

DR. KRACKE & ASSOCIATES, P.A.

Consent to Treat

AT YOUR FIRST FEW appointments, information may be gathered until the therapist has a good understanding of troubles and concerns. This may take from one to three sessions and may include other family members. Following this stage, specific goals for treatment will be discussed so that you and the therapist agree on what is to be addressed in therapy. I understand the process of therapy or evaluations may include experiencing thoughts and feelings that may be distrustful and upsetting to me and that my symptoms could become worse while in therapy. I am aware of the potential benefits as well as risks involved in therapy.

INITIAL APPOINTMENTS are billed as 90 minutes even though you will only be seen for 50 minutes. This additional time is for the clinician to formulate a treatment plan for you and develop a comprehensive assessment with an appropriate diagnosis.

REGULAR APPOINTMENTS are **50 MINUTES IN LENGTH**. Your appointment time is held specifically for you; if you are unable to keep the appointment please call the office 24 hours prior to your appointment time. Note: We schedule 10 minutes between all appointments; this time is necessary for delivering quality service. This time is used for writing the summary of the last session and taking telephone calls—including emergency calls. If you have any concerns or questions, please bring them to our attention. You have the right at any time to refuse therapy, change therapists, or request a change in the therapy approach.

EVALUATIONS Psychological testing is charged at the hourly rate for administration, scoring, and report writing. Work conducted outside of the session (such as off site visits and report preparation) will be charged at the hourly rate. Prior to receiving a psychological report that was prepared at your request, all fees including report preparation must be paid.

THERAPISTS

***Kevin Kracke**-has obtained a Master's of Science in Clinical Psychology from Fresno State and a Doctoral Degree in Clinical Child Psychology from the California School of Professional Psychology. He is licensed in Idaho and Washington. His fees are \$175 for the first session and \$145 for a 50-minute session thereafter. All evaluations are \$175 an hour, plus the cost of tests. Court testimony preparation is \$250 per hour and court testimony is \$500 an hour, with a two-hour minimum. Additional charges may apply. *Cancelation of Court Testimony with less than 24-hours' notice will result in billing of his regular minimum charge for the service (\$1000.00)*. Diplomate in Clinical Psychology.

***Carrie Gurgel**-has a Master's Degree in Counseling and a degree in Elementary Education from U of I. Carrie is a Licensed Professional Counselor and specializes in Adolescent, Adult and Couples Therapy. Her fee is \$75 for a 50-minute session.

***Teri Rainey**-has obtained a Master's Degree in Education through the U of I in Counseling and Human Services and is a Licensed Clinical Professional Counselor in the State of Idaho. Her fees are \$130 for the first session and \$100 for a 50-minute session thereafter. All evaluations are \$130 an hour, plus the cost of tests. She administers testing for Dr. Kracke & Associates, P.A.

OFFICE STAFF

Jan is our Office Manager/Privacy Officer. Please refer to her about insurance, billing questions, payments, pre-authorization of sessions, correspondence, records, etc.

Shuree is our office assistant and is also a RN. General questions and concerns may be directed to her. The secretaries will schedule your appointments, answer general questions, and take messages.

CONFIDENTIALITY

The laws of the State of Idaho require that issues discussed during the course of therapy are confidential except in the following situations: (1) Any knowledge of child abuse-by the client or others-must be reported to the Child Protection Agency. (2) If your therapist believes you will intentionally do anything that would physically harm a human being, it must be reported to the potential victim and relevant authorities to the extent needed for his or her protection. (3) A diagnosis and other required minimal information will be sent to your insurance company if you use insurance coverage. (4) If the court subpoenas your records, they must be released. Confidentiality may be waived by your signing a release-of-information form. You have "*privileged communication*" under the laws of the State of Idaho (depending on where the services are rendered). "*Privileged communication*" means, with few exceptions, anything you disclose in therapy, any information we obtain about you from any source, and even the information that you are a client at all, is confidential and can be disclosed to others with only your written consent. I am aware that there is a separate document entitled "Notice of Privacy Practices" that has been made available to me if I so desire. However, there are legal limits to confidentiality. Disclosure **without** your authorization may be made to the extent a recipient needs to know the information, if the disclosure is:

- To a current health care provider;
- To a former or future health care provider, unless you request in writing that we not do so.
- To public health authorities when required or when needed to protect the public;
- To the courts if under a proper subpoena or court order.
- To licensing/certification boards if we are under disciplinary investigation; or
- To collections agencies for the purpose of collecting unpaid debt.

Under some circumstances, reporting is mandatory;

- To proper authorities if we should have reason to believe that a child, a disabled adult or an elderly person has been abused or neglected;
- To proper authorities or family members if we feel you are in imminent danger of harming yourself or others.
- To proper authorities or family members if you are gravely disabled and cannot make rational judgments and decisions on your own.
- To the local health officer, under specific circumstances, with respect to an HIV infected individual putting partners at risk for infection.

In the case of children, the parent(s) or legal guardian holds the communication privilege. This means that the parent is entitled to information about the child and is the person who authorizes any release of information about the child. We will keep parents informed of the child's general progress and specifics if indicated. We will attempt to act in the child's best interests in deciding to disclose confidential information without the child's consent. In the case of relationship or family therapy, confidential information may be shared among participants. However, you should be aware that Idaho Statute Title 16-2428 requires a child over the age of 14 to sign a consent for the provider to release information about the treatment being received. For more information please see: <http://legislature.idaho.gov/idstat/Ttitle16/T16CH24SECT16-2428.htm>

When we work with couples and families (seen by the same therapist as a part of couples, marital, or family counseling) we are not bound to keep information confidential among clients in the couple or family.

We may occasionally find it helpful to discuss a case with other professionals. In these consultations, identifying information about you would be withheld, and, of course, the consultant would also be legally bound to keep any case information confidential.

We keep psychotherapy records of the services we provide you. You may ask to see and copy those records, and you may ask to correct those records. You will be charged an appropriate fee for time and costs involved with an information request. That fee must be paid in advance of your receiving a copy of your records.

In compliance with HIPPA regulations, you are entitled to a listing of disclosures of information that we have made. Using HIPPA's terminology, this "right of accounting" refers to your right to receive

an accounting (going back up to six years) of the date, the purpose, the name and address of the entity or entities receiving your Protected Health Information (PHI). You are entitled to one free PHI accounting per twelve month period. This right of accounting does not pertain to the psychotherapy records. Under federal law, as a professional business, we are able to provide you PHI- without a specific release of information—to the business associates who provide services to, or on behalf of, our business. These business associates would include entities such as our billing services and our telephone answering service. Though infrequent, it could include our attorney, our accountant, or a collection agency.

ASSOCIATES - Teri Rainey, LCPC, and Carrie Gurgel, LCPC are independent practitioners who work on a part-time basis at the facility. For supervisory purposes, some of your sessions may be video recorded. These recordings will be destroyed within two weeks of the recorded session and will be kept in a locked and secured location until they are destroyed, unless you provide express written consent for the recordings to be kept for a longer period of time. To ensure quality of care, the psychologists and therapists associated with this practice conduct regular consultations. Cases of concern are discussed with due attention to the dignity and privacy of each individual. If for any reason you do not wish us to discuss your case in this format, please tell us. Your wishes will be respected. More specific emergent care information will be shared with the on-call therapist on a need-to-know basis. Teri Rainey may be required to perform on-call crisis services possibly during a schedule appointment and if necessary may have to reschedule your appointment if such a need arises.

RIGHTS AND RESPONSIBILITIES: As a client and consumer of psychological services, you are entitled to the following: 1) to request a different therapist; 2) to discontinue therapy; 3) to request a change in therapy; and 4) to ask questions. It is the client's responsibility to choose a therapist and treatment modality that best suit his/her needs.

WE EXPECT PAYMENT AT EACH SESSION - Please see Jan about how much your payment will be. If you have insurance, you will be asked to make your co-payment. If your yearly deductible has not been met, full payment is expected until it is met. If you do not have insurance, payment in full will be expected at each session unless other arrangements are made. You will receive a statement of your account each month, and your insurance is automatically billed. If payments/co-payments have not been received by the third visit, it is regrettable; but no further visits will be made until payments are received. If a balance has accrued, payment in full must be made within 60 days. A REASONABLE ATTEMPT WILL BE MADE TO COLLECT PAYMENT IN FULL, BUT IF CLIENT(S) HAVE NOT MADE ANY ATTEMPT TO CONTACT US TO ARRANGE FOR PAYMENT OR TO PAY ON THE ACCOUNT, AFTER 90 DAYS THE ACCOUNT(S) WILL BE TURNED OVER FOR COLLECTION & FURTHER APPOINTMENTS WILL NOT BE ALLOWED. We DO NOT SPLIT BILLINGS between a party who is present and parties not-present UNLESS BOTH parties involved have signed the "Guarantor" form & it is specially arranged with Jan. Other than EAP visits, please be aware that YOU are ultimately RESPONSIBLE for your bill REGARDLESS of insurance. WE ACCEPT CREDIT/DEBIT CARDS WHICH BEAR THE VISA, MASTERCARD, OR DISCOVER LOGOS FOR PAYMENTS

FINANCIAL RESPONSIBILITY FOR ACCOUNT: If your insurance company or other third-party payer denies payment (**for whatever reason**) for services that are rendered to you as the client, you specifically agree to pay for the services. If your therapist's contract with the insurance company specifically forbids this, then you would not be responsible for the payment. One way in which this situation arises is when a preauthorization was not properly obtained; in the event that the insurance company states that you do not have to pay for the services, you are agreeing, by signing this disclosure, to pay for the services that your insurance company refused to pay. However, you will not have to make payment if your therapist's contract with the insurance company prohibits it.

INSURANCE PROGRAMS: If you want to use your medical insurance, you need to check your policy to find out if your therapist is a covered provider, what portion of the fee will be covered, and how many sessions are allowed per year. We will bill your insurance company, but it is important for you to remember that you, not your insurance company, are responsible for seeing that your account is paid in full. You should be aware that most insurance agreements require you to authorize us to provide a clinical diagnosis and sometimes additional confidential information, such as a treatment plan or copies of progress notes. If you have a problem with this, it is your responsibility to find out what kind of confidential information your insurance company can request from us and make a decision as to whether or not you wish to use the coverage.

In accordance with the federal Health Insurance Portability and Accountability Act (HIPAA) regulations, providing us your medical insurance information allows us to use that information for insurance billing purposes.

EMERGENCY CALLS: During regular business hours, you should call the office at **743-4680** and **TELL THE RECEPTIONIST THAT IT IS AN EMERGENCY** (otherwise, the call will be handled in a routine, non-urgent manner). During non-business hours call **743-4680** and leave a message with the answering service with your phone number if you wish a return call. We will return your call as soon as we receive the message. Our business hours are: Monday through Friday 8:30 a.m. until 4:00 p.m. and we generally remain open through the lunch hour. In case of emergency, we will provide 24 hour coverage by phone. If your therapist is not available to take your call, another clinician in the practice group will respond. Emergency calls up to 10 minutes in length are free of charge. Those between 10 minutes and a half hour will be charged at a half session rate. Those exceeding a half hour will be charged a full session rate. This fee is not likely to be covered by your insurance company.

ETHICS AND PROFESSIONAL STANDARDS: As your consultant, I am accountable to you. Licensed by the State of Idaho, our therapists uphold responsible, ethical, and professional standards. In order to ensure staff professionalism our office utilizes an internal audit system that allows other therapists unfamiliar with your case to review your chart for thoroughness of documentation.

If you have any questions or concerns about your experience with us, please discuss them with us. If you are unhappy with your service here and need help finding alternative assistance, we will help you locate another resource.

If for any reason you should have a concern or complaint about services delivered, please contact us, so we may discuss that matter with you. If we do not resolve your concerns, you have the right to contact:

State of Idaho Licensure Board

Telephone: (208) 334-3233 Mail: Idaho Bureau of Occupational Licenses
700 West State Street, First Floor
PO Box 83720
Boise, Idaho 83720-0063

QUESTIONS: If at any time you have questions about the nature of your therapy (i.e., goals, procedures, etc.), about our Policy and Contract, about our Privacy Policy, about our staff, or about your statement - please feel free to ask.

With my signature below, I am acknowledging that I have read, understand, and agree to abide by the disclosure statement and Consent to Treatment in its entirety. Further, I am indicating by my signature that I have been given ample opportunity to ask any questions that I might have about what is contained in the disclosure statement and that I have been given a copy of the statement.

Patient signature acknowledging Consent to Treat : _____ Date: _____

Please initial the following declarations:

____ I have gotten preauthorization for psychological services rendered by Dr. Kracke, or Dr. Kwon or I have checked with my insurance company and preauthorization is not necessary. If preauthorization is required and I have not received it, I understand that I will be responsible for payment.

____ I have been made aware of the NOTICE OF PRIVACY PRACTICES at Dr. Kracke & Associates, PA that outlines in greater detail the uses and disclosures of protected health information

____ I have read and agree to the hold harmless policy regarding third-party denial. That is, if my insurance program or other third-party payer, for whatever reason, denies payment for services, I will assume responsibility for the charges.

____ I understand that I am responsible for making payment on my/my child's account during each visit. There will be a 1.5% interest charge, compounded monthly, on all unpaid balances.

____ I understand that if I or my child's appointment is missed three times in a row the therapist has at their discretion to terminate my care without reprisal.

____ I understand that if payments are not made to outstanding balances on my/my child's account then unpaid balances that I owe may be sent to a collections agency.

____ I am aware that Teri Rainey may be required to perform on-call crisis services possibly during a schedule appointment and if necessary may have to reschedule your appointment if such a need arises.

____ I understand that if there is an emergency I may contact an on-call therapist at (208) 743-4680-after regular business hours (after 5:00 PM weekdays) and on weekends. If your emergency occurs during regular business hours please call (208) 743-4680. Should these methods not work, please call or go to the emergency room.

You are entitled to a copy of this consent to treat if you so desire, please let office staff know if you so desire a copy.