

Agreement For Service & Informed Consent

Welcome to our office! The following document is designed to give you information about our professional services and business policies. Please read this carefully and if you have any questions or concerns, please ask me at your first session or as they arise, during the course of treatment. Please note that when you sign this form, it represents an agreement between us.

Risks and Benefits of Therapy

Psychotherapy is a process in which Therapist and Patient discuss a myriad of issues, events, experiences and memories so Patient can experience his/her life more fully. It provides an opportunity to better and more deeply understand oneself, as well as any problems or difficulty Patient may be experiencing. Psychotherapy is a joint effort between Patient and Therapist. Progress and success may vary depending upon the particular problems or issues being addressed, as well as many other factors.

Participating in therapy may result in a number of benefits to Patient, including, but not limited to reduced stress and anxiety, a decrease in negative thoughts and self-sabotaging behaviors, improved interpersonal relationships, increased comfort in social, work, and family settings, increased capacity for intimacy, and increased self-confidence.

Participating in therapy may also involve some discomfort, including remembering and discussing unpleasant events, feelings, and experiences. The process may evoke strong feelings of sadness, anger, fear, etc. There may be times in which Therapist will challenge Patient's perceptions and assumptions, and offer different perspectives. The issues presented by Patient may result in unintended outcomes, including changes in personal relationships. Patient should be aware that any decision on the status of his/her personal relationships is the responsibility of Patient.

We practice in an office with other mental health professionals which may employ administrative staff. There may be a need to share protected information with these individuals for both clinical and administrative purposes, or in the event I have an emergency and another clinician needs to contact you to notify you of a cancelled appointment. All mental health professionals are bound by the same rules of confidentiality. All members have been given training about protecting your privacy and have agreed not to release confidential information outside of the practice without appropriate Authorization for Disclosure, or one of the above listed mandates and/or emergencies.

Federal Law under the Patriot Act states that when the federal government believes an individual to be a threat to national security, the government may access an individual's therapy records with a federal warrant. In the unlikely event that this occurs, the therapist will not disclose to Patient that this event has happened.

Psychotherapist-Patient Privilege

The information disclosed by Patient, as well as any records created, is subject to the psychotherapist-patient privilege. The psychotherapist-patient privilege results from the special relationship between Therapist and Patient in the eyes of the law. It is akin to the attorney-client privilege or the doctor-patient privilege. Typically, the patient is the holder of the psychotherapist-patient privilege. If Therapist received a subpoena for records, deposition testimony, or testimony in a court of law, Therapist will assert the psychotherapist-patient privilege on Patient's behalf until instructed, in writing, to do otherwise by Patient or Patient's representative. Patient should be aware that s/he might be waiving the psychotherapist-patient privilege if s/he makes mental or emotional state an issue in a legal proceeding. Patient should address any concerns s/he might have regarding this privilege with his/her attorney.

There are however exceptions to privilege, which includes, but is not limited to: 1) a patient is a danger to self or others, 2) a judge issues a court order, 3) a patient introduces his/her mental condition into testimony, 4) someone is under 16 and a victim of a crime, 5) the court is using therapy to establish sanity or competence to stand trial, 6) a patient has treated information as though it is not confidential, 7) information pertaining to the Patriot Act, 8) information listed on a health insurance claim form or child abuse report, 9) a patient files a complaint or lawsuit against Therapist or Mind Body & Soul Therapy.

Professional Consultation

Therapist regularly participates in clinical, ethical, and legal consultation with appropriate professionals.

During such consultations, Therapist will not reveal any personally identifying information regarding Patient. For professional consultations with people whom you have asked or allowed me to speak (physicians, attorneys, school teachers, therapists, etc.), I charge in quarter-hour segments (for calls that are more than fifteen minutes). I also charge for time writing letters/reports about your case or reading extensive reports. I will notify you about these charges before beginning these activities. These are charges that insurance companies usually do not cover. If you become involved in legal proceedings that may require my participation, you will be expected to pay for my professional time even if I am called to testify by another party.

Clinical records are maintained in secure confidential matter during treatment and for up to ten years following the termination of treatment. After ten years clinical records will be destroyed in a confidential manner and cannot be accessed. If within the ten years following treatment, for any reason I am no longer in practice at that time, or upon my death, I will designate another mental health professional to continue to securely keep and maintain my records and you will be notified of that therapist's name just in case you have the need to access records at a later time.

Patient 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 Therapist

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 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 any of these with you.

Minors and Parents

Patients under 18 years of age who are not emancipated generally require parental consent in order to begin treatment. Parental consent must come from a parent or guardian with legal custody. If your minor is the subject of a divorced union, it is appropriate to bring a copy of your most recent custody agreement in order to initiate consent for treatment.

Patient Litigation

Therapist will not voluntarily participate in any litigation, or custody dispute in which Patient and another individual, or entity, are parties. Therapist has a policy of not communicating with Patient's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Patient's legal matter. Therapist will generally not provide records or testimony unless compelled to do so. Should Therapist be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving Patient, Patient agrees to reimburse Therapist for any time spent for preparation, travel, or other time in which Therapist has made herself available for such an appearance at Therapist's usual and customary hourly rate of \$140 an hour.

Fee and Fee Arrangements

The usual and customary fee for individual service is \$160 per 50 minute session. Sessions longer than 50 minutes are charged for the additional time pro rata. The usual and customary fee for couples services is \$180 per 60 minute session. Therapist reserves the right to periodically adjust this fee. Patient will be notified of any fee adjustment in advance. In addition, this fee may be adjusted by contract with insurance companies, managed care organizations, or other third-party payors, or by agreement with Therapist.

From time to time, Therapist may engage in telephone contact with Patient for purposes other than scheduling sessions. Patient is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes. In addition, from time to time, Therapist may engage in telephone contact with third parties at Patient's request and with Patient's advance written authorization. Patient is responsible for payment of the agreed upon fee (on a pro rata basis) for telephone calls longer than ten minutes. Patients are expected to pay for services at the time services are rendered. Therapist accepts cash, checks, and credit card payments.

If you become involved in a legal proceeding that requires my participation, you will be responsible for all of my professional time, including preparation and transportation costs, and if I am called to testify by another party. My rate is \$500 for half day and \$1000 for a full day. Fees must be paid in advance and are not reimbursed by medical insurance.

Missed Sessions and Cancellation Policy

If you are late to your appointment, your appointment will still have to end on time for the courtesy of my next client and the fee remains the same because your fee is based on the amount of time reserved, not the amount used. I prefer not to see you if you are very sick, and will work to try to help you reschedule. Insurance will generally not pay for a missed session and if you miss a session or cancel late, your insurance company will not help you cover the fee for that session. If you have a set session time and you fail to show up or cancel in advance for three consecutive weeks, I will assume you are no longer interested in that time slot and make it available to other clients

- If you fail to show up for or cancel in advance for two consecutive weeks, or have two no-call no-shows in a 4 week period, you will be discharged.
- I understand other people need therapy as well, so I will adhere to the cancellation policy
- Patient is responsible for a non-cancellation fee of \$50

Patient is responsible for payment of the agreed upon fee for any missed session(s). Patient is also responsible for payment of the agreed-upon fee for any session(s) for which Patient failed to give therapist at least 24-hours notice of cancellation. Cancellation notice should be left on therapist's voicemail or through the client portal. Vacation Coverage

If I am out of town or otherwise unavailable, I will arrange for a qualified professional to cover for me. Simply check my office voicemail for additional information about who to contact. I will also let my clients know in advance when I will be out of the office (unless an emergency situation arises, such as a sudden illness or family emergency, in which case, a qualified professional will notify you and discuss treatment options).

Therapist Availability

Therapist's office is equipped with a confidential voicemail system that allows Patient to leave a message at any time. Therapist will make every effort to return calls within 24-hours or by the next business day, but cannot guarantee calls will be returned immediately. Therapist is unable to provide 24-hour crisis service. In this event that Patient is feeling unsafe or requires immediate medical or psychiatric assistance, s/he should call 911, or go to the nearest emergency room.

E-mailing should be considered carefully because I cannot guarantee the confidentiality of the Internet or your work or home computer. I do not respond to e-mails for this reason and prefer to discuss e-mails in session. Do not leave messages regarding appointment changes on the Internet. Voicemails or the client portal is a much more effective way to reach me.

Termination of Therapy

Therapist reserves the right to terminate therapy at his/her discretion. Reasons for termination include, but are not limited to: untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, Patient needs are

outside of Therapist's scope of competence or practice, or Patient is not making adequate progress in therapy. Patient has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate therapy, Therapist will generally recommend that Patient participate in at least one, or possibly more, termination sessions. These sessions are intended to facilitate a positive termination experience and give both parties an opportunity to reflect on the work that has been done. Therapist will also attempt to ensure a smooth transition to another therapist by offering referrals to Patient as needed.

Acknowledgement

By signing below, Patient acknowledges that s/he has reviewed and fully understands the terms and conditions of this Agreement. Patient has discussed such terms and conditions with Therapist, and has had any questions with regard to its terms and conditions answered to Patient's satisfaction. Patient agrees to abide by the terms and conditions of this Agreement and consents to participate in Psychotherapy with Therapist. Moreover, Patient agrees to hold Therapist free and harmless from any claims, demands, or suits for damages from any injury or complications whatsoever, save negligence, that may result from such treatment.

Patient Name: _____ Date: _____

Signature: _____ MRN#: _____

—

I understand that I am financially responsible to Therapist for all charges, including unpaid charges by my insurance company or any other third-party payor.

Name of Responsible Party: _____

Signature of Responsible Party: _____ Date: _____