# A New Path Psychotherapy Services Molly Dean, LCSW

# **Psychotherapist-Client Services/Consent Agreement**

This document contains important information about our professional services and business policies. It also contains a brief summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protections and client rights with regard to the use and disclosure of your Protected Health Information (PHI). In compliance with HIPAA, I am also providing you with a Notice of Privacy Practices, which explains this in much greater detail. It is very important that you read this document carefully, and we can discuss any questions you have at any time. After reviewing this information, please sign this form, which constitutes an agreement between us. You may revoke this Agreement in writing at any time, however.

## PURPOSE OF PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist and client, and the particular problems you are experiencing. There are many different methods and/or procedures I may use to deal with the problems that you hope to address. Psychotherapy calls for a very active effort on your part to reflect carefully on the problems you are experiencing, to be mindful of your efforts at solutions and why they do or do not work, and to be ready to make some changes in your life that may or may not be easy. To get the most from therapy, you should expect to work on these issues in sessions, but also in between sessions at work 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 many benefits. 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, so in that way there may be limitations and unique results. Our first few sessions will involve trying to get to know you, understanding your strengths and weaknesses, the current problems you face, and what has been helpful and not so helpful in the past in dealing with these issues. If you have questions about my methods, you should discuss them whenever they arise.

# **MEETINGS**

We will usually schedule one 45-50 minute session per week, or more as deemed necessary, at a mutually agreed upon time. Once an appointment is scheduled, you will be expected to pay for it unless you provide 48 hours advance notice of cancellation.

#### PROFESSIONAL FEES

The hourly fee for individual sessions is \$150 per session, and this includes note writing, short telephone conversations, short texts, and consulting with other professionals as deemed necessary. The fee for your initial visit is \$180 and thereafter each session's fee is \$150. You are responsible for the fees for your therapy, and are expected to pay for each session or pay your co-pay at the time of the session. If you do not show up to your scheduled session or you do not cancel **48 hours** in advance, you will be charged the full fee for your session. If your credit card is on file, that will be charged or you will be billed. I do not issue refunds for any reason. If you become involved in legal proceedings that require our participation, you will be expected to pay for all of my professional time, including preparation and transportation costs to court.

In the event that you encounter some unusual financial hardship, such as losing your job, I may be willing to negotiate a temporary reduced fee, or arrange some kind of payment plan so you can continue receiving therapy during the difficult time. For clients paying in full at the time services are rendered the fee will be \$180 for an initial appointment and \$150 for a 50 minute session. The fee for therapy sessions are based on the defined 'therapy hour' of a 45-50 minute session (or as stated in your insurance contract if applicable) and are prorated for longer sessions. For services that are not paid in full at the time services are rendered, the fees are as follows: \$180 for a 45 minute session, and \$200 for an initial appointment.

## **INSURANCE**

If you are using insurance benefits, please check your policy for deductible and co-pay amounts. It is important for you to understand your own coverage. Most insurance plans cover only "medically necessary" mental health treatment which focuses on containing an acute problem and assisting with related coping skills. Most plans do not cover visits for long term personality problems or personal growth therapy. You should refer to your benefits manual or call your insurance company to find out what they will be responsible for and how many visits they will cover. Be aware of the possible complications of using your insurance:

- -They may deny coverage for any number of reasons
- -You will be responsible for any amount applied to your deductible and your statement will reflect this.
- -Co-pays may turn out to be higher than stated on your insurance card.

Your policy is a contract between you and your insurance company and this office is not a party to that contract. Therefore any complaints or problems about coverage should be directed at your insurance company, and ultimately you are responsible for your bill. In cases of non-payment a collection agency will be used and the associated fees will be added to your outstanding bill. If your insurance company decides to not cover services

that were rendered, you as the client will be responsible for paying those costs to the therapist directly.

# **CONTACTING YOUR THERAPIST**

You may telephone me at (480)200-0410. Due to my schedule, I may not be immediately available to receive calls or return calls. However, my phone will be answered by confidential voice mail 24 hours a day. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please leave some specific times when you are available to speak. If there is an emergency, and you cannot reach me either: call 911 or go to the nearest emergency room, or call the crisis line (602-222-9444) or call your Physician or your Psychiatrist for crisis treatment. In the event that I am unavailable for an extended period of time, I will provide you with the name of colleagues to contact if necessary.

# LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychotherapist. In most situations, we can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA and/or Arizona law. However, in the following situations, no authorization is required:

- I may occasionally find it helpful to consult other professionals about your case. We make every effort to avoid revealing PHI, and the other professionals are also legally bound to keep the contents of our consultation confidential. Unless you object, I will not tell you about these consultations unless I feel that it is important to our work together.
- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychotherapist-client privilege law. I cannot disclose any information without a court order or your written consent. If you file a complaint or lawsuit against me, however, I may disclose relevant information regarding our work in my defense.
- If a government agency is requesting information about our work for health oversight activities, or if you file a worker's compensation claim, I may have to provide a copy of your file to a State representative, your employer, or an appropriate designee. There are some situations in which I am legally obligated to take some action that will likely involve revealing information about our sessions to an outside party, possibly without your consent. These situations are unusual and are limited to situations in which harm is likely, including:
- cases in which I have reason to believe a child under 18 may be an abused or neglected
- cases in which I have reason to believe an adult over the age of 60 has been abused or neglected in the preceding 12 months

• cases in which you have made a specific threat of violence against another, or if I believe that you present a clear, imminent risk of serious physical harm to another or yourself. If such a situation arises, I will make every effort to fully discuss it with you before taking any action or releasing any information about you, and I will limit disclosure of information to what is necessary. Confidentiality issues can be complicated, so if you have any questions about them, please feel free to ask them now or in the future as needed.

#### ELECTRONIC COMMUNICATION/INTERNET

I try my best to respond to emails within 24 to 48 hours. Emails should be limited to issues regarding scheduling, insurance questions or brief questions or comments. Email is not encrypted and neither are text messages. Please do not use email as a way to contact me with urgent or emergency situations as I am not able to check my email at all times. I will accept and send text messages in non-emergency situations, but please be advised that your confidentiality cannot be 100 percent maintained when sending information via electronic communication. Furthermore, I do not accept friend requests on any social networking sites.

## PROFESSIONAL RECORDS

I keep records about you and our work together. Your "Clinical Record" includes why you are seeking therapy, how your current problems negatively impact your life, your diagnosis, our treatment goals, your progress towards those goals, any medical/mental health and social history I gather, any treatment records or consultations I receive from other providers regarding your case, your billing records and contact information, and any reports that I release to anyone else. This information is available to you and to anyone you authorize to receive it, or not. In addition, I also keep a set of Psychotherapy Notes. They help us document the areas we have covered, record important information to be remembered later, and track if and how therapy is helping you. These notes can include the dates and contents of our conversations, our analysis of our conversations, and ideas I wish to explore with you in therapy. They also include any particularly sensitive information you reveal in therapy that is not part of your Clinical Record. These Psychotherapy Notes are not available to anyone else unless you specifically authorize their release.

#### **CLIENT RIGHTS**

HIPAA provides you with a number of rights, which briefly include the right to amend the information in your record, to limit what information is disclosed and to whom, to request restrictions as to how you are contacted, and to receive an Accounting of Disclosures, or a list of all information that has been released about you. You also can file a complaint about our policies and procedures regarding your records with the Federal

Department of Health and Human Services. Please review the Notice of Privacy Practices carefully.

## TREATMENT PLAN

You have a right to participate in treatment decisions and to develop and review your "treatment plan". You also have the right to refuse any recommended treatment or withdraw from treatment and to be advised of any consequences of withdrawal from treatment.