

## **THERAPIST-CLIENT SERVICES AGREEMENT**

Throughout this Agreement, the words 'I', "we", "us" or "our" mean, collectively, Latitude Therapeutic Practices, LLC.

Welcome to Latitude Therapeutic Practices, LLC. This Agreement contains important information about professional services and business policies. It also contains summary 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 you are provided with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI. The Notice, which is attached to this Agreement, explains HIPAA and its application to your PHI in greater detail. The law requires that your signature is obtained to acknowledge that this information has been provided to you. Although these documents are long and sometimes complex, it is important that you read them carefully. Feel free to discuss any questions you have about the procedures. When you sign this document, it will also represent an agreement for the services you will receive from Latitude Therapeutic Practices. You may revoke this Agreement in writing at any time. That revocation will be binding unless action has been taken in reliance on it, or if you have not satisfied any financial obligations you have incurred.

### **PSYCHOTHERAPY SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the particular problems you are experiencing. There are many different methods that may be used to deal with the problems that we 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 in the time between sessions.

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 can involve a large commitment of time, energy and money, so you should be very careful about the therapist you select. If you have questions about these 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**

The first two to four sessions normally consist of an evaluation/assessment. During this time, we can both decide if I'm the best person to help you create the life you want. If we decide to continue, I will usually schedule one 50-minute session per week, although duration and frequency can vary.

### **PROFESSIONAL FEES**

The hourly fee of Latitude Therapeutic Practices is \$145 per session. In addition to weekly appointments, this amount is charged for other professional services you may need, though this will be pro-rated at the hourly cost for periods of less than 45 minutes. These services include, but are not limited to, report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparation of records and treatment summaries, and the time spent performing any other service you may request of Latitude Therapeutic Practices, LLC. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal

involvement, I charge \$250 per hour for preparation and attendance at any legal proceeding, including travel time door-to-door.

**Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation (by Friday at 5pm for Monday appointments), or unless we both agree that you were unable to come due to a medical emergency.** I will do everything possible to find another time to reschedule the appointment that week, but a late cancellation will still mean you are responsible for the fee for that missed session.

\_\_\_\_\_ (initials)

### **PAYMENT OF FEES**

You will be expected to pay any out-of-pocket charges for each session at the time it is held, prior to the beginning of the session, unless we agree otherwise or unless you have insurance coverage which requires another arrangement. Payment schedules for other professional services will be agreed upon when they are requested.

If your account has not been paid for more than 60 days and arrangements 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 which will require me to disclose otherwise confidential information. You will be charged the collection fee if we have to send your account to collections. In most situations, the only information we will release regarding a client's treatment is his/her name, the nature of services provided and the amount due. If legal action is required, its costs will be included in the claim.

\_\_\_\_\_ (initials)

### **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. Latitude Therapeutic Practices offers assistance to help you access network or out-of-network mental health insurance benefits, if you so desire. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage policy that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. [Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.]

You should also be aware that your contract with your health insurance company may require that I provide information relevant to the services provided to you. I am required to provide a clinical diagnosis; in other words, I must diagnose you with a mental illness in order for any insurance company to reimburse for therapy. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for reimbursement. This information will become part of the insurance company files. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you

request it. By signing this Agreement, you authorize me to provide your carrier with any requested information, should you choose to use your insurance to pay for your treatment.

Once we have all of 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 my services yourself to avoid the problems described above [unless prohibited by contract].

\_\_\_\_ (initials)

### **CONTACTING ME**

Due to my work schedule, I am often not immediately available by phone. When I am unavailable, my telephone is answered by voice mail that I monitor frequently. I will make every effort to return your call on the same day. Otherwise, you can expect a return call on the next business day, at the latest. 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, contact your family physician, the nearest emergency room, call 281-CARE, or 9-1-1. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact in emergencies should we deem that necessary.

Utilizing email, text messaging, or other on-line forms of communication must be done with the knowledge that these forms of communication are not considered secure. Although it is unlikely, there is a possibility that information included in an email or a text can be intercepted and read by other parties besides the person to whom it is intended. It is very important to be aware that computers and unencrypted email, texts, and e-fax communication can be accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have direct access to these forms of communication that go through them. While I have taken steps to make my data and emails secure via encryption, other communication is not. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers. My laptop is equipped with a firewall, a virus protection and a password, and I back up all confidential information from my computer on a regular basis onto an encrypted drive. Please notify me if you decide to avoid or limit, in any way, the use of email, texts, cell phones calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted email, texts or e-fax or via phone messages, I will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and will honor your desire to communicate on such matters. Unless I hear from you otherwise, I will continue to communicate with you via email or text when necessary or appropriate.

\_\_\_\_ (initials)

### **LIMITS ON CONFIDENTIALITY**

In general, the law protects the privacy of all communications between a client and a therapist, and I can only release information about our work to others with your written permission. There are other situations that require only that you provide advance written consent. Your signature on this Agreement provides consent for the following:

- \* I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I avoid revealing the identity of my client. The others professionals are 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. I will note all consultations in your Clinical Record (which is called "PHI" in the Notice of Privacy Practices)
- \* Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where I am permitted or required to disclose information without either your consent or authorization:

- \* If you are involved in a court proceeding and a request is made for information concerning your evaluation, diagnosis or treatment, such information is protected by the social worker-client privilege law. I cannot provide any information without your or your personal or legal representative's written authorization or a court order. If you are

involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.

- \* If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- \* If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- \* If a client files a worker's compensation claim, the client must execute a release so that I may release the information, records or reports relevant to the claim.

There are some situations in which I am legally obligated to take actions which I believe are necessary to attempt to protect others from harm, and I may have to reveal some information about a client's treatment. These situations are unusual in my practice. Some examples are listed below:

- \* If I know or have reason to suspect that a child under 18 years of age or a mentally retarded, developmentally disabled or physically impaired child under 21 years of age has suffered or faces a threat of suffering any physical or mental wound, injury, disability or condition of a nature that reasonably indicates abuse or neglect, the law requires that I file a report with the appropriate government agency, usually the Public Children's Services Agency. Once such a report is filed, I may be required to provide additional information.
- \* If I have reasonable cause to believe that an elderly adult is being abused, neglected or exploited, or is in a condition which is the result of abuse, neglect or exploitation, the law requires that I report such belief to the county Department of Job and Family Services. Once such a report is filed, I may be required to provide additional information.
- \* If I know or have reasonable cause to believe that a client has been the victim of domestic violence, I must note that knowledge or belief and the basis for it in the client's records.
- \* 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. If the client threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

If any of these situations arise, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to only that which is necessary.

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 now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

\_\_\_\_\_ (initials)

### **ENCOUNTERS OUTSIDE THE OFFICE**

At times, we may run into one another in a public setting. I will protect your confidentiality in the following ways:

- \* I will not smile at you, speak to you, or acknowledge you in any way. If you wish to talk with me, you are welcome to make that contact.
- \* I will not introduce you to anyone I am with. You may do so if you wish.
- \* I will not tell anyone you are with how we know one another. You may do so if you wish.
- \* I will not introduce myself to anyone you are with. You may do so if you wish.
- \* I will keep our encounter as brief as possible without seeming rude.

### **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, I keep PHI about you in two sets of records. One set constitutes your Clinical Record. It included information about your reasons for seeking therapy, a description of the ways in which your problem(s) impacts on your life, your diagnosis, the goals that we set for treatment, your progress toward those goals, your medical and social history, your treatment history, any past treatments records that I receive from other providers, reports of any

professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and others, you may examine and/or receive a copy of your Clinical Record if you request it in writing and the request is signed by you and dated not more than 60 days from the date it is submitted. Because these are professional records, they can be misinterpreted by and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I am allowed to charge a fee of \$1 per page for the first 10 pages, .50 per page for pages 11 through 50, and .20 per page for pages in excess of 50, plus \$15 for records search, plus postage. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon request.

In addition, I keep a set of Psychotherapy Notes. These are for my own use and are designed to assist me in providing you with the best treatment. While the contents of the Psychotherapy Notes vary from client to client, they can include the contents of conversations, my analysis of those conversations, and how they impact on your therapy. They can also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your written authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless I determine that such disclosure would have an adverse effect on you.

**CLIENT RIGHTS**

HIPAA provides you with several rights with regard to your Clinical Record and disclosures of PHI. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of PHI that you have neither consented to nor authorized; determining the location to which PHI disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement. I am happy to discuss any of these rights with you.

Your signature below indicates that you have read this agreement and agree to its terms.

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

\_\_\_\_\_  
Therapist Signature Date