

### PSYCHOTHERAPY SERVICE AGREEMENTFOR THE TREATMENT OF ADULT CLIENTS

Welcome to my practice. This document contains important information about my professional services and business policies. It 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.

## **PSYCHOLOGICAL SERVICES**

Therapy varies depending on the personalities of the psychologist and client, and the particular issues you are experiencing. I use different techniques depending on the issues you hope to address. Therapy is not like a visit to a medical doctor. Instead, it calls for a very active effort on your part, both in sessions and at home.

Psychotherapy can have benefits and risks. Since it often involves discussing unpleasant parts of your life, you may experience uncomfortable feelings like sadness, guilt, or anger. On the other hand, psychotherapy has been shown to have many benefits. It often leads to better relationships, solutions to problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

### **APPOINTMENTS**

I normally conduct a 1-3 session evaluation. During this time, we can both decide if I am the best person to help you meet your treatment goals. By the end of the evaluation, I can offer you initial impressions of what our work might include. Then we will discuss your goals and create an initial treatment plan. You should evaluate this information and make your own assessment of whether you feel comfortable working together. If you have questions, we should discuss them as they arise. If your doubts persist, I am happy to help you set up a meeting with another mental health professional for a second opinion.

I value our meetings and ask you to respect them as well. Please try not to miss sessions if possible. When you must cancel, please give me at least 24 hours' notice. Your session time is reserved for you and I am rarely able to fill cancelled appointments on short notice. Without 24 hours' notice, you will be charged the full fee. For Monday appointments, I must receive notice by Friday at 5pm. Your insurance will not cover this charge.

## **CONFIDENTIALITY**

My policies about confidentiality, as well as other information about your privacy rights, are fully described in a separate document titled Notice of Privacy Policies. 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.

## PROFESSIONAL FEES

The fee for a psychotherapy session is \$175.00. You are responsible for paying at the time of your session unless prior arrangements have been made. Payment may be made by check, cash, or credit card. I accept MasterCard or Visa; I do not accept American Express or Discover. Returned checks are subject to an additional fee of \$35.00. If you refuse to pay your debt, I reserve the right to use an attorney or collection agency to secure payment; I am permitted under law to disclose limited PHI to obtain payment. In addition to weekly appointments, I charge this amount on a prorated basis (I will break down the hourly cost) for other professional services you may require such as report writing, telephone conversations that last

longer than 15 minutes, attendance at meetings or consultations which you have requested (including travel time), 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. If am required to appear as a witness or to otherwise perform work related to any legal matter, the party responsible for my participation agrees to reimburse me at the rate of \$450 per hour for time spent traveling, speaking with attorneys, reviewing and preparing documents, testifying, being in attendance, and any other case-related costs.

### **INSURANCE**

In order to set realistic treatment goals and priorities, it is important to evaluate the resources you have to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I am not in-network with any insurance carriers. If you have a PPO or POS plan, your insurance plan will likely reimburse you for some portion of my fee. You are responsible for paying my full fee at the end of each session and submitting a claim with to your insurance carrier for reimbursement. I am not responsible for obtaining coverage for my services on your behalf.

Due to the rising costs of health care, insurance benefits have become increasingly complex. It is sometimes difficult to determine how much mental health coverage is available. Managed Health Care plans such as HMOs often require advance authorization, without which they may refuse to provide reimbursement. These plans are often limited to short-term treatment approaches designed to address specific problems interfering with a person's usual level of functioning. It may be necessary to seek approval after a certain number of sessions. While a lot can be accomplished in short-term therapy, some clients feel 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 to continue your therapy.

Most insurance companies require me to provide them with a clinical diagnosis. Diagnoses are technical terms describing the nature of your problems and whether they are short-term or long-term. (Diagnoses come from a book entitled the DSM-V. There is a copy in my office which I am glad to let you see to learn more about your diagnosis.) 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, probably stored digitally. All insurance companies claim to keep such information confidential, but I have no control over what they do with it. In some cases, they may share it 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. If you plan to use insurance, authorization from the insurance company may be required before they will cover therapy fees. If you do not obtain authorization and it is required, you may be responsible for full payment. Some insurance plans also have a deductible, an out-of-pocket amount that must be paid by the client before the insurance company begins paying any amount for services. This typically means that you are responsible for paying 100% of initial sessions until your deductible has been met. The deductible amount may also need to be met at the start of each calendar year. Once you have all of the information about your coverage, we will discuss what we can reasonably expect to accomplish with the available benefits and what will happen if coverage ends before you feel ready to end your sessions. You always have the right to pay for my services yourself to avoid the problems described above and not file claims with your insurance carrier at all.

## **CONSULTATIONS**

If you could benefit from a treatment I cannot provide, I will help you to get it. You have a right to ask me about such other treatments, their risks, and their benefits. Based on what I learn about what brings you to therapy, I may recommend a medical exam or a medication consult. If I do this, I will fully discuss my reasons with you, so that you can decide what is best. If you are treated by another professional, I will coordinate my services with them and with your own medical doctor. If for some reason treatment is not going well, I might suggest you see another therapist or another professional in addition to me. As an ethical therapist, I cannot continue to treat you if my treatment is not working for you. If you wish for another professional's opinion at any time, or wish to talk with another therapist, I will help you find a qualified person.

## PROFESSIONAL RECORDS

I am required to keep appropriate records of the services that I provide. Your records are maintained in a secure location in the office. You should be aware that, pursuant to HIPAA, I may keep you Protected Health Information (PHI) in two sets of records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts your life, diagnosis, treatment goals, progress, medical/social/ treatment history, any treatment records received from other providers, reports of any professional consultations, billing records, and any reports sent to anyone, including reports to your insurance carrier. Except in unusual circumstances, 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, I recommend that you initially review them in my presence or have them forwarded to another mental health professional so the contents can be discussed. In most circumstances, I am allowed to charge an appropriate copying fee (and for certain other expenses). The exceptions to this policy are contained in the Notice of Privacy Policies. If I refuse your request for access to the Clinical Record, you or have a right of review, which I will discuss with you upon your request.

In addition, in a few cases, I may also keep a set of Psychotherapy Notes. These are for my own use and are designed to assist me in providing you with the best treatment. They can include the contents of our conversations, my analysis of those conversations, and how they impact your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in the Clinical Record. These are kept separate from the Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy without signed, written authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for refusal. You may examine and/or receive a copy of these notes unless I determined that such information does not exist or cannot be found, or such disclosure would be injurious to your health or well-being.

If I meet with other family members in the course of your treatment, I will make notes of that meeting in the treatment records. Those notes will be available to any person or entity that has legal access to your treatment record.

### **CLIENT RIGHTS**

HIPAA provides you with rights with regard to your Clinical Record and disclosures of protected health information. These include requesting that I 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 my policies and procedures recorded in your records; 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 these rights with you.

#### **CONTACTING ME**

I am often not immediately available by phone, as I do not answer when I am with clients and I am often otherwise unavailable. At these times, you may leave a message on my confidential voicemail and I will return your call when possible. It may take a day or two for non-urgent matters. Even for urgent matters, there may be any number of unforeseen reasons that you do not hear from me or I am unable to reach you. If you cannot wait for my call or if you feel unable to stay safe, you or someone close to you should call 911 or go to the emergency room. 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 POINTS**

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. These comments will be taken seriously and handled with care and respect. You may also request that I refer you to another therapist, and you 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 clients or with former clients.

## **OUR AGREEMENT**

Please initial each statement and sign below.		
I under	estand I have the right not to sign this form.	
choose to discumentioned abo	read and discussed this agreement. It does not indicate that I am waiving any of my rights. I understand I can ass my concerns with you, the therapist, before I start formal therapy. I also understand that any of the points we can be discussed and may be open to change. If at any time during treatment I have questions about any of scussed in this brochure, I can talk with you about them, and you will do your best to answer them.	

I understand that after therapy begins, I have the right to wit However, I will make every effort to discuss my concerns about my			
I understand that no specific promises have been made to me by this therapist about the results of treatment, the effectiveness of the procedures used by this therapist, or the number of sessions necessary for therapy to be effective.			
I have read, or had read to me, the issues and points in this document, discussed those points I did not understand, and have had my questions fully answered. I agree to act according to the points covered here. I agree to enter into therapy with this therapist, and to cooperate fully and to the best of my ability, as shown by my signature here.			
MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS DURING OUR PROFESSIONAL RELATIONSHIP.			
Signature Date			
Printed Name			