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Psychologist-Client Services Agreement

Welcome to the practice of Dr. David L. Raffle, PhD. This document contains important information about our professional services and business policies, and summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights regarding the use and disclosure of Protected Health Information (PHI) used for the purpose of treatment, payment and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment, and health care operations. When you sign this agreement, it will also represent an agreement between us, which will create a clear framework of our work, avoid misunderstanding, and strengthen our working relationship.

Payment (cash, debit card, or credit card):

Payments (for private pay or insurance copay/deductible payments) for both evaluations and psychotherapy are due at the beginning of each session, so that remainder of our sessions can be devoted exclusively to our work together.

Cancellation Policy:

When you set an appointment date and time, the office is required to pay for space, treatment plans, and time blocked out from other clients. It is important to note that insurance companies do not reimburse for cancelled sessions. As a protective measure for our practice, we require that you give at least 12 hours advance notice if you need to cancel an appointment: before 6pm for next-day morning appointments, and before 12am for next-day afternoon appointments. We require a credit card authorization and will charge \$50.00 for each for late cancellation or missed scheduled session.

Cell Phones:

We ask that you please be respectful of our time together, so please be sure that your cell phone is either turned off or on silent mode during our sessions.

Psychotherapy:

Therapy 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 for people who follow through with 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. That is because psychological change is largely individual and depends on your sustained commitment, flexibility, and honesty with yourself and even sometimes your courage. You will be provided with support, empathy, and confrontation of your patterns and resistance to assist you with the goals of change.

Commitment to Therapy:

Our initial session(s) involves a complete history and evaluation of your treatment goals. Because therapy involves a commitment of time, money, and energy, you should carefully consider if we are the right choice for you. Regular weekly appointment times will be scheduled in advance, with sessions lasting 50 minutes. On rare occasions, more frequent meetings may be recommended to facilitate more intensive work on deeper psychological issues.

If the therapist arrives late, you will always be given your time. If you are late, this may cut into your session, as we are often tightly booked and it is unfair to take away from other clients' time. Please allow enough time to get through traffic, park, and arrive at our sessions on time.

As therapy progresses and we begin to see that your goals are being met, therapy may be reduced to twice monthly or monthly, with the long-term goal of easing you toward ending therapy when you feel confident that you can control your own life and your own choices. You are more than welcome to schedule occasional future sessions to "catch up" as needed.

Contacting Me:

We can be reached at 800-450-9799. Due to our work schedule, we are often not immediately available by phone. We will not answer the phone when we are with clients, but we do check our messages frequently during the business day. When we are unavailable, our telephone is answered by voicemail. We will make every effort to return your phone call the day you make it. On weekends, we monitor voicemail less frequently, and will most likely contact you the following Monday. If you have an emergency and cannot call us, please call 911 or your nearest emergency center and ask for the psychologist/psychiatrist on call.

Limits of Confidentiality:

The law protects the privacy of all communications between a client and a therapist. In most situations, we can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by state law. But, there are some situations where we are permitted or required to disclose information without either your consent or authorization:

We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of our clients. The other professionals are also legally bound to keep the information confidential. We normally will not tell you about these consultations unless we feel that it is important to our work together, or you tell us that it is important for you to know. We will note all consultations in your clinical record (which is called PHI in our notice of psychologist policies and practice to protect the privacy of your health information.). Disclosure required by health insurers are discussed elsewhere in this agreement.

Based on the Tarasoff law, if you state your intention to physically harm a reasonably identifiable victim, we are obligated by law to inform the police as well as the intended victim.

If you are involved in a court proceeding and a request is made for information about the professional service that we have provided you and or the records thereof, such information is protected by doctor/client privilege law. We cannot provide any information without your (or your legally appointed representative's) written authorization, a court order, or compulsory process (a subpoena) or discovery request form another party to the court proceeding where that party has given you proper notice (when required) has stated valid legal ground for obtaining PHI, and we do not have grounds for objecting under state law (or you have instructed us not to object). If you are involved or are contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information.

If a government agency is requesting the information for health oversight activities pursuant to their legal authority, we may be required to provide it for them.

If a client files a complaint or lawsuit against us, we may disclose relevant information regarding that client in order to defend ourselves. If a client files a worker's compensation claim, we must, upon appropriate request, disclose information relevant to the claimant's emotional condition to the worker's compensation insurer.

There are some situations in which we are legally obligated to take actions that we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a client's treatment. These situations are unusual in our practice:

Child Abuse Mandated Reporting: If we have observed or reasonably suspect that a child under 18 has been the victim of child abuse or neglect, the law requires that we file a report with the Department of Child and Family Services. We also may make a report if we know or reasonably suspect that mental suffering has been inflicted upon a child or that his or her emotional well-being is endangered in any other way. Once such a report is filed, we may be required to provide additional information.

Elder (65+) Abuse Mandated Reporting: If we observe or have knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, or financial abuse, or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, the law requires that we report to the appropriate government agency. Once such a report is filed, we may be required to provide additional information.

If any of the above exceptions to confidentiality or privilege arises, we will make every effort to fully discuss it with you before taking any action and we will limit our disclosure to the minimum information 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; in situations where specific advice is required, formal legal advice may be needed.

Insurance:

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. Our office accepts Medicare, Medi-Cal, Blue Cross, and Blue Shield insurance; for other plans we can provide you with a superbill that you can submit to your insurance company. It is very important that you find out exactly what mental health services your insurance policy covers. Please note that you – not your insurance company – are responsible for full payment of our fees at the beginning of each session.

You should also be aware that your contract with your health insurance company requires that we provide it with information relevant to the services that we provide to you. We are required to provide a clinical diagnosis, and sometimes additional clinical information such as treatment plans or summaries, or copies of your clinical record for quality assurance. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. By signing this agreement, you agree that our office can provide requested information to your carrier, if you choose to use your insurance as a payment resource for sessions.

By signing below, I agree that I have read the above notice and agree to all terms and conditions:

Signature

Printed Name

Date