

## WELCOME

This packet of information was created to help your clinician gain helpful information about you, as well as provide you with information about their practice. Please fill out the information as thoroughly as you can. If you have any questions about the paperwork, please inquire with your clinician.

- Your clinician is Lee Swanson, MA, LMFT. Mr. Swanson will be working with you to help with the issues that brought you to therapy.
- Mr. Swanson is an independent contract worker for Santa Fe Psychology. This means that he is solely responsible for his practice.
- If you have any questions about Mr. Swanson's practices, or if you have any concerns, please handle these issues directly with him. He will be happy to address any questions, comments, or concerns you have.
- Mr. Swanson looks forward to your work together.

Thank you for taking the time to fill out and sign the following information.



# ADULT INITIAL INFORMATION

Please fill out this form as completely as you can. All information is confidential.

(Last) Female □ Other
Female D Other
(Zip)
(Cell)
one Number)
me 🛛 Part Time
ime 🛛 Part Time

\*\*I authorize communication with the billing department via texting and e-mail. I also authorize texting and email communications with my therapist (initial): \_\_\_\_\_

#### **MEDICAL INFORMATION**

Physician:		
(Name)	(Address)	(Phone)
Please list any health problem	s you currently have:	
Please list any health problem	s you have had in the past, includin	g operations:
Do you have any allergies?	□ <sub>Yes</sub> □ <sub>No</sub>	
If so, what:		
Have you had previous therap	y? $\Box$ Yes $\Box$ No	
If yes, when & with wl	nom:	
Are you presently seeing anot	her therapist? 🛛 Yes 🖓 No	
If yes, name of therapi	st:	
Do you presently take any me	dications?	_
If yes, what:		
Prescribed by:		
	ications:	
·	months have you had 5 or more (m dard drink = 12 oz. beer, 5 oz. wine	
	ear have you used an illegal drug or	used a prescription medication
Have you ever thought about o	or attempted suicide? (Please explai	in when and how)

#### FAMILY BACKGROUND

Ethnicity:						
□ White/Caucasian	Black	k/African Amer	ican 🗆 Asia	an 🗆	] Pacific Isla	ander
□ Hispanic/Latino	□ Nativ	ve American	□ Multi-racial	□ Ot	her 🗆 I	Unknown
Marital Status:						
$\Box$ Married $\Box$ S	Single	□ Widowed	□ Divorce	ed □s	eparated	
Date of Present M	arriage (If A	.pplicable):				
Spouse's Name:			Spouse's O	ccupation:		
Previous Marriage						
Children: 		Name		Age		
Father's Name:			Age:	If d	leceased, wl	hen:
Mother's Name: _			Age:	If d	leceased, w	hen:
Brothers & Sisters 		Name		Age		
Education (indicate	e last grade c	ompleted/last d	egree earned):			
Military Service: _				Dat	te(s):	
Religious Preferen	ice:		Congrega	ntion Atten	ded:	(If any)

### **CONCERNS**

Please describe the concerns that you bring to counseling (how they have affected you and for how

long):					
What do you expect from treatment:					
Check the items below that describe or relate to the concerns mentioned above:					
□ Anger	□ Self-esteem issues	□ Fear			
□ Self-doubt	□ Guilt	□ Suicidal feelings			
$\Box$ Relationship with parents	$\Box$ Relationship with children	□ Confusion			
□ Grief/Loss	□ Religious concerns	$\Box$ Loss of faith in God			
$\Box$ Loss of faith in self	$\Box$ Loss of faith in others	$\Box$ Loss of hope			
$\Box$ Loss of meaning	□ Loss of self-respect	$\Box$ Loss of love			
$\Box$ Personal growth	□ Anxiety	□ Bereavement			
□ Depression	□ Nervousness	□ Loneliness			
□ Job/employment	□ Sexual concerns	□ Alcohol/drug use			
□ Marriage/Relationship	□ Divorce/custody	□ Blended family			
□ Legal	□ Other				

#### List the blood relatives that have had any of the following mental health problems:

Problem	Family member(s)
Anger	
Anxiety	
ADHD	
Bipolar disorder	
Depression	
Drug/alcohol abuse	
Eating disorder	
Intellectual disabilities	
Learning disabilities	
Unusual behavior/thinking	
Suicide	
Other	



## NEW MEXICO NOTICE FORM NOTICE OF POLICIES AND PRACTICES TO PROTECT YOUR HEALTH INFORMATION

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

#### I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

Your clinician may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions:

- "PHI" refers to information in your health record that could identify you.
- "Treatment, Payment and Health Care Operations"
  - Treatment is when your clinician provides, coordinates or manages your health care and other services related to your health care. An example of treatment would be when he/she consults with another health care provider, such as your family physician or another psychologist.
  - Payment is when your clinician obtains reimbursement for your healthcare. Examples of payment are when he/she discloses your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
  - Health Care Operations are activities that relate to the performance and operation of your clinician's practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- "Use" applies only to activities within your clinician's office such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- "Disclosure" applies to activities outside of your clinician's office, such as releasing, transferring, or providing access to information about you to other parties.

#### II. Uses and Disclosures Requiring Authorization

Your clinician may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An "authorization" is written permission above and beyond the general consent that permits only specific disclosures. In those instances when your clinician is asked for information for purposes outside of treatment, payment and health care operations, he/she will obtain an authorization from you before releasing this information. Your clinician will also need to obtain an authorization before releasing your psychotherapy notes. "Psychotherapy notes" are

notes he/she has made about your conversation during a private, group, joint, or family counseling session, which have been kept separate from the rest of your psychological record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) your clinician has relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

#### III. Uses and Disclosures with Neither Consent nor Authorization

Your clinician may use or disclose PHI without your consent or authorization in the following circumstances:

- Child Abuse: In certain circumstances, he/she is required to report child abuse in a variety of forms, including neglect, to (1) a local law enforcement agency; (2) the office of the Department of Child, Youth and Family Services in the county where the child resides; or (3) tribal law enforcement or social services agencies for any Indian child residing in Indian country.
- Adult and Domestic Abuse: If he/she has reasonable cause to believe that an incapacitated adult is being abused, neglected or exploited, they must immediately report that information to the Department of Child, Youth and Family Services.
- **Health Oversight**: If the New Mexico Board of Psychology is conducting an investigation, he/she is required to disclose your mental health records upon receipt of a subpoena from the Board.
- Judicial or Administrative Proceedings: If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law, and he/she may not release information without written authorization from you or your personal or legally-appointed representative, or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court-ordered. You will be informed in advance if this is the case.
- Serious Threat to Health or Safety: When he/she judges that a disclosure of confidential information is necessary to protect against a substantial and imminent risk that you will inflict serious harm on yourself or another person, he/she has a duty to report this information to the appropriate people who would address such a risk (i.e. the police or the potential victim).
- Worker's Compensation: When a claim is filed, he/she is required by law to release those records that are directly related to any injuries or disabilities claimed by you (for which you are receiving benefits from your employer) to you, your employer, your employer's insurer, a peer review organization or the health care selection board.

#### IV. Patient's Rights and Therapist's Duties Patient's Rights:

- Right to Request Restrictions -- You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, your clinician is not required to agree to a restriction you request.
- Right to Receive Confidential Communications by Alternative Means and at Alternative Locations You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member

to know that you are being seen by your clinician. Upon your request, he/she will send your bills to another address.)

- Right to Inspect and Copy You have the right to inspect or obtain a copy (or both) of PHI in your clinician's mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. He/she may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, he/she will discuss with you the details of the request and denial process.
- Right to Amend You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. Your clinician may deny your request. On your request, he/she will discuss with you the details of the amendment process.
- Right to an Accounting You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, your clinician will discuss with you the details of the accounting process.
- Right to a Paper Copy You have the right to obtain a paper copy of the Notice from your clinician upon request, even if you have agreed to receive the notice electronically

#### Therapist's Duties

- Your clinician is required by law to maintain the privacy of PHI and to provide you with a notice of him/her legal duties and privacy practices with respect to PHI.
- Your clinician reserves the right to change the privacy policies and practices described in this notice. Unless he/she notifies you of such changes, however, he/she is required to abide by the terms currently in effect.
- If your clinician revises their policies and procedures, he/she will mail you a revised notice. A copy will also be posted in the office.

#### V. Complaints

If you are concerned that your clinician has violated your privacy rights, or you disagree with a decision made about access to your records, you may contact them at 505-795-5566. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. Your clinician can provide you with the appropriate address upon request.

#### VI. Effective Date, Restrictions and Changes to Privacy Policy

This notice will go into effect on January, 2012.

Your clinician reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI that he/she maintains. Your clinician will provide you with a revised notice by mail.

Client Signature



# **PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT**

This document (the Agreement) contains important information about your clinician's professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI). HIPAA requires that your clinician 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 your clinician obtain your signature acknowledging that you have been provided this information. Although these documents are long and sometimes complex, it is very important that you read them carefully, and we can discuss any questions you may have. 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 unless your clinician has taken action in reliance on it; if there are obligations imposed on him/her 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 clinician and patient, and the particular problems you are experiencing. There are many different methods your clinician may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. It calls for a very active effort on your part. Psychotherapy can have benefits and risks. Since therapy often involves discussing difficult aspects of your life, you may experience uncomfortable feelings. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. 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, your clinician will be able to offer you some first impressions of what the 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 him/her. Therapy involves a commitment of time, money, and energy, so you should be very careful about the clinician you select. If you have questions about your clinician's procedures, you should discuss them whenever they arise. If your doubts persist, he/she will help you set up a meeting with another mental health professional for a second opinion, if you wish.

#### MEETINGS

Your clinician normally conducts an assessment that will last from 2 to 6 sessions. During this time, you and your clinician can both decide if your clinician is the best person to provide the services you need in order to meet your treatment needs. If psychotherapy is begun, therapy will generally schedule one 55-minute session per week at a time agreed upon, although some sessions may be longer or more frequent.

#### **PROFESSIONAL FEES**

The fee for professional services with your clinician is \$100.00, including counseling appointments, report writing, telephone conversations, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request. If you become involved in legal proceedings that require your clinician's participation, you will be expected to pay for that professional time, including preparation and transportation time. Your clinician charges \$300.00 per hour for attendance at any legal proceeding. Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. Insurance companies do not provide reimbursement for cancelled sessions.

#### CONTACTING YOUR CLINCIAN

Due to his/her work schedule, your clinician may not be immediately available by telephone. He/she will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform him/her of some times when you will be available. If you are unable to reach him/her and feel that you can't wait for a return call, contact the Santa Fe Crisis line at 505-820-6333, call your family physician, or the nearest emergency room and ask for the clincian on call. If your clinician is unavailable for an extended time, he/she may provide you with the name of a colleague to contact, if necessary.

#### LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a mental health professional. In most situations, your clinician can only release information about your treatment to others if you sign an Authorization form that meets certain legal requirements. 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:

- Your clinician may occasionally find it helpful to consult other health and mental health professionals. During a consultation, he/she makes every effort to avoid revealing the identity of our patients. The other professionals are also legally bound to keep the information confidential. If you don't object, he/she will not tell you about these consultations unless they feel that it is important to your work together. Your clinician will note all consultations in your chart.
- You should be aware that your clinician practices with other mental health professionals and employs administrative staff. In most cases, he/she may need to share protected information with these individuals for clinical or administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have received special training on how to protect your privacy and have sworn not to release any information outside of the practice without the permission of a professional staff member.

- Your clinician may also have contracts with business associates, such as bookkeepers and accountants. As required by HIPAA, he/she has formal business associate contracts with these businesses in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, he/she can provide you with the names of these organizations and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

# There are some situations in which your clinician is permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the therapist-patient privilege law. Your clinician cannot provide any information without your (or your personal or legally-appointed representative's) written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order him/her to disclose information.
- If a government agency is requesting the information for health oversight activities, your clinician may be required to provide it for them.
- If a patient files a complaint or lawsuit against your clinician may disclose relevant information regarding that patient in order to defend himself/herself.

There are some situations in which your clinician is legally obligated to take action. When he/she determines it is necessary to attempt to protect a patient or others from harm, he/she may have to reveal some information about a patient's treatment. These situations are uncommon in your clinician's practice.

- If your clinician knows or has reasonable cause to believe that a child under 18 is an abused or a neglected child, the law requires that he/she immediately report the matter to an appropriate governmental agency, usually the Child, Youth and Family Department in the county where the child resides. Once such a report is filed, he/she may be required to provide additional information.
- If your clinician has reasonable cause to believe that an incapacitated adult is being abused, neglected or exploited, he/she must immediately report that information to Adult Protective Services. Once such a report is filed, he/she may be required to provide additional information.
- If your clinician believes that a patient presents a substantial and imminent risk of serious harm to another, he/she may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.
- If a patient threatens a substantial risk or serious harm to himself/herself, your clinician 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, your clinician will make every effort to fully discuss it with you before taking any action and he/she will limit their disclosure to what is necessary.

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 that you may have now or in

the future with your clinician. The laws governing confidentiality can be complex, and we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

#### **PROFESSIONAL RECORDS**

The laws and standards of our profession require that your clinician keep Protected Health Information (PHI) about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others or where information has been supplied to him/her confidentially by others, 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, your clinician recommends that you initially review them in the presence of him/her, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, your clinician charges a copying fee of \$.25 per page (and for certain other expenses). If your clinician refuses your request for access to your records, you have a right of review, which he/she will discuss with you upon request.

#### PATIENT RIGHTS

HIPAA provides you with several rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that your clinician amend 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 policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and your clinician's privacy policies and procedures. Your clinician will be happy to discuss any of these rights with you.

#### **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless your clinician agrees otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, your clinician may be willing to negotiate a fee adjustment or payment installment plan. For returned checks a \$4.00 insufficient charge will be billed. If your account has not been paid for more than 120 days and arrangements for payment have not been agreed upon, your clinician has the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require the disclosure of otherwise confidential information. In most collection situations, the only information your clinician releases regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

#### **INSURANCE REIMBURSEMENT**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. Your clinician will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of fees. 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 that describes mental health services. If you have questions about the coverage, call your plan administrator. Your clinician will provide you with whatever information he/she can based on his/her experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, your clinician is willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel they need more services after insurance benefits end. You and your clinician may discuss the options you have under such circumstances.

You should also be aware that your contract with your health insurance company requires that your clinician provide it with information relevant to the services that are provided to you. Your clinician is required to provide a clinical diagnosis. Sometimes your clinician is required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, your clinician will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, your clinician has no control over what they do with it once it is in their hands. Your clinician will provide you with a copy of any report he/she submits, if you request it. By signing this Agreement, you agree that your clinician can provide requested information to your insurance carrier.

# "I hereby authorize the release of medical information to my insurance company. If insurance claims are filed through this office, I authorize medical benefits for those services to be paid to this office."

Once your clinician has all of the information about your insurance coverage, he/she will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your therapy. It is important to remember that you always have the right to pay for services yourself to avoid the problems described above unless prohibited by contract.

# YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

#### Client Signature



# FEE AGREEMENT FOR ADDITIONAL PROFESSIONAL TIME

There are several services beyond conducting therapy that your clinician might have to provide. These tasks are important to serving your best interest and include, but are not limited to:

- Telephone consultations with other professionals involved either currently or in the past. For example: school staff (counselor, teacher), medical professionals (psychiatrist, pediatrician), other mental health providers (custody evaluator, family therapist), or legal professionals (guardian ad litem, attorney).
- In-person consultations with other professionals, including transportation time.
- Telephone consultations with parents (beyond routine matters).
- Preparing documents such as letters and reports to parents or other professionals.
- Reviewing legal, educational, or past treatment records.
- Other non-routine services. To the extent reasonably possible, these individualized tasks will be identified ahead of time and reviewed prior to carrying out and billing for them.

Because these services require professional time, there is a fee for which you will be charged. Insurance typically does not cover these costs so you will be personally responsible for payment. Billing will be based on 15 minute units of time and prorated based on your clinician's hourly fee of \$100.00 (15 minutes would cost \$25.00; 30 minutes, \$50.00; etc.). If these tasks are performed in preparation for or attendance at legal proceedings, your clinician's hourly fee is \$300.

Client Signature

Date



# MISSED APPOINTMENTS AND LATE CANCELLATION POLICY

- I understand that if I miss a scheduled appointment, or cancel less than 24 hours before the appointment, I am responsible for paying the cost of the appointment.
- I understand that if I miss an appointment, or do not cancel with 24 hour notice, which involves another party with whom I am sharing the cost, I am responsible for the total cost of the appointment.
- I understand that your clinician is not able to bill my insurance for missed appointments and that I may be charged for the cost of that appointment.
- The standard fee for a missed session is \$75 an hour unless otherwise agreed upon by your clinician.

Client Signature

Date