

## **COUPLE'S PSYCHOTHERAPY AGREEMENT**

Welcome to my practice. Here is some information to help you understand how therapy with me works. This document also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new 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 (Georgia Notice Form) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, 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 also represent an Agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on us unless we have taken action in reliance on it; if there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred. Please read this carefully. If this is all agreeable to you, please sign and date at the bottom. If you have any questions, please discuss them with me during our first meeting.

**Psychological Services:** Psychotherapy is not easily described in general statement. It varies depending upon the particular problems that the clients bring, the orientation of the therapist, and the personalities of the clients and therapist. Unlike a visit to a medical doctor, psychotherapy requires hard work on your part. In order to be successful, you will have to put a lot of effort into your sessions as well as the time between sessions.

Psychotherapy has both benefits and risks. Research has shown that two-thirds to three-quarters of clients find their therapy quite helpful. Psychotherapy often leads to a significant reduction of distress, better relationships, and resolutions of specific problems. I hope you will also experience improved communication, greater success with difficult issues, greater understanding of each other, and a greater sense of teamwork. Unfortunately, since psychotherapy is not an exact science, there can be no guarantees about what your experience will be.

The risks of psychotherapy include feelings of frustration, fear, anger, and sadness. You may have to talk about things that are difficult to discuss. Psychotherapy will also probably involve making some changes in your habitual ways of doing things—and this may feel difficult at first. Your therapy may involve recalling unpleasant aspects of your life and life history. Also, you may have new insights into yourself and others that may initially feel uncomfortable.

**Starting Therapy:** Research has shown that the most important predictor of therapy success is a good working relationship between clients and therapist. For this reason, in our first few sessions, we should all collaborate to find ways to work together well. I will show you my style of therapy

and answer any questions you may have about me. I will give you my initial impressions of what your therapy will include. Please let me know what makes you comfortable and uncomfortable. We need to work together to establish good teamwork just like in a relationship. Since therapy involves a large commitment of time, money, and energy, this is an important task to do well.

The first meeting will be with the two of you together. In your second session I will meet with each of you separately. Please remember that I don't take sides and I don't keep secrets. In your third meeting, with the two of you together again, I will give you feedback about your situation, including your strengths and the challenges you face. I will make recommendations about what you can do to overcome your problems. Together, we will formulate your specific goals for your couples therapy and plans for how to achieve them. Most couples start with weekly therapy appointments, some start with biweekly couple's therapy appointment.

I have found that I can best help you if you are:

- ◆ Able to plan and keep regular weekly and biweekly appointments.
- ◆ Willing and able to set agendas for therapy sessions.
- ◆ Each willing to acknowledge your contributions to the difficulties.
- ◆ Each willing to make changes in the way you talk and the things you do.
- ◆ Each willing to discuss things in therapy before taking unilateral action.

Please also note that within couple's therapy, the couple (relationship) is viewed as the client, and as such it is not my policy, and it would be unethical, for me to go to court to testify for either partner. Therefore it is my policy not to become involved in litigation between the partners I work with in couples/relationship therapy. Simply put, should the partners become involved in litigation against each other, I will NOT go to court to testify for either partner.

**Meetings:** Together, we will choose the best possible day and time for you, given our different schedules. We will plan to meet weekly or biweekly at that same day and time. This will be our "standing appointment." I will save this time for you, and we will all plan our schedules to minimize conflicts with this time. If you need to change this regular appointment time, please state very clearly that you want to change your "standing appointment."

For couple's appointments, if one of you is late, we wait until you both are here. Or, if one of you cannot come to a couple's appointment, you will have to cancel and reschedule that appointment. I will not meet with either one of you separately when we had planned a couple's appointment.

**Appointments and Cancellations:** Appointments are generally 45-50 minutes in length. Appointments may be held weekly or with greater or less frequency, depending upon your needs. After a suspension of treatment for 30 days or more, your chart will be closed, unless other arrangements have been made. It is not our policy to "double book" appointments, so the time is exclusively committed to your appointment. When an appointment is missed, our schedule is seriously disrupted, as we are unable to make this time available to other clients. For this reason, a 24-hour notice is required of your intent to cancel an appointment. If you cancel an appointment without 24-hours notice, or if you miss an appointment, you will be charged the full contracted rate for that hour. These charges are not covered by insurance; it is the patient's responsibility, and is due before the next appointment.

**Contacting Me:** I am usually in my office between 9:00am and 6:00pm; however, I do not answer calls when I am with clients. At those times you may leave a message on our voicemail. If I am

unavailable for an extended time, I will provide you with the name of a trusted colleague whom you can contact if necessary. When leaving a message for me, please leave your phone number and the times when I can reach you. I will make every effort to return your call on the same day, except for weekends and holidays.

In an emergency, please leave me a message and then call your family physician or go to the emergency room at the nearest hospital. At the hospital, ask for the psychiatrist on call. I will return your call as soon as I receive your message, but on weekends and holidays I may not receive your message until the next business day.

**Limits on Confidentiality:** The law protects the privacy of all communications between a patient and a therapist. In most situations, I can only release information about your treatment to others if you **both** sign a written Authorization Form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of patients. Those other professionals are also legally bound to keep the information confidential. If you do not object, we will not tell you about these consultations unless we feel that it is important to our work together. We will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Policies and Practices to protect the privacy of your health information).
- You should be aware that we practice with other mental health professionals and that we employ administrative staff. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- We also may have contacts with certain Managed Health Care companies. As required by HIPAA, we have a business associate contract with these companies, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, we can provide you with the names of these organizations and/or a blank copy of this contract.
- If a patient threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

There are some situations, such as those listed below, where we are 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 my professional services, such information is protected by the therapist-patient privilege law. We cannot provide any information without 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.

- If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If a patient files a complaint or lawsuit against us, we may disclose relevant information regarding that patient in order to defend ourselves.
- If a patient files a worker's compensation claim, and we are providing treatment related to the claim, we must, upon appropriate request, furnish copies of all medical reports and bills.

There are some situations in which we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a patient's treatment. These situations, as follows, are unusual in our practice.

- If we have reason to believe that a child has been abused, the law requires that we file a report with the appropriate governmental agency, usually the Department of Human Resources. Once such a report is filed, we may be required to provide additional information.
- If we have reasonable cause to believe that a disabled adult or elderly person has had a physical injury or injuries inflicted upon them, other than by accidental means, or has been neglected or exploited, we must report to an agency designated by the Department of Human Resources. Once such a report is filed, we may be required to provide additional information.
- If we determine that a patient presents a serious danger of violence to another, we may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police, and/or seeking hospitalization for the patient.

If such situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit any disclosure to what 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.

**Professional Records:** The laws and standards of my profession require that we keep Protected Health Information about you in your Clinical Record. You may examine and/or receive a copy of your clinical record with a written request with the following exceptions: in unusual circumstances that involve danger to yourself and others, or makes reference to another person and we believe that access is reasonably likely to cause substantial harm to such other person, or where information has been supplied to me confidentially by others. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in our presence, or have them forwarded to another mental health professional so you can discuss the contents. In most situations, we are allowed to charge a copying fee of \$50.00 per record. If we refuse your request for access to your records, you have a right of review (except for information provided to us confidentially by others), which we will discuss with you upon request.



**PLEASE READ CAREFULLY AND SIGN THE STATEMENT THAT FOLLOWS**

**Payment and Insurance Reimbursement Policy:** Patients are required to pay all fees in full at the time service is rendered unless other arrangements have been made with your therapist. A completed insurance form can be provided to you so that you may file a claim for direct reimbursement from your insurance company. If you are covered by a managed care company, and authorized for visits, please provide a copy of your insurance card to the office manager. You will also be required to sign the assignment of benefits statement below and pay your co-payment at each visit. If you have an unmet deductible, you will be required to pay for the services rendered in full until the deductible has been met. Documentation can be provided for patients wishing to file claims with their secondary insurers.

**Insurance policies are quite varied, and it is your responsibility to familiarize yourself with your insurance benefits, including obtaining any pre-authorizations required and verifying coverage. It is important to realize that, regardless of your insurance coverage, it is the patient who is ultimately responsible for payment of services. We will attempt to accommodate your insurance needs. However, if payment is denied, you will be held responsible for the charges incurred.**

**Professional Fees:** My rates are moderate, and within the average range for the type of services we provide. In addition to weekly appointments, we charge a prorated amount for other professional services needed including, but not limited to letter writing, telephone or email conversations lasting longer than 15 minutes, consulting with other professionals at your request, preparation of records or treatment summaries, and the time spent performing any other service you may request of us. These services will be charged based on our session rate in 15 minute increments and are generally not covered by your insurance company. If you become involved in legal proceedings that require our participation, you will be expected to pay for all of our professional time, including preparation and transportation costs, even if we are called to testify by another party; direct appearance will be charged at a minimum of four hours. You will be charged for any sessions missed or cancelled with less than 24 hours notice unless due to an emergency situation. Please note that insurance companies do not pay for missed/cancelled appointments, so payment of the hourly contracted fee is your responsibility.

Payments are generally accepted in the form of cash, check, or major credit cards. Please make all checks payable to SBS Psychological Associates, Inc. For any returned checks, the patient will be charged a return check fee of \$30.00.

**Client Acknowledgement of Receipt of HIPPA Notice Form**

The Health Insurance Portability and Accountability Act (HIPAA), a new federal law provides new privacy protections and new patient's 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 for use and disclosure of PHI treatment, payment, and health care operations. The Notice explains HIPAA and its applications 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 this document is complex, it is very important that you read it carefully. We can discuss any questions you have about the document or the procedures described by it at our next session. When you sign below, it will represent an acknowledgement that you have received the HIPAA Notice form.

**Assignment of Benefits**

I authorize release of any treatment or patient information necessary to process insurance claims. I also authorize payment of insurance benefits to be made to SBS Psychological Associates, Inc. (Shirley Boone-Sanford, Ph.D.) for the services provided.

My signature below indicates that I have read this agreement and agree to its terms, and also serves as an acknowledgement that I have received the HIPAA NOTICE FORM described above from SBS Psychological Services Agreement: **My signature below indicates that I have read the information in this document and I agree to these guidelines for our professional relationship.**

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Client Name

\_\_\_\_\_

Date

\_\_\_\_\_

Client Name

\_\_\_\_\_

Date

\_\_\_\_\_

Psychotherapist Signature

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Date

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Psychotherapist Signature

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Date