will not see a couple and one person from the couple in individual therapy.) However, in the case of children, as long as the child's needs are not conflicting with the parent's needs, a therapist may see both a parent and a child in a family (e.g., We may treat a parent's depression and child's behavioral issues).

Separation / Divorce

- Only a legal guardian may initiate treatment/services.
- If one legal guardian asks that treatment/services stop (even if the other legal guardian prefers that it continue) we are required to stop services. We will not see a patient/client after treatment/services have been terminated, even if the guardian that terminated treatment changes their mind.
- We will not send an email reminder of appointments to all guardians; only one. We will not call other guardians to notify them of an appointment. It is up to you to coordinate this information.
- We do not 'split' payments between parents. The adult signing these forms will be held financially liable for services.
- Oregon law states that the Non-Legal guardian may access and have a copy of all medical records and may consult with a medical provider equally as a legal guardian regardless of whether there is a release of information. We ask that a Release of Information be signed for the Non-Legal Guardian.
- We prefer to see a copy of the divorce decree so we can review information related to access of medical information.

Psychotherapist – Patient Consent to Treatment & Fee Agreement – Revised: 4.2018 Page 1 of 4 **Oregon Revised Statute 107.154:** (excerpt) Effect of order granting sole custody of minor child to one parent on authority of other parent. Unless otherwise ordered by the court, an order of sole custody to one parent shall not deprive the other parent of the following authority: To consult with any person who may provide care or treatment for the child and to inspect and receive the child's medical, dental and psychological records, to the same extent as the custodial parent may consult with such person and inspect and receive such records; To authorize emergency medical, dental, psychological, psychiatric or other health care for the child if the custodial parent is, for practical purposes, is unavailable.

Minors Seeking Treatment & Young Adult Seeking Treatment

- Be aware that the law may allow parents to examine treatment records of minors. Because privacy in psychotherapy is often crucial to successful progress, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child's records during treatment. If they agree, we will provide parents only general information about the attendance and progress of their child's treatment. Any additional communication will require the child's authorization, unless we feel that the child is in danger or is a danger to someone else, in which case we will notify the parents of our concern immediately.
- We require a cosigner for payment if a young adult is not yet financially stable. The cosigner is responsible for all fees incurred, even if the patient is over 18 years of age.

Stopping Treatment: Read

Stopping Treatment

- We reserve the right to end a therapeutic relationship at any time and for any reason. This includes but is not limited to: missing/cancelling appointments, unpaid bills, legal issues regarding treatment, non-legal/legal guardianship challenges, inappropriate verbal or physical behavior in our office building, by phone, by mail, on the internet, etc.
- We may choose to end treatment if the patient/therapist relationship has been damaged and the therapist does not believe the relationship is therapeutic.

E-Mail & Phone Communications

- We do not work with patients via email. Information can be easily misunderstood and there is no guarantee of confidentiality. If you choose to email us, we will print your email and read it during the beginning of your next scheduled visit. If you choose to communicate by email, please note that insurance does not cover that cost, and we bill our time to return the call and chart the call in 15 minute increments at our hourly rate.
- <u>We do not work with patients via phone calls.</u> Given the number of people we work with, we rarely personally return phone calls. If you choose to talk by phone, please note that insurance does not cover that cost, and we bill our time to return the call and chart the call in 15 minute increments at our hourly rate.

Scheduling: Read Carefully!

Scheduling

- Sessions are 52 minutes due to insurance requirements. Call our office manager to schedule appointments.
- Please note that insurance will not allow two sessions for the *same patient* on the same day. (e.g., This means that a parent meeting about a child can not occur on the same day as the child's individual session.)
- If you miss or cancel 2 appointments without 48 hours notice, we will terminate our professional relationship.
- If you miss or cancel an assessment without 2 weeks notice, we will terminate our professional relationship/care with you & you will be billed \$250 for having reserved that date of service/provider.
- If we will be unavailable for an extended time, the office manager will a professional referral available for you to contact.
- We use an online HIPAA compliant scheduling system called Practice Fusion. You will be emailed confirmation of appointments.

Urgent Care

- New Leaves Clinic is not an emergency care clinic. If you experience a mental health emergency please call 911 or go to your closest emergency room. This includes suicidal and homicidal ideation and attempt. There is a list of emergency phone numbers on our website resource list and in our office.
- If a therapist/provider believes the patient/client presents a clear and substantial risk of imminent, serious harm to themselves or others, we may take protective actions. These actions may include contacting the police, contacting child protective services (DHS), seeking hospitalization, and/or contacting family members or others who can help provide protection/information.
- *Non-Emergency*: Please call our scheduling office, and if it is possible a provider will stay late or see you within the week.

Legal & Forensic Services

We do not provide legal advice or forensic services. We may bring up issues for you to consider, but we recommend that you seek legal counsel. We do not provide assessments or recommendations regarding legal actions (e.g., child custody, competency, safety, law suits, criminal charges, etc.). Notify us immediately if you become involved in a legal or criminal matter. If legal issues arise, we reserve the right to stop treatment/care & refer you to another provider.

Professional Records

You should be aware that, pursuant to HIPAA, we keep Protected Health Information about you in one set of professional records. This 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 diagnoses, the goals that we set for treatment, your progress toward those goals,

Psychotherapist – Patient Consent to Treatment & Fee Agreement – Revised: 4.2018 Page ${\bf 2}$ of ${\bf 4}$

your medical and social history, your treatment history, any past treatment records that we 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 or others (for which we will provide you with an accurate and representative summary of your Record), you 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, we recommend that you initially review them in our presence, or have them forwarded to another mental health professional. In most circumstances, we are allowed to charge a fee for copying the records. The exceptions to this policy are contained in the attached HIPAA Notice form. If we refuse your request for access to your Clinical Record, you have a right of review, which we will discuss with you upon request. We do not keep separate Psychotherapy Notes for our use. Insurance companies can request/receive a copy of your Clinical Record without your signed, written Authorization.

Patient Rights

HIPAA provides you with several rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that we 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 my policies and procedures recorded in your records; and the right to a paper copy of The Notice, and my privacy policies and procedures. We are happy to discuss any of these rights with you.

<u>Gifts</u>

Often clients want to bring food or gifts as a form of gratitude. Our Ethics Board asks that we do not accept any gifts.

Inclimate Weather

We follow the Hillsboro School closures schedule. We will also change out outgoing voice mail on the main line to reflect the closure.

Limits of Confidentiality

The law protects the privacy of all communications between a patient and a therapist. In most situations, we can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by state law and/or HIPAA. At times we train graduate level mental health students. We also have professional contracts with business associates. As required by HIPAA, we have a formal business associate contract, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law.

There are some situations where we are permitted or required to disclose information without your consent or Authorization:

- If there is a **child abuse investigation** or **elder abuse or domestic violence investigation** the law requires that we turn over our patient's relevant records to the appropriate governmental agency, usually the local office of the Department of Human Services. Once such a report is filed, we may be required to provide additional information.
- If we believe that a patient presents a **clear and substantial risk of imminent**, **serious harm to** *him/herself*, we may be obligated to seek hospitalization, or to contact family members or others who can help provide protection.
- If we believe that a patient presents a **clear and substantial risk of imminent, serious harm to** *another person*, we may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.
- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the therapist-patient privilege law. We cannot provide any information without your (or your personal or 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 us to disclose information.
- If a government agency requests information for health oversight activities, we may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, we may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim, s/he automatically authorizes us to release any information relevant to that claim.
- Disclosures required by health insurers or to collect overdue fees are permitted by law.
- There are some situations in which we are legally obligated to take actions which we believe are necessary to attempt to protect *others* from harm and we may have to reveal some information about a patient's treatment.

ALISON CRAKER: Licensed Professional Counselors

- Ms. Craker is licensed in the state of Oregon and abide by its Code of Ethics (OAR833-60-001) and the Code of Ethics of the American Counseling Association (ACA). Our counselors maintain continuing education required by the state for licensure.
- The following client rights have been established by the Oregon State Board of Licensed Professional Counselors and Therapists (OAR 833-60-001). Consumers of counseling or therapy services offered by Oregon licensees have the right:
 - To expect that a licensee has met minimal qualifications of training and experience required by state law; To examine public records maintained by the Board and to have the Board confirm credentials of a licensee; To obtain a copy of the code of ethics; To report complaints to the Board; To be informed of the cost of professional services before receiving services;

To be assured of privacy and confidentiality while receiving services as defined by rule and law, including the following exceptions: Reporting suspected child abuse; Reporting imminent danger to client or others; Reporting information required in court proceedings or by client's insurance company, or other relevant agencies; Providing information concerning licensee case consultation or supervision; and Defending claims brought by the client against licensee.

Fee Agreement: Read Carefully!



Fee Agreement as of June 1, 2018

<u>ree ngreement as of june 1, 2010</u>				
	Provider	Intake	Individual & Family Sessions	Assessment
	Dr. Arnold	\$300	\$225 per 52 minute hour	\$240 per hour
	Ms. Craker, L.P.C.	\$250	\$175 per 52 minute hour	\$190 per hour

- THE INSURANCE BENEFITS WE QUOTE ARE NOT A GUARANTEE OF PAYMENT. YOU ARE RESPONSIBLE FOR UNDERSTANDING YOUR INSURANCE BENEFITS AND FEES. Health insurance may provide partial coverage for mental health assessment / treatment. It is the patient's responsibility to understand Deductible, CoInsurance & CoPayment.
- You are responsible for payment of your Deductible, CoInsurance, CoPayment, fees resulting from denial of coverage, private payment and any other fee resulting from our work together that are not covered by your insurer.
- Private payment and copayment are due at the time of service.
- A fee is charged for each hour of service, for all clinical, mentoring & supportive services. (e.g., assessment, diagnosis, treatment meetings, treatment planning, phone conversations (e.g., school, DHS, lawyers), emails, discussions with other service providers, school meetings (e.g., IEP) and legal proceedings. This is not an exhaustive list.)
- A therapistt cannot waive Deductible, CoInsurance or CoPayment obligations. Our agreement with your insurance company requires us to honor the conditions of your insurance contract.
- Insurance companies typically refuse payment for: learning disability/ intellectual deficiency testing and treatment, sessions if the patient does not meet criteria for a diagnosis, and couples counseling.
- Your assessment deposit of \$250 is NONREFUNDABLE in the event of a missed or cancelled assessment with less than 2 weeks advanced notice of cancellation.
- Phone calls & e-mails will be billed to you in 15 minute increments at the hourly rate listed above. Insurance does not cover this service.
- You will be charged for the copying, faxing and mailing fees of documents. The minimum fee is \$15.
- IF YOUR BILL IS PAST DUE FOR 60 DAYS, NEW LEAVES CLINIC WILL UTILIZE THE COURT SYSTEM AND /OR A COLLECTION AGENCY TO RETAIN PAYMENT. THERE ARE NO EXCEPTIONS. BE AWARE THAT WE ACTIVELY SEND CLIENTS TO COLLECTIONS.
- If a therapist is subpoenaed for a legal proceeding, all time spent in relation to the matter will be billed to you at the hourly rate listed above for your therapist (e.g., travel time, waiting to testify, speaking to lawyers, etc.). If your therapist/contractor needs to retain a lawyer in relation to your work with us (e.g., divorce, severe mental illness, legal/nonlegal guardianship, safety, harassment, etc.), you will be responsible to pay our legal fees. These fees are not covered by insurance.
- If you pay by credit or debit card there may be a processing fee added to the cash price. This fee is subject to change, depending on processing cost.