



PINEYWOODS

PSYCHOLOGICAL SERVICES

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PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

Welcome to my practice! 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 new federal law that provides new privacy protections and new patient 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 I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI 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 that I obtain your signature acknowledging that I have provided you with this information at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also 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 are experiencing. 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 many benefits. 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. If psychotherapy is begun, I will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) at a time and frequency we agree on, although some sessions may be longer or more frequent. Much improvement can often be seen in 3-4 months, though some issues may require more or less time. The average length of time for my style of therapy is 8-12 sessions, though we will discuss and agree upon the duration of your care. Your comprehensive assessment, provided following the initial consultation, will outline the expected course of treatment based on your unique needs. As with all treatment issues, your input will be essential to this plan. **Once an appointment is scheduled, you will be expected to provide 24 hours advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control]. If you fail to provide advanced notification of cancellation, you will be charged \$130 for the hourly rate. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.** If it is possible, I will try to find another time to reschedule the appointment.

PROFESSIONAL FEES

Fees for services are as follows:

Initial consultation session (90 minutes)- \$190

Individual session (50 minutes)- \$130

Brief Consultation (<30 minutes)- \$60

Group session (50 minutes)- \$30

Fees for psychological assessment or reports will be determined on an individual basis and will be discussed with you in advance.

** Student and Veteran discount may be available upon request.*

In addition to weekly appointments, I charge a general hourly rate of \$130 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, consulting with other professionals with your permission, 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 all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. [Because of the difficulty of legal involvement, I charge \$150 per hour for preparation and attendance at any legal proceeding.]

Please make checks payable to *Pineywoods Psychological Services*. There will be a returned check fee of \$25. I also accept all major credit cards.

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 from one of the programs I contract with (see section below), at which time you will be expected to pay your assigned copay. Payment schedules 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 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

patient'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

I am an in-network provider for Tricare, CHAMPVA, Veteran's Choice, United, Medicare, and Medicaid. For all other insurance companies, I am an out-of-network provider. 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. You will need to find out what reimbursement your policy allows for out-of-network providers. 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 at the time of the session. It is very important that you find out exactly what out-of-network mental health services your insurance policy covers.

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 much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. 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 your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical

diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. 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. By signing this Agreement, you agree that I can provide requested information to your carrier.

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 above.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. I generally will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by voicemail that I monitor frequently or by my Office Manager, who knows where to reach me. 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. 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 mental health provider 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.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient 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 a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The

other professionals are 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. I will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).

- You should be aware that I employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- I also have contracts with other mental health providers. As required by HIPAA, I have a formal business associate contract with this/these business(es), in which it/they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of these organizations and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient seriously 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. Texas law provides that a professional may disclose confidential information only to medical or law enforcement personnel if the professional determines that there is a probability of imminent physical injury by the patient to the patient or others, or there is a probability of immediate mental or emotional injury to the patient.

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 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 (or your legal representative's) 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 patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim, I must, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought.

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 patient's treatment. These situations are unusual in my practice.

- If I have cause to believe that a child under 18 has been or may be abused or neglected (including physical injury, substantial threat of harm, mental or emotional injury, or any kind of sexual contact or conduct), or that a child is a victim of a sexual offense, or that an elderly or disabled person is in a state of abuse, neglect or exploitation, the law requires that I make a report to the appropriate governmental agency, usually the Department of Protective and Regulatory Services. Once such report is filed, I may be required to provide additional information.
- If I determine that there is a probability that the patient will inflict imminent physical injury on another, or that the patient will inflict imminent physical, mental or emotional harm upon him/herself, or others, I may be required to take protective action by disclosing information to medical or law enforcement personnel or by securing hospitalization of the patient.

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.

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

EMERGENCY PROCEDURES

If you need to contact me between sessions, you may call and leave a message and your call will be returned as soon as possible. However, I may not be available to return your call immediately.

Therefore, in case of an emergency, please contact your local emergency 911 or the National Crisis Lifeline at 1-800-273-8255. An emergency may be any time you are feeling overwhelmed, hopeless, or out of control. If at any time you have thoughts of suicide or homicide, are concerned about your risk for hurting yourself or someone else, or fear for your safety in any way, please contact emergency services immediately. Once you are in a safe location, feel free to contact me or give my contact information to the medical staff so they can give me an update on how you are doing. If you anticipate needing after hours services regularly, please let me know and an individualized emergency safety plan can be identified in session.

If there is an emergency in session, such as a medical crisis, I may contact your emergency contact, your primary care provider, or emergency services.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others, you may examine and/or receive a copy of your Clinical Record if you request it in writing. You should be aware that pursuant to Texas law, psychological test data are not part of a patient's record. 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. In most circumstances, I am allowed to charge a copying fee of up to \$2 per page (and for certain other expenses).

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures.

MINORS & PARENTS

Patients 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. However, if the treatment is for suicide prevention, chemical addiction or dependency, or sexual, physical or emotional abuse, the law provides that parents may not access their child's records. For children between 16 and 18, because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is my policy to request an agreement from the patient and his/her parents that the parents consent to give up their access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her 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. 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.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

YOUR SIGNATURE ON THE CONSENT FOR TREATMENT FORM 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 FORM DESCRIBED ABOVE.

Rev. 4/14

Consent for Treatment

I authorize and request that Dr. Sydney Kroll complete any mental health assessment, treatment, and/or diagnostic procedures which now or during the course of my care are advisable. I understand that the purpose of these procedures will be explained to me upon my request and subject to my agreement. I also understand that while the course of psychotherapy is designed to be helpful and lead to improvements in my life, it may at times be difficult and uncomfortable. I agree to inform Dr. Kroll immediately of any increases in my symptoms as well as any thoughts of hurting myself or someone else. I authorize Dr. Kroll to contact emergency services and/or my emergency contact in the case of an immediate crisis when it is in the best interest of my health. I commit to remaining active in my own treatment, including attending scheduled sessions, completing between-session assignments, sharing openly with my doctor, and providing feedback about how treatment is helping or not helping me. I understand that therapy is a joint effort between the psychologist and the client, the results of which cannot be guaranteed. I know that I can end therapy at any time I wish and that I can refuse any requests or suggestions made by Dr. Kroll. I further agree to make a commitment to living a valued life and allowing positive change in my life.

By signing below, I am indicating that I have read and understand the forms in the information packet and the informed consent statement above, and that any questions I have about this document and/or the therapy process have been answered to my satisfaction. I am hereby agreeing to enter into a professional therapeutic relationship with Dr. Sydney Kroll and will be responsible for the payment of all professional fees.

Client signature _____ Date _____

Full Name (please print) _____

RESPONSIBILITY FOR PAYMENT

I agree to accept responsibility for payment of all professional fees incurred for services provided to: _____.

I have read and understand the office policies described on a separate form.

Signature: _____ Date: _____

Name and Address: _____

Telephone: _____

Email: _____

For In-Network beneficiaries:

Insurance Company: _____

Policy Number: _____

Name of Insured: _____

DOB: _____

Frequently Asked Questions

What happens at the first appointment?

Our initial session is considered a consultation. It will last approximately 60-90 minutes, and will consist of a review of the information packet, a brief discussion of what brings you to therapy, and identification of your treatment needs and goals. I will also discuss with you my model of treatment and how it can be applied to your situation. Completing the background questionnaire prior to the appointment will ensure we have sufficient time to review your needs. By the end of the session, you and I will determine if working together is the best option for you. If so, you will complete consent for treatment and we will schedule our next session. Sometimes, however, we decide that another treatment provider or service would be more effective for you. This may be for a number of reasons, such as another provider with an expertise in your area of need, scheduling conflicts, or simply our lack of “fit.” Research indicates a significant component of effective psychotherapy is derived from the “fit” between the client and the therapist.

Psychotherapy involves a large commitment of time, money, and energy, so you should be very careful about the clinician you select. Therefore, it is very important to me if we are to work together that you feel comfortable and confident in our working relationship. If you have questions about my procedures, we should discuss them whenever they arise. If it is determined for any reason I am not the best option for you, I will provide you with assistance in obtaining referrals to other services. No matter the outcome of the initial consultation session, I will provide you with a formal written report within 2 weeks of our appointment, including my assessment of your current diagnosis and treatment recommendations. I believe strongly in the importance of advocating for oneself and one’s medical care, and this information will assist you in that process.

How long do sessions last?

The initial intake session usually lasts for 60-90 minutes. Individual sessions generally last for 50 minutes, though some brief consultation sessions may last for less than 30 minutes.

Psychological assessments range greatly in length, but average 3-4 hours.

What if I'm late or can't come?

Your scheduled appointment is time set aside for you. If you are going to be late for session, please call to let me know and I will wait for you so we can at least complete the remainder of your session. However, you will be charged for a full session. If I do not hear from you by 15 minutes past your appointment time, I will assume you are not coming. If you are unable to attend the session at all, please call at least 24 hours prior to our scheduled time to allow another person to use that time. Please see attached Payment Information form for cancellation/no-show policy.

Do you accept insurance?

I accept direct payments from Medicare, Tricare, and CHAMPVA. If you have one of these policies, I am required by law to accept your full co-pay amount, and am unable to offer discounts on this. I am an out-of-network provider for other insurance companies, meaning that you may request reimbursement from your insurance company for my services. The exact amount of this depends on your specific policy, but most companies will reimburse you a portion of my fee minus your coinsurance amount. However, full payment is required at the time of the service. I am happy to provide you with a receipt and information necessary to assist you in obtaining reimbursement from your insurance provider. Please carefully review your insurance policy, specifically any requirements regarding out of network services by a Clinical Psychologist and preauthorization for services. There is additional information on my website about this process.

What are your qualifications?

I earned my undergraduate degree in Psychology and Women's Studies at the University of Texas at Austin, and then went on to complete my master's and doctoral degrees in Clinical Psychology at Baylor University. I am fully licensed in the State of Texas (Lic # 34032) and identified as a Health Service Provider in Psychology by the National Register of Health Service Providers. I have been active in my state and national professional organizations, as well as volunteering with community disaster response and serving as a gubernatorial nominee on the Crime Victims Advisory Council. I am currently on the Board of Trustees of the Texas Psychological Foundation and the Texas Psychological Association. I have worked in various

settings around the state, including the University of Texas at Austin, Baylor University, Austin/Travis County MHMR, forensic settings, and the Veterans Health Care System.

For complaints or reports of ethical violations, please contact the Texas State Board of Examiners of Psychologist at (512) 305-7709 or online at <http://www.tsbep.state.tx.us/>. You may also call the Health Professions Council toll-free complaint referral system at 1-800-821-3205.

Don't psychologists just work with people who are really sick? Does this mean I am "crazy?"

According to the National Institute of Mental Health, one-third of adults in the United States seek professional help for an emotional or substance abuse problem. Nearly 25 percent of the adult population suffers at some point from depression or anxiety. Along with joy and love, pain and sadness are often an essential part of the human condition. These experiences are common across all people. Despite this, many still experience a pervasive stigma against acknowledging psychological pain and/or seeking help with this. All the more reason to congratulate you for taking this step!

People begin psychotherapy for many reasons at various times in their lives. Some just experience a vague sense of unhappiness or dissatisfaction. Others are overcome by intense depression or anxiety. For some people, their actions (such as drinking or anger) are hurting themselves or those they love. Relationship conflicts with family members or coworkers at times become overwhelming. Life changes, even those considered to be positive, can result in anxiety and confusion. The struggles we go through are immeasurable, and there are times when we could all benefit from help in managing life's challenges.

Psychological treatment is not reserved only for those with severe mental illness or emotional complaints. In fact, many people seek treatment from a mental health professional for so-called "physical" conditions, such as pain or medical conditions (i.e., diabetes, hypertension, cancer).

Does psychotherapy work?

Numerous studies show that most people who have at least a few sessions of psychotherapy are far better off than untreated individuals with emotional difficulties. One major study showed that

50 percent of clients noticed improvement after eight sessions of therapy, with 75 percent of clients improved by the end of six months. Psychotherapy is not only effective for emotional difficulties. Mounting research supports the idea that emotional and physical health are closely linked, and psychotherapy has been shown to improve a person's overall health status. For example, following cardiac surgery, patients who received some form of psychotherapy had better recovery rates than those who did not. When available, I use “empirically supported treatments,” which are the techniques and protocols that research tells us are the most effective. I also stay up to date on the latest developments in the field, and adjust my practices according to what is state-of-the-art.

The most important determination of “what works,” though, is your own experience. What works for some people doesn’t work for others. Therefore, we will review your treatment goals and progress toward these goals regularly to ensure the work we are doing is helping you.

Will I have to be in therapy forever?

As noted above, we will work together to establish your specific treatment plan and will review this regularly based on your response to the treatments. However, most of the empirically based treatments I use require only 8-12 sessions. I generally do not offer long-term psychotherapy.

Why should I pay to talk to you when I can talk to my family or friends for free?

Psychological treatment is a significant investment, both in your money and your time. However, remember that the issue or issues bringing you to treatment have often been with you for a very long time, and likely have resulted in stress and losses in many areas of your life. You may have even spent a large amount of money trying to “fix” your life, only to end up in the same place with the same (or worse!) problems. The opportunity to greatly (and potentially permanently) improve your life and your relationships is worth much more than you will pay for this treatment. Psychotherapy is not the same as talking with friends or family members. There can be great value in that kind of support, and I will likely encourage you to seek out such resources to supplement our work together, in addition to other supports like faith based services, recreational activities, and community groups. However, our work together will be focused on providing specialized treatments for your specific presenting problem. While it may seem at times like we

are “just talking,” there should always be a purpose and plan behind the discussions, based on my extensive training and clinical experience. If at any time you are uncertain about why we are doing something, please let me know immediately so we can discuss it.

I'm not used to talking about my emotions. Do I have to do this in session?

This is a very common concern for individuals new to psychotherapy. The media and movies often portray therapy in a rather exaggerated manner. While the work we will be doing is very important and may at times feel intense, you are always in control of your own change process. Furthermore, it is not at all expected or desired that you feel 100% comfortable to share completely openly the first session. The development of trust in the therapeutic relationship is a gradual process, and one that I will work diligently to assist you with. Because emotional experiences are often at the core of what brings people to psychotherapy, it will likely be essential that we explore emotions. However, my goal is to help you succeed in your life in your own way, and the strategies we use in session will be based on your style of relating.