

## PATIENT-THERAPIST AGREEMENT

This document contains important information about our professional services and business policies. It also contains important information about the Health Insurance Portability and Accountability Act (HIPAA), a Federal Law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The notice explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information. Although these documents are long and sometimes complex it is very important that you read them carefully. We can discuss any questions you have about the procedures. When you sign this document, it will represent an agreement between us.

Therapy Services are provided by lot of different professionals including Psychiatrists, Psychologists, Licensed Professional Counselors (LPC), Marriage and Family Therapists (MFT), Licensed Clinical Social Workers (LCSW), or Marriage, Family, and Child Counselors (MFCC). For this agreement purposes "Therapist" will refer to any or all but not limited to this set of professionals.

Therapy services include all types of Psychological Therapy, Counselling, Life-coaching and other similar techniques and methodologies. For this agreement purposes, "Therapy" will refer to any or all but not limited to this set of services.

### Confidentiality

Your therapy will include talking over very private things with the Therapist. To some extent their ability to help you will depend on how open you can be about yourself – your ideas, feelings, and actions. So that you can feel free to talk openly with a Therapist and so that your right to privacy is protected, the law makes it a therapist's duty to keep patient information confidential. This means that, with some very limited exceptions (some noted below), they cannot reveal information about you to anyone else or send out information about you without your permission. If you are in family or couple's therapy (where there is more than one client), and you want to have my records of this therapy sent to someone, all of the adults present will have to sign a release.

If you ever want the Therapist to share information with someone else (for example, your physician), you will need to sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require you to provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

#### 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 our policy to request an agreement from parents that they agree to give up access to your records. If they agree, the Therapist will provide them only with general information about their work with you, unless they feel there is a high risk that you will seriously harm yourself or someone else. In this case, they will notify them of their concern. However, before giving them any information, therapist will, if possible, discuss the matter with you.

# Online Therapy Services

---

*Effective | Convenient | Secure*

## Exceptions to Confidentiality

There are exceptions to confidentiality that you should know about. Please note that while most of these situations are rare, they are important for you to understand. Exceptions to confidentiality include, but are not limited to, the following:

1. If you threaten to harm someone else, the Therapist is required under the law to take steps to inform the intended victim and appropriate law enforcement agencies.
2. If you threaten to cause severe harm to yourself, the Therapist is permitted to reveal information to others if they believe it is necessary to prevent the threatened harm.
3. If you reveal or the Therapist has reasonable suspicion that any child, elderly person, or incompetent person is being abused or neglected, the law requires that the Therapist report this to the appropriate county agency.
4. If a court of law orders the Therapist to release information, they are required to provide that specific information to the court.
5. If you have been referred to the Therapist by a court of law for therapy or testing, the results of the treatment or tests ordered may have to be revealed to the court.
6. If you are or become involved in any kind of lawsuit or administrative procedure (such as worker's compensation), where the issue of your mental health is involved, you may not be able to keep your records or therapy private in court.
7. If you see the Therapist in couples, group, or family therapy, each member of the therapy promises to keep whatever happens in treatment confidential. However, the Therapist cannot guarantee that others will keep this agreement.
8. In order to provide you the best treatment, there will be times when the Therapist may seek consultation from another licensed mental health professional. In these consultations, they make every effort to avoid revealing your identity. The consultant is also legally bound to keep the information confidential, although the exceptions to confidentiality apply to them as well.

The laws and rules on confidentiality are complicated. If you are in a situation in which you need advice regarding special or unusual concerns, we strongly suggest that you talk to a lawyer to protect your interests.

## Special Situations: Separation, Divorce, and/or Custody Disputes

If you are considering bringing your child for therapy, then the Therapist will always ask whether you are separated or divorced and whether a legal decision has been made about legal custody and physical custody of the child. Except in an emergency, if parents have joint legal custody then the Therapist shall contact the other parent and obtain their consent before they begin to see the child in therapy. In most states, this is a legal requirement - when parents have joint legal custody then both parents must consent to the treatment. Furthermore, in most circumstances having both parents involved in the child's therapy is beneficial to the child and their therapy. The Therapist may contact the other parent in situations in which one parent has sole legal custody of the child because it is beneficial to the child when both parents support the treatment. Of course, all situations are not the same and you will have an opportunity to talk about your specific family before the Therapist contacts anyone else.

If you are in therapy and you are involved in a divorce or custody dispute, the Therapist will not provide testimony in court on any subject other than your therapy. You must hire a different mental health professional for any evaluations you require. This position is based on the following: (1) The Therapist's statements may be seen as biased in your favor because you have a therapy relationship; (2) most, or even all, of the information the Therapist has about you has been provided by you and the Therapist does not have independent information about parenting or custody; and (3) the Therapist's testimony might affect the therapy relationship.

We encourage you to ask any questions you have about therapy, about the Therapist's professional background, and about what you have read in this agreement. In the unlikely event that problems arise during treatment that we cannot resolve together, we can refer you to other therapists for a consultation.

## **Therapy Services and Process**

Therapy is not easily described in general statements. It varies depending on the personality of both the therapist and the patient and the concerns that are being addressed in Therapy. There are many different methods that therapist may use to deal with the problems that you hope to address. Therapy is not like a medical doctor visit; it calls for an active effort on the part of the patient. Therapy can aid you in discovering tools and techniques that can be utilized to improve the quality of your life and your relationships. Therapy involves change, which may feel threatening not only to you but also to those people close to you. The prospect of giving up old habits, no matter how destructive or painful, can often make you feel very vulnerable. The process can include experiencing feelings like sadness, guilt, anxiety, anger, and fear and making changes that you did not originally intend. Like any professional service, therapy may not work, and for a relatively small number of people, problems may get worse. Even so, many people find that therapy is worth the discomfort they feel. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. There are no guarantees of what you will experience.

As the patient involved in this process, you have the right to ask the Therapist about their professional experience, background, and theoretical orientation.

## **The Therapy Process**

Initially, the Therapist will hold a session with you to evaluate the concerns that bring you to therapy and will give you some initial impressions of the kind of treatment that would be helpful to you. During the first few sessions, you should be thinking about whether you feel comfortable working with them. Because therapy may involve a substantial commitment of time, money, and energy, it is important that you feel comfortable with the therapist you choose. If you decide that you are not comfortable working with them, we would be happy to help you find another therapist. When you do decide to work with a therapist, they will develop goals and a treatment plan together. Once Therapy is initiated the Therapist will decide on a regular schedule of meetings; usually at least one session a week. If they decide that group therapy is appropriate, they will give you a separate group contract. You may discontinue therapy at any time, though we strongly encourage you to discuss it with them first. They can provide you with referrals to other therapists if that seems needed.

If you cancel or miss scheduled appointments and do not contact us for more than 30 days, it is understood that you have terminated treatment. Once treatment is terminated, the therapist has no further obligation to the client.

## **Fees and Payments**

The fee for initial intake session for an individual is \$125 for a 45-50-minute session. The initial intake session for a couple is billed at \$150 for a 45-50-minute session; or \$225 for 75-minute session. Fee for subsequent sessions varies by the Type of Service and the Type of Therapist. Payment must be made by credit card or check when the session is scheduled, unless we agree otherwise. There is a \$30 charge for returned checks/credit card payments. Regardless of payment option, credit card information will be maintained confidentiality on file for any missed or cancelled sessions within 48 hours of your appointment

time. Your credit card information will not be used for any other purposes unless you indicate therapy services can be billed to your credit card. If you would like your sessions to be automatically billed to your credit card, please authorize by initialing in the credit card authorization form.

If your account is overdue (unpaid), we may use legal or other means (courts, collection agencies, etc.) to obtain payment. Your account may be turned over for collection and you will be responsible for all costs of collection monies owed, including court costs, collection and attorney fees. If you fail to make any of the payments for which you are responsible in a timely manner, you will be charged a 1.5% service charge monthly on the remaining balance.

We reserve the right to change our fees at any time with a 30 days advance notice. You will receive an updated payment agreement.

## **Insurance Reimbursement**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. It is your responsibility to find out exactly what mental health services are covered for you by your insurance policy, and whether treatment needs to be pre-authorized. If you have questions about the coverage, call your plan administrator. Of course, we will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company.

You should also be aware that most insurance companies require us to provide them with a code number that indicates a clinical diagnosis. The insurance company will sometimes ask for more information including symptoms, diagnoses, degree of impairment, and treatment methods. This will become part of your permanent medical record. Please understand that we have no control over how these records are handled at the insurance company.

This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands.

Once you have the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available, and what will happen if they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for services yourself to avoid the problems described above.

Please note that the insurance contract is between you and your insurance company and the responsibility for your fees is yours. Consequently, disputes concerning coverage must be resolved by you with your insurance carrier. Further, even though payment may be sent from the insurance company directly to us, it is your responsibility for any balance not covered by your insurance. Unpaid bills may be turned over to a collection agency and/or an attorney and, if so, you will also be responsible for collection and/or legal costs.

## **Missed or Canceled Appointments**

Please notify us two (2) business days in advance if you need to cancel or reschedule your appointment. Insurance companies cannot be billed, and will not pay, for missed or late-cancelled

# Online Therapy Services

*Effective | Convenient | Secure*

appointments. Unless you give us two (2) business days in advance notice, and without exception, missed or canceled appointments will incur the usual charge.

If you cancel or miss scheduled appointments and do not contact us for more than 30 days, it is understood that you have terminated treatment. Once treatment is terminated, the therapist has no further obligation to the client.

## Telephone Calls and Text Messages

Telephone calls and text messages are not directly received by a Therapist, but are managed by the customer service response team. The response team forwards the message to the respective Therapist who will contact you as soon as possible. Please do not provide any confidential or private information as part of the message.

If you have an emergency, go to your nearest emergency room or call 911. We can not guarantee an immediate response from your therapist.

We do not charge for brief telephone conversations with the Therapist; however, extended phone calls (excess of 15 minutes) are billed at the prorated 45-minute session rate per 15-minute increments.

## Email

Unfortunately, we have no way to ensure confidentiality over the Internet so, if you choose to contact by email, you are assuming all risks regarding the confidentiality of any information you send by email. Our communications to you via email will be for scheduling and billing only.

Please do not use email for emergencies. If you communicate confidential or private information via e-mail, we will assume that you have made an informed decision, and will honor your desire to communicate on such matters via e-mail.

E-mails from clients and former clients along with any responses that are related to treatment and diagnosis may be kept in respective treatment records. Emails also become a part of your legal records and may be revealed in cases where your records are summoned by a legal entity. Please be assured that current and former client e-mail information is always kept secure and not shared with any third parties.

### ELECTRONIC SIGNATURE

By signing this agreement, I am providing consent to the use of electronic and verbal signatures to establish my identity and sign electronic documents and forms associated with the provision of care by Online Therapy Services. I further agree that, for the purposes of authorizing and authenticating electronic health records, my electronic signature or verbal approval has the full force and effect of a signature affixed by hand to a paper document.

By checking this box, I accept the use of electronic and verbal signatures as a valid form of my written signature for documentation associated with my care.

Patient/Parent/Guardian Signature (Please type full name) \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date \_\_\_\_\_