

**GERSH, HARTSON, PAYNE, HOFFMAN & ASSOCIATES, P.C.**  
**OUTPATIENT SERVICES CONTRACT**  
**CHILD/ADOLESCENT SERVICES**

Welcome to our practice. This document contains important information about our professional services and business policies. Although this is a long document, it contains information that answers most questions about how appointments are scheduled, billing practices, confidentiality, and records. Please read it carefully and jot down any questions you might have so that we can discuss them. When you sign this document, it will represent an agreement between us. Psychological evaluation and/or therapy involve a commitment of time, money, and energy, so you should be careful about the psychologist you select for your child or your family. If you have questions about our policies or procedures, they should be discussed with your psychologist whenever they arise.

### **YOUR FIRST APPOINTMENT**

The first appointment is a diagnostic interview, scheduled for 45 minutes with your psychologist, both parents if possible, and your child. At this appointment, your psychologist will gather information about your current concerns, your family and child's history (medical, developmental, educational, and social histories), and develop a preliminary plan for treatment (usually either conducting an evaluation or beginning therapy appointments). It is a big task to collect all of this information within a short time period, so it is critical that you come to your first appointment at least 15 minutes early to allow for completing office paperwork prior to your scheduled appointment.

While it can be uncomfortable for parents to discuss sensitive topics with their child present, we require your child to be present at this first appointment. For insurance billing purposes, your psychologist must meet with, talk to, and diagnose your child's current problem. Without the child present, your psychologist cannot bill insurance for a service provided to your child. Typically, your psychologist will allow time to speak privately without the child present, and for your child to speak to the psychologist without parents present at this first appointment. However, if you believe that it is inappropriate to have your child present at the first appointment, we can accommodate by having you pay privately rather than submitting the service to your insurance.

### **WAITING ROOM**

Although we try to make our office environment as welcoming as possible, this is a place of business with several psychologists working with children and adults of all ages. We ask for you to be mindful that office staff and psychologists are conducting business and loud noise makes it very difficult for us as well as for other patients. We understand that child care for siblings during appointments can be challenging, but we encourage you to bring as few people as possible to your child's appointment. Unsupervised children in the waiting room can be at risk for injury or emotional upset when separated from caregivers. Office staff cannot be responsible for watching children or belongings. For your privacy and to control noise, we ask that you do not use your cell phone in the waiting room.

### **SCHEDULING APPOINTMENTS/ REMINDER CALLS AND EMAILS**

When you call to schedule your first appointment, our staff will ask if you would like a reminder call (especially if our first appointment is scheduled several weeks into the future). We make every effort to call, if you give us permission and provide a valid phone number where we can reach you or leave a message. However, reminder calls are a courtesy. We are not responsible for deleted messages, disconnected or wrong phone numbers, mechanical/ phone line failures, or other unforeseen events that would prevent you from receiving the reminder call.

After your first appointment, you will be encouraged to give us your email address so that we may provide automatic appointment reminders by email. These automatic reminders are generated by our electronic medical record system, and we do not control the time of day messages are sent. Sometimes these messages are delivered to spam or filtered out, so you are responsible for setting your own email system to accept these reminders. As with reminder phone calls, the email appointment reminders are a courtesy. We are not responsible for deleted messages, inaccurate email addresses, mechanical or internet failures, or other unforeseen events that would prevent you for receiving the reminder email. Not receiving a reminder email regarding an appointment **does not** absolve your responsibility in terms of our missed appointments/no show policy.

### **PSYCHOLOGICAL ASSESSMENT / EVALUATION**

Assessment may help you to better understand your child and the problems that he or she has been facing at home and school. This information helps us plan effective treatment for your child. A treatment plan may include interventions through school, a physician, or ongoing psychotherapy with your psychologist or another provider.

The testing process varies from person to person, based on his or her needs. Some commonly tested areas include: learning, memory, attention, concentration, language skills, problem solving skills, academic skills, motor skills, emotional functioning (stress, depression, anxiety), personality functioning, and adaptive functioning.

Testing appointments vary in length and typically are scheduled in increments of units of service lasting 30 minutes each. A typical evaluation can include several units of service, some units in face-to-face contact administering assessments to your child, and some units of service billed for scoring tests, interpreting tests, review of past records, contacting school staff or physicians (with your written permission), and writing a report of findings and recommendations.

Psychological assessment involves a number of steps:

1. Initial interview with you and your child to gather all the needed information and to plan testing.
2. Testing with your child. You and your child's teachers may also be asked to complete questionnaires either through a secure online portal or paper and pencil measures.
3. Scoring, interpretation, and preparation of written evaluation report.
4. Feedback appointment in which assessment findings are reviewed and a treatment plan is developed with parents and the child. In order to bill insurance for the feedback appointment, your child must be present at the appointment. If you would prefer to discuss the results and treatment plan without your child present, we can arrange for this service to be billed privately to you as an out of pocket expense.

Most children enjoy their testing experience. However, some children occasionally report frustration, confusion, anger, or embarrassment. If these reactions occur, every effort will be made to make your child as comfortable as possible.

Test results are generated in different ways, and can include secure online portals for administration or scoring of testing measures. Any information housed in the cloud is protected by HIPAA, and our office has a business agreement with testing companies (such as Pearson and Microsoft) which are also compliant with HITECH provisions of HIPAA.

Any information that you provide either orally (phone contact, interviews, etc.) or in writing (intake forms, questionnaires, etc.) may be included in the report. This information will reflect your reported concerns, social history, family history (like psychiatric, medical, and trauma history), developmental history, and family stressors (like divorce, conflict, deaths, etc.). This information may be potentially sensitive in nature. Also, typically included in the report is information from your child's teacher or school (based on interview and/or questionnaires), your child's test results and behavior observations, your child's diagnosis, and recommendations for your child's care. If all of the necessary paperwork has been received from parents and teachers, your child's written report will typically take up to two weeks following the last day of testing before it is completed. No reports are released, even when authorizations are on file to share information with others (such as physicians or teachers), until the results are discussed with parents and confirmation is received regarding the release of this information.

## **EDUCATIONAL TESTING**

Testing administered only for educational purposes (not related to a medical diagnosis) is not considered a medically necessary service and not covered by health insurance. If you are interested in educational testing only, your psychologist can discuss with you the cost involved.

## **PSYCHOLOGICAL THERAPY SERVICES**

Therapy is a partnership between you, your child, and your psychologist to find new ways of handling problems of daily living. There are many different methods used to deal with the problems that you hope to address. Psychotherapy is not like a typical 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.

The parent's role in therapy is essential. It will be important for you to attend all of your child's scheduled appointments, unless we have a different agreement. Your role in your child's therapy will vary, depending upon the issues presented, your family's dynamics, and the phase of therapy. You and your psychologist may share information, engage in mutual problem solving, discuss your child's diagnosis, discuss behavior management strategies, and discuss parenting strategies. Or, your work may be more therapeutic in nature: you may be engaged as a "therapist" for your child, involved in joint or family sessions with your child, or encouraged to become involved in individual or couples therapy paralleling the work being done with your child. You will be involved in developing goals for your child.

Psychotherapy can have benefits and risks. Since therapy often involves addressing difficulties in life, you and your child may experience uncomfortable feelings like sadness, frustration, and worry. However, therapy has also been shown to be effective in treating various mental health problems. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. There are no guarantees of what you or your child will experience. However, your psychologist will work with you as best he or she can to provide a positive therapy experience.

### **COLLABORATION WITH PRIMARY CARE PROVIDERS**

Your psychologist may be asked to consult with your primary care provider regarding your child's treatment. Any recommendations, including medication or dosing recommendations and recommendations regarding medical and invasive/surgical procedures, are for medical consideration only. Questions regarding medication and dosing should first be directed to your primary care provider, as he or she provider is responsible for all medical and surgical decisions and your treatment.

### **THERAPY SESSIONS**

Therapy sessions are usually scheduled as a series of appointments for your child, usually on a weekly or every-other week basis. Some sessions may be longer or more frequent. Length of therapy appointment times is often determined by your mental health insurance benefits, and includes time for your psychologist to document your child's treatment in the clinical record as well as the face to face time spent in treatment. Typical psychotherapy appointments are scheduled for 45 minutes, but your psychologist will take some minutes from this time to document your child's treatment.

It will be important for you to come on time so you receive the benefit of a full-length session. If you are late for your appointment, it is likely that your session will be completed at the time it was scheduled to end. Your psychologist will make every effort to stay on time with appointments. However, there are occasions when emergencies arise with other children and families during the day that can put him or her behind schedule. If your psychologist is running behind schedule, you will have the option of a full-length session (although we will end later than originally scheduled) or having a half session (billed at a different rate). You may not always be able to secure after school or evening appointments. However, we will do the best that we can to work with you on any scheduling concerns that you may have.

### **NO SHOW/ MISSED APPOINTMENTS**

Once an appointment is scheduled, you are allowed to cancel for any reason. However, you will be expected to attend 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 you fail to attend a scheduled session or cancel a session with less than 24 hours notice, you may receive a \$75 no-show fee per scheduled unit. If this is a continuing pattern, your care may be discontinued in our clinic. When a multiple-unit appointment is missed (such as a psychological evaluation appointment) you may be charged \$75 per scheduled unit. This could result in an out-of-pocket expense of several hundred dollars. You may not always have the ability to reschedule easily for the same week in which you cancelled or missed an appointment.

### **FAMILY THERAPY**

Depending on the concerns presented, your psychologist may recommend family therapy as an intervention. Unfortunately, not all mental health insurance plans cover family therapy as a medically necessary service. If your psychologist recommends family therapy, we will work with you to confirm your insurance benefits. No insurance company covers family therapy without the identified patient present (in this case, your child) as a medically necessary service. If your psychologist recommends parent-only appointments, you have the option to pay for that service privately or to arrange for one or both parents to become an identified patient to bill insurance as individual therapy. If this situation arises, your psychologist and our billing staff will work with you to discuss the alternatives and a plan for billing prior to services rendered.

### **PROFESSIONAL FEES**

Professional fees vary according to the service provided. Office staff can give you specific information about fees for different insurance billing codes and services. Your psychologist may charge for other professional services such as telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, or reviewing written information/communication regarding your child's case. Educational achievement testing and legal (forensic psychology) services are not billable to insurance, and billed at a separate rate. For these services, a separate contract with estimates for payments will be signed.

## **BILLING AND PAYMENTS**

The parent who brings the child is responsible for payment or co-payment of each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. If the child attends a session without a parent, payment will need to be sent with the child.

If your child's account has not been paid for more than 90 days and arrangements for payment have not been agreed upon, your psychologist has the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim.

## **INSURANCE REIMBURSEMENT**

In order for us to set realistic treatment goals and priorities, it is important for you 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. Our office will provide you with assistance 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.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. We will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company.

You should also be aware that insurance companies require you to authorize your psychologist to provide them with a clinical diagnosis. Sometimes psychologists have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). 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, your psychologist has no control over what they do with that information. In some cases, they may share the information with a national medical information databank. If requested, your psychologist will provide you with a copy of information submitted. It is important to remember that you always have the right to pay for services yourself to avoid the problems described above.

## **CONTACTING YOUR PSYCHOLOGIST**

Each psychologist's schedule is different, but your psychologist usually cannot answer the phone when he or she is with patients. Confidential voicemail to leave a message is available for each psychologist and monitored frequently. In an emergency after business hours, please follow the directions for reaching your psychologist on the after hours message. If you are unable to reach your psychologist and/or feel that you can't wait for a return call, contact your family physician or the nearest emergency room and ask for the psychiatrist on call.

## **EMAIL**

As a rule, psychologists do not give out their email addresses. While email can be a quick way to communicate, we cannot guarantee that it is secure or confidential. If email is used for communication between you and your psychologist, or if your psychologist requests your written permission to email a teacher or physician, please be aware that emails and responses to emails will be printed and kept in your child's treatment record.

## **SOCIAL/ BUSINESS NETWORKING SITES**

Your psychologist will not accept 'friend' or contact requests on any social or business networking site. Adding patients as friends or contacts can compromise your confidentiality and our privacy. If you have concerns or questions, please bring them up with your psychologist.

## **BUSINESS REVIEW WEBSITES**

You may find Gersh, Hartson, Payne & Associates or your individual psychologist listed on sites that solicit customer reviews. These sites comb search engines for business listings and add listings often without our knowledge or permission. If you find our practice or your psychologist listed on any of these sites, please know that the listing is NOT a request for a testimonial, rating, or endorsement. In fact, our ethical code prohibits psychologists from soliciting testimonials from patients. You have the right to express yourself in any forum you choose regarding your opinion of your psychologist and the quality of the services your family and your child has received. However, choosing to post to a business review site can compromise your and your child's confidentiality. We hope that you will bring your concerns and comments directly to our staff or your psychologist, as often reviews or comments posted on these websites are not viewed by your psychologist or our staff.

## PROFESSIONAL RECORDS

The laws and standards of the profession of Psychology require that treatment records are kept. Recent legal precedents indicate that parents do not automatically have the right to a full copy of their child's mental health treatment records. For therapeutic reasons, it is our policy to not provide parents with copies of treatment records. If you request written records, you will be provided with a copy of an intake assessment report, psychological evaluation report, or a summary of your child's work in therapy, unless there is a risk that your child will seriously harm him or herself, engage in high risk activities, or harm someone else. In this case, parents will be notified (see section explaining CONFIDENTIALITY). Before giving parents information, the matter will be discussed with the child, if possible, and your psychologist will do his or her best to handle any objections your child may have.

Treatment records will be provided to other professionals to coordinate treatment (such as physicians, school staff, or other mental health professionals) with parent's signed authorization to release such information.

## COURT TESTIMONY (FOR THERAPY PATIENTS)

In some proceedings involving child custody, a judge may order a treating psychologist's testimony if he or she determines that the issues demand it. As your child's psychologist, it is our ethical duty to provide your child the best care possible. If asked to provide records or testimony about treatment to the court, a "dual-role" relationship between your child and treating psychologist can be created. A dual-role relationship means that your psychologist is providing services for conflicting roles (i.e., parent's witness and child's therapist), and can be potentially damaging to your child and his or her present or future therapy experiences due to possible violations of therapeutic trust. In addition, psychologists have an ethical responsibility to only release records and/or test data to persons who are qualified and trained to interpret the information. Most court personnel have not received sufficient mental health training to meet these criteria, and providing records or test data can also be damaging for patients. Finally, legislation and ethical standards mandate that psychologists protect privacy of mental health records. Because the psychologist cannot control the number of people that have access to the mental health records in the court setting, concerns for the patient's privacy exist.

For these reasons, unless arranged with prior to initiating services, your psychologist will not provide therapy notes, test data, or testimony to the court as a part of litigation. If required to provide test data, testimony, or records to the court (under court order), we will have to discuss whether it is appropriate for your psychologist to continue to provide services to your child or whether your child needs to have his or her care transferred to another mental health professional.

In the event you or your child are being seen as a part of a court ordered legal or forensic evaluation, there are a different set of standards that apply to confidentiality and payment. Legal or forensic evaluations are not billable to insurance, and not considered medically necessary. Please carefully read this practice's policies and procedures for Forensic Evaluations instead.

## CONFIDENTIALITY

In general, laws protect the privacy of all communications between a patient and a psychologist, and psychologists can only release information about our work to others with your written permission. Typically, your psychologist will ask you to sign a release to share information with your child's physician for care coordination. Often other family members are involved with your child's daily life. These may include stepparents, partners, or grandparents. When other adults will be bringing your child for treatment or are involved in supporting treatment, parents will be asked to sign a release of information giving the psychologist permission to talk with those individuals about your child.

There are a few exceptions to confidentiality, and they include the examples listed below. These situations have rarely occurred in our practice. If a similar situation occurs, we will make every effort to fully discuss it with you and your child before taking any action.

1. There are some situations in which psychologists 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 a psychologist learns of suspected or alleged abuse or neglect of a child, elderly person, or disabled person, a report must be filed with the appropriate state agency. If a minor witnesses domestic abuse or drug abuse in the home, these are also reportable concerns.
2. If a psychologist believes that a patient is threatening serious bodily harm to another, he or she is required to take protective action. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm him or herself, the psychologist may be obligated to seek hospitalization for him or her or to contact family members or others who can help provide protection.

3. Your psychologist may occasionally find it helpful to consult other professionals about a case. During a consultation, your psychologist makes every effort to avoid revealing the identity of the patient. The consultant is also legally bound to keep the information confidential. If you don't object, your psychologist may not tell you about these consultations unless he or she feels that it is important to our work together.

4. If a minor reveals to a psychologist that he or she is at risk for self-harm through high-risk behaviors or suicide, these issues will be discussed with parents.

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.

**GROUNDINGS FOR TERMINATION**

Your relationship with your psychologist is at your discretion. You have the right to seek mental health treatment from any provider with whom you feel comfortable. It is critical for the success of your child's treatment that both parents and your child have a good working relationship with your psychologist. If you have concerns about the quality or nature of the services provided, concerns about our staff, building, or billing procedures, please let your psychologist know. Discussing these issues will strengthen our working relationship and in no way harm the quality of services you will receive at our clinic.

We reserve the right to terminate therapy services if either parent behaves inappropriately towards a psychologist or office staff, if the psychologist is court-ordered to testify regarding a therapy patient (thus causing a dual-role relationship with your child), if there is consistent failure to attend scheduled appointments, if there is failure to complete payment for services, or if either parent does not consent for services.

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

\_\_\_\_\_  
Parent signature and date

\_\_\_\_\_  
Parent signature and date

The remainder of this document pertains to parents who are not married, separated or divorced. If these conditions do not apply to you, you are finished with this document.

**INFORMATION FOR SEPARATED, DIVORCED, OR NEVER MARRIED PARENTS**

**CONSENT FOR TREATMENT**

Parents with joint legal custody have equal rights in consenting to medical treatment, unless otherwise noted in a custody or divorce decree. For many reasons, it is absolutely critical that both parents agree that treatment is appropriate and that both parents agree on a mental health provider. If consent is not received from both parents, the psychologist may not move forward with treating your child. If this situation arises, the psychologist will work with both parents to find a solution and make sure your child receives quality mental health services.

**CUSTODY AND VISITATION ISSUES**

The psychologist, as your child's therapist, cannot make any recommendations about custody or visitation issues. If custody and visitation issues are a concern, the psychologist may speak with you about a referral to another psychologist for a formal custody evaluation, a mediator, or guardian ad litem. It is assumed that both parents want to work towards the best interest of their child, which includes maintaining a safe, therapeutic environment with the psychologist. The psychologist will not testify in court in a custody or visitation dispute.

**COURT MANDATED THERAPY**

Mandated therapy participation or therapy recommendations should not be included in the divorce decree without the psychologist's previous consent.

**BEHAVIOR / CONDUCT**

At times, parents who are involved in divorce or custody disputes have difficulty maintaining an appropriate decorum in the waiting room, clinic office, or therapist office. Out of concern for your child, other patients in our clinic, and clinic staff, parents are asked to behave respectfully to one another. If they do not behave in a civil manner, they may be required to attend sessions separately or services may be terminated.

I understand and agree to the terms of this document.

\_\_\_\_\_  
(Parent signature and date)

\_\_\_\_\_  
(Parent signature and date)