# Therapist-Client Informed Consent and Services Agreement

**INTRODUCTION:** Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and jot down any question you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

**ABOUT ME:** I hold a Doctor of Philosophy (PhD) degree in Clinical Psychology and a Masters of Arts (MA) degree from Fielding Graduate University in Santa Barbara, California. Major coursework included developmental basis of behavior, multicultural psychology, cognitive bases of behavior, psychopathology, biological basis of behavior, psychoanalytic theory/theory, health psychology theory/therapy, and cognitive behavioral theory/therapy. My doctoral internship and post-doctoral residency involved a specialization in health psychology working in both a hospital and clinic setting.

**PSYCHOLOGICAL 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 bring forward. There are many different methods I may use to deal with the problems that you 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 therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

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 decided to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with e. Therapy involves a large commitment of time, money and energy, so you should be very careful about the therapist you select. If you have questions about my 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.

<u>MEETINGS</u>: I normally conduct an evaluation that will last 1 to 2 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 45 or 53-minute session (an appointment hour) per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 1 days (24 hour) advance notice of cancellation. If it is possible, I will try to find another time to reschedule the appointment in the same week, which at that point there will be no cancellation fee imposed.

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**PROFESSIONAL FEES**: My hourly fee is \$170.00. Weekly therapy appointments fees are \$125.00 for a 45-minute session and \$150.00 for a 53-session. In addition to weekly appointments, I charge the hourly amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 minutes, attendance at meeting with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other services you many request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Upon notice of any court appearance, 4 hours shall be paid two weeks in advance. The unused portion will be refunded.

Please note, my goal is to support clients to achieve therapy goals, not to address legal issues that require an adversarial approach. Clients entering into treatment are agreeing not to involve me in legal/court proceedings or to obtain records of treatment for legal/court proceedings. This prevents the misuse of your therapy treatment. If you are involved in or anticipate being involved in a legal or court proceeding, please notify me immediately. It is important for us to understand how, if at all, your involvement in these proceedings might affect our work together. If you are required by a court to obtain an evaluation, be aware that therapy is not a substitute for an evaluation. If you need an evaluation, I will be happy to help you find a provider that offers this service.

**BILLINGS AND PAYMENTS:** I accept payment by cash, check, or major credit card. Payment, in full, is due at the time of services, unless I have a contract with your insurance that requires me to bill them directly. In that case, I will collect the co-payment that is due at each session. If I am an out-of-network provider for your insurance, I will provide you an insurance claim form for you to submit directly to your insurance company for reimbursement I do have a sliding fee scale that I will be happy to discuss with you if your economic situation is an issue.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided, and the amount due. Bank charges for returned checks are your responsibility.

INSURANCE REIMBURSEMENT: In order for us to set realistic 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. 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 series your insurance policy covers.

You should carefully read the section in your insurance coverage booklet 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 company. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

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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 clients feel that they need more services after insurance benefits end.

You should also be aware that most insurance companies require you to allow me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Thought all insurance companies claim to keep such information confidential, I have no control over what they do with hit once it is in their hands. In some cases, they may share the information with national medical information databank. I will provide you with a copy of any report I submit, if you request it. I understand that by using your insurance I am aware that such information may be provided to them. I will try to keep that information limited to the minimum necessary.

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.

**CONTACTING ME:** I am often not immediately available by telephone. While I am usually in my office between 8 AM and 5 PM, I probably will not answer the phone when I am with a client. While I am unavailable, my telephone is answered by a voicemail that I monitor frequency. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. 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 you call, contact your crisis line (in Multnomah County the number is 503-988-4888), family physician or the nearest emergency room and ask for the mental health staff member on call. If I will be unavailable for an extended time, I will provide you with a name of a colleague to contact, if necessary.

Please note that e-mail and text communication are to be used for scheduling purposes only, and not intended to be used for emergency situations.

**PROFESSIONAL RECORDS:** The laws and standards of my profession require that I keep treatment records. You are entitled to review a copy of your records, or I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents.

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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 my policy to request an agreement form parents that they agree to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify then of my concern. I will also provide them with a summary of your treatment when it is complete. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

**CONFIDENTIALITY:** In general, the privacy of all communications between a client and a therapist is protected by law, and I can only release information about our work to others with your written permission. But there are a few exceptions.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if she/he determines that the issues demand it.

There are some situations in which I am legally obligated to take action to protect others from harm even if I have to reveal some information about a client's treatment. For example, if I believe that a child, elderly person, or disabled person is being abused, I am required to file a report with the appropriate state agency.

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.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identify of my client. The consultant is 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.

While this written summary of exceptions to confidentiality should prove helpful in information you about potential problems, it is important that we discuss any questions or concern you may have at our next meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

Your signature below indicates that you have read and the information in this document and agree to abide by its terms during our professional relationship.

Reminder: The confidentiality of information communicated via cellular telephones, e-mail, Internet and fax cannot be assured.

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**For Individuals:** If you are requesting a copy of your records, I require that you sign an Authorization to Disclose Medical records before I disclose any information about treatment.

For Couples: If you are in couple's therapy, I require the consent of both parties in order to release medical records. I require both parties to sign an Authorization to Disclose Medical Records before I disclose any information about treatment.

\_\_\_\_\_ I agree to the above policy about the Disclosure of medical records in couples therapy.

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COMMITMENT TO ETHCIAL STANDARDS: As a Licensee of the Oregon Board of Licensed Professional Counselors and Therapist, I abide by its Code of Ethics. To maintain my license, I am required to participate in annual continuing education, taking classes dealing with subjects relevant to this profession. I may substitute professional supervision for part of this requirement. If you have any questions regarding my professional license you may contact the Board of Licensed Professional Counselors and Therapists at 3218 Pringle Rd SE, Suite 250, Salem, OR 97302-6312. Telephone 503-378-5499.

#### Acknowledgement of Therapist-Client Informed Consent and Services Agreement

I have received and read this Therapist-Client Informed Consent and Services Agreement. I have had an opportunity to ask questions about the information provided. My signature below indicates that I voluntarily consent to receive services by Marney Hoffman, PhD at Hoffman Behavioral Health, and to abide by the terms of this agreement. I understand that after therapy begins, I have the right to withdraw my consent to therapy at any time, for any reason, except to the extent that action has been taking in reliance on my previous consent.

And my signature below indicates that a notice describing the HIPAA privacy act has been made available to me.

Client Name (Please print):	
Client Signature:	Date:
Client Name (Please print):	
Client Signature:	Date: