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## **OUTPATIENT SERVICES CONTRACT**

Welcome to my practice. This document contains important information about my and my associates professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

### **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 I 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 we talk about both during our 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.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our 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 me. 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 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.

### **MEETINGS**

I normally conduct an evaluation that will last from 2 to 4 sessions. 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. The first session will typically last 50-60 minutes. If psychotherapy is begun, I will usually schedule one session per week at a time we agree on. Typically these session occur in 45 minute or 60 minute sessions, although some sessions may be longer or more frequent.

Once an appointment hour is scheduled, you must provide at least **24 hour advance notice of cancellation**, as this time has been set aside specifically for you. You will be expected to pay a **late cancellation charge of \$60**, unless we both agree that you were unable to attend due to circumstances beyond your control. Please note that this charge cannot be billed to your insurance. If it is possible, I will try to find another time to reschedule the appointment within the current week.

## **PROFESSIONAL FEES**

My established fees were based on rates commonly charge by other doctoral level clinicians practicing in the Treasure Valley and are as follows:

- \$210 for (up to 2) initial interview and evaluation sessions; (\$175 for Master's level clinician)
- \$145 per individual psychotherapy hour (up to 45 minutes); (\$130 for Master's level clinician)
- \$185 per individual or family psychotherapy service that is 53 to 75 minute session (\$150 for Master's level clinician)
- \$175 for family; (\$135 for Master's level clinician)
- \$150 per hour of psychological testing, administration, interpretation and report writing
- Should you want to schedule a less traditional time slot, the charge is \$100 for 25-30 minutes
- \$45 for group therapy;
- \$125 per hour for general case management (i.e. consultation with other professionals, review of records, telephone calls, attendance at outside meetings or other professional services you may request of me). These services are typically not covered by insurances and will be discussed with you prior to their completion.
- \$150 report preparation/termination summaries.
- Participation in an outside meetings will be at the \$175/hour rate and pro-rated.
- 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. Because of the difficulty of legal involvement, I charge \$275 per hour for report preparation, travel, time spent at the courthouse, and attendance at any legal proceeding, depositions or consultation time with attorneys.

## **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless we agree otherwise, we are working under a contract with Health and Welfare (CHM or Child Protection) or unless you have insurance coverage which requires another arrangement. If you are using an insurance plan, you will be expected to pay for your co-payment at the time of service. 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 sliding fee adjustment or payment installment plan. However this must be due to true hardship and you must have no means of insurance coverage for services. There is a \$30 fee for returned checks.

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. 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 patient's treatment is his/her name, the nature of services provided, and the amount due.

Should you have a deductible to meet, you will be required to cover the full contracted rate determined by your insurance agency. This amount cannot be negotiated and is considered your full responsibility.

## **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. I will fill out forms and provide you with whatever assistance I can in helping you receive 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. In some cases the insurance companies may consider certain services as not reasonable or necessary or may determine that services are not covered. In such cases you will be responsible for payment of these services. I charge our clients the usual and customary rates for the area. Clients are responsible for payments regardless of any insurance company's arbitrary determination of usual and customary rates.

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 I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, I 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. Although it is rare, some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my 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 me to provide them with a clinical diagnosis. Sometimes I 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, I 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. I will provide you with a copy of any report I submit, if you request it.

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 our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above [unless prohibited by contract]. Payment methods accepted include cash, check or credit cards.

### **CONTACTING ME**

I am often not immediately available by telephone and probably will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by voice mail, which I monitor frequently. 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 some times when you will be available. In emergencies, you can try me on my cell phone, 208-514-6335, and I will return your call as soon as possible. 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 psychologist 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. We will review the limits to confidentiality within our first session regarding texting and email, including encrypted and non-encrypted email.

### **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records, or I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents or review them with another trained mental health professional. Patients will be charged an appropriate fee for any professional time spent in responding to information requests.

### **MINORS**

If you are under eighteen years of age, and we are meeting individually, 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 not to access your records unless you, too, are in agreement. Typically we will all meet together and agree on various topics that your parents agree to allow you confidentiality versus areas that the family agrees should be topics of discussion. 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. Other limits of confidentiality are described in the section below. 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, should this be desired by you or your parents. 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 with what I am prepared to discuss. When possible and appropriate, it is my preference that the minor and adult both be present when information is being disclosed to the parent so that the patient-therapist relationship be minimally impacted.

### **CONFIDENTIALITY**

In general, the privacy of all communications between a patient and a psychologist or counselor is protected by law, and I can only release information about our work to others with your written permission. But there are a few exceptions.

In recent years, it has become apparent that cell phones, fax machines, text messages, emails and even house phones can be monitored by outside agencies and by the government. Please know that I cannot guarantee that these means of communication are fully confidential as I cannot control the service provider, law enforcement requests or the government at large. Please be conscious of what information you choose to discuss within these means of communication and use appropriate judgment. If you would like to email me, I do offer a way, via my website ([www.drsturgeonfreitas.com](http://www.drsturgeonfreitas.com)) to send and receive encrypted emails. I strongly recommend you use this rather than your usual method of emailing. It is also my recommendation that we use a more secure form of texting such as with the Signal App. We will review this further within our first session together.

Therapists employed in this practice to accrue hours will need ongoing supervision of all of their cases. Confidential information may be exchanged in these supervision appointments to ensure appropriate supervision. Both the supervisor and the therapist in training remain legally bounded to protect your confidential information unless a legal situation bounds us to break that confidentiality (as described below).

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient's treatment. For example, if I believe that a child, elderly person, or disabled person is being abused, I must file a report with the appropriate state agency.

If I believe that a patient is threatening serious bodily harm to another, I am 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, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

These situations have rarely occurred in my practice. If a similar situation occurs, I will make every effort to fully discuss it with you before taking any action.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

In addition to these limits stated above, I have prepared a separate Notice of Privacy Policies in accordance with the Federal standards established with the Health Insurance Portability and Accountability Act (HIPAA). You will need to review and acknowledge your review of those policies, prior to therapy services beginning. This is in addition to reviewing the policies stated in this Outpatient Services Contract.

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 may have at our next meeting. I 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 I am not an attorney.

#### **TERMINATION OF SERVICES**

At some point in time, you or your child will be ready to discontinue therapy services. Ending the therapeutic relationship should never be done causally and can be a valuable part of the therapeutic process. While either party is free to discontinue services at any time, it is recommended that we discuss the timing of this act so that an appropriate plan for discharge can be developed. Please note that the "best interest of the client" is the rule that best guides the timing of termination. It is especially important that enough time and carefully consideration be taken to appropriately terminate services with children.

However, there are situations in which we may terminate your case and close your file without an in person termination. For example, Dr. Sturgeon Freitas can terminate a client non-voluntarily if: A) the client verbally, physically, sexually, or legally threatens Dr. Sturgeon Freitas or others within the building; B) carries weapons, comes intoxicated, or engages in illegal acts at my office, and/or C) client refuses to comply with the stipulated rules, treatment recommendations,

