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PLLC

THERAPIST/CLIENT SERVICE 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 federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it represents an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

THERAPY SERVICES

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. It is a collaborative process with each of us playing an important role. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of, and I, as your therapist, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness, and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. Experiencing these feelings, even if it seems as though they are more intense or frequent upon beginning therapeutic work, indicates that you are undergoing the process of significant internal change. You may find that you recall uncomfortable memories as we work together. In rare circumstances, some people find that therapy simply is not a helpful tool for them. However, psychotherapy has generally been shown to have substantial benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems; but, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. You get out of it what you put into it. In order to be most successful, you are encouraged to work on things we discuss outside of sessions, and I may give you “homework assignments” from time to time.

The first 2-4 sessions will involve a comprehensive evaluation of your needs and discussion of your goals. By the end of the evaluation period, I will be able to offer you some initial impressions of what our work might look like. At that point, we will create an initial treatment plan. You should evaluate this information and make your own assessment about whether you

feel comfortable working with me. If you have questions about my procedures, we should discuss them whenever they arise. I do not begin work with clients I do not believe I can help. Therefore, I will enter into our relationship with optimism for your progress and success.

APPOINTMENTS AND CANCELLATION POLICY

A clinical session is 55 minutes and begins at the scheduled time. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you provide 24 hour notice. If you miss a session without canceling, or cancel less than 24 hours in advance, you will be charged the full fee for the session, which is \$100.00. The only exception to this is if we both agree that you were unable to attend due to significant circumstances beyond your control. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time.

It is my policy to keep a credit card on file for each client. I utilize a secure, HIPAA compliant online billing system, which is where all credit card information is stored. You may still choose to make a payment by check, cash or a card different from the credit card on file at the time service is rendered. In the event of a missed session or a late cancellation, I will use the credit card on file, unless an alternate form of payment is identified. I will never apply any charges to a stored credit card without prior notification.

FEES

The standard fee for the initial 90-minute intake session is \$130.00 and each subsequent 55-minute session is \$100.00. You are also welcome to participate in 90-minute sessions if you and I decide that there is sufficient need for this work. 90-minute sessions are \$130.00. You are responsible for paying at the time of your session. Payment must be made by cash, check, or major credit card. Any checks returned to my office are subject to an additional fee of \$25.00 to cover the bank fee that I incur. If you refuse to pay for services provided, I reserve the right to terminate services and/or use an attorney or collection agency to secure payment. If you cannot pay for your sessions due to financial hardship, please notify me so that we can work together to identify payment options as I have a limited number of sliding scale appointment slots available.

In addition to appointments, it is my practice to charge a fee on a prorated basis (determined from hourly rate of \$100.00) for other professional services that you may require, such as report writing (*letters, record requests, treatment summaries, school forms, FMLA forms, work forms, Subpoena Duces Tecum Compliance, etc.*), telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other services which you may request of me.

LITIGATION POLICY AND FEES FOR COURT-RELATED SERVICES

If you anticipate becoming involved in a court case, I recommend that we discuss this fully before you waive your right to confidentiality. If your case requires my participation, you will be expected to pay for the professional time required even if another party compels me to testify. This entails a flat fee of \$800 per day, even if court proceeding is held for half of a day. Courtroom scheduling and proceedings are often unpredictable, and as a result, I clear my schedule for the entire day. I require payment for court proceedings be made 72 hours in advance of the scheduled date. There is a 48 hour cancellation policy for court proceedings and depositions. Any cancellations that occur within the 48 hour time frame of the court appearance are NON-REFUNDABLE.

INSURANCE

I am in-network with Blue Cross Blue Shield PPO and Medicare Texas. I must be able to verify insurance coverage prior to your initial appointment. While insurance companies may verify coverage for therapy services, it is not a guarantee that they will provide me with reimbursement or will authorize coverage of your sessions on an ongoing basis. If your insurance company does not cover the sessions provided, you are responsible for session fees. I will notify you immediately if your insurance company is not authorizing sessions.

If you are covered by a different insurance company, I can supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use an in-network therapist, I will gladly refer you to a colleague.

RECORD-KEEPING

I am required to keep appropriate records of the services that I provide. For adult clients, I store records for five (5) years beyond the discontinuation of services. For minor clients, I store records for five (5) years beyond the age of 18 following the discontinuation of services. In each case, records will be securely destroyed once I am no longer obligated to keep them. Your records are maintained in a cloud-based electronic records system. When necessary, I store some paper components of your record in a secure location in the office. I keep information on the dates of your sessions, your medical, social, and family history, your goals for treatment, your progress in therapy, diagnostic information, treatment plans, records sent to other providers, records received from providers, financial information, and other information relevant to your care. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them with me, or have them forwarded to another mental health professional to discuss the contents. If I refuse your request for access to your records, you have a right to have my decision reviewed by another mental health professional, which I will discuss with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request.

CONFIDENTIALITY

My policies about confidentiality, as well as other information about your privacy rights, are fully described in a separate document entitled Notice of Privacy Practices. You have been provided with a copy of that document and we have discussed those issues. Please remember that you may reopen the conversation at any time during our work together.

PARENTS & MINORS

While privacy in therapy is crucial to successful progress, parental involvement can also be essential. It is my policy not to provide treatment to a child under age 12. For adolescent clients, I request an agreement between the client and the parents allowing me to share general information about treatment progress and attendance. All other communication will require the adolescent's agreement, unless I feel there is a safety concern (see also above section on Confidentiality for exceptions), in which case I will make every effort to notify the adolescent of my intention to disclose information ahead of time and make every effort to handle any objections that are raised.

CONTACTING ME

I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voicemail and your call will be returned within 24 hours. If, for any number of unseen reasons, you do not hear from me or I am unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe: 1) call 911 and request assistance from the mental health deputies, 2) call the Austin Travis County Integral Care 24-hour crisis hotline at (512) 472-HELP, 3) call the Mobile Crisis Outreach Team at 1-877-466-0660 for Hays County or 4) seek assistance at the nearest hospital emergency room. If you find that you are struggling to cope between sessions, I may suggest that we increase the number of sessions per week or make recommendations for more intensive support (such as a treatment program). I will make every attempt to inform you well in advance of planned absences.

TERMINATION AND FOLLOW-UP

Deciding on when to end our work together is meant to be a mutual process. Before a decision is made, we will discuss how you know if or when to come back or whether a regularly scheduled “check-in” might be beneficial for you. If it is not possible for you to phase out of the therapeutic relationship, I recommend we have a closure on the process with at least two termination sessions.

Reasons to terminate therapy may include, but is not limited to, non-compliance with treatment recommendations; my assessment that I am not effective in helping you reach your therapeutic goals; failure or refusal to pay for services after a reasonable period of time; and dissatisfaction of the client in the therapeutic relationship.

If you are unhappy with what is happening in therapy, I hope you will talk with me so that I can respond to your concerns. Such comments will be taken seriously and handled with care and respect. Our work will be slower and more difficult if your concerns with me are not actively addressed. If you feel as though you have been mistreated by me in any way and are unwilling or unable to resolve this issue with me in person, you may file a complaint with the Texas Board of Social Work Examiners at (800) 942-5540. You may also request that I refer you to another therapist and are free to end therapy at any time.

You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspect of therapy and about my specific training and experience. You have the right to expect that I will not have social or sexual relationships with clients or former clients.

CONSENT TO PSYCHOTHERAPY

By signing below, you indicate that you have read this Agreement, agree to its terms, and have been provided with a copy of the Agreement. The information outlined in this Agreement may be discussed at any time and may be open to change. You have the right to withdraw your consent to therapy at any time, for any reason. Signing this form does not indicate the waiving of any rights.

Client signature / Parent or guardian if under 18

Date

Client printed name / Parent or guardian printed name

Megan Gillespie, LCSW, PLLC

Date