



Attune Philadelphia Therapy Group

Psychologist – Client Agreement

Eric Spiegel, Ph.D.

Updated May 1, 2019

Welcome to my practice. This document contains important information about my professional services and business policies. 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.

My Background & Approach

I am a psychologist licensed in the state of Pennsylvania. My doctoral degree (2005) is in counseling psychology from the University of Maryland. I have worked and/or trained in university counseling centers, hospitals, and clinics, and have been in private practice since 2007. I have experience dealing with a wide range of concerns and issues. I am a member of the American Psychological Association and abide by its code of ethics.

My treatment philosophy is eclectic and primarily influenced by attachment theory, interpersonal, and psychodynamic (self-psychology) approaches. I am also certified as an Approved Consultant (AC) in clinical hypnosis by the American Society of Clinical Hypnosis (ASCH). I consider psychotherapy to be a collaborative process with the goal of helping you reach a clearer understanding of yourself, your interactions, and your relationships with others. I believe that greater self insight, awareness, and autonomy are the keys to meaningful and lasting problem resolution. Together we will work to explore and understand the concerns that brought you to therapy.

Furthermore, I will work with you to enhance your self-observation skills. Oftentimes, we wear ‘blindness’ that only allow us to ‘see’ a limited range of immediate feelings and experiences. I will help you slow down, step back, and observe yourself as you move through your life, with the goal of reaching greater clarity as events happen “in the moment.” As part of this approach, I believe that some of the interactions that occur within our therapeutic relationship can create a wonderful learning experience for helping you understand how you feel, think, and act in other relationships. Although this may at times lead to direct and/or awkward interchanges, it ultimately can serve to promote the goal of greater personal and relational awareness.

Professional Fees

Therapy sessions run 45 minutes, and are by appointment only. My fee for each session is \$225. I have a sliding fee scale in which the fee can be reduced by as much as 20%. This sliding fee scale is based on financial income, financial need, and household size. In order to determine if you qualify for my sliding scale, I will need to see a copy your tax return. Upon providing me

with the requested information, I will be able to determine your eligibility and inform you at the next session if you qualify and what the rate would be.

In addition to weekly appointments, I will charge for other professional services you may need. The amount charged will depend on how much of my time is involved to perform those services. For example, if I work for 45 minutes, my charge will be \$225, however for periods of less than 45 minutes, I will charge you a lesser amount depending upon the amount of time I spend. These other services may include telephone conversations lasting longer than 5-10 minutes (calls are billed in 10 minute increments), full-length sessions held by phone/Skype/Face Time, letter or report writing, 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 of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party.

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide coverage for mental health treatment. I do not directly participate with any health insurance plans, which means that I am considered an “out-of-network provider.” You are responsible for full payment of my fees at the time of service.

Depending upon your plan, your insurance company may subsequently partially reimburse you for out-of-network services. If you expect your insurer to cover some of the cost of services, I will assist you, as a courtesy, by either: (1) providing you with a copy of my bill which you may submit to your insurance company for reimbursement or (2) electronically submitting (with your written authorization) an itemized bill directly to your insurance through a HIPAA-compliant electronic health record (EHR) software provider. The information submitted to the insurance company will contain the provider’s name and address; the date of service; your name, address, and date of birth; the procedure code that corresponds to the services provided to you; and code associated with your diagnosis. Other than the diagnosis and procedure codes, no clinical information about the visit will be listed on the insurance bill. Please let me know if you plan on seeking reimbursement from your insurance company and, if you do, which option you would prefer. Please remember, you have the relationship with your insurer and I do not. You are responsible for resolving any problems with your insurer.

As noted above, all insurance companies require a diagnosis on any bill submitted for reimbursement. If you wish, I will be happy to discuss with you the diagnosis provided on the insurance bill. If you prefer that I do not release information to your insurance carrier for reimbursement purposes, or if your insurance carrier fails to reimburse you in a manner which you expected, you remain responsible for the fee for services.

Initial Treatment Process

It is my procedure to conduct 1 to 3 initial evaluation sessions at the outset of treatment (at the session length and fee described above). As part of this process, I may also additionally ask you to complete an assessment measure(s) that is designed to help me address your mental health concerns. During or after this session(s), we can both decide whether I am the best person to provide the services you need in order to meet your treatment goals. I will inform you if I believe this process needs to be extended beyond the initial session. At the conclusion of this process, should we decide to work together, we will review your treatment goals and develop an informal preliminary treatment plan going forward. Should one or both of us believe that another provider

would better meet your needs, I will provide you with several referral options.

Billing and Payments

You will be expected to pay for each session at the time it is held. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment plan. This adjustment and/or payment plan would be agreed upon in advance, at the outset of treatment. I do not renegotiate fees once the treatment process has begun.

Payments may be made by cash, check, or credit card (including health savings account credit cards). Credit cards are processed through a PCI-compliant hosting provider. In the event that a check is issued as payment and it is returned by the bank due to insufficient funds, you may be assessed with a \$25 processing fee.

Referral for Collection

If your account has not been paid for more than 90 days and arrangement for payment has not been agreed upon, I have the option of using legal means to secure the payment. This may involve my hiring an attorney, collection agency or going through small claims court. In the event that your account is referred to an attorney, collection agency or small claims court, you will also be responsible for actual collection costs incurred, including all attorney's fees and court costs. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided, and the amount due. If your account remains unpaid after 90 days, you can be assessed with additional account charges at the rate of 1.5% per month (18% annually). I may deny subsequent services if your account remains unpaid.

Cancellations

Because the appointment time is reserved for you, you are required to provide me with a full 24 hours notice if you need to cancel a scheduled appointment. Failure to provide me with the 24 hour notice or not showing up for an appointment will result in your being billed at your regular session rate (\$225 or the sliding scale fee that was agreed upon at the outset of treatment). Please note that cancellations for Monday sessions must be received by the end of the business day on Friday (5 PM).

I have created this policy for two reasons: 1) to allow me adequate time to fill in cancellations with other individuals who are in need of my services; 2) to protect against financial loss associated with appointment no-shows or last-minute cancellations.

While I have the utmost of empathy for both the usual and unusual life events that can arise which may precipitate the need for an appointment cancellation, this policy exists because my professional livelihood is based on services rendered over a finite period of time. If a cancellation occurs at the last minute, regardless of the compelling reason, this lost professional time cannot be recouped. Unlike a medical doctor, for whom multiple patients are scheduled in brief time slots, I have only a limited amount of time slots available per day for appointments, which cannot be filled with other patients when a last-minute cancellation occurs.

I am happy to discuss any questions or reactions you may have to this cancellation policy, but please be aware that when you sign this document you are indicating your consent to this policy and its terms.

Contacting Me

When I am unavailable, my telephone is answered by voicemail. I usually return phone calls within one (1) business day, unless otherwise specified in the message. I will make every effort to return your call on the same day you call, with the exception of weekends and holidays. When you call, please let me know the best times to return your call. In an urgent situation, please either contact your family physician or go to the nearest hospital emergency room. If I will be unavailable for an extended time, I will provide you with the name and contact information of a colleague to contact.

You may contact me via e-mail, but only for scheduling purposes. Do not use email to address any clinical or urgent matters. This is best done by phone or in person. I do not text patients, nor do I respond to texts from patients, so please do not use this method to communicate with me.

Confidentiality:

I am required by my ethics and law to maintain the confidentiality of all the information you share with me. I am legally bound to keep our discussions and the records that I prepare confidential and I will not share this information without your written authorization or if I am required by law to release that information.

In all but a few rare situations, your confidentiality is protected by state and federal law and by the rules of my profession. However, there are certain exceptions in which your confidentiality is ***not*** protected, and they are:

- *Child Abuse.* If I have reason to believe that a child has been subjected to abuse or neglect, the law requires that I file a report with the Pennsylvania Childline, and any appropriate government agency, usually the local office of the Department of Public Welfare. Once such a report is filed, I may be required to provide additional information. I am required to make such reports even if I do not see the child in my professional capacity.
 - I am also mandated to report suspected child abuse if anyone aged 14 or older tells me that he or she committed child abuse, even if the victim is no longer in danger.
 - I am also mandated to report suspected child abuse if anyone tells me that he or she knows of any child who is currently being abused.
- *Harm to Others.* I may reveal information received in confidence only after most careful deliberation and when there is clear and imminent danger to an individual or to society, and then only to appropriate professional workers or public authorities. I am required to take reasonable measures to prevent harm when a client has expressed a serious threat or intent to kill or seriously injure an identified or readily identifiable person or group of people and if I determine that the client is likely to carry out the threat or intent. Reasonable measures may include directly advising the potential victim of the threat or intent of the client or contacting the police.

- *Harm to Self.* If I believe that there is an imminent risk that a client will inflict serious physical harm or death on him/herself, or that immediate disclosure is required to provide for the client's emergency health care needs, I may be required to take appropriate protective actions, including initiating hospitalization and/or notifying family members or others who can protect the client.
- *Court order.* If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment by an attorney or other similar person, I am not allowed to release such information without either your written authorization, or without an order signed by a judge (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 information.

Both federal and state laws protect the privacy of all communications between a client and a psychologist. In most situations, I am only allowed to release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by federal law.

In addition, I may need to speak with another therapist about your case, under the following situations:

- When I am away from the office for a few days, I have a trusted fellow therapist "cover" for me. This therapist will be available to you in emergencies. Therefore, he or she needs to know about you. Of course, this therapist is bound by the same laws and rules as I am to protect your confidentiality.
- In addition, I sometimes consult other therapists or other professionals about my clients. This helps me in giving high-quality treatment. These persons are also required to keep your information private. Your name will never be given to them, and they will be told only as much as they need to know to understand your situation.

I ask now for your understanding and agreement to let me do so in these two situations.

Professional Records

The laws and standards of my profession require that I prepare and maintain treatment records. These treatment records typically include the following information: your reasons for seeking therapy, a description of the ways in which your problem impacts on 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 in which disclosure is reasonably likely to endanger the life or physical safety of you or another person, you may examine and/or receive a copy of your treatment 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. Clients will be charged an appropriate fee for any professional time spent in responding to information requests.

The initial paperwork you complete when first joining my practice, as well as any handwritten session notes in a treatment chart, are stored in a secure location. It is my office policy to destroy these records 5 years after the end of our therapy.

For ongoing note-keeping (e.g. intake note, treatment plan(s), weekly session progress notes), I utilize a HIPAA-compliant online electronic health records (EHR) behavioral health practice management system. All treatment notes on this system are encrypted.

The Benefits and Risks of Therapy

As with any powerful treatment, there are some risks as well as many benefits with therapy. You should think about both the benefits and risks when making any treatment decisions. For example, in therapy, there is a risk that clients will, for a time, have uncomfortable levels of sadness, guilt, anxiety, anger, frustration, loneliness, helplessness, or other negative feelings. Clients may recall unpleasant memories. These feelings or memories may bother a client at work or in school. In addition, some people in your community may mistakenly view anyone in therapy as weak, or perhaps as socially disturbed or even dangerous. Also, clients in therapy may have problems with people important to them. For example, family secrets may be told. Therapy may disrupt a marital relationship and sometimes even lead to a divorce. Sometimes, too, a client's problems may temporarily worsen after the beginning of treatment. Most of these risks are to be expected when people are making important changes in their lives. Finally, even with our best efforts, there is a risk that therapy may not work out well for you.

While you consider these risks, you should also know that the benefits of therapy have been shown by scientists in hundreds of well-designed research studies. People who are depressed may find their mood lifting. Others may no longer feel afraid, angry, or anxious. In therapy, people have a chance to talk things out fully until their feelings are relieved or the problems are solved. Clients' relationships and coping skills may improve greatly. They may get more satisfaction out of social and family relationships. Their personal goals and values may become more clear. They may grow in many directions – as persons, in their close relationships, in their work or schooling, and in the ability to enjoy their lives.

I do not take on clients I do not think I can help. Therefore, I will enter our relationship with optimism about our progress.

Minors

If you are under 18 years of age, please be aware that under certain circumstances, the law may provide your parents the right to examine your treatment records. It my policy to request an agreement from parents that they agree to give up their right to access your treatment records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. I will also provide them with a summary of your treatment when it is complete. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have about what I am prepared to discuss.

PSYCHOLOGIST-CLIENT AGREEMENT CONSENT

Your signature below indicates that you have read the information in the “Psychologist-Client Agreement” document and agree to abide by its terms during our professional relationship.

Signature: _____

Name (printed): _____

Date: _____

Updated on January, 2018