

## COUNSELING SERVICES INFORMATIONAL CONTRACT

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This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

### **PSYCHOLOGICAL SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the counselor and client, and the particular problems you bring forward. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

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 first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of 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 set up a meeting with another mental health professional for a second opinion.

### **MEETINGS**

I normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 50-minute session (one appointment hour of 50

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minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled you will be expected to pay the full fee, unless you provide 24-hours advance notice of cancellation or unless we both agree that you were unable to attend due to circumstances beyond your control (for example, roads were icy and it would have been dangerous for you to attempt to drive to the appointment location). If it is possible, I will try to find another time to reschedule the appointment.

You normally will be the one who decides therapy will end, with three 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 the kind of problem you have or because my training and skills are, in my judgment, not appropriate, I will inform you of this fact and refer you to another therapist who may meet your needs. If you do violence to, threaten, verbally or physically, or harass myself, the office, or my family, I reserve the right to terminate you unilaterally and immediately from treatment. If I terminate you from therapy, I will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy.

### **PROFESSIONAL FEES**

My hourly fee is \$100 for 50-minute sessions. In addition to weekly appointments, I charge these amounts for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour or prorate mutually agreed upon extended sessions based on the hourly rate. Other services include report writing, telephone or electronic conversations lasting longer than 5 minutes in a week, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$150 per hour for preparation and attendance at any legal proceeding.

### **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. Accepted forms of payment are cash and check (preferred), or credit/debit cards (with an additional \$1 transaction fee). Returned checks will be charged a \$50 NSF fee.

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If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided, and the amount due.

### **DIAGNOSIS**

If a third party such as an insurance company is paying for part of your bill, I am normally required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. If I do use a diagnosis, I will discuss it with you. All of the diagnoses come from a book titled the *DSM-IV TR*; I have a copy and will be glad to let you borrow it and learn more about what it says about your diagnosis.

### **INSURANCE REIMBURSEMENT**

I am not currently accepting insurance at this time. I can provide receipts for sessions that include information that you may submit to your insurance company; however, reimbursement is not guaranteed and depends on many factors such as your deductible, copay/coinsurance, and coverage.

### **CONTACTING ME**

I am often not immediately available by telephone. While I am usually in my office weekdays between 12 PM and 8 PM, I probably will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by voice mail that I monitor frequently. I will make every effort to return your call within 24 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call you may contact your family physician, the Washington County Crisis line at (503) 291-9111, or call 911 if it is an emergency. If I will be unavailable for an extended time, I will inform you ahead of time and provide you with the name of a colleague to contact, if necessary.

### **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep treatment records. Under the provisions of the Health Care Information Act of 1992, you are entitled to receive a copy of the records unless I believe that seeing them would be emotionally damaging, in which case I will be happy to send them to a mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. I recommend that you review them in my presence so that we can

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discuss the contents. Clients will be charged an appropriate fee for any time spent in preparing information requests.

### **MINORS**

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agree to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. I will also provide them with a summary of your treatment when it is complete. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

### **CONFIDENTIALITY**

In general, the privacy of all communications between a patient and a psychologist is protected by law, and I can only release information about our work to others with your written permission. But there are a few exceptions.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it.

**There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a client's treatment.**

1. If I believe that a child, elderly person, or disabled person is being abused, I may legally break confidentiality to file a report with the appropriate state agency.
2. If I believe that you are in imminent danger or harming yourself, I may legally break confidentiality and call the police or the county crisis team. I am not obligated to do this, and would explore all other options with you before I took this step. If at that point you were unwilling to take steps to guarantee your safety, I may then be obligated to seek hospitalization for you or to contact family members or others who can help provide protection.

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3. If I believe that a client is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client.

These situations have rarely occurred in my practice. If a similar situation occurs, I will make every effort to fully discuss it with you before taking any action.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The consultant is 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.

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. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to insure confidentiality.

If you elect to communicate with me by email at some point in our work together, please be aware that emails is not completely confidential. All emails are retained in the logs of your or my internet service provider (ISP). While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider. Any email I receive from you, and any responses that I send to you, will be printed out and kept in your treatment record.

**The next is not a legal exception to your confidentiality. However, it is a policy you should be aware of if you are in *couples therapy* with me.**

If you and your partner decide to have some individual sessions as part of the couples therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and

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probably will be discussed in our joint sessions. *Do not tell me anything you wish kept secret from your partner.* I will remind you of this policy before beginning such individual sessions.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Other(s) Signature: \_\_\_\_\_ Date: \_\_\_\_\_