



Empire Psychological Services
118 W. 79th Street, Suite 1A
New York, NY 10024
P: 917-960-7744 | F: 303-362-8268
EIN: 81-2787334

Christa D. Labouliere, Ph.D.
Chief Clinical Psychologist, #21453
NPI#: 1144684739

Client Services Agreement & Informed Consent

OVERVIEW

Welcome to my private practice. This document 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 patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

PSYCHOLOGICAL SERVICES

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights of which you should be aware. As your psychologist, I have corresponding responsibilities to you. These rights and responsibilities are described below.

Therapy is a way of talking through your problems in order to begin resolving them. Psychotherapy is not like a medical doctor visit. Instead, you will need to play a very active role in deciding on treatment goals, discussing how to pursue those goals, and practicing new skills outside of session. Depending on the particular problems you bring forward, there are many different methods I may use to help, and a number of new skills I will teach you so that you can begin to better manage your problems on your own. In order for therapy to be most effective, you will have to think about and practice the things we discuss both during our sessions and at home in between sessions.

Therapy has been shown to have many benefits. You will likely learn to cope better with difficult emotions and situations, and communicate better with others. Therapy often leads to better relationships, solutions to specific problems you are facing, and significant reductions in feelings of distress. However, there are no guarantees of what you will experience, and at times a therapy session may cause you to experience uncomfortable feelings, such as sadness, anger, anxiety, frustration, or loneliness. While I cannot prevent the experience of these emotions, I will help you to develop tools to cope with these feelings.

Our first session will be a formal evaluation of your needs and, depending on the complexity of your problems, this evaluation may take a few sessions. By the end of the evaluation, I will be able to offer you some impressions of what you are experiencing, and what our work together will include if you decide to continue with therapy. You should consider this information very carefully, along with your opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so it is critical that you feel comfortable working with any therapist you select. If you have questions or concerns at any point, you should feel free to discuss them with me.

APPOINTMENTS

With every new client, I conduct a thorough psychological evaluation that takes approximately an hour and a half. Thus, for your first session, you should plan to be at my office for at least two hours. This time will involve the review and completion of forms and questionnaires, as well as a clinical interview where I will ask about your history, thoughts, emotions, behaviors, and experiences you have had. If your experiences are complex or you need more time to tell your story, this evaluation may take longer than one session. By the time the evaluation is complete, we can both decide if I am the best person to provide the services you need to meet your treatment goals.

If psychotherapy is begun, we will collaboratively decide on treatment goals and which problems to focus. We will typically meet once per week for 50 minutes at an agreed upon time, although sometimes sessions may be longer or more frequent if you need them to be. To schedule a session, please call or text (917) 960-7744 with your name and requested appointment date and time; however, please note that your appointment is not officially scheduled unless you speak to me directly or you have received a confirmation email or text. Once an appointment is scheduled, you will be expected to pay for the session in full, unless you provide 24 hours advance notice of cancellation (or we agree that you were unable to attend due to circumstances beyond your control). If it is possible, I will try to find another time to reschedule your appointment. You are also responsible for coming to your sessions at the agreed-upon time; if you are late, your appointment will still need to end on time so as not to inconvenience other clients.

Therapy is conducted at one of my offices. My primary office is located in the Upper West Side neighborhood of Manhattan at 118 W. 79th Street Suite 1A, New York, NY 10024. My secondary office is located on the Columbia University Medical Center campus at 722 W. 168th Street, Suite R244 New York, NY 10032. Appointments at the Upper West Side location are available on Tuesdays, while appointments at the CUMC location are available on Thursdays. Other days may also be available upon request. On certain occasions, you may wish to conduct a session at a different location, such as your home or school; this can also be arranged if advance notice of a week is given.

PROFESSIONAL FEES, BILLING, & PAYMENTS

For the psychological evaluation during the intake process, a one-time fee of \$500 is charged. All other services are billed hourly (50 minutes of therapy, plus 10 minutes for record-keeping, per hour). My hourly fee for an in-office therapy session is \$300, whereas a home or school visit is charged at \$450 an hour. In addition to our weekly appointments, I also charge \$300 an hour on a prorated basis for other professional services you may need, such as: report writing; telephone conversations lasting longer than 15 minutes; meetings with other professionals you have authorized; preparation of records, treatment summaries, or requests for accommodations; attendance at school, legal, or disciplinary proceedings; or any other services you request of me. You are responsible for the entirety of your payment, either paid in full at the time of the appointment or charged to the credit card on file (if you provide one with your intake materials). Payments may be made by cash, credit card, or check; checks can be made out to *Christa D. Labouliere*. There will be a \$50 fee for returned checks or credit card payments with insufficient funds.

I do not accept insurance. However, I am happy to provide you with billing statements to obtain reimbursement for out-of-network services if that is an option with your insurance company. It is always best to check with your insurance provider to learn the nuances of your specific plan and to determine if seeking out-of-network reimbursement is the best option for you. You should be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis, and sometimes I need to provide them with more detailed information such as a treatment plan, progress summaries, or copies of your records. Though all insurance companies claim to keep such information confidential, I have no control over what they do with these materials. As such, you should carefully weigh any privacy concerns you may have before submitting forms to your insurance company. I am willing to provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (and not your insurance company) are responsible for full payment of fees.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I retain 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 clients' treatment is their name, the nature of services provided, and the amount due. It is my legal right to disclose this information in the event that I need to collect overdue

payment. To avoid the need for collections, please feel free to discuss your financial situation with me so that we may come to an agreement on a payment schedule.

If your financial situation prevents you from being able to afford the full hourly fee, you are welcome to apply for one of a limited number of reduced fee scholarships available to motivated clients of limited financial means. Based on review of your application, you may or may not be determined eligible for a fee reduction (percentage of full fee). If you are determined to be eligible, you will be responsible for the entirety of the agreed upon percentage. Fee reductions are valid for six months from the date of approval, though you may reapply at that time, if desired.

CONTACTING ME

I am available by phone or text at (917) 960-7744 or email at DrChrista@EmpirePsychologicalServices.com, Mondays through Fridays 9am to 7pm. However, I am often not immediately available, as I will not answer the phone when I am with a client or in a meeting. When I am unavailable, you may leave a message on my confidential voicemail. I will make every effort to return your contact within 24 hours, excepting weekends and holidays.

You may also send me a brief email or text to discuss scheduling or request a callback, but it is my preference that we do not discuss confidential or sensitive information via email or text. This is due to the fact that even secure/encrypted emails and text messages are not completely confidential. All emails and texts are retained in the logs of your and my internet or cellular service provider. While under normal circumstances no one looks at these logs, they are potentially available to be read by the system administrator(s) of the service provider. As such, I prefer to protect your confidentiality by not discussing confidential or sensitive topics at length by email or text. If I receive an email or text that includes such topics, I will set up a session or phone call so we can discuss further.

The ethical standards of my field require that I do my utmost to protect your privacy and confidentiality. As such, it is my policy to not accept friend requests from current or former clients on social media. This is to protect your own confidentiality, so please do not be offended if I do not accept your request.

If you are experiencing an emergency or need immediate assistance, please do not call my number, as I cannot always answer immediately. Instead, call 911, a crisis hotline (800-273-8255 or 212-673-3000), or proceed to your nearest emergency room where you can receive emergency assistance.

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 a treatment summary upon written, signed request. Because these are professional records, they can sometimes be misinterpreted or upsetting to untrained readers. Thus, if you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. If you wish to share your records with others, I will need to secure written authorization from you to do so.

CONFIDENTIALITY

The laws governing confidentiality can be quite complex. In general, the privacy of all communications between a patient and a therapist is protected by law, and I can only release information to others with your written permission. This means I will share no information about you, the fact that you are my client, or any of your treatment records without written consent from you. For this reason, you should feel comfortable being open and honest in our sessions, as no one will learn of this information without your express permission.

There are a few exceptions to client confidentiality. First, in most legal proceedings, you have the right to prevent me from providing any information about your treatment. However, in some proceedings involving child custody or situations where your emotional condition is an important factor, a judge may order my testimony. I will only release the minimal amount of information required by law, and will only do so after being served a subpoena. The only exception to this stance is if a client files a complaint or lawsuit against me, wherein I may disclose relevant information in order to defend myself.

Second, if you decide to submit claims to insurance or a worker's compensation program, I will be required to disclose to them that you are a client, as well as relevant information about your treatment including (but not limited

to) the date and time of sessions, nature of treatment, and diagnosis. This information will not be released without written authorization.

Third, as a psychologist, I am a mandated reporter, which means I am required by law to take action to protect people from harm, even if it means revealing information about a client or breaking confidentiality. For example, if I believe a child, elderly person, or person with a disability is being abused, I am required to file a report with the appropriate state agency.

Fourth, if I believe a client is threatening serious bodily harm to themselves or someone else, I am required to take protective actions. In the case of harm to others, these actions may include notifying potential victims, contacting the police, or seeking hospitalization for the client. In the case of harm to self, I may be obligated to seek hospitalization or to contact friends or family members to ensure the client's safety. These situations have rarely occurred in my practice; however, if such a situation occurs, I will make every effort to fully discuss options with you before taking any action. My ultimate goal is to keep people safe, and I will work closely with you to do so in a manner that is least restrictive and most therapeutic, if possible.

Lastly, I sometimes find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing any identifying information. The consultant is also legally bound to keep the information confidential. If you do not object, I will not usually tell you about these consultations, but I will note them in your record. I also sometimes find it helpful to receive or exchange information with teachers, primary care physicians, or other health/mental health professionals who are currently treating you. However, I will not speak to any of these individuals without written authorization from you in advance, and you may revoke that authorization at any time.

PARENTS AND MINORS

While privacy in therapy is crucial to successful progress, parental involvement can also be essential for youth treatment to be effective. It is my policy to share general information about treatment planning, progress, and attendance with the parents and/or legal guardians of youth under age 18. Parents and/or legal guardians of youth also have a right to the youth's treatment records if requested. However, all other discussion of our communications will require the youth's consent, unless I feel that there is a significant safety concern. If this is the case, I will make every effort to notify the youth about the need for disclosure, and involve the youth as much as possible.

HIPPA

The Health Insurance Portability and Accountability Act (HIPAA) is a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI). Under HIPPA, I am only allowed to release your PHI for three purposes:

1. *Treatment:* If necessary, I am allowed to disclose PHI for other professionals to provide crisis coverage or consultation regarding your case. More extensive case discussion outside of crisis circumstances with outside providers requires your written permission.
2. *Payment:* If you decide to submit billing information to your insurance company, I will provide the basic minimum information necessary for treatment approval, payment authorization, and billing according to your insurance policy. Billing information will contain your name, birthdate, diagnosis, dates and type of services provided, and clinical diagnosis.
3. *Standard Office Practice:* HIPPA allows for me to engage in standard office practice, such as scheduling appointments, record keeping, phone calls, required audits, administrative services, and treatment coordination. Any other use of your PHI requires your written permission.

Exceptions to HIPPA, wherein I may release confidential information without your consent, include:

- Child abuse, elder abuse, or abuse of a disabled person
- Serious threats to health or safety
- Court orders, subpoenas, or workers compensation cases
- Licensing board investigations

As a client you have the right to:

- Put restrictions on disclosures;
- Request that we send confidential information (such as billing) to alternate locations to protect your privacy;
- Receive a listing of disclosures made;
- Request and receive a full copy of the HIPPA privacy policy;
- Submit a request to inspect, copy, or amend your records (in coordination with me);
- Restrict certain disclosures of PHI to a health plan when you pay out of pocket in full for services;
- Be notified if there is a breach of your unsecured PHI.

As a psychologist, I have the responsibility to maintain the privacy of your PHI and will notify you of any changes in our privacy policies and practices. Please note that under HIPAA, I have the right to deny your request to inspect, copy, or amend your records, but will make every reasonable effort to discuss this with you. If you feel that your privacy rights were violated, please let me know immediately so that the situation can be ameliorated.

TREATMENT TERMINATION

Ideally, therapy ends when we agree your treatment goals have been achieved. However, you have the right to stop treatment at any time. If you make this choice, referrals to other therapists will be provided and you will be asked to attend a final termination session. Professional ethics mandate that treatment only continues if it is reasonably clear that you are receiving benefit. If at any time during the course of your treatment I determine that we cannot continue, I will terminate treatment and explain why this is necessary. Sometimes legal or ethical circumstances may arise and compel me to terminate treatment, or your problems may be outside the recognized boundaries of my competencies. In these cases, appropriate referrals will be provided. Other situations that may warrant termination include: regularly becoming enraged or threatening during session; inadequate attendance; bringing a weapon onto the premises; or alcohol/drug use that interferes with progress, including coming to sessions under the influence.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ABIDE BY ITS TERMS DURING OUR PROFESSIONAL RELATIONSHIP. This serves as an acknowledgement that you have received the above notice and understand your rights and responsibilities.

Please initial the following statements:

- _____ I have read this statement in its entirety, had sufficient time to ask questions, and understand the contents.
- _____ I understand client-therapist confidentiality and its limits required by law.
- _____ I consent to release of PHI if I request billing statements to submit to insurance.
- _____ I agree to pay the fee of \$300.00 per session, unless I have made other arrangements with Dr. Labouliere.
- _____ I understand my rights and responsibilities as a client, and my therapist's responsibilities to me.
- _____ I agree to undertake therapy with Christa D. Labouliere, Ph.D.

Client Name *(Please Print)*

Date

Client Signature