



## Therapist – Client Agreement

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions that you might have so that we can discuss them now or at our next meeting. Once you sign this, it will constitute a binding agreement between us. I apologize in advance if some of it sounds harsh. It is written in “legalese” an unfortunate consequence of the litigious society in which we now live.

### Psychological Services

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and the client and depending on the particular problems that the client brings. There are a number of different approaches that can be utilized to treat the problems you hope to address. Psychotherapy is not like visiting a medical doctor, in that it requires a very active effort on your part. In order to be most successful, you will have to work both during our sessions and at home.

Psychotherapy, like everything in life, has both benefits and risks. Sometimes psychotherapy involves recalling and talking about unpleasant events in your life. Because of this, the risks of psychotherapy sometimes include experiencing uncomfortable levels of feelings like sadness, guilt, anxiety, anger, frustration, disappointment, loneliness and helplessness. Psychotherapy also has been shown to have benefits for people who undertake it, often leading to a significant reduction of feelings of distress, better relationships, and/or the resolution of specific problems. But, as with most things in life, there are no guarantees about what will happen.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work will include and an initial treatment plan, if you decide to continue. You should evaluate this information along with your own sense about whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. 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 secure an appropriate consultation with another mental health professional.

### Meetings

My normal practice is to begin with a period of evaluation that will last from 2 to 4 sessions. During this time, we can both decide whether I am the best person to provide the services that you need in order to meet your treatment objectives. If we continue, I will usually schedule one 45-50 minute session per week at a mutually agreed time, although sometimes sessions will be longer or more frequent. **Once this appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advanced notice of cancellation** (see cancellation policy below). If it is possible, I will try to find another time to reschedule the appointment the same week.

### Professional fees

My hourly fee is \$110.00. In addition to weekly appointments, it is my practice to charge for other professional services you may require such as: report writing, telephone conversations which last longer than 10 minutes, attending meetings or consultations with other professionals which you have authorized, preparing records or treatment summaries, or the time required to perform any other service which you may request of me. In unusual circumstances, you may become involved in a litigation, which may require my participation. If that were to happen, you would be expected to pay for the professional time required even if I am compelled to

testify by another party. Because of the complexity and difficulty of legal involvement, I charge \$200.00 per hour to prepare for, travel to, and attend at any legal proceeding.

### **Contacting me**

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 9 a.m. and 3 p.m., I will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by my voicemail that I monitor frequently. I will make every effort to return your call within 24 hours, except on weekends and holidays. If you are difficult to reach, please leave some times when you will be available. If you cannot reach me, and you feel that you cannot wait for me to return your call, you should call your family physician, psychiatrist, Holly Hill Hospital (919-250-7000) or the emergency room at the nearest hospital and ask for the psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary. Should you decide to contact me via email please note that this is not a secure means of communication and you are accepting the risk associated with transmitting personal information over the internet. I will make every reasonable effort to maintain email/electronic security.

### **Cancellation policy**

As with any business, it costs me to stay in business. If you cancel at the last moment and I cannot fill that time slot, then my costs continue. Neither you nor I feel that it is fair to pay for a cancellation that is out of either of our control and yet my costs do not evaporate. Therefore, I will reserve the right to charge my full fee or some negotiated portion thereof for last minute cancellations.

### **Billing and Payments**

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to at the time these services are requested. If your account is more than 60 days in arrears and you have not made arrangements with me to pay your bill, I have the option of using legal means to secure payment, including collection agencies or small claims court. If such legal action is necessary, I am entitled to recover the costs of bringing that proceeding. In most cases, the only information that I release about a client's treatment would be the client's name, the nature of the service provided, and the amount due.

### **Insurance reimbursement**

In order for us to set realistic goals and priorities, it is important to evaluate what resources are available to pay for your therapy. If you have a health benefits policy, it will usually provide some coverage for mental health treatment. I do not sit on any insurance panels and thus your treatment will likely be considered "out of network." I will provide you with a receipt that includes the information insurance companies need to process your claim for reimbursement and you can opt to file your own claims. Remember that you, not your insurance company, are responsible for full payment of my fees.

Please read carefully the section in your insurance coverage booklet, which describes mental health services. If you have questions, you should call your plan and ask the insurance representative. I will, of course, provide whatever help I can in deciphering the information you get from your carrier about your coverage.

The rising cost of health care has resulted in an increasing level of complexity about insurance benefits that sometimes makes it difficult to determine exactly how much mental health coverage is available. "Managed Health Care Plans" such as HMOs and PPOs often require advance authorization before they will provide reimbursement for mental health services. If you are planning to use your insurance to help pay for therapy with me, you will want to ask your insurance representative if they cover my services. Many plans are oriented towards a short-term treatment approach designed to resolve specific problems that might be interfering with

one's usual level of functioning. It may be necessary to seek additional approval after a certain number of sessions. In my experience, while quite a lot can be accomplished in short-term therapy, many clients feel that more services are necessary after insurance benefits expire.

You should also be aware that most insurance agreements require you to authorize me to provide a diagnosis of mental illness. This diagnosis will become part of your permanent medical record. Sometimes additional clinical information such as a treatment plan or summary, or, in rare cases, a copy of the entire record is also required. This information will become part of the insurance company files, and, in all probability, some of it will be computerized. All insurance companies claim to keep such information confidential, but once it is in their hands, I have no control over what they do with it. In some cases they may share information with a national medical information data bank. If you request it, I will provide you with a copy of any report that I submit to your insurance carrier. Please remember that you always have a choice to bypass the insurance altogether and pay a negotiated fee out of pocket. By signing this agreement you are giving me permission to release information requested by your carrier.

### **Client Rights**

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Records 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 the Agreement. I am happy to discuss these rights with you.

### **Professional records**

North Carolina law and the standards of my profession require that I keep appropriate treatment records. Except in unusual circumstances that involve danger to yourself and/or others or the record makes reference to another person (unless the other person is health care provider) and I believe the access is reasonably likely to cause substantial harm to such other person, you may examine or receive a copy of your Clinical record, if you request it in writing. Your Clinical record includes information about your reasons for seeking therapy, a description of the ways in which the problem impacts your life, your diagnosis, the goals that we set for treatment, your progress on those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of professional consultations, your billing records, and any reports that have been sent to anyone, including your insurance carrier. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason I recommend that you allow me to provide you with a treatment summary instead, or in the case that you wish to review your entire Clinical record, that you do so in my presence or in the presence of another mental health professional, so that you can discuss the contents. I will provide a treatment summary to another mental health professional who is working with you. You should be aware that this will be treated in the same manner as any other professional service and you will be billed accordingly.

### **Minors**

If you are under 18 years of age, please be aware that the law may provide your parents with the right to examine your treatment records. Normally, I will provide them only with general information on how your treatment is proceeding. If, however, I feel that there is a high risk that you will seriously harm yourself or another, I will notify them of my concern. Before giving them any information I will try to discuss the matter with you and will do the best I can to resolve any objections you might have about what I am prepared to discuss.

## **Confidentiality**

In general, the law protects the confidentiality of all communications between a client and a psychologist and I can only release information about our work to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. 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:

- I may occasionally find it helpful to consult with other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your clinical record.
- You should be aware that I receive supervision with another mental health professional. All mental health professionals are bound by the same rules of confidentiality. If I discuss your case, I will use your first name only and there will be no other identifying information. Again, if you do not object, I will not tell you about the supervision meetings in which I may discuss your case.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- While I am not part of a group, there are other health professionals in my office and we share a waiting room as well as group room (if applicable). Everyone is bound by the same confidentiality rules as you are.
- 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.

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

- If you are involved in a court proceeding and a request is made for information concerning the professional services that I provided for you, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your written authorization or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court order would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- If a client files a worker's compensation claim, and my services are being compensated through worker's compensation benefits, I must, upon appropriate request, provide a copy of the client's record to the client's employer or the North Carolina Industrial Commission.

There are some situations in which I am legally required to take action to protect others from harm, even if that requires revealing confidential information about a client's treatment.

- If I believe that a child, an elderly person, or a disabled person is being abused, I am required by North Carolina law to report the suspected abuse to the Department of Social Services.
- If I believe a client presents an imminent danger to the health and safety of another, I may be required to disclose information in order to take protective actions, including initiating hospitalization, warning the

potential victim, if identifiable, and/or calling the police.

These situations are very unusual in my practice, but if such a situation should occur, I will make every effort to discuss it with you fully before taking any action and I will limit any disclosure about you to what is necessary. 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 or concerns that you may have at our next meeting. As you might suspect, the laws governing these issues are quite complex and I am not an attorney. While I am happy to discuss these issues with you, should you want specific advice, formal legal consultation may be desirable.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship. Your signature also acknowledges your receipt of the Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information.

\_\_\_\_\_  
Signature of client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian if client is a minor

\_\_\_\_\_  
Date

Please sign below to give permission for me to contact your referring physician or health care professional to send him/her a letter of appreciation.

\_\_\_\_\_  
Signature and date