

# ERIC B. SPIEGEL, PH. D.

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## LICENSED PSYCHOLOGIST

### **Psychologist – Client Agreement**

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 licensed psychologist 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, with experience dealing with a range of concerns. I am a member of the American Psychological Association and abide by its code of ethics.

My theoretical orientation is a mixture of psychodynamic (self-psychology) and interpersonal approaches. I am also certified in clinical hypnosis by the American Society of Clinical Hypnosis (ASCH). I consider counseling 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.

#### **Meetings**

I normally conduct an initial evaluation session, which runs 55 minutes. During this time, we can both decide whether I am the best person to provide the services you need in order to meet your treatment goals. Occasionally, this evaluation period will need to be extended to the first two or three sessions if there is a great deal of initial information to be covered.

My services are by appointment only. The length of the appointment time is generally scheduled for **45** minutes, and this is known as a "clinical hour".

## Professional Fees & Insurance Reimbursement

### ➤ For Self-Pay Clients

My fee for each clinical hour is \$150. In the event that you qualify for my sliding scale (based on income and need), my fee will be reduced to the following amount: \_\_\_\_\_. In addition to weekly appointments, I will charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 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 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 your insurance plan, which means that I am considered an “out-of-network provider.” You are responsible for full payment of my fees at the time they are due. Depending upon your plan, your insurance company may subsequently partially reimburse you for out-of-network treatment.

Since you have a contract with your health insurance carrier, it has been my experience that they are more responsive to you, the insured, than to me, the provider. Therefore, I prefer that you file your own insurance claim, but I will be glad to assist you if necessary. Your insurance company probably requires diagnostic and treatment information before reimbursing you. If you wish, I will be happy to discuss with you a diagnosis that I am releasing to your insurance carrier. While a client's diagnosis is very sensitive information and is generally treated as such by insurance carriers, I cannot guarantee how any particular insurance carrier or employer respects this information. 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.

### ➤ For Aetna & Highmark Blue Shield subscribers

I participate with your plan, which means that I am an “in-network provider.” Depending upon your insurance company & plan, you most likely will have a weekly co-pay, and the insurance company will reimburse me for the remainder of the allowable fee as agreed to with your plan.

Prior to beginning therapy, it is important for you to check with your insurance company about your benefits. Every insurance plan is different. Some require pre-authorization before allowing services. Many plans do not require this pre-authorization step, but may have limits on the amount of sessions they allow per year. In addition, the co-pay for each insurance plan will vary depending upon the terms of your plan. **Therefore, it is essential that you know what your benefits are prior to beginning treatment. In the event that you are not eligible for benefits from insurance, or the insurance company refuses to pay for services, then you are liable for the billed amounts.** Examples of this could include situations where you have not yet

reached your deductible, or where you have exceeded the number of allowed sessions in a calendar year. It is your responsibility to be aware of these factors.

As a participating provider, I handle the responsibility of submitting claims to your insurance for the remainder of the fee for each session. In order for me to do so, please sign the “Authorization of Insurance Benefits” form.

Also, please be aware that insurance companies routinely require diagnostic and treatment information from their providers. They also may request further treatment records (e.g. therapy notes) be submitted to them in order to verify the accuracy of diagnoses. I cannot guarantee the confidentiality of your records once they have been submitted to the insurance company (e.g. who reviews them, where they are stored, etc.). If you are concerned with the safeguards that your company takes for your records, please contact them directly. If this is still a concern for you, you may want to consider paying for sessions out of pocket in order to avoid this issue.

## **Billing and Payments**

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement (e.g. copay). In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment plan. Payment schedule for other professional services will be agreed to when they are requested.

If your account has not been paid for more than 60 days and arrangement 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. If such legal action is necessary, its costs will be included in the claim. 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.

## **Cancellations**

**Because the appointment is reserved for you, you will be charged the full fee (\$150) if 48 hours notice is not given for a cancellation or rescheduling request (this includes no-shows).**

I will make exceptions to this policy for emergencies and illnesses, so long as the cancellation (or rescheduling request) is made more than 24 hours in advance. No exceptions – regardless of the reason – will be made for cancellations made less than 24 hours prior to the appointment. If you know in advance (more than 48 hours) that you will be unable to attend, I will make every effort to reschedule the session.

Please note that the above policy applies to all clients, even those whose insurance plans I participate with. While I am not allowed to bill your insurance for missed sessions, I am permitted to bill you directly in these instances.

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.

## Contacting Me

When I am unavailable, my telephone is answered by an answering machine. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of time when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the clinician on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary. I do not use e-mail for clinical matters, and prefer phone messages for scheduling.

## Confidentiality:

I will treat with great care all the information you share with me. It is your legal right that our sessions and my records about you be kept private. In general, I will tell no one what you tell me. I will not even reveal that you are receiving treatment from me.

In all but a few rare situations, your confidentiality is protected by state 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 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.
- *Harm to Others.* If I know that a client has a propensity for violence and the patient indicates that he/she has the intention to inflict imminent physical injury upon a specified victim(s), I may be required to take protective actions. These actions may include establishing and undertaking a treatment plan that is calculated to eliminate the possibility that the patient will carry out the threat, seeking hospitalization of the patient and/or informing the potential victim or the police about the threat.
- *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.

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 Pennsylvania law. However, in the following situations, no authorization is required:

- Disclosures required by health insurers or to collect overdue fees (the latter is discussed in "Billing and Payments").

- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. I 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 me to disclose information.
- 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 patient in order to defend myself.

There are two situations in which I might talk about part of your case with another therapist. I ask now for your understanding and agreement to let me do so in these two situations.

- First, 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.
- Second, 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.

## **Professional Records**

The laws and standards of my profession require that I keep treatment records. These treatment records typically include information about 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.

It is my office policy to destroy clients’ records 15 years after the end of our therapy. Until then, I will keep your case records in a safe place.

## **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 the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agree to give up access to your 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: \_\_\_\_\_