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PO BOX 876  
STERLING, IL 61081

773-386-4414

**Office Policy and Procedures Agreement**

**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.

**Psychotherapy Services**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client 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 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 stress. 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. 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 whether I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, you will usually schedule one 50-minute session per week at a time through my online calendar, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to keep it unless you provide 24 hours advance notice of cancellation, or unless we both agree that you were unable to attend due to circumstances beyond your control. If you cancel without 24 hours notice, I charge a \$200 late cancellation fee. If it is possible, I will try to find another time to reschedule the appointment.

## **Professional Fees**

My hourly fee is \$200. 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. Other services include report writing, telephone conversations lasting longer than 15 minutes, 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.

## **Billing and Payments**

You will be expected to pay for each session at the time it is held, unless we agree otherwise. 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 client's treatment is his/her name, the nature of services provided, and the amount due.

## **Contacting Me**

I am not often immediately available by telephone. I probably will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by a password-protected voicemail service that I monitor frequently. I will make every effort to return your call within one business day (does not include weekends and holidays). If you are difficult to reach, please inform me of times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact the nearest emergency room (you can use 911 to be connected) and ask for the clinician/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.

I provide my email address to clients. You may use my email to communicate with me regarding appointment times, i.e. if you are unable to keep a scheduled appointment. Please be aware that email messages can sometimes fail to arrive, and their confidentiality can be breached in transit. If you email me about treatment issues, I will read your emails, but I do not reply to them. We can discuss any emailed issues during our next appointment.

## **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 I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted by and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. Clients will be charged an appropriate fee for any professional time spent in responding to information requests.

## **Confidentiality**

In general, the law protects the privacy of all communications between a client and a psychotherapist, and I can release information about our work to others only with your written permission. But there are a few exceptions.

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 or she determines that the issues demand it.

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 client's treatment. For example, if I

believe that a child or elderly 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 action. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. If the client threatens to harm himself or herself, I may be obligated to seek hospitalization for him or 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 client. 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 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.

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THIS NOTICE DESCRIBES HOW YOUR PROTECTED HEALTH INFORMATION (PHI) MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION, AS REQUIRED BY THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). PLEASE REVIEW IT CAREFULLY.

I am committed to protecting your confidentiality. You may request a copy of this notice at any time. For additional information about my privacy practices, please contact me at 773-386-4414.

**I. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION:** In order to protect your PHI, I use and disclose the minimum necessary PHI about you for your treatment and for payment for services:

- For Treatment. I use and disclose your PHI internally in the course of your treatment only to the minimum necessary to provide due care through my professional services. For example, I may share information with another professional for the purpose of referral. If I need to provide PHI, I will ask you to sign an authorization for release of information.
- For Payment. I may use and disclose the minimum PHI to obtain payment for services I provide to you as delineated in my Office Policies and Procedures. For example, I may need to give insurance companies or other agencies the minimum necessary PHI in order for them to reimburse you for your payment of services.

**II. PROTECTED HEALTH INFORMATION DISCLOSED WITHOUT YOUR CONSENT:** Under Illinois and Federal law, your PHI may be disclosed without your consent in the following circumstances:

- Emergencies. If, in the course of my provision of due care, I believe that you are an immediate danger to yourself or to another, I may disclose PHI about you to the authorities, and I may alert any other person who may be in danger.
- Judicial and Administrative Procedures. I may disclose your PHI in the course of a judicial proceeding in response to a valid court order or other lawful process; and in response to administrative proceedings such as claims for Workers' Compensation.

- Child/Elder Abuse. If, in the process of providing due care, I have not been successful in resolving with you situations that are reportable by law, I may disclose PHI about you related to the discernment of child and/or elder abuse or neglect.

### III. YOUR RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION

1. Right to Inspect and Copy. You have the right to observe and/or obtain copies of your PHI, with some limited exceptions. Your request must be in writing. If you request a copy of your PHI, a reasonable charge may be made for the costs incurred.
2. Right to Amend. You have the right to request that I amend your PHI. Your request must be in writing, and it must explain why the information should be amended. I have the right to deny your request under certain circumstances.
3. Right to an Accounting of Disclosures. You have the right to receive a list of disclosures of your PHI for any purpose other than treatment, payment, or healthcare oversight activities. To request an accounting of disclosures, you must submit your request in writing to me. Such accounting is available for disclosures made beginning April 14, 2003, and remains available for 6 years after the last date of service.
4. Right to Request Restrictions. You have the right to request a restriction or limitation on your PHI that I use or disclose about you. For example, you may ask that I not disclose PHI to an insurance company. While you are in treatment, a written request should be made with me. To request a restriction after therapy is completed, you must also make a written request. I am not required to agree to your request, but I will consider the request very seriously. If I agree, I will abide by my agreement unless the PHI is needed in an emergency or by law, as previously stated above in this notice.
5. Right to Request Confidential Communications. You have the right to request that I communicate with you regarding your PHI in a particular way or at a certain location. For example, you may ask that I contact you only by mail or at work. You must make this request in writing and it must specify the alternative means or location you would like me to use. I will make every attempt to accommodate reasonable requests.
6. Right to Obtain a Paper Copy of this Notice. You have the right to receive a paper copy of this notice upon request.

Any other uses and disclosures of your PHI not set out in the information above will be made only with your written authorization. You may revoke a written authorization for release of information at any time. The revocation must be in writing and will become effective when it has been received by me, and will only be for disclosures not already completed.

I reserve the right to change my privacy practices provided such changes are permitted by applicable law. Before the effective date of a material change, however, I will change this Notice

and make a new Notice available. The terms of this Notice have been effective as of April 14, 2003.

QUESTIONS AND COMPLAINTS. If you believe that your privacy rights have been violated, you

may file a complaint with me, or you may file a complaint with the U.S. Department of Health and Human Services. To obtain additional information, or to file a complaint, contact me at 773-386-4414. I am required not to retaliate in any way if you choose to file a complaint.

Your signature below indicates you have read and agree to this policy.

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