

SAPIA PSYCHOLOGICAL ASSOCIATES, INC.

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OUTPATIENT SERVICES CONTRACT/PRACTICE GUIDELINES

Welcome to our group practice. This document contains important information about our professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between you and our group.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you bring forward. There are many different methods we may use 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 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 benefits for people who go through it. 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 first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with your 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 your therapist's procedures, you are free to discuss them whenever they arise. If your doubts persist, your therapist will be happy to help you set up a meeting with another mental health professional for a second opinion.

MEETINGS

We normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if the initial therapist is the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, sessions are usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay \$100 unless you provide 24 hours advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control]. If it is possible, our office manager will try to find another time to reschedule the appointment.

PROFESSIONAL FEES

Our hourly fee is \$160.00 for the initial intake evaluation and \$130.00 per 50 minute therapy session. In addition to weekly appointments, this fee is also charged for other professional services you may need; a breakdown of the hourly fee will occur to account for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request. Dr. Sapia charges \$150.00 per hour for psychological and educational testing (including the time required to score, interpret test results, generate reports and provide feedback). If you become involved in legal proceedings that require the participation of one of our clinicians, you will be expected to pay for professional time spent on your case (including travel and wait time) even if the clinician is called to testify by another party. [Because of the difficulty of legal involvement, a fee of \$250.00 per hour for preparation and attendance at any legal proceeding.]

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 which requires another arrangement. You will be expected to pay your co-pay and/or other member remaining expense due to deductible at time of service. Payment schedules for other professional services will be agreed to when they are requested.

REFER TO FINANCIAL POLICY FORM FOR FULL DETAILS ABOUT FEES AND INSURANCE REIMBURSEMENT

CONTACTING US

We are often not immediately available by telephone. While usually in the office between 9 AM and 5 PM, your therapist will not be available to take phone calls while with clients. We do have a receptionist and when she is unavailable, the telephone is answered by an answering service (voicemail) that is monitored throughout the day. We will make every effort to return your call on the same day you make it

or within 24 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform us of some times when you will be available. [In emergencies, you can try us on our cell phone numbers which are provided on our voicemail.] If you are unable to reach me your therapist and feel that it is a clinical emergency, contact your family physician or the nearest emergency room and ask for the psychiatrist on call. If your therapist will be unavailable for an extended time, you will be provided with the name of a colleague to contact, if necessary.

PROFESSIONAL RECORDS

The laws and standards of our profession require that we keep treatment records. You are entitled to review your records or we can prepare a summary for you instead if requested, unless there is reason to believe that to do so would be emotionally damaging. If that is the case, we will be happy to send the summary to another mental health professional who is working with you upon your written request/consent. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, we recommend that you review them in your therapist's presence so that we can discuss the contents. Clients will be charged an appropriate fee for any professional time spent in responding to information requests including photocopying, preparing summaries, and mailing information.

MINORS

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is our policy to request an agreement from parents that they agree to give up access to your records. If they agree, your therapist will provide them only with general information about our work together, unless we feel there is a high risk that you will seriously harm yourself or someone else. In this case, your therapist will notify them of the concern. Your therapist can also provide them with a summary of your treatment when it is complete. Before giving them any information, your therapist will discuss the matter with you, if possible, and do her best to handle any objections you may have with what she is prepared to discuss.

If your clinician has performed a psychological evaluation (not a forensic evaluation) or is treating a minor child and the parents become involved in a high conflict custody/divorce dispute and/or litigation, **the parent or parents agree that they will not subpoena the clinician nor the treatment records nor ask for recommendations on custody and/or visitation.** This agreement also enables the clinician to have follow-up contact with the Department of Social Services/Child Protective Services after an initial report is made regardless of whom has made the report.

CONFIDENTIALITY

In general, the privacy of all communications between a patient and a psychologist or therapist is protected by law, and we can only release information about our work 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 testimony if he/she determines that the issues demand it.
- ◆ There are some situations in which we are legally obligated to take action to protect others from harm, even if we have to reveal some information about a patient's treatment. For example, if we believe that a child, elderly person, or disabled person is being abused, we must file a report with the appropriate state agency.

If we believe that a patient is threatening serious bodily harm to another, we are required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection. These situations have rarely occurred in our practice. If a similar situation occurs, we will make every effort to fully discuss it with you before taking any action.

- ◆ We may occasionally find it helpful to consult other professionals about a case. During a consultation, we make every effort to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless we feel that it is important to our work together.

○ **EXCEPTIONS TO CONFIDENTIALITY INCLUDING:**

FORENSIC EVALUATIONS, WORKMAN'S COMPENSATION, DISABILITY EVALUATIONS:

There is no confidentiality for these evaluations and information/documentation produced. No patient privilege exists. There is no patient-psychologist relationship. While the results of this evaluation may or may not be helpful to you personally, the goal of this evaluation is to provide information about how you are functioning psychologically to the individual or agency requesting the evaluation. In most cases, this evaluation is intended for use in some type of a legal proceeding. As such, the confidentiality of the evaluation and the results is determined by the rules of that legal system. If your attorney has requested this evaluation, he/she will receive a copy of the clinician's report and will control how it is to be used and who has access to it. If someone other than your attorney requested the evaluation, that individual is our client and he/she has complete authority over

the results, including whether or not any information will be released to you or to anyone else. In addition, because the evaluation was requested by another party, and is not for the purpose of treatment or counseling, the confidentiality may have fewer legal protections. The information will be released unless instructed to do so by the person or entity that hired the clinician or when he/she is legally required to do so.

- NOTE: A psychological evaluation to address current emotional and psychological functioning, which may include diagnoses and treatment recommendations, is very different from a forensic evaluation and serves a different function. A psychological evaluation is not intended to be utilized for forensic purposes.

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 at our next meeting. We will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and we are not legal representatives. [If you request, we will provide you with relevant portions or summaries of the state laws regarding these issues.]

RELEASE OF RECORDS

For Mental Health Clients: I understand the contents to be released, the need for the information, and that there are statutes and regulations protecting the confidentiality of authorized information, I also understand that, except for action already taken, I may revoke the consent at any time.

Protected Health Information:

I understand that my health information is protected under the Health Insurance Portability and Accountability Act of 1996 (HIPPA), 45 C.F.R. pts 160 & 164, yet once this information is disclosed pursuant to the signed release form, it may no longer be protected by HIPPA and further disclosure may occur. I also understand that I may revoke a consent in writing at any time, except to the extent that action has been taken in reliance on the consent. If you do not revoke consent, it expires automatically one year from the date the consent is signed. We will have you sign the consent form and provide you a copy of any signed consent forms for your records if requested.

RIGHTS

Our goal is to serve you in the most helpful way possible. We expect you to be open, honest and willing to share concerns. We also expect you to ask questions if you do not understand something we may have said. You have the right to quality service and to understand your treatment, our understanding of your

issues, and our approach to these problems. You have a right to refuse treatment. If you disagree with our recommendations for treatment let's talk about it. We will advise you of other approaches we are aware of and our best guess about prognosis or risks that might occur without treatment.

If you have a concern about your treatment and you are a Medicaid recipient, you may contact the Local Management Entity below:

Trillium Health Resources

112 Health Dr

Greenville, NC 27834-7704

866-998-2597

All other clients, we are happy to provide contact information for you respective insurance companies upon request.

Your signature below indicates that you have read the information in this document, have received a copy, and agree to abide by its terms during our professional relationship.

Client Signature

Date Signed

Minor Child or legally Responsible Individual

Date Signed

Witness Signature

Date Signed