

PSYCHOTHERAPIST-CLIENT SERVICES AGREEMENT

Welcome. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new client rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purposes of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. **The law requires that I obtain your signature acknowledging that we have provided you with this information.** Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at any time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the provider and patient and the particular problems you are experiencing. There are many different methods I may use to address the problems that you are experiencing. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

The first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what your treatment 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. If you have questions about my procedures, you should discuss them with me whenever they arise. If you are not satisfied that I am the right therapist for you, I will be happy to discuss this with you and to make a referral to another mental health professional. It is also possible that, after evaluating your treatment needs, I may recommend that you see a different therapist whose expertise is more appropriate for your particular concerns.

PROFESSIONAL FEES

My usual and customary fees are \$120 per 50-minute individual session, and \$150 per 50-minute session for 2+ people. Payment is requested at the time services are rendered by personal check, credit card or cash.

Individual sessions will last 50 minutes; group sessions will last one to two hours depending on the group. Occasionally it may be necessary to schedule a longer session for you or your family. The charge for such sessions will be \$120 for each 50-minute period. In addition to regular appointments, I charge this amount for other professional services you may need, though the hourly cost will be broken down if I work for periods of less than one hour. Other services include psychological testing, report and letter writing, telephone conversations lasting longer than five minutes, consulting with other professionals on your behalf and with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of us. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of 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 \$200 per hour for preparation and attendance at any legal proceeding.

Appointments must be cancelled at least 24 hours in advance so others may be scheduled at the open hour. For appointments missed or not cancelled 24 hours in advance of the scheduled hour, you will be charged for the session.

Insurance

I am accepted by all health insurance carriers as an Out-of-Network provider. I am not on any managed care network panels. The fee is paid in full at the start of each session. I will provide you with a full receipt should you wish to submit this to your insurance company for reimbursement.

Contacting Me

Due to my work schedule I am often not immediately available by telephone. Anytime you are unable to reach me and feel that you cannot wait for a return call, contact 911 or go to the nearest emergency room and ask for a psychological evaluation.

LIMITS OF CONFIDENTIALITY

The law protects the privacy of all communications between a client and a mental health professional. In most situations, we can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- I occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of the client. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not inform you about these consultations unless I believe it to be important to my work with you. I will note all consultations in your Clinical Record.

There are some situations in which I am legally obligated to take actions which are deemed necessary to attempt to protect others from harm, and I may have to reveal some information about a client's treatment. These situations are include the following:

- If I have reason to believe that a child under the age of 18 years is the victim of abuse or neglect, the law requires that I report to the appropriate government agency, usually the Department of Human Services. Once such a report is filed, I may be required to provide additional information.
- If I have reason to believe that a vulnerable adult is suffering from abuse, neglect, or exploitation, the law requires that I report to the appropriate government agency, usually the Department of Human Services. Once such a report is filed, I may be required to provide additional information.
- If a client communicates an explicit threat to kill or inflict serious bodily injury upon a reasonably identifiable victim and he/she has the apparent intent and ability to carry out the threat, or if a client has a history of violence and I have reason to believe that there is a clear and imminent danger that the client will attempt to kill or inflict serious bodily injury upon a reasonably identified person, your I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, and/or seeking hospitalization for the client.
- If a client threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and will limit her/his disclosure to that which is necessary.

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, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I may keep Protected Health Information about you in two sets of professional records. In that case, one set constitutes your Clinical Record. It includes information contained in the "Application for Services" including your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress toward those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and others or where information has been supplied to us by others confidentially, you may examine and/or receive a copy of your Clinical Record if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. If this is the case I will be charging a copying fee of fifty cents per page (and for certain other expenses).

In addition, I may also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of conversations during the therapy sessions, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies, without your written, signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting amendments to your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, the Acknowledgment of Financial Responsibility and our privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS AND PARENTS

Clients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do his/her best to handle any objections the child may have.

ETHICAL PRACTICES

It is my commitment to provide psychotherapy services in a manner that meets all the ethical requirements of my profession. Psychologists, licensed marriage and family therapists, and licensed professional counselors all have ethical guidelines by which they are bound as a condition of their licenses. If you should have any questions or concerns about my ethical practices or behavior you may request a copy ethical guidelines from either myself or from my licensing board.

Your signature below indicates that you have read this agreement and agree to its terms and also serves as an acknowledgment that you have received the HIPAA Notice Form described above.

Client's Signature

Date

Witness' Signature

Date

ACKNOWLEDGEMENT OF FINANCIAL RESPONSIBILITY

I, _____, do hereby acknowledge that I am responsible for any and all charges including but not limited to testing, court appearances, school consultations, phone sessions, letters and copies. I also understand that if I make an appointment and either fail to attend (no show) or fail to cancel it 24 hours before the scheduled time (late cancellation), I am responsible for the full fee for the missed session.

I certify that this form has been explained to me, that I have read it or had it read to me and that I fully understand what I have signed.

Signature of Client/Parent/Guardian/Benefactor

Date
