

**Service agreement & Informed consent for psychotherapy services****Welcome to my practice**

This document contains important information about my professional services and business policies. Please take the time to read this agreement as it contains information relevant to psychotherapy services and your rights. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. If you have any questions please speak with me prior to signing the acknowledgment form. When you sign the acknowledgment it will represent an agreement between us and indicate your consent for receiving services. If at any time during your therapy you have any questions please speak with me so that I may satisfy your concern.

Counseling is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in therapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. As your therapist, I have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

**Goals of Psychotherapy**

There are many reasons for the counseling relationship and in all cases therapy goals guide treatment. Some goals are short-term to address immediate concerns such as symptom relief and implementing concrete behavioral change. Longer-term goals can address on-going or persistent problems that can improve overall quality of life. Whatever your goals for therapy, they will be set by you, according to what you want to work on in therapy. Your therapist can help you clarify your goals and may make suggestions on how to reach the goal but you determine your goals and how we will work together in achieving them.

**Risks/Benefits of Psychotherapy**

Therapy is an intensely personal process which can bring unpleasant memories or emotions to the surface. Progress may occur at a slower pace than desired and some clients may fall back to old patterns after a time. While there are no guarantees, psychotherapy can produce tangible and desired outcomes.

Therapy can help develop coping skills, make behavioral changes, reduce distress and symptoms of mental health disorders, better manage anger and negative emotions, overcome barriers and move forward, and improve overall quality of life to name a few common benefits.

Therapy is an interactive process between client and therapist. The potential for gaining benefit is increased to the extent that the client is able to put the insight and skills gained in the sessions to work outside of sessions. The therapist helps his clients by compassionately supporting them, encouraging, teaching, and guiding them.

**Appointments**

Therapy sessions are 45-53 minutes in duration, depending upon insurance billing guidelines, and are scheduled on a regular basis at a time that we agree on. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I require that you provide me with 24 hours' notice. If you miss a session without canceling, or cancel with less than 24 hour notice, you will be charged \$40 for the missed session [unless we both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do

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not provide reimbursement for missed sessions; thus, you will be responsible the cancellation fee. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time and you may not be seen if there is not enough time for a full session.

**Confidentiality**

Your personal information and what you discuss during therapy sessions is considered confidential. When you wish to have information released, you will sign an authorization form before such information is released. There are some limitations to confidentiality to which you need to be aware.

In accordance with the provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and regulations promulgated under HIPAA including the HIPAA Privacy and Security Rules confidential information may be disclosed in some situations without a release.

1. If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.
2. If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult I am required to report it to the Florida Department of Children and Families.
3. If I believe that you are in imminent danger of harming yourself, I may call the police or the county crisis stabilization unit. I may explore other options with you before I take this step. If I do so, and you appear unable to take steps to guarantee your safety, I would call the crisis unit.

**Insurance**

If you choose to use insurance, be advised that diagnosis and clinical information acquired in the course of your therapy may be disclosed to insurance companies for the purpose of collecting fees and authorizing services. This information becomes part of the insurance company files. Refer to our Notice of Privacy Practices for more detailed information regarding your rights.

**Confidentiality and Group Therapy**

The nature of group therapy creates a challenge to maintain confidentiality. If you choose to participate in group therapy, be aware that your therapist cannot guarantee that other group members will maintain your confidentiality. However, your therapist will make every effort to maintain your confidentiality by reminding group members of the importance of keeping what is said in group confidential. Your therapist also has the right to remove any member from the group when discovered that the member has violated the confidentiality rule.

**Record Keeping**

Brief progress notes are recorded for each session identifying the date of the session and include information related to the focus or topic of the session, goals, progress toward goals, interventions, clinical assessments, and plan. Progress notes are a part of your medical record, and as such is subject to confidentiality and sharing of information in accordance with our Notice of Privacy Practices. Records will be kept for a minimum of 7 years but may be kept longer. In addition to progress notes I may at times keep psychotherapy notes that are separate from your formal medical record to assist me in providing quality services to you. Records will be kept either electronically using secure technology or in a paper file and stored in a locked cabinet in a secure environment.

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Payment is expected at the time of service. If you use your health insurance, co-pays and any deductibles are expected at time of service. If you are not using health insurance the full fee is required at time of services. Method of payment may be cash, check, or credit card. For your convenience we place your credit card information on file using secure password protected software.

If I choose to use insurance I authorize Guiding Change Psychotherapy LLC and my therapist to release information acquired in the course of my therapy to my insurance company. Some insurance companies require preauthorization for behavioral healthcare and it is the client's responsibility to obtain this prior to receiving services. Insurance coverage is a relationship between the client and the insurance company, and the client has ultimate responsibility for payment of charges incurred. We reserve the right to charge re-billing and financial charges related to any overdue balance, and in the event of non-payment, the client will be responsible for collection and/or court costs and reasonable legal fees.

If I am not a participating provider for your insurance plan, I can provide you with a receipt for services that you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, I can provide assistance in finding one.

**Inactivity & Episodes of Care**

It is fairly common that people will seek and receive therapy services in a way that can be described as episodes of care. People attend therapy for a while then decide to discontinue. They may then seek therapy again at a later time. This typically happens because a particular short-term goal is achieved that satisfies an immediate need and no further services are needed at that time. The person may decide to return to therapy at a later time to address another concern and goal. Or maybe the person decides to return at a later time to address a long standing problem that they've been dealing with for far too long.

It is my policy to automatically transfer clients who have been inactive for 6 months into inactive status with the understanding that you may return for services at any time that is right for you. Returning clients may need to complete a new client information form for a reevaluation session.

**Contacting Me**

I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voice mail and your call will be returned as soon as possible. Many times I am able to respond in the same day but it could take a day or two for non-urgent matters. If you are in a crisis situation you should call the 24-hour Crisis Stabilization Unit for Sarasota and Manatee counties. For medical emergencies call 911 or go immediately to your local hospital emergency room.

If you would like to receive appointment information via email or text you can authorize its use for this purpose. Be advised that mail and text are not recommended for transmitting clinical information because they are not guaranteed to remain private. If you have any questions regarding this please ask me to further explain about secure communications.