



**Crosswinds Counseling  
Amy Hertle MSW LICSW**

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**OUTPATIENT SERVICES CONTRACT**

This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions that you may have so that we can discuss them at our next meeting. Once you sign this, it will constitute a binding agreement between us.

**PSYCHOLOGICAL SERVICES**

Psychotherapy, psychological assessment, and Health and Behavior Assessments are not easily described in general statements. It varies depending on the personality of both the therapist and the patient, as well as the particular problems the patient brings. There are a number of different approaches, which can be utilized to address the problems you hope to address. It is not like visiting a medical doctor, in that it requires a very active effort on your part. In order to be most successful, you will need to work both during our sessions and at home.

I see patients in individual, couple and family psychotherapy. My therapeutic orientation is primarily cognitive-behavioral, which means, simply put, that thoughts cause our feelings and behaviors, not external things like people, situations, and events. The benefit of this fact is that we can change the way we think to feel/act better even if the situation does not change.

Psychotherapy has both benefits and risks. Risks sometimes include experiencing uncomfortable levels of feelings like sadness, anxiety, anger and frustration, loneliness and helplessness. Psychotherapy often requires recalling unpleasant aspects of your history. Psychotherapy has also been shown to have benefits for people who undertake it. It often leads to a significant reduction of feelings of distress, and better relationships and resolutions for specific problems. However, there are no guarantees about what will happen.

**BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless we agree otherwise or you have insurance coverage which requires another arrangement. For example, if you have insurance with a co-payment, the co-payment is due at the time the session is held, and your insurance company will be billed for its share of the fees. Payment schedules for other professional services will be agreed to at the time these services are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or installment payment plan.

If your account is more than 60 days in arrears and suitable arrangements for payment have not been agreed to, I have the option of using legal means to secure payment, including collection agencies or small claims court. In most cases, the only information which I release about a client's treatment would be the client's name, the nature of the services provided and the amount due.

### **NO SHOW & LATE CANCELLATION POLICY**

Unless there is an unavoidable emergency, failure to show for a scheduled appointment or cancellation with less than 24 hours notice, you will be charged a \$25.00 fee. No-show and cancellation fees are not reimbursable or covered by insurance.

### **INSURANCE REIMBURSEMENT**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources are available to pay for your treatment. If you have a health benefits policy, it will usually provide some coverage for mental health treatment. I will provide you with whatever assistance I can in facilitating your receipt of the benefits to which you are entitled including filling out forms as appropriate. However, you, and not your insurance company, are responsible for full payment of the fee which we have agreed to. Therefore, it is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet which describes mental health services. If you have questions, please call your plan and inquire. Of course, I will provide you with whatever information I can based on my experience and will be happy to try to assist you in deciphering the information you receive from your carrier.

The escalation of the cost of health care has resulted in an increasing level of complexity about insurance benefits which sometimes makes it difficult to determine exactly how much mental health coverage is available. "Managed Health Care Plans" such as HMOs and PPOs often require advance authorization before they will provide reimbursement for mental health services. These plans are often oriented towards a short-term treatment approach designed to resolve specific problems that are interfering with one's usual level of functioning. It may be necessary to seek additional approval after a certain number of sessions. In my experience, while quite a lot can be accomplished in short-term therapy, many clients feel that more services are necessary after insurance benefits expire.

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 the insurance benefits 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 and avoid the complexities which are described above.

You should also be aware that most insurance agreements require you to authorize me to provide a clinical diagnosis, and sometimes additional clinical information such as a treatment plan or summary, or in rare cases, a copy of the entire record. This information will become part of the insurance company files, and in all probability, some of it will be computerized. All insurance companies claim to keep such information confidential, but once it is in their hands, I have no control over what they do with it. In some cases, they may share the information with a national medical information data bank. If you request it, I will provide you with a copy of any report which I submit.

## **BOOKKEEPING**

Outreach Counseling and Consulting Services, Inc. (OCCS) submits insurance claims, both paper as well as electronic claims, for my clients who have Medical Assistance, Medicare, Health Partners, and Blue Cross Blue Shield of MN etc. In addition, they may submit claims for other third party insurance companies. Electronic claims are submitted through a clearinghouse, Clear connect, where claims are edited and electronically sent to the correct payor for processing.

## **SOLE PRACTITIONER STATUS**

I am an independent practitioner and not part of a group practice. I also receive referrals from Outreach Counseling and Consulting Services, Inc. (OCCS) and have sessions with clients in their Shoreview office, still working as an independent practitioner and not part of a group practice.

## **CONTACTING ME**

The best place to reach me is to call 651-890-6031. I am usually not immediately available by telephone as I do not answer the phone when I am with a client. I do have a voice mail which I monitor frequently. I will make every effort to return your call the same day, with the exceptions of Sundays and holidays. If you are difficult to reach, please leave some times when you will be available. If you cannot reach me and feel that you cannot wait for me to return your call, you should call your family physician, the emergency room at the nearest hospital and ask for the psychologist or psychiatrist on call, or call 911. Please let me know when you use other resources so that I may coordinate your care with these services. If I am unavailable for an extended time, I will provide you with the name of a trusted colleague whom you can contact if necessary.

## **PROFESSIONAL RECORDS**

Both the law and standards of my profession require that I keep appropriate 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 provide them to an appropriate mental health professional of your choice. Because these are professional records, they can be misinterpreted or can be upsetting, so I recommend that we review them together so that we can discuss their content. Clients will be charged an appropriate fee for any preparation time which is required to comply with an information request.

## **MINORS**

If you are under eighteen years of age, please be aware that the law may provide your parents with the right to examine your treatment records. It is my policy to request an agreement from parents that they consent to give up access to your records. If they agree, I will provide them only with general information on how your treatment is proceeding unless I feel that there is a high risk that you will seriously harm yourself or another, in which case I will notify them of my concern. I will also provide them with a summary of your treatment when it is complete. Before giving them any

information, I will discuss the matter with you and will do the best I can to resolve any objections you may have about what I am prepared to discuss.

## **CONFIDENTIALITY**

You should feel free to refuse to give any information you do not feel comfortable disclosing. Withholding information may interfere with my work with you but it is your right to withhold information if you so choose. In general, the confidentiality of all communications between a client and a therapist is protected by law, and I can only release information about our work to others with your written permission. However, there are a number of exceptions.

In most judicial proceedings, you have the right to prevent me from providing any information about your treatment. However, in some circumstances such as child custody proceedings and proceedings in which your emotional condition is an important element, a judge may require my testimony if s/he determines that resolution of the issues before her/him demands it. If your records are subpoenaed by the proper legal authority, I must comply.

There are some situations in which I am legally required to take action to protect others from harm, even though that requires revealing some information about a client's treatment.

If I have reason to suspect that a child, an elderly person, or a disabled person is being abused, I must file a report with the appropriate state agency.

If I believe that a client is threatening serious bodily harm to another, I am required to take protective actions, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization. If a client threatens to harm her/himself, I may be required to seek hospitalization for the client or to contact family members or others who can help provide protection. If I learn that you have been abused or exploited by another professional person, I must report it.

These situations have rarely arisen in my practice. Should such a situation occur, I will make every effort to fully discuss it with you before taking any action.

I may occasionally find it helpful to consult about a case with other professionals. In these consultations, I make every effort to avoid revealing the identity of my client. The consultant is, of course, also legally bound to keep the information confidential. Unless you object, I will not inform you about these consultations unless I feel that it is important to our work together. When I need to reveal your identity (for example when I am working with one spouse and the therapist I am consulting with is working with the other spouse) I will obtain your written consent for release of specific information before consulting with their other professional.

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 which you may have at our next meeting. As you might suspect, the laws governing these issues are quite complex and I am not an attorney. While I am happy to discuss these issues with you, should you need specific advice, formal legal consultation may be desirable. If you request, I will provide you with relevant portions or summaries of the applicable state laws governing these issues.

## **CHANGES IN SERVICES OR FEES**

You have the right to receive reasonable notice of changes in services or fees. In my practice you will be notified 30 days in advance of such changes. Should events beyond my control result in an inability to give you proper notice of changes, I will make all efforts necessary to insure your continuity of care.

### OTHER RESOURCES

Information about mental health services that may be available to you can be obtained through your local community mental health center, First Call for Help, the community human services agency in your county, the State Department of Human Services-Mental health Division-or your own health care plan.

### CONSENT AND SIGNATURE

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

\_\_\_\_\_ I understand it is my responsibility to pay for the session at the time of service.

\_\_\_\_\_ I affirm that I have willingly sought treatment from Amy Hertle for issues relating to the field of mental health. I recognize that such treatment may involve exploration of my personal and family experience and has the potential to be emotionally unsettling. I agree and consent to receiving treatment from Amy Hertle at this time. I understand that I have the right to terminate such treatment at any time.

\_\_\_\_\_ I acknowledge that I have received, read and signed the Client Bill of Rights and Responsibilities document.

\_\_\_\_\_ I acknowledge that I have received, read and consent to the Notice of Privacy Practices document, which explains in detail my rights to access my Personal Health Information and how, when and with whom that information may be shared. (This is the HIPPA information).

Client Signature \_\_\_\_\_ Date: \_\_\_\_\_