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## **Client Services Agreement**

This document (the Agreement) contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and client rights with regard to the use and disclosure of your Protected Health Information used for the purpose of treatment, payment, and health care options. The federal law requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of your personal health information 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 your signature acknowledging that you have received this information. It is very important that these documents are read carefully. When this document is signed, it will represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding unless I have taken action in reliance on it; if there are obligations imposed on me by our health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations that have been incurred.

### **Psychological Services**

Psychotherapy is a process in which individuals develop a greater understanding of themselves and how that relates to the world in they interact and live. It varies depending on the personalities of the psychologist and client, and the particular problems one is experiencing. There are many different methods that may used in order to improve the problems you hope to address. Psychotherapy calls for a very active effort on your part. In order for therapy to be most successful, you will need to work on issues we talk about both during our sessions and at home. Therapy often involves discussing unpleasant aspects of your life, and hence, may evoke some uncomfortable feelings. As these feelings arise, coping strategies are taught and utilized to diminish discomfort. Psychotherapy has been shown to have many benefits, which may include, improved relationships, solutions to specific problems, and significant reduction in feelings of distress.

Our first session will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer some first impressions of what our work will include should you decide to continue therapy. It would be helpful to evaluate this information as well as your own opinions of whether you feel comfortable working with me.

## **Meetings**

Most major insurance companies require and pay for 45 minutes per session. My scheduled appointments generally are 50 minutes in duration and are scheduled on the hour, unless otherwise specified. Frequency of sessions is generally one time per week particularly at the beginning of treatment. However, there may be situations when a longer appointment time or more or less frequent schedule is appropriate. Scheduling of appointments is collaborative and responsive to a variety of needs between all parties. Once an appointment hour is scheduled payment is expected, unless 24 hours advance notice of cancellation is provided or we both agree that you are unable to attend due to circumstances beyond your control. It is important to note that insurance companies do not reimburse for cancelled sessions. Upon request, I can attempt to reschedule the appointment within the same week.

## **Professional Fees**

My session fee is \$130.00. In addition to scheduled appointments, there is a charge for other professional services that may be required. Other services include: return telephone calls lasting longer than 15 minutes, report writing, consulting with other professionals with your written consent, or preparation of records or treatment summaries. If I am required to participate in legal proceedings I require reimbursement for all of my professional time, including preparation and transportation cost, even if I am called to testify by another party. Because of the additional time required in legal involvement my fee will be determined at the time.

## **Contacting Me**

If you need to contact me, please use my office/mobile phone. That number is 248.645.2835. I am often not immediately available by phone. When I am in the office, I am generally in session and, therefore, unable to answer. If I am unable to answer, please leave a message on my voicemail. Please let me know some times you are available and a number to reach you and whether this number is confidentially secure. I will make every effort to return your call the same day or within 24 hours. If I not in the office and you need to speak with me, I am available by my office/mobile phone number listed above. If you are unable to reach me and cannot wait for a return call and feel that it is imperative that you speak to someone, contact your family physician or the go to the nearest emergency room and ask for the psychologist/psychiatrist on call.

## **Confidentiality**

The law protects the privacy of all communications between a client and a psychologist. In most situations 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. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- I may occasionally find it helpful to consult other health and mental health professionals about your case. During a consultation, the identity of the client is protected. The other professionals are also legally bound to keep the information confidential.
- In most cases, I need to share protected information with office personnel for administrative purposes, such as billing. Such individuals are bound by the same rules of confidentiality.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a client threatens to harm him/herself or is demonstrating such poor judgment that self-harm may be inevitable, I may be obliged to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

There are some situations where I am permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and there is a court order for information concerning your diagnosis and treatment, such information may not be protected by the psychologist-client privilege law.
- If a government agency is requesting the information for health oversight activities I may be required to provide it for them.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- If I am being compensated for providing treatment to you as a result of your having filed a worker's compensation claim, I must, upon appropriate request, provide information necessary for utilization review purposes.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a client's treatment. These situations are generally unusual.

- If I have reasonable cause to suspect child abuse or neglect, the law requires that I file a report with the Family Independence Agency. Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to suspect the "criminal abuse" of an adult person, I must report it to the police. Once such a report is filed, I may be required to provide additional information.
- If a client communicates a threat of physical violence against a reasonable identifiable third person and the client has the apparent intent an ability to carry out that threat in the foreseeable future, I may have to disclose information in order to take protective action. These actions may include notifying the potential victim (or if the victim is a minor, his/her parents and the county Department of Social Services) and contacting the police and/or seeking hospitalization for the client.

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.

## **Professional Records**

The laws and standards of my profession require that I keep your Protected Health Information in your Clinical Records. You may examine and/or receive a copy of your Clinical Record, if you request it in writing. Your request can be denied under the following circumstances: (1) that disclosure would physically endanger you or others, (2) that disclosure makes reference to another person (unless such other person is a health care provider) and I believe that access is reasonable likely to cause substantial harm to such other person, or (3) where information has been supplied to me confidentially by others. If I refuse your request for access to your records, you have a right of review.

## **Client Rights**

HIPPA provides several rights with regard to your Clinical Records and disclosure of protected health information. These rights include: (1) requesting that your record be amended; (2) requesting restrictions on what information from your Clinical Records is disclosed to others; (3) requesting an accounting of disclosures of protected health information that you have neither consented nor authorized; (4) determining the location to which protected information disclosures are sent (for example, if you want information from this office sent to your home/work, etc.); (5) having any complaints you make about my policies and procedures recorded in your records; and (6) the right to a paper copy of this Agreement and the attached Notice form.

## **Minors & Parents**

Client's under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. They should also be aware that clients over 14 can consent to (and control access to information about) their own treatment, although that treatment cannot extend beyond 12 sessions or 4 months. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment. Therefore, it is usually my policy to request an agreement from any clients between 14 and 18 and his/her parents, allowing me to share general information with parents about the progress of treatment and the child's attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. 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. Prior to this, I will discuss the matter with the child, and if possible, resolve any differences should any objections exist.

## **Billing & Payments**

Payment is expected for each session at the time of the session, unless there is an agreement otherwise or unless there is insurance coverage that requires another arrangement. If your account has not been paid for more than 60 days and arrangements for payments 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 legal action is necessary, the 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 health insurance policy, it may provide some coverage for mental health treatment. My billing personnel will fill out the necessary forms to assist you in receiving 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.

Health insurance companies generally require information relevant to the services that I provide to you. A clinical diagnosis is usually required; however, additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record may be required for reimbursement. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. I can provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your insurance carrier.

Once all the information about your insurance coverage is available, we can discuss what can be reasonably accomplished with the benefits available and discuss options should your benefits be exhausted prior to the completion of your treatment.

**YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE OF PRIVACY PRACTICES.**

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Client Signature

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Date