

CASTRO PSYCHOLOGICAL SERVICES

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PSYCHOLOGIST-CLIENT SERVICES AGREEMENT

Welcome to the practice. This document (the Agreement) contains important information about my professional services and business policies. You may revoke this Agreement in writing at any time. That revocation will be binding on me, unless I have taken action already relying on it, or if you have not satisfied any financial obligations you have incurred.

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and client, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems you hope to address. In order for the therapy to be most successful, you will have to work on things we talk about during our sessions as well as on your own between sessions.

Psychotherapy can have benefits and risks. There are no guarantees of what you will experience. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. On the other hand, since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like anxiety, sadness, guilt, anger, frustration, loneliness and helplessness.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you my 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 ultimately select. If you have questions about my procedures, we should discuss them whenever they arise. If doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

TELEPSYCHOLOGICAL SERVICES

During the course of our treatment we may not be able to meet face-to-face for a session, or, in some cases, we may elect to teleconference from the beginning of treatment. Telepsychology is an emerging field, and as such carries with it some benefits as well as risks in comparison to face-to-face psychotherapy. In particular, there is the risk of privacy problems with broadcast conversations (e.g., overheard wireless phone conversations or captured Internet transmissions). I will make every effort to secure your information; however, by accepting this Agreement you acknowledge the inherent risk in conducting telepsychology. I use the program VSee for teleconferencing. To sign up and download the program please go to <https://vsee.com/> and follow the directions for account setup and installation. Once you have signed up and have the program running you can add me as a contact using my email address: drfrankcastro@gmail.com.

SESSIONS

I normally conduct an evaluation that will last from two to four 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 fifty (50) minute session per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment is scheduled, you will be expected to pay for it unless you provide 48 hours advance notice of cancellation, unless we both agree that you were unable to attend due to circumstances beyond your control. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. Likewise, if I am unable to keep an appointment with you within the 48-hour cancellation period, you will not be charged for that session, and I will reschedule you for my earliest opening.

TELEPHONE CONTACT

Due to my work schedule, I am often not immediately available by telephone. I do not answer the telephone when I am with a client. When I am unavailable, my telephone is answered by voicemail that I monitor frequently. I will make every effort to return your call on the same day you place it. This may not always include weekends or holidays. If you have an emergency that cannot reasonably wait until the end of the business day, you are urged to call 911 or contact the nearest emergency room and ask for the psychiatrist on call.

EMAIL CONTACT

I use email communication only with your permission and for administrative purposes unless we have made another arrangement. Please do not email me about clinical matters because email is neither 100% secure nor a timely way to contact me. This means that email exchanges with my office should be limited to administrative matters like setting and changing appointments, billing and other related issues. If you need to discuss a clinical matter with me, please feel free to call me so we can discuss it on the phone or wait so we can discuss it during your therapy session. The telephone or face-to-face context simply is much more secure mode of communication.

TEXT MESSAGING

Because text messaging is a very unsecured and impersonal mode of communication, I do not text message nor do I respond to text messages from anyone in treatment with me. So, please do not send text messages to me unless we have made other arrangements.

SOCIAL MEDIA

I do not communicate with, or contact, any of my clients through social media platforms such as Twitter or Facebook. In addition, if I discover that I have accidentally established an online relationship with you, I will cancel that relationship. This is because these types of casual social contacts can create significant security risks for you. If you have an online presence, there is a possibility that you may encounter me by accident. If that occurs, please discuss it with me during our time together. I believe that any communications with clients online have a high potential to compromise the professional relationship. In addition, please do not try to contact me in this way. I will not respond and will terminate any online contact no matter how accidental.

WEB SEARCHES

I will not use web searches to gather information about you without your permission. I believe that this violates your privacy rights; however, I understand that you might choose to gather information about me in this way. In this day and age there is an incredible amount of information available about individuals on the internet, much of which may actually be known to that person and some of which may be inaccurate or unknown. If you encounter any information about me through web searches, or in any other fashion for that matter, please discuss this with me during our time together so that we can deal with it and its potential impact on your treatment.

Recently it has become fashionable for clients to review their health care provider on various websites. Unfortunately, mental health professionals cannot respond to such comments and related errors because of confidentiality restrictions. If you encounter such reviews of me or any professional with whom you are working, please share it with me so we can discuss it and its potential impact on your therapy. Please do not rate my work with you while we are in treatment together on any of these websites. This is because it has a significant potential to damage our ability to work together.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychologist. There are situations that require 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 medical and mental health professionals about your case. During a consultation, I will make every effort to avoid revealing your identity and the other professionals are also legally bound to keep the information confidential. Unless you wish that I do so, I will not tell you about these consultations unless I feel that it is important to our work together. I will make note of these consultations in your clinical record.
- At times I may employ administrative staff to help with scheduling and quality assurance practices. I may need to share protected information such as your name and telephone number with these individuals for purely administrative purposes.
- Disclosures to collect overdue fees are discussed elsewhere in the Agreement.

There are some situations where I am permitted or required to disclose information **without** either your consent or Authorization:

- If you threaten to harm yourself, I may be obligated to seek your hospitalization or to contact your family members or others who can provide protection.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it to them.
- If you file a complaint or lawsuit against me, I may disclose relevant information regarding our work together in order to defend myself.
- If you file a worker's compensation claim and I am providing treatment related to that claim, I must, upon appropriate request, furnish copies of all psychological reports and bills.

There are some situations in which I am legally obligated to take action, and which I believe is necessary, to attempt to protect others from harm. As such I may have to reveal some information about your treatment. In my practice, such situations are unusual. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and will limit my disclosure to what is necessary.

- If I have reason to believe that a child has been abused, the law requires that I file a report with the appropriate governmental agency, usually Child Protective Services. Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, I must report this to Adult Protective Services. Once such a report is filed, I may be required to provide additional information.
- If I determine that you present a serious danger of violence to another, I may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police, and/or seeking your hospitalization.

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 consultation may be necessary.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep treatment records. These records will be maintained in the Patient Fusion website, patientfusion.com. I will enter your information into the secure website, after which you will be invited via email to create an account from which you will have limited access to your health records as well as see upcoming appointments and securely message me regarding clinical matters. You or your legal representative may examine and/or receive a copy of your clinical record if you request it in writing. Exceptions to this are unusual circumstances that involve danger to yourself or others, or circumstances that make reference to another person (unless such other person is a health care provider), and I believe that access is reasonably likely to cause substantial harm to such other person, or if information is supplied to me confidentially by others. In such cases I will provide a treatment summary. In either case because these are professional records which can be misinterpreted and/or upsetting to untrained readers I recommend that you review them during our session so that we can discuss the contents.

PROFESSIONAL FEES

My hourly fee is \$300. In addition to weekly appointments, I charge this amount 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. These typically include report writing, telephone conversations lasting longer than five minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other services 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, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge a separate fee of \$500 per hour for preparation and attendance at any legal proceeding.

BILLING AND PAYMENTS

You will be expected to pay for each session at the start of session or at least one hour prior to the scheduled session time for telepsychology sessions. 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. Payments are accepted via Square. Prior to each session you will receive an email invoice detailing the service to be provided.

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 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 client's treatment is his or her name, the nature of the services provided, and the amount due. If such legal action becomes necessary, its costs will be included in the claim.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS.

Client's Signature/Date

Frank Castro, PhD/Date

Print Name