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INFORMED CONSENT TO TREATMENT **AGREEMENT**

Welcome to Upwards 'N' Onwards, LLC. 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 will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

CLINICAL SERVICES

Therapy is a relationship between patient and therapist that works in part because of clearly defined rights and responsibilities held by each person. As a client in therapy, 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. I, as your therapist, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

Therapy 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 therapy often requires discussing the unpleasant aspects of your life. It is important that you consider carefully whether these risks are worth the benefits of change. Therapy has been shown to have benefits for individuals who undertake it and I hope you will find this to be true for you as well. 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. Despite this, there are no guarantees about what will happen. Therapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions.

The first 2-4 sessions will involve a comprehensive evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work might include. At that point, we will discuss your treatment goals and 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. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

Normally therapy ends at the successful obtainment of established treatment goals. However, there are exceptions. If we have contracted for a specific short-term piece of work, we will finish therapy at the end of that contract. If I am not in my judgment able to help you, because of your presenting problem or because my training and skills are in my judgement not appropriate, I will inform you of this fact and refer you to another therapist who may meet your needs. If you demonstrate or threaten violence verbally or physically, harass myself, the office, staff or my family, I reserve the right to terminate treatment unilaterally and immediately. Upon termination you will be offered referrals to other sources of care, but there is no guarantee that they will accept you as a patient.

I may be away from the office several times during the year to attend professional meetings/conferences. If I am not taking and responding to phone messages during those times I will have someone cover my practice.

I will tell you well in advance of any anticipated lengthy absences, and give you the name and phone number of the therapist who will be covering my practice during my absence. I am available for **brief** between-session phone calls during normal business hours. If scheduling allows you can obtain same day appointments as well. However, if you are experiencing an emergency when I am out of town, or outside of my regular office hours, and believe that you cannot keep yourself safe, please call 911, or go to the nearest hospital emergency room for assistance.

APPOINTMENTS

Appointments will ordinarily be 45-50 minutes in duration, once per week at a time we agree on, although some sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. You are responsible for coming to your session on time and at the time we have scheduled. If you are late, your appointment will still need to end on time and not run over into the next person's session.

If you need to cancel or reschedule a session, please send a text or email with 24-hour notice. If you miss a session without canceling, or cancel with less than 24 -hour notice, my policy is to collect the fees associated with your appointment (unless we both agree that you were unable to attend due to circumstances beyond your control). Communication is important, please note that after 15 minutes of not hearing from you, your appointment will be automatically canceled without notice and you will be charged. It is important to note that insurance companies **do not** provide reimbursement for cancelled sessions; thus, you will be responsible for the cost of the session as explained below in **Professional Fees**. The credit card you have on file will be charged to cover these fees. If it is possible, I will offer you a time to reschedule the appointment.

If you no-show for two sessions in a row and do not respond to my attempts to reschedule, I will assume that you have terminated treatment and reserve the right to make the space available to another patient without notice.

PROFESSIONAL FEES

The standard fee for the initial intake is \$170.00 and each subsequent session is \$140.00. Couples and family therapy sessions are \$180. You are responsible for paying at the time of your session unless prior

arrangements have been made. Payment can be made by cash or credit card (upon set up). Any checks returned to my office are subject to an additional fee of up to \$35.00 to cover the bank fee that I incur. If you refuse to pay your debt, I reserve the right to use an attorney or collection agency to secure payment.

If we decide to meet for a longer session, I will bill you prorated on the hourly fee. Emergency phone calls of less than ten minutes are normally free. However, if we spend more than 10 minutes in a week on the phone, if you leave more than ten minutes worth of phone messages in a week, or if I spend more than 10 minutes reading and responding to emails from you during a given week I will bill you on a prorated basis for that time. In addition to weekly appointments, it is my practice to charge this amount on a prorated basis (I will break down the hourly cost) for other professional services that you may require such as report writing, 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 service which you may request of me. 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.

Mandatory group therapy pre-screening appointments are \$50. Each group session is \$45. Groups last between 8 and 10 weeks.

INSURANCE

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. With your permission, my billing service and I will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting me know if/when your coverage changes. 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 advance authorization, without which they may refuse to 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 a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy. You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from the 5th edition of the Diagnostic Statistical Manual Text Revision (DSM-5-TR). There is a copy in my office and I will be glad to let you see it to learn more about your diagnosis, if applicable. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). 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 possession. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier if you plan to pay with insurance.

In addition, if you plan to use your insurance, authorization from the insurance company may be required before they will cover therapy fees. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage of the fee (which is called co-insurance) or a flat dollar amount (referred to as a copayment) to be covered by the patient. Either amount is to be paid at the time of the visit by the methods previously mentioned. In addition, some insurance companies also have a deductible, which is an out-of-pocket amount, that must be paid by the patient before the insurance companies are willing to begin paying any amount for services. This will typically mean that you will be responsible to pay for initial sessions with me until your deductible has been met; the deductible amount may also need to be met at the start of each calendar year. Once we have all of the information about your insurance coverage, we will discuss what we can reasonably expect to accomplish with the benefits that are available and what will happen if

coverage ends before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above, unless prohibited by a provider contract.

If I am not a participating provider for your insurance plan, I will supply you with a receipt of payment for services (referred to as a Superbill) 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 a participating provider, I can refer you to a colleague.

If you have insurance, you are responsible for providing me with the information I need to send in your bill. You must pay me your deductible at the beginning of each calendar year if it applies and any co-payment at each session. You must arrange for any pre-authorizations necessary. I will bill directly to your insurance company via electronic means for you once a month. You must provide me with your complete insurance identification information, and the complete address of the insurance company. If a check is mailed to you to cover your balance due, you are responsible for paying me that amount at the time of our next appointment. If the insurance overpays me, I will credit it to your account or refund it to you if you would prefer that. I am not willing to have clients run a bill with me. I cannot accept barter for therapy. Any overdue bills may be charged 1.5% per month interest. If you eventually refuse to pay your debt, I reserve the right to give your name and the amount due to a collection agency.

PROFESSIONAL RECORDS

I am required to keep appropriate records of the therapeutic services that I provide. Your records are maintained in a secure location in the office. I keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records I receive from other providers, copies of records I send to others, and your billing records. 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 and Limits of Confidentiality. You have been provided with a copy of that document and we will discuss 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 13 unless s/he agrees that I can share whatever information I consider necessary with a parent. For children 14 and older, I request an agreement between the client and the parents allowing me to share general information about treatment progress and attendance, as well as a treatment summary upon completion of therapy. All other communication will require the child's agreement, unless I feel there is a safety concern (reference Confidentiality form), in which case I will make every effort to notify the child of my intention to disclose information ahead of time and make every effort to handle any objections that are raised. This is outlined in the **Adolescent Consent Form, to be signed by both adolescent and parent(s)**.

CONTACTING ME

Email is the preferred method of communication as 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 voice mail (617.477.9078) and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. 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) go to your Local Hospital Emergency Room, or 2) call 911. I will make every attempt to inform you in advance of planned absences, and provide you with the name and phone number of the mental health professional covering my practice.

OTHER RIGHTS

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. 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 aspects 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 current or former patients /clients.

Please note that all consent forms provided today are subject to revision. However, all revised documents will be presented to you for review, discussion and signature.

Acknowledgement of Upwards 'N' Onwards' Informed Consent to Treatment Agreement

By signing below, you are acknowledging that you have received and read this Informed Consent to Treatment Agreement and agree to the terms as outlined.

Signature of Patient

Signature of Therapist

Date
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[SEP]
[][]
[SEP]

Date [][]
[SEP]

Signature of Patient Personal Representative

Printed Name of Patient Personal Representative

Date

Description of Personal Representative's
Authority