



cayenne

wellness center and children's foundation

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PROVIDER-CLIENT SERVICES AGREEMENT

Welcome to Cayenne Wellness Center and Children's Foundation. This document contains important information about our professional services and business practice. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures. We ask that you read this document carefully and jot down any questions you might have so that you can discuss them with your therapist at your next meeting. When you sign this document, it will also represent an agreement between us (between you and Cayenne Wellness Center and Children's Foundation). You may revoke this Agreement in writing at any time. That revocation will be binding on us unless we have taken action in reliance on it; if there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

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 you and your therapist talk about both during your 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.

Your first few sessions will involve an evaluation of your needs. By the end of the evaluation, your therapist will be able to offer you some first impressions of what your 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 the therapist that has been assigned to you. 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 our procedures, you should discuss them whenever they arise. If your doubts persists, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

APPOINTMENTS AND CANCELLATIONS:

Appointments are generally 50 minutes in length. Appointment may be held weekly or with greater frequency or less frequency depending upon your needs. After a suspension of treatment for 30 days or more, your chart will be closed, unless other arrangements have been made. It is not our policy to “double book” appointments, so the time is exclusively committed to your appointment. When an appointment is missed, our schedule is seriously disrupted, as we are unable to make this time available to other clients. For this reason, a 24 hour notice is required of your intent to cancel an appointment. If you cancel an appointment without a 24 hour notice, or if you miss an appointment, you will be charged a fee of half of your session fee. These charges are not covered by insurance; it is the patient’s responsibility, and is due within one week of the missed appointment.

We normally conduct an evaluation that will last from 2 to 4 sessions. During this time, you and your therapist can both decide if he or she will be the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, we will usually schedule the following:

* For individual therapy: (1) 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.

* For couples therapy: (1) 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.

* For family therapy: (1) one 90-minute session per week at a time we agree on, although some sessions may be longer or more frequent.

* For group therapy: (1) one 90-minute session per week at a time we agree on, although some sessions may be longer or more frequent.

* For miscarriage support groups: (12) twelve 90-minute sessions at a designated time

Once an appointment time is scheduled, you will be expected to pay for it unless you provide 24 hours/one day advance notice of cancellation [and/or unless you and your therapist both agree that you were unable to attend due to circumstances beyond your control. If it is possible, your therapist will try to find another time and day to reschedule the appointment in the same week.]

PROFESSIONAL FEES (see fee schedule)

Our agency fees varies, depending on the service. Other fee services include report writing, telephone conversations lasting longer than 15 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 of our agency. If you become involved in legal proceedings that require our participation, you will be expected to pay for your therapist's professional time even if we are called to testify by another party. [Because of the difficulty of legal involvement, we charge \$175.00 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 you and your therapist have agreed otherwise. Payment schedules for other professional services will be agreed to when they are requested. [In circumstances of unusual financial hardships, our agency may be willing to negotiate a fee adjustment or payment installment plan.]

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we have 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.] In most collection situations, the only information we release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

INSURANCE REIMBURSEMENT

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 some coverage for mental health treatment. We will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our 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. Of course we will provide you with whatever information we can based on our experiences and will be happy to help you in understanding the information you receive from your insurance

company. If it is necessary to clear confusion, we will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. [In rare cases, some managed-care plans will not allow us to provide services to you once your benefits end. If this is the case, we will do our best to find another provider who will help you continue your psychotherapy.]

You should also be aware that most insurance companies require you to authorize us to provide them with a clinical diagnosis. Sometimes we 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, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any report we submit, if you request it.

Once we have all the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for our services yourself to avoid the problems described above [unless prohibited by contract].

CONTACTING YOUR THERAPIST

Often, your therapist will not be immediately available by telephone. While we keep regular daytime office hours, your therapist will not answer the phone when they are in with a patient. When they are unavailable, their telephone will be answered by voice mail or by the office manager. They will make every effort to return your call on the same day you made it, with the exception of weekends and holidays. If you are having an emergency and the emergency cannot wait for a return phone call, dial 911 or go to the nearest emergency room and ask for the psychologist and psychiatrist on call. If your therapist will be unavailable for an extended time, they will provide you with the name of a colleague to contact, if necessary.

Therapist Name: Dr. Carolyn Rowley

Emergency Contact Number: 818 731 5408

PROFESSIONAL RECORDS

The laws and standards of our profession require that we keep treatment records. You are entitled to receive a copy of the records unless we believe that seeing them would be emotionally damaging, in which case we will be happy to send them to a mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. We recommend that you review them in the presence of your therapist so that the two of you can discuss its contents. [We are sometimes willing to conduct a review meeting without charge.] Patients will be charged an appropriate fee for any time spent in preparing information requests.

MINORS

If you are under eighteen years of age and not emancipated, 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, we 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, we will notify them of our concern. We will also provide them with a summary of your treatment when it is complete. Before giving them any information, we will discuss the matter with you, if possible, and do our best to handle any objections you may have with what we are prepared to discuss. [At the end of your treatment, we will prepare a summary of our work together for your parents, and we will discuss it before we send it to them.]

LIMITS ON 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 HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, but there are a few exceptions.

- We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of patients. The other professions are also legally bound to keep the information confidential. If you do not object, we will not tell you about these consultations unless we feel that it is important to our work together. We will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Policies and Practices to protect the privacy of your health information).
- You should be aware that we practice with other mental health professionals and that we employ administrative staff. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.

- We also may have contacts with certain Managed Health Care companies. As required by HIPAA, we have a business associate contract with these companies, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, we can provide you with the names of these organizations and/or a blank copy of this contract.
- If a 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.

There are some situations, such as those listed below, where we are 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 professionals services, such information is protected by the therapist-patient privilege law. We cannot provide any information without your 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 is requesting the information for health oversight activities, we may be required to provide it for them.
- If a patient files a complaint or lawsuit against us, we may disclose relevant information regarding that patient in order to defend ourselves.
- If a patient files a worker's compensation claim, and we are providing treatment related to the claim, we must, upon appropriate request, furnish copies of all medical reports and bills.

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. These situations as follows are unusual in our practice.

- If we have reason to believe that a child has been abused, the law requires that we file a report with the appropriate governmental agency, usually the Department of Human Resources. Once such a report is filed, we may be required to provide additional information.
- If we have reasonable cause to believe that a disabled adult or elderly person has had a physical injury or injuries inflicted upon them, other than by accidental means, or has been neglected or exploited, we must report to an agency designated by the Department of Human Resources. Once such a report is filed, we may be required to provide additional information.
- If we determine that a patient presents a serious danger of violence to another, we may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police, and/or seeking hospitalization for the patient.

If we believe that a patient is threatening serious bodily harm to another, we are legally 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 [and are legally required] to seek hospitalization for him/her or to contact family members or others who can help provide protection.

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 the 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.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss any questions or concerns that you may have at your next meeting with your therapist. 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 attorneys. [If you request, we will provide you with relevant portions or summaries of the state laws regarding these issues.]

SIGNATURE PAGE

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

Patient's or Guardian's Signature

Date

Patient's or Guardian's Signature

Date

Cayenne Wellness Center and Children's Foundation
Representative

Date

Patient's Assigned Therapist
Cayenne Wellness Center and Children's Foundation

Date