

Client - Therapist Contract

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains important information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose 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 I have provided you with this information at the end of this session. 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 that time. When you sign this document, it will represent an agreement between us.

Psychological Services.

Psychotherapy is not easily described in general statements. It varies depending on the personality of both the therapist and the patient and the particular problems that the patient brings. 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; it calls for an active effort on the part of the patient. Psychotherapy can aid you in discovering tools and techniques that can be utilized to improve the quality of your life and your relationships. Psychotherapy involves change, which may feel threatening not only to you but also to those people close to you. The prospect of giving up old habits, no matter how destructive or painful, can often make you feel very vulnerable. The process can include experiencing feelings like sadness, guilt, anxiety, anger, and fear and making changes that you did not originally intend. Like any professional service, therapy may not work, and for a relatively small number of people, problems may get worse. Even so, many people find that therapy is worth the discomfort they feel. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. There are no guarantees of what you will experience.

As the patient involved in this process, you have the right to ask me about my professional experience, background, and theoretical orientation. As the therapist, I am offering the following information regarding the therapeutic relationship in response to frequently asked questions.

The Therapy Process

Initially, we will meet to evaluate the problems that bring you to therapy and I will give you some initial impressions of the kind of treatment that would be helpful to you. During the first few sessions, you should be thinking about whether you feel comfortable working with me. Because therapy may involve a substantial commitment of time, money, and energy, it is important that you feel comfortable with the therapist you choose. If you decide that you are not comfortable working with me, I would be happy to help you find another therapist. If you do decide to work with me, we will develop goals and a treatment plan together. If we decide that group therapy is appropriate, I will give you a separate group contract, which we will discuss. Once psychotherapy is initiated we will decide on a regular schedule of meetings; usually at least one session a week. You may discontinue therapy at any time, though I strongly encourage you to discuss it with me first. I can provide you with referrals to other therapists if that seems needed.

Fees

My basic fee for a psychotherapy session is \$____. The initial two evaluation sessions are each \$____.00. Payment must be made by cash or check at the time services are rendered, unless we agree otherwise or unless you have insurance coverage that requires another agreement. Periodically my fees increase due to inflation and cost of living increases. Services provided outside of regularly scheduled appointments such as report writing, preparation of records or treatment summaries, extended phone consultations, and the time spent performing any other service you may request of me are prorated. In the unusual circumstance that you are involved in a legal proceeding that requires 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 complexity and difficulty of legal involvement I charge a separate legal fee.

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. It is your responsibility to find out exactly what mental health services are covered for you by your insurance policy, and whether treatment needs to be pre-authorized. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company.

You should also be aware that most insurance companies require me to provide them with a code number that indicates a clinical diagnosis. The insurance company will sometimes ask for more information including symptoms, diagnoses, degree of impairment, and my treatment methods. This will become part of your permanent medical record. I will let you know if this situation should arise. Please understand that I have no control over how these records are handled at the insurance company. My policy is to provide only as much information as the insurance company needs to pay your benefits.

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, I have no control over what they do with it once it is in their hands.

Once you have 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 they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for services yourself to avoid the problems described above.

Please note that the insurance contract is between you and your insurance company and the responsibility for your fees is yours. Consequently, disputes concerning coverage must be resolved by you with your insurance carrier. Further, even though payment may be sent from the insurance company directly to me, it is your responsibility for any balance not covered by your insurance. Unpaid bills may be turned over to a collection agency and/or an attorney and, if so, you will also be responsible for collection and/or legal costs.

Missed or Canceled Appointments

Please notify me a week in advance if you need to cancel or reschedule your appointment. Insurance companies cannot be billed, and will not pay, for missed or late-cancelled appointments. **Unless you give me 48-hours notice, and without exception, missed or canceled appointments will incur the usual charge of \$____.**

Telephone Calls

Your messages are picked up on my confidential voice mail. I check my messages periodically throughout the day and return calls at my earliest convenience. It helps to leave me your phone number (even though I have it) and to let me know until what time at night I can get back to you. If your situation is an emergency, please make that clear on your message and I will return your call as soon as possible. In an immediate crisis, call 911 or look in the front of the phone book under psychiatric crisis. When I am away I arrange for a licensed therapist to cover my emergency calls.

Email

Unfortunately I have no way to ensure confidentiality over the Internet so, if you choose to contact me by email, you are assuming all risks regarding the confidentiality of any information you send by email. My communications to you via email will be for scheduling and billing only. Please let me know any concerns regarding this issue.

Confidentiality

Your therapy will include talking over very private things with me. To some extent my ability to help you will depend on how open you can be about yourself – your ideas, feelings, and actions. So that you can feel free to talk openly with a psychologist and so that your right to privacy is protected, the law makes it a psychologist's duty to keep patient information confidential. This means that, with some very limited exceptions (some noted below), I cannot reveal information about you to anyone else or send out information about you without your permission. If we become involved in family or couple's therapy (where there is more than one client), and you want to have my records of this therapy sent to someone, all of the adults present will have to sign a release.

If you ever want me to share information with someone else (for example, your physician), I ask that you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. We will talk about this before you sign the consent. 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:

Minors

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agree to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. However, before giving them any information, I will, if possible, discuss the matter with you.

Exceptions to Confidentiality

There are exceptions to confidentiality that you should know about. Please note that while most of these situations are rare, they are important for you to understand. Exceptions to confidentiality include, but are not limited to, the following:

1. If you threaten to harm someone else, I am required under the law to take steps to inform the intended victim and appropriate law enforcement agencies.
2. If you threaten to cause severe harm to yourself, I am permitted to reveal information to others if I believe it is necessary to prevent the threatened harm.
3. If you reveal or I have reasonable suspicion that any child, elderly person, or incompetent person is being abused or neglected, the law requires that I report this to the appropriate county agency.
4. If a court of law orders me to release information, I am required to provide that specific information to the court.
5. If you have been referred to me by a court of law for therapy or testing, the results of the treatment or tests ordered may have to be revealed to the court.
6. If you are or become involved in any kind of lawsuit or administrative procedure (such as worker's compensation), where the issue of your mental health is involved, you may not be able to keep your records or therapy private in court.
7. If you see me in couples, group, or family therapy, I ask that each member of the therapy promise to keep whatever happens in treatment confidential. However, I cannot guarantee that others will keep this agreement.
8. In order to provide you the best treatment I can, there will be times when I may seek consultation from another licensed mental health professional. In these consultations, I make every effort to avoid revealing your identity. The consultant is also legally bound to keep the information confidential, although the exceptions to confidentiality apply to them as well. Similarly, when I am away or unavailable, my practice is covered by a licensed therapist. I may inform the on-call therapist about your situation to facilitate your getting appropriate support should you need it in my absence.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any of your questions or concerns as soon as possible. The laws and rules on confidentiality are complicated. Please bear in mind that I am not able to give you legal advice. If you are in a situation in which you need advice regarding special or unusual concerns, I strongly suggest that you talk to a lawyer to protect your interests.

Special Situations: Separation, Divorce, and/or Custody Disputes

If you are considering bringing your child to me for therapy, then I will always ask whether you are separated or divorced and whether a legal decision has been made about legal custody and physical custody of the child. Except in an emergency, if parents have joint legal custody then I contact the other parent and obtain their consent before I begin to see the child in therapy. In most states, this is a legal requirement - when parents have joint legal custody then both parents must consent to the treatment. Furthermore, in most circumstances having both parents involved in the child's therapy is beneficial to the child and their therapy. I also typically contact the other parent in situations in which one parent has sole legal custody of the child because it is beneficial to the child when both parents support the treatment. Of course, all situations are not the same and we will have an opportunity to talk about your specific family before I contact any one else.

If we are working together in therapy and you are involved in a divorce or custody dispute, I will not provide testimony in court on any subject other than your therapy. You must hire a different mental

health professional for any evaluations you require. This position is based on the following: (1) My statements may be seen as biased in your favor because we have a therapy relationship; (2) most, or even all, of the information I have about you has been provided by you and I do not have independent information about parenting or custody; and (3) my testimony might affect our therapy relationship, and I must put this relationship first.

I encourage you to ask any questions you have about therapy, about my professional background, and about what you have read in this agreement. In the unlikely event that problems arise during treatment that we cannot resolve together, I can refer you to other therapists for a consultation.

Patient-Therapist Contract

Your signature here below indicates that you have read and understood the Patient-Therapist Contract:

Client signature _____ Date _____

Client name: _____ SSN: _____ Date of birth _____

Signature of person responsible for payment: _____ Date: _____

Person responsible for payment (if not yourself): _____ SSN: _____

Date