

CLINT THOMAS LLC INFORMED CONSENT AND PROFESSIONAL SERVICES CONTRACT

General Guidelines: Counseling and psychotherapy require a great deal of participation and cooperation from you. Your effort will be important in determining how much benefit you will receive. I invite you to be mindful to your present experiences and how they relate to the problems that bring into treatment. Curiosity to these present moment experiences will be a key element necessary for improvement. Much of what occurs during a session is dialogue. You will be expected to relate not only problems and concerns, but successes as well. At times, you may be given homework assignments such as reading, keeping a journal, monitoring your own behavior, practicing new behavior, etc. You may also be asked to complete some questionnaires and/or tests. If a need for medication to relieve emotional discomfort or psychological difficulties seems indicated, a consultation with your physician or a psychiatrist will be arranged. It is important that you regularly and promptly attend scheduled sessions. No guarantees are made as to the result of treatments, assessments, or consultations. If you have questions about my procedures, please discuss them as they arise.

Fees: I agree to pay at each session, or at some agreed time, the amount of \$130.00 per 4-50 minutes of service unless other arrangements are contracted. Longer sessions and phone calls in excess of 5 minutes are to be prorated on the basis of this amount. Unless otherwise stated, the initial session will be billed at 1.5 times the session rate. Clint Thomas LLC reserves the right to terminate services for cause of unpaid balances.

If insurance is used your company will be charged the full rate of \$130.00 per session. Most insurance companies have a deductible and copayment (non-negotiable) which the client is responsible to pay at the time services are rendered. Using insurance requires that providing the insurance company with information relevant to the services rendered. This includes all clinical diagnosis and other protected health information. Insurance amounts which are not paid within 60 days of the initial filing are due by the client. I understand that I, not my insurance company, am ultimately responsible for payment of all fees.

Some services are not typically covered by health insurance and may be an out-of-pocket expense. Examples include report writing, consultations, psychological testing, test interpretations, preparations of records, treatment summaries, court appearances, and school visit. Fees and payment schedules for other professional services will be contracted as they are needed.

Legal proceedings that require my participation incur additional charges that are not covered by insurance. These include all professional time, including preparation and transportation costs, even if I am called to testify by another party. Due to the difficulties of legal involvements, the charge for preparation and attendance at any legal proceeding is \$240.00 per hour.

Late Cancellations Fees: Once an appointment is scheduled I will be expected to pay for it unless I provide Clint Thomas LLC with at least 24-hour notice. It is important to note that insurance companies do not provide reimbursement for late cancellations fees. Variance from this policy is at the discretion of Clint Thomas.

Phone Contact: I have a confidential voice mail for non-emergency situations, i.e., cancellations, rescheduling, and clinical updates. I am generally in my office from 9am-5pm and will do my best to return calls for clinical emergencies or rescheduling within 24 hours from the time you called unless the call is after 5pm on Friday. If you have a life-threatening emergency, please call 911 or other appropriate authority. Clinically urgent matters will be handled on a case by case basis.

Limits of Confidentiality: The laws governing confidentiality can be quite complex. In situations where specific advice is required, Clint Thomas LLC reserves the right to seek legal advice.

Consultations: I may find it helpful to consult other health and mental health professionals about your case. During a consultation, I will make every effort to avoid revealing your identity. Other professionals are legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I believe that it is important to our work together. All consultations will be noted as Protected Health Information.

Business Practices: I am a single practitioner but I may contract others to handle part of business such as billing or administrative work. In most cases PHI is shared for both clinical and administrative purposes when a contracted relationship is initiated. The same rules of confidentiality bind all professional and administrative staff or contractors.

The following situations where I am permitted or required to disclose information without either your consent or authorization:

Protection-First, I am legally mandated to report to the state any suspected child and elder abuse and neglect. Second, per the ethical standards of my profession, a therapist has a duty to harm any person if intended harm. Third, I reserve the right to take any step necessary in the prevention of suicide.

Health Oversight Activities-I may disclose PHI to the Missouri Behavioral Sciences Regulatory Board if necessary for a proceeding before the Board.

Judicial and Administrative Proceedings-If you are involved in a court proceeding and a request is made for information about the professional services Clint Thomas LLC provided you and/or the records thereof, such information is privileged under state law, and Clint Thomas LLC will not release information without the written authorization of you or your legally appointed representative or a court order. The privilege does not apply when you are being evaluated for third party or where the evaluation is court ordered. You will be informed in advance if this is the case.

Worker's Compensation-Clint Thomas LLC may disclose PHI as authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs, establishes by law, that provide benefits for work-related injuries or illness without regard to fault.

Lawsuits-If a client files a law suit against Clint Thomas LLC, I may disclose relevant information regarding that client in order to defend myself.

Professional Records: Professional records, including Protected Health Information and psychotherapy notes, are handled in accord with HIPAA requirements, as detailed in you HIPAA notice.

Client's Rights: HIPAA provides you with several rights with regard to your professional records and disclosures of protected health information. These rights included amendments to records, restrictions of disclosures, requests for accounting, and registering complaints. The rights are detailed in the HIPAA notice.

Revocation: Either party may revoke this contract at any time. Your revocation will be binding on Client Thomas LLC I have taken action in reliance on it; if there are obligations imposed on Clint Thomas LLC by law, or by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligation you have incurred.

Addendum for Treatment of Children and Adolescents

1. Confidentiality is often crucial to successful progress; therefore, parents or guardians will be provided only general information about the child's treatment, results of formal assessments, and attendance at sessions.
2. I may request written consent from parents or guardians to obtain information from other significant individuals (e.g., teachers, pediatricians) that might be useful in diagnosis and treatment.
3. Parents and guardians are asked to share the me their concerns and observations of the child and participate in the child's treatment as requested. Information brought my attention by either parent regarding the child's welfare will not be regarded as confidential, and will be share with the other paren. Information that is brought to my attention that is irrelevant to the child's welfare will be kept in confidence.
4. In cases of parental separation or divorce, all parents and guardians are requested to affirm to the child the therapist is the child's helper, and is not allied with either parent.
5. The caregivers are requested to affirm to the child that the therapist has their permission to maintain confidentiality with regard to the child with limits to the following circumstances: a) The therapist's written records of all therapy contacts are confidential unless a judge requires (through court order) that the records be shared with attorneys or the court. b) Both parents understand that the therapist is legally and ethically obligated to protect the safety and health of all parties by describing any and all such concerns to relevant authorities. This obligation requires that the therapist has no discretion to discern the validity of the concern and must report suspicion of abuse or potential abuse to social services. Whenever possible, when this necessity arises, the therapist will advise all parties of the concern, and of his/her intention to notify only relevant authorities as mandated by state laws.
6. In cases of divorce or separation, the therapist will not provide recommendations regarding child custody. I strongly recommend that issues of child custody be addressed in mediation, or through an objective custody evaluation conducted by other professionals.