

## **PSYCHOTHERAPIST-CLIENT SERVICES AGREEMENT**

This agreement contains important information about the professional services and business policies at Behavioral Wellness Center of South Florida, LLC.

### **PSYCHOTHERAPY SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the fit between the psychotherapist and the client, and the particular problems the client and/or family is experiencing. There are many different methods I may use to deal with the problems that you hope to address, including cognitive behavior therapy (CBT), dialectical behavior therapy (DBT), and family therapy. Psychotherapy is not like a medical doctor visit. Instead, it calls for active participation on your part. In order for the therapy to be most successful, you will have to practice the things you learn during sessions and at home.

As with any treatment, psychotherapy can have benefits and risks. Both CBT and DBT have been shown to have many benefits that are supported by research evidence. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress over time. However, since therapy often involves discussing unpleasant aspects of your life, you may initially experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. You may also experience a temporary intensifying of symptoms, new symptoms, the questioning of beliefs and values, or possible changes in lifestyle, relationships or employment.

Your first few sessions will often involve an evaluation of your needs, and your therapist will usually schedule an initial 90-minute consultation session with you to begin this process. By the end of the evaluation, your therapist will be able to offer you some first impressions of how therapy might proceed. Please evaluate this information, along with the comfort level you felt while working with your therapist. Therapy involves a large commitment of time, money, and energy, so you should select your therapist after careful consideration. If you have questions about the procedures, and/or the recommendations made during the consultation, you should discuss them with your therapist whenever they arise. If any doubts persist, your therapist will be happy to help you set up a meeting with another mental health professional for a second opinion.

### **MEETINGS**

Services are by appointment only. Sessions are typically 45 minutes long and are scheduled one time per week, although some sessions may be longer or more frequent depending on the specific treatment strategies and goals set.

### **CONTACTING YOUR THERAPIST**

Due to the nature of the work, I am often not immediately available by telephone. When unavailable, the telephone is answered by voice mail. I check my messages regularly and will make every effort to return your call within 24 - 48 hours, with the exception of weekends and holidays. In emergencies, please call and listen to your therapist's voice mail for instructions. My voicemail is confidential. If you are unable to reach your therapist and feel that you are unable to wait for someone to return your call, contact your

family physician, the nearest emergency room, or call 911. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

## **USE OF E-MAIL**

Your therapist may provide you the opportunity for you to communicate with by e-mail. Transmitting confidential client information by e-mail, however, has a number of risks, both general and specific, that you should consider. General e-mail risks include: E-mail may be received by many intended and unintended recipients, recipients can forward e-mail messages to other recipients without the original sender's permission or knowledge, users can easily misaddress an e-mail, e-mail is easier to falsify than handwritten or signed documents, and backup copies of e-mail may exist even after the sender or recipient has deleted his or her copy. Specific client e-mail risks include: Employees do not have an expectation of privacy in e-mail they send or receive at their place of employment and clients who send or receive e-mail from their place of employment risk having their employer read their email; clients have no way of anticipating how soon their therapist will respond to a particular e-mail; although I try to read and respond to e-mail promptly, I cannot guarantee that any particular message will be read and responded to within any particular period of time.

Conditions for the Use of E-mail: It is my policy that I will treat all e-mail messages that concern the client with the same degree of confidentiality as afforded other portions of the medical record. I will use reasonable means to protect the security and confidentiality of e-mail information but are not liable for improper disclosure of confidential information not caused by our gross negligence or wanton misconduct. Additionally, because of the risks outlined above, I cannot guarantee the security and confidentiality of e-mail communication. Thus, clients must consent to the use of e-mail for confidential medical information after having been informed of the above risks. **Finally, clients must not use email in a medical or psychiatric emergency.**

## **BILLING AND FEES**

All fees are based on a 45 minute session. Thus, an initial consultation session, which is typically 90 minutes in length, will be billed at twice the rate of a 45 minute therapy session. At the end of each session, I will provide you with a bill detailing the service provided and the total balance due. Payment for a consultation session is always expected at the time of service. Payments for ongoing therapy sessions are expected at the time of service, unless alternative arrangements have been made at the discretion of your therapist. (Please note that returned checks are subject to a \$25.00 fee). Please note that all fees are subject to change at my discretion. If a bill is two months overdue, I can contact a collection agency in order to obtain payment. A letter outlining the overdue balance will be sent to you prior to this action. I also reserve the right to discontinue therapy until full payment is made. If you cannot continue therapy due to fees, your therapist will refer you to a less expensive, alternate source of help if necessary.

## **CANCELLATION POLICY**

Once an appointment hour is scheduled, you will be expected to pay the full session fee for appointments cancelled with less than 24 hours notice. I realize that situations arise that can make late cancellations or missed appointments unavoidable. Though I understand that issues come up at the last minute, I also

expect reimbursement for time that has been reserved for you. I hope you understand and appreciate this policy. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.

Please sign here indicating that you understand and accept our policy regarding charging for late cancellations and missed appointments.

X \_\_\_\_\_

### **INSURANCE REIMBURSEMENT**

I do not belong to any insurance panels and are therefore considered an out-of-network provider. If you plan to use out-of-network mental health coverage, your therapist will fill out any necessary forms required and provide you with whatever assistance possible in helping you receive the benefits to which you are entitled. However, you (and not your insurance provider) are ultimately responsible for treatment costs. It is very important that you find out exactly what mental health services your insurance policy covers. You should be aware, however, that most insurance companies require you to authorize your therapist to provide them with a psychiatric diagnosis. Sometimes your therapist will have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This will become part of the insurance company files and will probably be stored in a computer. Your therapist will provide you with a copy of any report he or she submits, if you request it.

### **PROFESSIONAL RECORDS**

The laws and standards of treatment require that I keep Protected Health Information (PHI) about you in your clinical record. Except in unusual circumstances, you are entitled to receive a copy of your records if you request it in writing, which will be provided to you in the form of a report of your diagnosis and treatment. If it is believed that seeing them would be emotionally damaging, I will be happy to send them to a mental health professional of your choice, or I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers; therefore, I recommend that you initially review them in the presence of your therapist, or have them forwarded to another mental health professional so you can discuss the contents.

### **CLIENT RIGHTS**

HIPAA (Health Insurance Portability and Accountability Act) provides you with several new or expanded rights with regard to your clinical records and disclosures of protected health information. Please see the attached form for these rights.

### **CONFIDENTIALITY AND PRIVACY OF INFORMATION**

Your therapist will make every effort to safeguard the privacy of information concerning your work together. It is a violation of the District of Columbia Mental Health Information Act of 1978, as well as the Ethical Principles of the American Psychological Association, to disclose any information regarding the

treatment of clients. For information to be disclosed to individuals outside of the practice, written consent from you must be provided.

There are several specific exceptions to the rules of confidentiality. These are listed below:

- You may authorize your therapist to release records or other information to individuals of your choosing. Your therapist may only do this with your expressed written consent.
- Under ethical and legal requirements, your therapist may be required to break confidentiality in the event of a clear and imminent danger to yourself or another person.
- In the event that you disclose information that provides evidence of current abuse or neglect of minor children or a vulnerable adult, the law requires that your therapist make a report to the appropriate state agency.
- In certain legal proceedings, confidential information may be disclosed by court order. This is a rare occurrence and would not happen without your knowledge.
- If full payments are not made for sessions, your name and contact information as a client of my practice only will be given to a credit collection agency.

**I work with independent mental health professionals at my location. We are independently practicing professionals who sometimes share expenses and administrative functions. While the members share office space, I want you to know that I am completely independent in providing you with clinical services and that I am full responsible for those services on my own. My professional records are separately maintained, and no other person can have access to them without your specific written permission.**

Additionally, a crucial component of DBT-adherent treatment is the DBT therapist's attendance at DBT consultation team meetings. I am a member of the consultation team called South Florida DBT Network, which provides consultation to DBT therapists. I may receive consultation on DBT clients I treat. During 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.

## **ACKNOWLEDGMENT**

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

Name of Client: \_\_\_\_\_

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

If minor, Parent/Guardian's Signature: \_\_\_\_\_

Relationship to Client: \_\_\_\_\_

Signature of Therapist: \_\_\_\_\_ Date: \_\_\_\_\_

**Please return this signed consent form to your therapist. Upon request, a copy will be provided to you for your records. Thank you.**