THERAPY SERVICES CONTRACT
(revised 3/2/2011)

Welcome to my practice. I consider my services to be successful when my clients are able to achieve the outcomes they desire, in less time, with less effort and with less pain than trying to get the same results alone or with another therapist. This document contains important information about my professional services and business policies that will allow me and my clients to be successful together. Please read it carefully and make note of any questions you may have so that we can discuss them when we meet. Once you sign the agreements page, this document will constitute a binding agreement between us.

By the end of our first or second meeting, we will have agreed on one or more outcomes for our work together and, if you decide to continue, the first steps in the plan to achieve those outcomes. This plan will include counseling, biofeedback, neurofeedback or a combination of these services. I will provide you with a recommendation about which services I think would be most helpful to you, but you are free to select the services you wish to receive. You should evaluate the information I provide to you along with your own assessment about whether I am someone with whom you would feel comfortable working. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the counselor you select. If you have questions, please discuss them with me whenever they arise. If you have doubts that persist, I will be happy to help you secure an appropriate consultation with another mental health professional.

BIOFEEDBACK AND NEUROFEEDBACK SERVICES

Biofeedback and neurofeedback help people learn to improve their health using signals from their own bodies. Patterns of breath, pulse, skin temperature and conductance, muscle tension, and brain function are monitored providing moment to moment information about changes occurring in the brain and body. Sensors are attached to the earlobes, head, hands, feet, jaw, forehead, shoulders, and/or around the waist to gather information. Nothing is done to the client. The sensors simply measure changes in the body systems being monitored. A computer displays the signals from the sensors as graphs, sounds or games. Guided by the displays, improvements in brain and body functions can be learned by practicing self-regulation techniques such as relaxation and breathing and, over time, can be created without relying on the displays. Biofeedback and neurofeedback generally also include cognitive behavioral therapy to address changes in thinking and emotional states to assist accomplishing changes in brain and body functioning. While biofeedback and neurofeedback are non-drug therapies, individuals may continue to take medication, if necessary, while they learn to function more efficiently. This process may result in improvement in the client’s presenting condition(s) as functional problems are corrected.

Research has been conducted to study the effects of these interventions and these studies have been published in peer reviewed, professional journals relevant to this field of study. Extensive research and clinical experience have demonstrated the effectiveness of neurofeedback and biofeedback interventions for a wide variety of conditions.
Biofeedback and neurofeedback are considered particularly safe and are generally without harmful side effects. However, any intervention that can lead to positive results can also lead to unwanted effects. Because this approach attempts to have the brain and body respond differently over time through a training process, both desirable and undesirable effects continue for only a short time unless they are reinforced. This characteristic helps limit the potential for lasting negative effects and allows for the selective reinforcement of positive effects. Although biofeedback and neurofeedback training has been helpful for many others, there is no claim or guarantee that biofeedback or neurofeedback training will be effective for your specific concerns.

COUNSELING AND CONSULTATION SERVICES

Counseling is not easily described in general statements. It varies depending on the personality of both the counselor and the client and the particular problems the client presents. It is not like visiting a medical doctor because it requires a very active role on your part. In order to be most successful, you will have to work hard both during and between sessions.

Counseling has both benefits and risks. Risks sometimes include experiencing uncomfortable feelings like sadness, guilt, anxiety, anger, frustration, loneliness, and helplessness. Counseling may include remembering uncomfortable experiences. Counseling has also been demonstrated to have benefits for those who undertake it. It often leads to a significant reduction of feelings of distress, better relationships, and resolution of specific problems. There are, however, no guarantees about what will happen.

MEETINGS

The frequency of our sessions depends on the concerns you are addressing, the outcomes you desire and the type of therapy I am providing to you. Biofeedback sessions are typically scheduled once per week. Neurofeedback sessions are generally scheduled twice per week. Counseling sessions are generally scheduled one to two times per week at the beginning and then spaced out as therapy continues. It may be possible to accomplish the outcomes you desire more quickly by meeting more frequently. Please feel free to discuss with me the possibility of meeting more frequently if this is a concern for you. Each session, regardless of the type of therapy is scheduled for forty-five minutes. I will be happy to schedule your appointments for you, or you may schedule appointments for yourself online by visiting my website at www.davidphelan.net.

PROFESSIONAL FEES

My standard rate is $200.00 for an initial consultation and, thereafter, an hourly fee of $125.00 for each counseling therapy session or $135.00 for each Biofeedback or Neurofeedback session.

OTHER SERVICES

In addition to therapy sessions, it is my practice to charge my standard rate of $125 per hour, on a prorated basis, for other professional services you may require such as report writing, disability determinations, telephone conversations lasting longer than 15 minutes, attendance at meetings or consultations with other professionals you have authorized, preparation of records or treatment summaries, or the time required to perform any other service which you may request of me. In unusual circumstances, you may become involved in a lawsuit that may require my participation. You will be expected to pay for the professional time required even if I am compelled to testify for another party. Because of the complexity and difficulty of legal involvement, I charge $200.00 per hour for the preparation for, and attendance at any legal proceeding. The
time calculated for my attendance at legal proceedings includes travel time door to door and delays which are beyond my control.

**USING INSURANCE OR EMPLOYEE ASSISTANCE PROGRAM (EAP) BENEFITS**

If you are using insurance or EAP benefits, the amount for which you are responsible depends on your policy. **If it is determined that you are not covered by your insurance company at the time the service is provided or that the services I provide are not part of your plan, you will be responsible for the entire amount of the session.** Please check your benefits. Also, please be aware that co-pay, co-insurance and deductibles are different between insurance companies/EAPs and between different plans and policies within the same company/EAP. As such, I cannot give you your plan information. If you have questions about your co-pay, co-insurance or deductible, please contact your insurance company or human resource department. Also, please keep in mind that the amount that you pay out of pocket may change over the course of therapy if your insurance/EAP benefits change. I am not notified about changes in your policy/EAP until after I provide a service to you and submit a claim for reimbursement, which means you may owe more than you thought you did at the time of the session. As long as you are aware of your insurance benefits, there should not be any surprises.

The amount that you pay out of pocket when using your insurance/EAP benefits (your copay or coinsurance) only applies to therapy sessions. Your out of pocket cost for all other services is the standard rate of $125/hour or $200/hour for legal services. See “Other Services” above.

**BILLING AND PAYMENTS**

You will be expected to pay for each session at the time service is rendered, unless prior arrangements are made. 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 an installment payment plan.

In the case of insurance companies or other third party payors, you are responsible for fees associated with the services I provide to you. I will attempt to bill the third party for payment. If I am unable, I will bill you directly. Medical benefits and mental benefits often are different, so your copay, coinsurance or deductible may be different for the services I provide than for going to your doctor. In the event that any amount the third party does not cover, such as co-pays or deductibles, is more than we agree during the first session, you are still responsible for that amount. Insurance companies often have multiple plans and I may be contracted with some and not others, so please check with your insurance company to make sure that I am an in-network provider for your plan. In the event that I am not contracted by your insurance company, you will be responsible for the entire amount. I will be happy to provide you the information you need so that you can request reimbursement from your plan for out-of-network services. Please check with your payor about the services you are eligible to receive and the fees associated with these services to insure that accurate payment is made. In the event that you overpay, I will apply this amount to future sessions.

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. Should such means be necessary, you will be charged a fee, as permissible by Arizona state law, for the collection or legal services as well as my time in resolving the matter. In most cases, the only information that I would release about a client's treatment would be the client's name, the nature of the services provided, and the amount due.

**PROFESSIONAL RECORDS**
Both the law and the standards of the counseling profession require that I keep treatment records. These records always include your contact information, dates and times of appointments and receipts of payment. I also keep notes on treatment objectives, homework assigned and progress being made. You are entitled to receive a copy of the records I do keep, and if you wish, I can prepare an appropriate summary for you. Clients will be charged an appropriate fee for any preparation time or material that is required to comply with an information request.

CONFIDENTIALITY

In general, the confidentiality of all communications between a client and a mental health professional is protected by law, and I can release information about our work together to others only with your written permission. However, there are a number of exceptions.

In most judicial proceedings, you have the right to prevent me from providing 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 the judge determines that resolution of the issue demands it.

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 there is evidence a child, an elderly person, or a disabled person is being abused, I must file a report with the appropriate state agency. If you reveal information that constitutes misconduct of any health professional, I am required to report the accused party to the state board of health; however your name will not be included in the report unless you agree to it.

If I believe that a client is threatening serious bodily harm to another, I am required to take protective action, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization of the client. If a client threatens self-harm, I may be required to seek hospitalization for the client, or to contact family members or others who can help provide protection.

These incidents are relatively infrequent. Should such a situation occur, I would make every effort to fully discuss the situation with the client before taking any action.

My approach to biofeedback, neurofeedback, counseling and consulting emphasizes a substantial educational component and, as such, I often use examples that previous clients have provided. When I do use an example, I never reveal any identifying information about the client. If the example is unique enough that a client could be identified from the example itself, the example will not be used. The work in which you and I engage together may yield additional examples that may be used in therapy or consulting with other clients. Again, your personal information or any other information that could create a connection to you will never be shared.

Occasionally, I may find it helpful to consult with other professionals regarding a case. In these consultations, every effort is made to avoid revealing the identity of the client. The consultant is, of course, also legally bound to keep the information confidential.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss any questions or concerns you may have at the next meeting with me. As you might suspect, the laws governing these issues are quite complex, and I am not an attorney. While it may be beneficial to discuss legal implications, specific legal advice should be sought from a qualified legal professional. If you request, information may be provided with relevant portions or summaries of the applicable state laws governing these issues, as well as applicable ethical codes from the American Counseling
Association, the National Board of Certified Counselors and/or the Biofeedback Certification International Alliance.

**TREATMENT OF MINORS**

If you are under eighteen years of age, please be aware that the law does provide your parents with the right to examine your treatment records. It is my policy to request an agreement from parents limiting 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 you are in some danger, in which case your parents will be notified of the concern. I will also provide them with a summary of your treatment when it is complete upon their request. Before giving them any information, I will discuss the matter with you and will try to resolve any objections you may have about what is to be disclosed.

**ABOUT YOUR COUNSELOR**

I graduated from the University of Phoenix with a Master of Counseling degree in 1995. I am a Licensed Professional Counselor in the State of Arizona, #LPC-2307. I am a Board Certified Neurotherapist. I have worked with adults, children, youth and families since 1986 in church, school, outpatient clinical, inpatient psychiatric and community development settings.

**CONTACTING YOUR COUNSELOR**

To schedule or change appointments, you can use my online service from my website, [www.davidphelan.net](http://www.davidphelan.net). If you are uncomfortable using the online service or if you want to speak with me directly for any other reason, you can call me at 623-330-3197. If I am unavailable, please leave a message and I will return your call as soon as possible. If you feel that you cannot wait for a returned call, you should call 9-1-1 or one of the crisis numbers listed below. If I am unavailable for an extended period of time, I will provide you with the name of a trusted colleague you can contact if necessary.

**CRISIS NUMBERS**

- 911 Medical / life threatening emergency
- Behavioral Health Crisis Line 800-631-1314
- 602-263-8900 Domestic Violence Hotline
- Suicide Crisis Hotline 480-784-1500
- 888-767-2445 Child Abuse Hotline
- Not sure who to call: Community Information and Referral 800-352-3792

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CLIENT’S RIGHTS

1. The right to treatment and services under conditions that support the client’s personal liberty and restrict such liberty only as necessary to comply with treatment needs

2. The right to an individualized written treatment plan, periodic review and assessment of needs and revisions of the plan including a description of services that may be need for follow-up

3. The right to refuse any recommended treatment or to withdraw consent for treatment and to be advised of the consequences of such refusal or withdrawal

4. The right to a humane treatment environment that affords protection from harm, appropriate privacy and freedom from verbal and physical abuse

5. The right to confidentiality of records under state law

6. The right to be informed of all rights in the client’s primary language

7. The right to legal counsel and all other requirements of due process

8. The right not to be subjected to remarks which ridicule the client or others

9. The right to be informed, in advance, of charges for services

10. The right to all existing services without discrimination because of race, creed, color, sex, age, handicap, national origin or marital status

11. The right to referral, as appropriate, to other providers of behavioral health services

12. The right to assert all grievances with respect to infringement to these rights, including the right to have such grievances considered in a fair, timely and impartial procedure. To assert a grievance I may call the State of Arizona Board of Behavioral Health Examiners at 602.542.1882, send an email to the Board at azbbhe@bbhe.state.az.us or visit the Board’s website at www.bbhe.state.az.us/complaints.htm.
THIS DOCUMENT WILL BE SIGNED ELECTRONICALLY.
PLEASE READ AND NOTE ANY QUESTIONS TO DISCUSS WITH DAVID.

AGREEMENTS
(REVISED 3/2/2011)

1. I have chosen to receive biofeedback, neurofeedback and/or psychotherapy services David Phelan, L.P.C. My choice has been voluntary and I understand that I may terminate therapy at any time.

2. I understand that David Phelan, L.P.C. is a Master’s Degree level - licensed professional counselor; that he is not a psychologist, psychiatrist or medical doctor, and as such to refer to him as “Doctor” is inaccurate.

3. I understand that there is no assurance that I will feel better. Because biofeedback, neurofeedback and/or psychotherapy is a cooperative effort between me and my therapist, I will work with my therapist in a cooperative manner to resolve my difficulties.

4. I understand that during the course of psychotherapy, if initiated, material may be discussed which may be upsetting in nature and that this may be necessary to help me resolve my problems. I understand that during the course of biofeedback and neurofeedback, if initiated, I may experience challenges that may be uncomfortable and that this, too, may be necessary to help me resolve my problems.

5. I understand that confidentiality of records or information collected about me will be held or released in accordance with Arizona state law regulating confidentiality of such records and information.

6. I understand that state and local laws require my therapist to report all cases of physical or sexual abuse or neglect of minors, the elderly or handicapped persons and to report all cases in which there exists a danger to self and/or others.

7. I understand that I may be contacted by David Phelan, L.P.C. or his designee after the completion of treatment to assess the outcome of treatment.

8. I have received a copy of my rights as a client and I understand them.

9. I agree to pay for any appointment cancelled with less than 24 hour notice. I understand I am responsible for the entire amount of the session, not just the co-pay, and that insurance companies will not cover this amount.

10. I understand that I will be discharged and my file will be closed 60 days after the last visit if I have not initiated contact with David Phelan, L.P.C.. I understand that my file may be re-opened within one year of my last visit. I understand that seeking services after one year from my last visit will require a new intake and evaluation interview.

11. I authorize David Phelan, L.P.C. to exchange history, diagnosis and treatment information with my Primary Care Physician for the purpose of coordination of care while in treatment with David Phelan, LPC.

Primary Care Physicians Name 
Fax Number

Your signature below indicates that you have read the Therapy Services Contract and this Agreements page, that you understand the information in those documents and that you agree to abide by these terms during your professional relationship with David Phelan, L.P.C..

AGREEMENTS
For clients wishing to bill sessions through insurance, employee assistance programs (E. A. P.) or other third party:

1. I understand I am responsible for the payment of the entire amount of the services in the event that I am ineligible for benefits at the time services are provided.

2. I authorize the release of information necessary to process claims. I authorize payment of mental health/EAP/Third Party benefits to David Phelan, L.P.C. for services he has provided.