

PSYCHOTHERAPY SERVICES AGREEMENT

Welcome to my practice. I have been in independent practice as a clinical social worker since 1985. I specialize in helping children, teens, and adults to resolve life difficulties so that they can reach their full potential.

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 privacy protections and client rights regarding 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 (find a copy in my waiting room) explains HIPAA as it applies to your 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 complex, it is important that you read them carefully. We can discuss any questions you have about procedures. We can discuss any questions you have after you have read the information. When you sign this document, it also represents 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 actions in reliance on it; if there are obligations imposed upon 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.

Psychotherapy Services: I work with individuals, couples, and families. When working with individuals, I focus on talents and building strengths for meeting life's challenges. Relationships are a major source of strength and support. My approach often involves working with the entire family. I use a variety of approaches including short-term problem solving, cognitive behavioral therapy, family and couples therapy, and play therapy. I also recognize the importance of body-mind-spirit and role of spiritual practice in one's life.

You have the right to ask my opinion about the risks and benefits of other types of treatment. If you could benefit from any treatment that I do not provide, I will assist you in obtaining that treatment. With your authorization, I will coordinate our work with other medical and behavioral health care providers.

The Psychotherapy Process: Therapy is a partnership that requires you to be very active in the process of change. At our first meeting, I will ask about your reasons for seeking help, get important background information, and learn about what you want to gain from psychotherapy. We will discuss goals and plans to reach the goals you outline.

Our first few sessions will involve evaluating your needs. By the end of the evaluation, I will offer impressions about what our work will include and a plan for therapy. You should evaluate this information along with your opinions of whether or not you feel comfortable working with me. Therapy involves a commitment of time, money, and energy. You should be very careful about the therapist you select. If you have questions about my procedures, you should discuss them as they arise. If your doubts persist, I will help you set up a meeting with another mental health professional for a second opinion.

In order for therapy to be most successful, you will have to work on things we talk about both during our sessions and at home. The length of time it takes to reach your goals depends on the nature of the problems and what you want to accomplish. There are no "magic wands." Change can happen quickly. But, often it may be slow, frustrating, and take time. Here are several points you need to know.

- **We will review progress toward your goals on a regular basis.** If you need additional resources, I will help you with a referral. For example, I may suggest that you attend self-help meetings, use community resources, or see a physician.
- **Psychotherapy has risks and benefits.** Risks sometimes include experiencing uncomfortable feelings such as sadness, anger, guilt, anxiety, and frustration. Psychotherapy requires discussing unpleasant aspects of your life. Psychotherapy also benefits people who participate. Therapy can lead to experiencing less distress, better relationships, and solving specific problems. However, there are no guarantees about what will happen. If I can not help you with the techniques that I have available, I will refer you to a professional who, in my opinion, can.
- **Ending Psychotherapy is inevitable.** It should not be done casually as it can be the most important part of our work. Either of us can terminate our work together if we believe it is in your best interest. I may ask that we meet for at least one session to review our work together, your accomplishments, any future work to be done, and your options. In this way, endings are productive.

Meetings

I normally conduct an evaluation that will last 2-4 sessions. During this time, we will decide if I am the best professional to help you meet your goals. If psychotherapy is begun, I usually schedule one 45-50 minute session (one appointment hour is 45-50 minutes). How often we meet is based on your needs. An appointment is a commitment to our work and a contract between us. Once an appointment hour is scheduled, you will be expected to

pay for the time you have reserved with me unless you provide 24-hour advanced notice of cancellation. Please note that insurance companies do not reimburse for missed or cancelled sessions.

Professional Fees

My fee is \$130.00 for the initial session, \$120.00 for subsequent sessions per 45 minute session. In addition to weekly appointments, I charge this amount on a prorated basis for other professional services you may require such as report writing, telephone conversations that last longer than 10 minutes, attendance at meetings or consultations with other professionals which you have authorized, preparation of records or treatment summaries, or the time required to perform any other service that you may request of me. If you become involved in litigation that requires my participation, you will be expected to pay for the professional time required even if I am compelled to testify for another party.

Contacting Me

Out of consideration for clients, I do not take telephone calls when I am in sessions. When I am not available, my telephone is answered by voicemail. As soon as I can, I will respond to your message. You can leave a confidential voicemail message for me at anytime. When listening to messages, I turn the volume off so that others are unable to hear incoming messages left by callers. Voicemail requires a password and is not accessed by others. If you call after hours or on weekends, I will return your call the next working day. If you call after 5 PM and it is an emergency, please follow the directions. If I am unavailable for an extended period of time, I will provide you with the name of a colleague to contact.

I have found in most cases that telephone counseling is not effective. If you need more than five minutes to resolve and issue, it is most helpful to schedule an appointment. If a telephone consultation exceeds 10 minutes, I will charge you at our usual rate.

In an emergency...call the office number and follow the instructions on the voice mail recording. This will page me. If you can not reach me or can not wait for me to return your call, contact your family physician or prescribing psychiatrist (if applicable). You also can call the Respond Program (423) 894-4220 or 1-800-542-9600 or go to the nearest emergency room for immediate assistance.

CONFIDENTIALITY

In general, the confidentiality of all communications between a client and a psychotherapist is protected by law, and I can only release information about our work to others with your written permission. 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 that you may have at our next meeting. The laws governing these issues are quite complex and I while I am not an attorney, I am happy to discuss these issues with you. Should you need specific advice, formal legal consultation may be desirable.

Limits on confidentiality

In most circumstances, I can only release information about you and your treatment to others if you sign a written authorization form that meets legal requirements. There are other situations that require only that you provide written, advanced consent. I may use or disclose your Protected Health Care Information for treatment, payment, and health care operations purposes with your consent. Your signature on this agreement provides consent for those activities as follows:

- I may find it helpful to consult about a case with other professionals. In these consultations, I make every effort to avoid revealing the identity of my client. The consultant is, of course, also legally bound to keep the information confidential.
- Disclosure required by health insurers or to collect overdue fees and discussed elsewhere in this agreement.
- I practice with other mental health professionals and contract for administrative staff support. In most cases, I need to share protected health information with these individuals for clinical and administrative purposes such as scheduling, filing, and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been trained about protecting your privacy and have agreed not to release any information outside and have agreed not to release any information outside of the practice without permission of a professional staff member.
- I also contract for accounting and cleaning services. I have formal business associate contracts with these businesses in which they promise to maintain the confidentiality.

There are some situations where I am permitted or required to disclose information without your consent:

- There are some situations in which I am legally required to take action to protect others from harm, even though that requires revealing some information about a client's treatment. For example, if I believe that a child, an elderly person, or a disabled person is being abused, I must file a report with the appropriate state agency. If I believe that a client is threatening serious bodily harm to another, I am required to take protective actions, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization. If a client threatens to harm him/herself, I may be required to seek hospitalization for the client, or to contact family members or others who can help provide protection.
- If you are involved in a court proceeding and a request is made for information about professional services I have provided and/or the records thereof, such information is confidential under state law. I must not release information without your consent or a court order. This privilege does not apply when you the services you receive are court ordered. I will inform you in advance if this is the case.
- Children who are under the age of about 14 have little legal right to keep what they tell us from their parents if the parents ask. Between 14 and 18, however, as the person becomes more able to understand and choose, he or she assumes legal rights. If you are between 14 and 18, please understand that while most of the specific things you tell us will be treated as confidential because that would assist with your treatment, your guardians do have the right to general information on some important life issues and on how our therapy is progressing so they can make informed decisions.
- In cases where I treat several members of a family (parents and children or other relatives) the confidentiality situation can become very complicated because I would have a mixture of responsibilities to different members.
- If you are in group therapy, the other group members are not therapists and do not have the same ethical and legal rules. I do attempt to have everyone in a group promise to keep material confidential.
- Our office staff makes every effort to preserve confidentiality for our patients.
- I ask each patient to abide by the "Golden Rule" which means that you not mention the identity (or names) of any other patient being seen at this office.
- I will not record our therapy sessions on audiotape or videotape without your written permission.
- If you want us to send information about your therapy to someone else, you must sign a Release.
- I will try to insure confidentiality when sending a Fax but errors are made for which I cannot be responsible.
- In an emergency, where your life or health is in immediate danger, I may release, to another professional, information that would protect your life, without your permission if necessary. If I do so, I will discuss this with you when possible afterwards.

Medication, Physical Health, and Psychotherapy

Occasionally, I recommend medication to aid in reaching your goals. If needed, I will refer you to your family physician or appropriate psychiatrist. If you are taking medication, I ask that you keep regular appointments with the prescribing physician. I encourage clients to have regular and thorough physical examinations. Physical health and emotional health often affect each other. Also, some insurance carriers require that I have a "working" relationship" with your physician.

Children in the Office

The therapists in our office provide services to children. We ask that young children be supervised when they are in the waiting area. If the session is not for your child, I ask that you schedule appointments at a time you have childcare available or can bring someone with you to watch your child(ren).

Your case records

Both law and the standards of my profession require that I keep appropriate treatment records. You are entitled to receive a copy or a summary of the records, unless I believe that seeing them would be emotionally damaging. Because these are professional records, they can be misinterpreted and/or can be upsetting, so I recommend that we review them together so that we can discuss what they contain. If you prefer, I will also be happy to forward these records to an appropriate mental health professional of your choice. Clients will be charged an appropriate fee for any preparation time required to comply with an information request.

Additional Points

Although I share an office setting with other therapists, each operates independently and is solely responsible for the quality of care s/he provides. I have an ethic responsibility and am eager to respond to any professional questions or concerns. I abide fully by the National Association of Social Workers "Code of Ethics." In accordance with these ethical principles, I can not have a dual relationship with you or accept gifts or payments beyond our agreed upon fees. My services as a therapist are not restricted or denied based on age, gender, race, religious beliefs, ethnic origin, sexual orientation, location of residence, disability, or health status.

Financial Responsibility**Fees**

My fee for each 45-50 minute session is \$120. In addition to weekly appointments, I charge this amount for other professional services you may need, though I break down the hourly cost if I work for periods of less than one hour. Other professional services include report writing, telephone conversations that last longer than 10 minutes, attending meetings or consultations with other professionals you have authorized, preparation of records or treatment summaries, or other services you request. If you become involved in legal proceedings that require my participation, you are expected to pay for the professional time required even if I am compelled to testify for the other party.

Billing and Payments

I expect that you pay for each session at the time it is held. The receptionist can take your payment. You do not have to use valuable therapy time when you pay the receptionist before your session.

Payments can be made with cash, by check, or by credit card. If paying with cash, please try to have correct change because I do not keep large sums in the office. There are ATM's at banks close to my office.

There is a \$30.00 service fee for returned checks. If your account is in arrears 60 days and you do not make suitable arrangement for payment, I have the option of using legal means to secure payment. Clients are responsible for any additional legal fees for collection of the balance.

Each client ultimately is responsible for payment of services. It is best for both of us that you not have an excessive unpaid balance. I request that a copy of a Visa or MasterCard to be kept on file and used only in the event that there is an overdue balance for an extended period of time (see Credit Card Guarantee Form). Temporary financial problems may affect timely payment of accounts. I encourage you to discuss with me if we need to make other payment arrangements. I will make every effort to work with you and, with your consent, with your insurance carrier for reimbursement. Please let me know if you have any questions or concerns about billing so that we can address these promptly.

Insurance Reimbursement

If you have a health insurance policy, it usually will provide some coverage for mental health treatment. I will provide you with whatever assistance I can in facilitating your receipt of the benefits you are entitled to receive. However, my relationship is with you, not your insurance company. You are responsible for fees for service. It is important that you find out exactly what services your insurance policy does and does not cover. You should carefully read the information in your insurance coverage booklet. I will attempt to help you clarify insurance requirements and benefits information. With your consent, I will provide your insurance carrier with information that is necessary and appropriate in order to obtain maximum benefits. Some other points to keep in mind about health insurance include:

- **Some insurance requires pre-authorization.** It is the client's responsibility to obtain pre-authorization for services before the initial visit. It is important to note that most companies do not backdate authorizations. Therefore, if this step is forgotten, the client is liable for charges. I can not resubmit claims for dates of service prior to authorization, if preauthorization is required.
- **Insurance policies have limits on payment.** Health care plans such as HMO's and PPO's are often oriented toward short-term treatment approaches designed to resolve specific problems that interfere with functioning. Insurance may not pay for all types of services. If pre-authorization is required for payment, it is necessary to receive additional approval from insurance to continue after a certain number of sessions. While a lot can be accomplished in short-term therapy, many clients want or need services beyond those covered by their health insurance benefits.
- **Your contract with your health insurance company requires that I provide information relevant to the services I provide for you.** I am required to provide a diagnosis. As previously addressed, most managed care companies require that I provide additional clinical information such as treatment plans or summaries or copies of your entire clinical record. In such situations, I will make efforts to release only the minimum information about you that is requested.

- **When we have information about your insurance coverage**, we will discuss what we can expect to accomplish with these benefits and what will happen if they run out before you feel ready to end your sessions. It is important to remember you have the right to self-pay.

Filing Insurance Claims

I file insurance claims as a courtesy to my clients. However all charges are the client's responsibility. Working with your insurance company is a cooperative effort. Often it takes your calls to insurance representatives to make sure that claims are paid correctly and in a timely manner. It is also important that you notify me of any changes in your policy.

Self Pay

It is important to remember that you always have the right to pay for my services yourself and avoid problems with insurance described above. This is really the only way to assure confidentiality and control over psychotherapy services. If you choose this option, I will discuss plans that can make this financially affordable.

I appreciate the opportunity to be of profession service to you. I look forward to your questions and comments at any time. If you are satisfied with my services, I would appreciate you referring other people to me who might benefit from these services. My practice grows from your referrals.

NOTICE OF CONFIDENTIALITY AND PRIVACY PRACTICES

Your health record contains personal information about you and your health. This information about you that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services is referred to as Protected Health Information ("PHI"). This Notice of Privacy Practices describes how I may use and disclose your PHI in accordance with applicable law and the *NASW Code of Ethics*. It also describes your rights regarding how you may gain access to and control your PHI.

I am required by law to maintain the privacy of PHI and to provide you with notice of my legal duties and privacy practices with respect to PHI. I am required to abide by the terms of this Notice of Privacy Practices. I reserve the right to change the terms of our Notice of Privacy Practices at any time. Any new Notice of Privacy Practices will be effective for all PHI that we maintain at that time. I will provide you with a copy of the revised Notice of Privacy Practices by posting a copy on our website, sending a copy to you in the mail upon request or providing one to you at your next appointment.

All record keeping and communication about you is conducted with special care to protect your confidentiality and privacy. Records are locked and available to me and trained staff only. In general, confidentiality of all communications between a client and a psychotherapist are confidential. I can release information about your treatment to others if you sign a written authorization form. There are other situations that require only that you provide written, advanced consent. Your signature on this Agreement provides consent for those activities as follows:

HOW I MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU

- I occasionally find it helpful to consult other health and mental health professionals about a case. During consultation, I make every effort to avoid revealing the identity of my client. Other professionals also are legally bound to keep the information confidential. If you do not object, I will not tell you about these consultations unless I think that it is important to our work. I will note the consultation in your clinical record.
- I practice with other mental health professionals and employ administrative office staff. I need to share information with these individuals for administrative purposes such as scheduling. All staff members are trained to protect your privacy and agree not to release information.
- I have contracts with business services such as accountants and attorneys. As required by HIPAA, I have formal business associate contracts with these businesses in which they promise to maintain confidentiality of this data.
- Disclosures required by health insurers or to collect overdue fees as discussed elsewhere in this agreement. Examples of payment-related activities are: making determination of eligibility or coverage for insurance benefits, processing claims with your insurance company, reviewing services provided to you to determine medical necessity, or undertaking utilization review activities. If it becomes necessary to use collection processes due to lack of payment for services, I will only disclose the minimum amount of PHI necessary for the purpose of collection.
- If a client threatens to harm him/herself, I am obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

- Under the law, I must make disclosures of your PHI to you upon your request. In addition, I must make disclosures to the Secretary of the Department of Health and Human Services for the purpose of investigating or determining our compliance with the requirements of the Privacy Rule.

Without Authorization: There are some situations where I am required or permitted to release information without either your consent or authorization.

1. If a client expresses intent to harm him/herself, I must breach confidentiality in order to protect the client. I may be required to seek hospitalization for the client or to contact family members or others who can help provide protection.
2. If a client expresses intent to harm others, I am required to take protective actions that may include notifying the potential victim, notifying police, or seeking appropriate hospitalization.
3. All cases of suspected child abuse/neglect or elder abuse must be reported to the appropriate state agency. This overrides all laws governing confidentiality. Once a report is filed, I may be required to provide additional information.
4. Court orders, warrants, subpoenas, or other mandatory government agency audits or investigations require by law the release of medical records and generally must be complied with.
5. If a client files a worker's compensation claim, I must upon appropriate request, provide a report to the appropriate individuals, including the client's employer.
6. If a client files a lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.

No information that is collected from other sources can be released. Telephone contact is restricted. No information can be given to a relative or other person intervening on the client's behalf including a spouse, or parent unless the client is a minor or incapacitated.

With Verbal Permission: I may use or disclose your information to family members that are directly involved in your treatment with your verbal permission.

With Authorization: Uses and disclosures not specifically permitted by applicable law will be made only with your written authorization, which may be revoked.

Special Confidentiality Issues for Children

Children under the age of 14 have little legal right to keep what they tell me from their parents, if the parent asks. As children become older they are more able to understand and choose, and thus receive more legal rights. For children between the ages of 14 and 18, please understand that most of the specific things that I am told will be kept confidential because that assists in treatment. Guardians do have the right to general information about important areas in teens' lives and how they are progressing in therapy so that they can make informed decisions.

Both parents have access to records and information regarding minor children unless courts have rescinded parental authority/rights. This also pertains to non-custodial parents. Other family members (step-parents, aunts, uncles, grandparents etc..) can be contacted only after a Release of Information Form is signed by the parent or guardian.

Other Issues About Confidentiality

In cases where I work with more than one family member, the confidentiality issue becomes very complicated because I have responsibilities to each member. The office staff makes every effort to protect your confidentiality. I ask that each client abide by the "golden rule" of not mentioning the names of any other client seen in this office. If situations arise that require I share information without your consent or authorization, I will discuss it with you as soon as possible afterwards.

While this summary may be helpful, issues regarding confidentiality can be quite complex. The laws and policies are designed to protect all concerned. It is important that everyone understand efforts to protect confidentiality and how these policies apply to particular situations. It is important that we discuss any questions you have about confidentiality at our next meeting. In situations where specific advice is required, formal legal advice may be required.

Professional Records

I keep Protected Health Information about you in a clinical record. It contains information about why you are seeking services, a description of the ways problems impact your life, your diagnosis, goals, progress toward goals, your social history, your treatment history, any past records I receive from previous providers, reports from consultations,

your billing record, and any reports I have sent to anyone, including your insurance carrier. You may examine and/or receive a copy of your clinical record, if you request it in writing. I will share this information with you except under unusual circumstances that involve danger to yourself or others, or when another individual is references and I think disclosing that information puts the other person at risk. Because professional records can be misinterpreted, I request that you review them in my presence or have them forwarded to another mental health professional so that you can discuss their contents. In most cases, I charge a copying fee of \$10.00 for reports of 20 pages or less and 25 cents per page thereafter.

Client Rights Regarding Your PHI

HIPAA provides you with several rights regarding your medical record including having access to inspect and copy your records, that I amend your record, requesting restrictions on what information from your clinical record is disclosed, requesting an accounting of most disclosures of protected health information that you neither consented to nor authorized, determining the location to which protected information is sent, having any complaints you make about my policies and procedures recorded in your record, and the right to a paper copy of this agreement, the attached notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

If you believe I have violated your privacy rights, you have the right to file a complaint in writing with me or with the Secretary of Health and Human Services at 200 Independence Avenue, S.W., Washington, DC. I will not retaliate against you for filing a complaint.

Confidentiality and Your Insurance Carrier

Insurance carriers and Health Maintenance Organizations (HMO's) often require Treatment Reports in order to have services approved. Many companies will not cover services unless this information is submitted. Typically, information requested on a Treatment Report includes presenting problems, functional status, level of distress, risk factors, diagnosis, if the client is taking medication, coordination with other providers, including primary care physicians, treatment planned, and response to treatment provided.

You should also be aware that insurance companies requires you to authorize me to provide personal identifying information about you, a clinical diagnosis, and information about the date of service, type of service and where the service was performed, in order to pay for treatment. Insurance companies can not require that you authorize release of psychotherapy progress notes as a condition for payment.

The information becomes part of the insurance company files. All insurance companies claim to keep this information confidential. However, I can not be responsible for this. Once information is conveyed to an insurance company, there is a possibility that they may share information with another entity. If you request it, I will provide you with a copy of any report that I submit to an insurance company.

It is important to weigh out the benefits of using insurance relative to the privacy risks that may arise from sharing information. There will be greater control over sensitive issues if services you pay for services privately.

Your Signature Is Required On the Back Page

I will make a copy of the statements you sign for your record. Keep the Services Agreement and Privacy Practices Information for your reference. Let me know if I can answer any questions about the information provided.

Please turn this page over. Sign and date that you have received copies of

- 1. Notice of Privacy Practices**
- 2. Psychotherapy Services Agreement**
- 3. To Avoid Missed Appointments Policy**
- 4. Permission to Contact You**

