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**Therapist-Client Consent for Services Agreement**

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Welcome to Pagone Psychological Services, LLC. This document contains important information about professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), the federal law that provides new privacy protections and new patient/client 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 you are provided with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice explains HIPAA and its application to your PHI in greater detail. The law requires your signature acknowledging that I have provided you with this information (this information is both electronically on my website and in my office). Although these documents are long and sometimes complex, it is important that you read them carefully. Please feel free to discuss any questions you have with me about the contents in this Agreement and the Notice. **Your signature on the “Signature Page” will represent an agreement between us.**

**PSYCHOLOGICAL SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. The methods I choose depends on the collaborative goals we set as a team. During your therapeutic process we will discuss these methods, interventions and strategies so you understand the specific goal for them. Together we will find the best ways to address the issues you are facing. Psychotherapy calls for an active effort on your part and therefore is most successful when you work on things we talk about during our sessions and outside of sessions.

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, and anxiety. On the other hand, psychotherapy has been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees of what you will experience. It is important that you discuss your expectations of therapy with me and continue to have a dialogue about what is helping and what is not. It is very important to express any negative reactions with your therapist in order to quickly resolve any issues that may arise.

**APPOINTMENTS**

What you can expect from the first few sessions is a review of your background; the information you feel important to share with me in order to help better understand you and your needs, me gathering other information pertinent to why you are seeking therapy, and getting a well-rounded picture of you and the roles you play in your life and those in it. You will be asked to read this document in its entirety and sign the “Signature Page” indicating your agreement with the terms presented in this document.

Our first few sessions will involve an evaluation of your needs, after which I will offer you some first impressions of what our work will include and discuss a treatment plan. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. You should evaluate this information along with your own opinions of whether you feel comfortable working

with me. Therapy involves a large commitment of time, money, and energy, so you should be selective about the therapist you choose. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

You are responsible for scheduling your own sessions using [TherapyAppointment.com](http://TherapyAppointment.com). Appointments are typically 45-55 minutes in length. Depending upon what we are working on sessions may be longer. It is *important that these longer sessions are scheduled accordingly and prior to the appointment.* If your session runs longer the charge is \$50 dollars per half hour. This fee is not covered by insurance companies and will be due the day of your appointment.

I strive to remain on-time with scheduling. Please come on time. Note that due to the nature of the therapeutic process some sessions will unpredictably go over the allotted time limit. I honor and respect each and every client's process and at times a few minutes are needed to close a session properly. Please be patient if this occurs. If I am running late, please do not exit the waiting room and knock on my office door. I appreciate your patience.

Excluding special circumstances and due to the scheduling of others' appointments, I am usually unable to extend past the usual end time. Therefore your full fee will be due even if you are late. However, if I am running late, I will either prorate your session fee (if possible, given your payment situation) or extend the time. **On each appointment you will be expected to pay the fee or copay/coinsurance. This will occur during your session time. Payments are accepted by cash, check, credit or debit card. There is a \$2.50 convenience fee for debit and credit cards under \$100. The convenience fee for amounts over \$100 is \$5.00 per transaction. Fees are collected and put into the system immediately. An encrypted emailed receipt can be sent upon request.**

**If you need to cancel an appointment, please do so at least 24 hours in advance. You will be charged \$50.00 for appointments cancelled with less than 24-hour notice,** unless we both agree that you were unable to attend due to circumstances beyond your control. Please be aware that insurance companies do not provide reimbursement for cancelled sessions, Skype or phone sessions. If it is possible, I will try to find another time to reschedule the appointment. If there is a pattern of cancellation of appointments and/or cancelling under 24 hour notice, I reserve the right to limit the number of appointments booked at one time or restrict online access altogether. If two months' time lapse between appointments without discussion your status within the electronic system will change from active to "inactive". You may re-active your account at any time by contacting me to do so.

### **PROFESSIONAL FEES**

The fee for the initial evaluation appointment is \$170. My standard fee for 55-minute sessions is \$130, however under certain circumstances a sliding scale fee may be used at my discretion. My fee for clinical services beyond the scheduled appointment is \$100/hour, \$50/half hour. Again, please note that most insurance companies do not pay for anything over the scheduled session time. You will be responsible for the balance out of pocket.

I believe in coordinate of care with your other providers, such as psychiatrists, dieticians, school counselors, etc. therefore I provide these occasional services free of charge. However, should you become involved in a divorce or custody dispute, or any other legal matter, I will not provide evaluations or expert testimony in court. Your signature indicates your agreement with this provision.

### **CONTACTING ME**

I am engaged and provide my full attention to each client and therefore **do not** answer the phone while I am in session. I will make every attempt to check my voicemail or other messages between sessions. I

will return your non-emergency call within 24 hours, with the exception of holidays. If you are difficult to reach, please inform me of times when you will be available. Should you need to email me with sensitive information, please email me through [therapyappointment.com](mailto:therapyappointment.com) as this is secure and encrypted. *I do not accept texts as they are not secure.* Instead, I use a free encrypted texting app called Signal. If you are interested in using this free app I provide you with a release form.

In addition, please do not call or email me in cases of emergencies. I am not an on-call clinician. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or 911 or go to your nearest emergency room and ask for the therapist and/or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name and phone number of a colleague to contact, if necessary.

## **CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a therapist. In most situations, if you are 18 years of age or older, I can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA and Illinois law. However, there are several situations in which no authorization is required. Examples are listed below. **Please see the Notice of Privacy Practices for details.**

- Consultation with other health or mental health professionals
- Teaching and supervision
- Malpractice suits or complaints
- Judicial and administrative proceedings (e.g., if you are involved in court proceedings)
- Workman's Compensations claims
- Government/Health Agency oversight
- Health Insurer payment or collection on overdue fees

**Therapists are mandated reporters.** As such, there are some situations in which I am legally obligated to take actions in order to protect you and others from harm. If these circumstances arise in the course of your treatment, I may be required to reveal information about you or your treatment without your specific authorization. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

### **Exceptions to confidentiality:**

- If I have reasonable cause to believe that a child under 18 known to me in my professional capacity may be an abused child or a neglected child, the law requires that I report this to the local office of the Department of Children and Family Services.
- If I have reason to believe that an adult over the age of 60 living in a domestic situation has been abused or neglected in the preceding 12 months, the law requires that I report this to the agency designated to receive such reports.
- If I believe that you present a clear, imminent risk of serious physical or mental injury or death to yourself, I may be required to disclose information in order to take protective actions. These actions may include seeking your hospitalization or contacting family members or others who can assist in protecting you, such as friends or the police.
- If you have made a specific threat of violence against another or if I believe that you present a clear, imminent risk of serious physical harm to another, I may be required to disclose information in order to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking your hospitalization.

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 have now or arise in the future. The laws governing confidentiality can be complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

## **PROFESSIONAL RECORDS**

All information client and clinical information, both paper and electronically, is kept according to HIPAA. For all clients, I keep a Clinical Record that includes information about reasons for seeking therapy, diagnosis, treatment goals, progress towards goals, medical and social history, treatment history, past treatment records received from other providers, professional consultations, billing records, and any prepared reports, including those to insurance carriers. In addition, I may also keep Psychotherapy Notes, which are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary, they can include the contents of conversations, my analysis of conversations, and how they impact treatment. They may also contain sensitive information revealed to me that is not required to be included in your Clinical Record. These Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of Psychotherapy Notes without your authorization. Both sets of records can be misinterpreted and/or be upsetting to untrained readers. For this reason, if you request to review them, I recommend that you do so in my presence, or have them forwarded to another mental health professional to discuss their contents. In most circumstances, I am allowed to charge a copying fee of \$2 per page.

## **CLIENT/PATIENT RIGHTS**

HIPAA provides you with several rights with regard to your Clinical Records and disclosures of PHI. These rights include requesting amendments to your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of PHI that you have neither consented to nor authorized; having any complaints you make about policies and procedures recorded in your records; and the right to a paper copy of this Agreement and Notice of Privacy Practice. I am happy to discuss these rights with you.

## **MINORS & PARENTS**

Patients under 13 years old and their parents should be aware that the law allows parents to examine their child's treatment records. Parents of children between 13 and 18 cannot examine their child's records unless the child consents and I find no compelling reasons for denying this access. Parents are entitled to information concerning their child's current physical and mental condition, diagnosis, treatment needs, services provided, and services needed. Since parental involvement is often crucial to successful treatment, in most cases, I require that patients between 13 and 18 years old and their parents enter into an agreement that allows parents access to certain additional treatment information. If everyone agrees, I will provide parents with general information about the progress of their child's treatment and his/her attendance at scheduled sessions. Any other communication will require the child's authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

## **BILLING AND PAYMENTS**

As mentioned above, you will be expected to pay for each session at the time it is held, unless we agree otherwise or you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I 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, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court, which will require me to disclose otherwise confidential information. 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 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 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. **However, you (not your insurance company) are responsible for full payment of my fees. It is important that you carefully read the section in your insurance coverage booklet that describes mental health services. As well, it is recommended that you call your insurance company to find out exactly what mental health services your insurance policy covers.** *Both the client and the person (spouse or parent) who is the primary insurance carrier that the client is covered under MUST sign the Signature Page indicating your compliance.*

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 or limit the number of sessions available. It may be necessary to seek approval for more therapy after a certain number of sessions. There are no guarantees that such requests will be granted. Once we have all of 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 your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described.

Health insurance companies require that you authorize me to provide relevant information regarding rendered services. If you seek reimbursement for services through your health insurance company, your signature on the Signature Page will indicate the authorization which allows me to provide such information, including a clinical diagnosis. Sometimes I am required to provide additional information such as treatment plans or summaries. I will make every effort to release only the minimum information necessary. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands.

**PLEASE SIGN THE SIGNATURE PAGE TO INDICATE THAT YOU AGREE TO ABIDE BY THE TERMS SPECIFIED IN THIS DOCUMENT.**