

Biltmore Counseling & Psychotherapy Center

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OUTPATIENT SERVICES CONTRACT

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 at our next meeting. When you sign this document, it will represent an agreement between us.

MY CREDENTIALS

I have a Doctorate and Master's degree in Clinical Psychology from the Illinois School of Professional Psychology in Chicago, as well as a Master's degree in Business Administration. I trained at the VA Hospital, Chicago Read Mental Health Center, the Chicago Counseling & Psychotherapy Center, Horizons Community Services, and Howard Brown Health Clinic, all in Chicago; and Southwest Community Services, Cortez High School and the Arizona Department of Corrections in Arizona.

I have studied Psychodynamic, Cognitive Behavioral, Child & Family, Client-Centered, Group Therapy and EMDR. In addition I have worked with, couples, individuals, children & families, adolescents, senior citizens, veterans, and correctional inmates. I also have experience working with the following issues: Anxiety, Depression, Bipolar, ADHD, Childhood Trauma, Domestic Violence, Divorce and Separation, PTSD, Health Problems, Personality and Psychotic Disorders, Dissociative disorders, and Gender and Sexual Orientation concerns.

Besides individual, family and couples counseling, I also do psychological testing and consult with attorneys and physicians on psychological subjects.

PSYCHOLOGICAL SERVICES

Psychotherapy and Counseling are 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. It is important for you to identify your therapy goals, so that our work together can be targeted to try and achieve them. 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) per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be charged a missed appointment fee of \$35.00 unless you provide 24 hours advance notice of cancellation [unless we both 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 the appointment.] Your insurance company will not reimburse me or you for missed appointments.

PROFESSIONAL FEES

I currently am contracted with several insurance companies, and accept the contracted rate that I have with them. My non-insurance initial appointment fee is \$225. In addition my hourly counseling and psychotherapy fees are \$135.00 per session. I charge \$150.00 per hour for other professional services you may need, though I will break down the hourly cost into 15 minute increments, if I work for periods of less than one hour. Other services include psychological testing, report writing, telephone conversations with other professionals, 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. [Because of the difficulty of legal involvement, I charge \$250.00 per hour for preparation and attendance at any legal proceeding. This includes travel and mileage fees, waiting time, telephone calls to you or legal representatives and time spent with lawyers or in court.]

Sometimes you, a court, or a physician or lawyer may want me to perform psychological testing on you or a family member. These outside testing requests may not be covered by your insurance company. Unless psychological testing is approved by your insurance company, you must pay for the services in advance, based on an estimate of the time needed to perform such services. If your insurance company will only pay for 4 hours of testing and you require 8 hours, you will be charged for the additional hours needed to complete your assessment.

In addition, I usually do not perform testing that is court ordered, and I evaluate such requests on a case by case basis. Most insurance companies will not pay for testing for the use in criminal proceedings, so you would have to pay for these fees yourself, in advance of the testing procedures.

BILLING AND PAYMENTS

You will be expected to pay your insurance co-pay, or my hourly fee, if you are not using insurance, for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage which requires another arrangement. You may provide me with a credit card which our office will keep on file, and we will charge your credit card weekly for your co-pay or non-insurance fees. 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 fee adjustment or payment installment plan.]

By signing this document and putting your credit card on file with us, you authorize us to charge your debit or credit card for the following services if applicable; Please initial each service indicating your agreement. We cannot work with you unless you agree to the following payment arrangements: We no longer accept cash or checks, only debit or credit cards:

- _____ Unpaid co-payments

- _____ Missed appointment fee without 24 hour cancellation

- _____ Reimbursements denied by your insurance company because you have not reached your deductible.

- _____ Reimbursements denied by your insurance company because you are not covered by insurance at the time of your treatment.

- _____ Reports or completion of forms or third party consultations that you request for obtaining disability payments or to meet legal requirements.

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.

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, obtain the authorization number that some companies require, tell them who you will be seeing, and at which office. If you have a deductible that must be met before your insurance pays for services, then you will be responsible for paying my services at the insurance rate I am contracted with at your insurance company rates until you have met the deductible with your company

You should carefully read the section in your insurance coverage booklet that describes mental health services. Many companies use one insurance company for health coverage and another company for mental health coverage. Deductibles for mental health coverage may be different than deductibles for medical coverage. 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. If your insurance

company does not pay me within 90 days of our filing your claim, then you will be responsible to pay me, and collect your reimbursement directly from your company.

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 HMO's and PPO's often require authorization before they provide reimbursement for mental health services. This is always the case with Employee Assistance Plans (EAP's).** Insurance 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. [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. You will be required to pay my normal hourly rate for the time spent providing insurance companies with copies of your records.

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]. Usually, insurance companies will pay for a 45-50 minute session therapy session, one per day. If you should need a longer session or more than one session per day, you are personally liable for the extra minutes in 15 minute increments at the rate of 35.00 per 15 minute time period.

CONTACTING ME

I am often not immediately available by telephone. While I am usually in my office between 1 PM and 8 PM Tuesday through Saturday, I will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by voice mail. I will make every effort to return your call on the same day you make it, with the exception of holidays or vacations. If you are difficult to reach, please inform me of some times when you will be available. I can frequently be reached by email at (dr.michaelmcgowan@yahoo.com) or text message at 480-225-3236. For appointment cancellations, it is better if you call and leave a voice message or send me a text. 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 [psychiatrist] 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.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of the records unless I believe that seeing them would be emotionally damaging, in which case I will be happy to send them to a mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. I recommend that you review them in my presence so that we can discuss the contents. Patients will be charged an appropriate fee for any time spent in preparing information requests or reviewing records.

MINORS

If you are under eighteen 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. 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.

CONFIDENTIALITY

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

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. I do not do custody evaluations and the court will refer you to someone if the legal system feels a psychological evaluation is needed.

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.

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.

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

Legible Signature

Date

Print name

Witness