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Welcome to my practice. The following guidelines should answer most of your questions about my policies and procedures.

Consent to Treatment: All clients are here voluntarily for their mental health care. The practice of psychology is not an exact science and no guarantees can be made as to the results of therapy.

Credentials: I earned my doctoral degree in 2000 and have a Psychologist License (#6301011464) in the State of Michigan.

Limits to Confidentiality: Confidentiality is an increasingly complex issue. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA (HIPAA is the Health Insurance Portability and Accountability Act, which went into effect on April 14, 2003). However, some situations, described in the bullets below, require only that you provide written, advance consent. Your signature in this Agreement provides consent for the following situations:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing your identity. The other 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.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If you file a complaint or lawsuit against me, I may disclose relevant information about you in order to defend myself.
- If I am being compensated for providing treatment to you as a result of your having filed a worker's compensation claim, I must, upon appropriate request, provide information necessary for utilization review purposes.

In addition, your insurance company, if you use one, requires a diagnosis be given in order to reimburse you for services rendered. They may also request additional information, and this will be provided as needed (see the section on Client Records below). 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 agree that I can provide requested information to your carrier.

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 psychologist-patient privilege law. I cannot provide any information without either your 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.

There are three additional situations in which I am legally obligated to take actions. These rare situations only occur when I believe others are in harm's way as a result of your actions. If this happens, I may have to reveal some information about your treatment. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

- If I have a reasonable cause to suspect you of child abuse or neglect, the law requires that I file a report with the Family Independence Agency. Once a report is filed, I may be required to provide additional information.
- If I have reasonable cause to suspect the "criminal abuse" of an adult, I must report it to the police. Once such a report is filed, I may be required to provide additional information.
- If you communicate a threat of physical violence against a reasonably identifiable third person and I judge you to have the apparent intent and ability to carry out that threat in the foreseeable future, I may have to disclose information in order to take protective action. These actions may include notifying the potential victim (or, if the victim is a minor, his/her parents and the county Department of Social Services) contacting the police, and/or seeking hospitalization for you.

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.

### Communication

HIPAA requires me to protect our communication from outside interference to maintain your confidentiality. Unfortunately, many standard email and texting services are not secure against hacks. Even if the content of our communications is just administrative, the fact that we are communicating can lead someone who sees our communication to infer that you are my client, jeopardizing your right to privacy around treatment. To avoid that, I now have several ways for us to communicate securely that minimize the risks of hacks or data breaches.

- Texting: You can download the secure encrypted texting app Signal Messenger by Open Whisper Systems on Android or Apple phones and use that to communicate with me without unreasonable fear of interception or breaches.
- Phone: You can speak with me over the phone.
- Face-to-Face: The absolute safest way to communicate is face to face during one of our sessions.

Any other methods of communication, including email or paper(snail) mail may be subject to interception. You have the right to receive unsecured communications, but if you wish to exercise that right and have me respond to your emails and other unsecure communications,. You will need to sign a waiver form.

### Record Keeping

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records:

One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards these goals, your medical and social history, your treatment history, any past treatment 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. You have the right to examine and/or receive a copy of you clinical record if you request it in writing, except in unusual circumstances, as follows:

- Where disclosure would physically endanger you and/or others,
- When your record makes reference to another person (unless such other person is a health care provider) and I believe that access is reasonably likely to cause substantial harm to such other person,
- Where information has been supplied to me confidentially by others.

Because these are professional records, they can be misinterpreted and thus 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. If I refuse your request for access to your Clinical Records, you have a formal right of review, which I will discuss with you upon request.

The second set of records are Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my assessment of those conversations, and how these conversations impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

Client Rights: HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information for your Clinical Records is disclosed to

others; requesting an accounting of most disclosures of protected health information that you have neither consented not authorized; determining the location to which protected information 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, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

Payment Policy: My usual out-of-pocket fee is \$175 for the initial session, and \$165 and \$135 for proceeding sessions depending on the length of the session. Your health insurance may cover my services. Conditions may apply regarding pre-authorization, number of sessions, fee schedule and limits, reimbursement rates, co-pays, and deductibles. Please check with your insurance representative and/or your employer’s Human Resources Department for details regarding your coverage. If I am a Participating Provider for your plan, then I will accept their assigned fee as payment in full, and you will be responsible for the co-payment amount they require. I am able to submit claims electronically to some insurance carriers. However, any co-payment or other fees not covered by insurance will be **due at the time of our session**. If there is a discrepancy between what you believe your insurance was to cover and the actual payment they made, then it is your responsibility to address that directly with your insurance company. A receipt will be given that you can submit to third party payment sources. There is a \$25 fee assessed for any returned checks.

Cancellation Policy: I am committed to providing you with high-quality care and consistent treatment. Success in psychotherapy depends on many factors, one of which is regular, consistent attendance. The time we schedule for your session is yours alone. If you are unable to keep your appointment, and you cancel at least 24 hours in advance, I will not charge you the full fee. If you cancel less that 24 hours before your appointment, **you will be charged for the missed appointment. Insurance will not cover missed appointments.** In the event of last-minute, unforeseen circumstances, please give me a call.

Accessibility: I carry a cell phone with the number listed above, thus giving clients 24 hour access to me. I encourage clients to call **in emergency when needed**. Telephone calls that last longer than 10 minutes will be billed at the agreed-upon hourly rate. Please refrain from calling or texting after 9 pm if your call is merely scheduling in nature. Please email me that instead.

By signing below, you agree that you have read this agreement and consent to its terms. It also serves as an acknowledgement that you have received the HIPAA Notice described above.

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Client Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Witness

\_\_\_\_\_

Date