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THERAPIST-CLIENT SERVICES AGREEMENT

This document (the Agreement) contains important information about the professional services and business policies of the psychotherapists at Aspen Grove Counseling. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and client 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 for treatment, payment and health care operations. The Notice, which can be found at <http://www.aspengrovecounseling.com/noticeofprivacypolicies.pdf>, explains HIPAA and its application to your personal health information in greater detail.

The law requires that your therapist obtains your signature acknowledging that you have been provided with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully. You and your therapist can discuss any questions you have about the procedures. Although used by all therapists at Aspen Grove Counseling, the Agreement you are reading applies to you and your specific therapist. Hence, the following is written in the first-person and indicates your specific therapist. When you sign this document, it will represent an agreement between you and your therapist. You may revoke this Agreement in writing at any time. That revocation will be binding unless your therapist has taken action in reliance on it, if there are obligations imposed on by your health insurer to process or substantiate claims made under your policy, or if you have not satisfied any financial obligations you have incurred.

PSYCHOLOGICAL SERVICES

Psychotherapy is an alliance between client and therapist to increase understanding and bring about change. The specific experience of being in therapy varies depending upon the personalities of the psychologist and client and the particular concerns you are experiencing. There are many different clinical methods I may use to deal with the problems that you hope to address. Also, psychotherapy is a very active effort on your part and you will get the most benefit if you work on things we talk about both during our sessions and in 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. These troubled feelings are normal and will be temporary, depending on the depth of clients' emotional difficulties and distress. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better

relationships, solutions to specific problems, increased self-esteem and awareness, and significant reductions in feelings of distress. Although there are no guarantees of what you will experience, I will devote my attention to ensure that we maintain a safe and respectful environment that can maximize the possibilities for you to achieve positive growth and healing. Depending on the client's goals, therapy can help individuals change patterns of thinking, feeling, and behaving, so they can create a life that is more satisfying and fulfilling. This involves an increased understanding of what generates negative emotions, an increased ability to cope and work with negative emotions, and an increase in positive feelings. Clients can learn how to identify and change the limiting beliefs about the self, others, and the larger world. When necessary, clients may learn about assumptions and messages of society at large that can feel constricting and harmful. Finally, clients may learn how to plan, interact, and act in ways that enable them to reach their goals and to improve their lives.

Our first few sessions will involve an evaluation of your needs, goals, and circumstances. 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 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 or referral.

THERAPY SESSIONS / MISSED APPOINTMENTS

If psychotherapy is begun, sessions will be scheduled at a frequency that is mutually agreed upon. We may also mutually decide to change the length and frequency of sessions at any time during the course of your therapy. ***Once an appointment is scheduled, you will be expected to pay for the full fee unless you provide 24-hours [1 day] advance notice of cancellation.*** I understand illnesses, accidents, and other beyond-our-control situations occur, and with these events, there will be no charge for missed or cancelled appointments. If keeping or remembering appointments is difficult for you, I encourage you to talk with me about how to change this pattern. If you arrive to the session under the influence of alcohol or other substances, then I will cancel the session, find you a safe ride home, and require you to pay for the session. **It is important to note that insurance companies do not provide reimbursement for cancelled or missed sessions.**

PHONE SESSIONS

Although phone therapy allows possibilities of extending work where it was not previously possible, you should know that little research has been done on its effectiveness. Overall, there will be inherent limitations involved in our work. For example, it will be difficult for both of us to fully assess or understand each other's emotional state without access to our nonverbal cues. In addition to the standard rules of confidentiality limitations, you should also be aware of the unique confidentiality limitations for phone therapy (for example, cell phone messages can be picked up and overheard by others & it may not be possible to guarantee that the conversation is

not overheard by other members of a household). Also, before agreeing to provide phone therapy, I will ask you to set up local backup services that are available to you in case of crises (for example, emergency contacts & nearby hospitals and mental-health treatment centers or therapists). You will more than likely be unable to use your insurance to reimburse because most insurance companies only cover in-person mental-health services. In the end, if you decide to end therapy informally (for example, stop calling or responding to calls), I will ask you to send me a letter, leave a message, or, ideally, phone me about your decision.

CONTACTING ME & OUTSIDE CONTACT

Due to my work schedule, I am often not immediately available by telephone, and I will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by a confidential voicemail that I monitor frequently. I will make every effort to return your call within 24 hours, with the exception of weekends and holidays. If you are difficult to reach, let me know on your message of times when you are available.

You should know that I normally do not return phone calls after 6 pm, on weekends, or during holidays. I normally turn my phone off during these times. If you need more available services, then I can talk with you about other resources or referrals that may meet your needs more effectively. To be fair to both of us, if you need to talk between sessions, then I will charge for any telephone conversations lasting longer than 15 minutes. When I am unavailable for an extended time period, I will provide you with the name of a qualified professional working within Aspen Grove Counseling who will cover for me.

Also, my professional ethics require me to avoid dual relationships with clients, which means that I do not socialize or create friendships or romantic/sexual or business relationships with my current or former clients. If our paths cross outside of counseling, to protect your privacy, I will not approach or acknowledge you unless you do so first. If you decide to say hello to me in public, I would definitely welcome that, but I will not introduce you to the person(s) I am with to protect your privacy. You should also know that if I am with others, then it may be best to avoid any acknowledgement because those I am with will ask about our association and although I will not provide them with any information, your confidentiality on some level will be broken.

EMERGENCY PROCEDURES

Because I am not available 24-hours, after 6 pm, and during weekends/holidays, then if an emergency occurs and you cannot reach me, please dial 911 or the University Neuropsychiatric Institute **801-583-2500** or Valley Mental Health **801-483-5444** and **ask for the crisis worker**. My voice message includes this emergency number. Another number to contact would be the free, 24-hour National Suicide Prevention Lifeline at **1-800-273-TALK (8255)**. Also, call me and leave a message so that I will know what is happening and can get in touch with you as soon as possible.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychologist. 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. 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:

- I may occasionally find it helpful to consult other health and mental health professionals about my work with you. Typically, this consultation occurs with the other licensed therapists at Aspen Grove Counseling. During this consultation, I would 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 it is important to our work together. I will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- 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 the professional services I provided to you, such information is protected by the psychologist-client privilege law. I cannot provide any information without your (or your 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 am required to provide it for them. If this request is from the FBI to investigate terrorism, the Patriot Act declares I cannot inform you of this disclosure.
- 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 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 a client reports to me that he/she has a communicable disease, and discloses that he/she is engaged in activities that put others at risk of contracting the communicable disease, I am required to report that disease and activity to the Utah State Department of Health. Reportable communicable diseases include, but are not limited to HIV/AIDS, Hepatitis, Sexually Transmitted Diseases, and Smallpox.
- If a client files a worker's compensation claim, I must, upon appropriate request, provide a copy of the client's record to the appropriate parties, the client's employer, the workers' compensation insurance carrier or the Labor Commission.

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.

- If I have reason to believe that a child has been or is likely to be subjected to incest, molestation, sexual exploitation, sexual abuse, physical abuse, or neglect, the law

requires that I immediately notify the Division of Child and Family Services or an appropriate law enforcement agency. Once such a report is filed, I may be required to provide additional information.

- If I have reason to believe that any vulnerable adult has been the subject of abuse, neglect, abandonment or exploitation, I am required to immediately notify Adult Protective Services intake. Once such a report is filed, I may be required to provide additional information.
- If a client communicates an actual threat of physical violence against an identifiable victim, I am required to take protective actions. These actions may include notifying the potential victim and contacting the police, and/or seeking hospitalization for the client. 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.

While this 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.

PROFESSIONAL RECORDS

You should be aware that I keep Protected Health Information (PHI) 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 those 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.

Except in unusual circumstances that involve danger to yourself and/or others or where information has been supplied to me confidentially by others, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, my routine practice is not to release Clinical Records to insurance companies, clients, or parents of clients. Upon receipt of written consent, I respond to requests for Clinical Records only with a treatment summary of your start and end date in therapy, goals for therapy, the themes and general problems we discussed, how we addressed goals and problems, your progress toward your goals, your diagnosis, and reasons for ending therapy. If you do want to see your Clinical Records, I recommend that you review them in my presence or have them forwarded to another mental-health professional to discuss the contents. I would conduct any review meeting with our normal fee charge. In most situations, I am allowed to charge a copying fee of \$1.00 per page (and for certain other expenses). 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 (except for information supplied to me confidentially by others), which I will discuss with you upon request.

In addition, I also keep a set of Psychotherapy Notes. These Notes are for my use and 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 analysis of those conversations, and how they impact 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 [and information that is revealed to me by others where I have promised confidentiality]. These Psychotherapy Notes are kept separate from your Clinical Record. These psychotherapy notes are not available to you and cannot be sent to anyone, including insurance companies without your 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 rights with to your Clinical Record and disclosures of protected health information. 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 protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; and having any complaints you make about my policies and procedures recorded in your records; and the right to a copy of this Agreement, the attached Notice form, and my policies and procedures. I am happy to discuss any of these rights with you.

MINORS & PARENTS

Clients under 14 years of age who are not emancipated and their parents should be aware that the law allows both parents to examine their child's records unless there is court documentation to indicate otherwise or I decide that such access is likely to injure the child, or we agree otherwise. Since parental involvement in therapy is important, it is my policy to request an agreement between a child client between 14 and 18 and his/her parents allowing me to share only general information about the progress of the child's treatment and his/her attendance at sessions. This means, for example, that I would not share information regarding drug/alcohol use or the sexuality of the minor. If requested, I can provide parents with a summary of their child's treatment when it is complete (see the above information under Professional Records). Any other communication will require the child's authorization, unless I feel that the child is in danger of killing him- or herself or a danger to someone else, in which case, I will notify the parents. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

PROFESSIONAL FEES

My typical out of pocket fee is \$135 per session. If I am billing through your insurance, the fees billed to your insurance company will vary according to several different factors, especially length of the therapy session. When submitting to insurance your cost responsibility will remain the same, but you will likely see fees on explanation of benefits statements from your insurance company that differ from my regular out of pocket rate. In addition to appointments, I charge \$135 per hour 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 15 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. 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 \$175 per hour for preparation and attendance at any legal proceeding.

BILLING AND PAYMENTS

You will be expected to pay for each session in full at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. An annual finance charge of 17.5% will accrue on all unpaid accounts unless specific payment arrangements have been set up between us. 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 the payment. This may involve hiring a collection agency or going through small claims court, which will require me to disclose otherwise confidential information. 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. If such legal action is necessary, its costs will be included in the claim (30% more).

INSURANCE REIMBURSEMENT

To set realistic goals and priorities, it's important to evaluate which 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. Many insurance policies provide a percentage reimbursement for the standard therapy fee. If I am not a member of your Managed Care Preferred Provider Panels, check your policy to see if it will cover an "out of network provider" or make an exception to allow reimbursement to me. 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.

At the end of each month, I will generate an insurance form and forward it to your insurance carrier. You should carefully read the section in your insurance coverage booklet that describes mental health services. Due to the rising costs of healthcare, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental-health coverage is available. It is particularly important that you call your insurance company and ask

- A. whether you need "pre-authorization" before meeting with me (many companies will not provide this retroactively);**
- B. the amount of your yearly mental-health deductible, if it is different than your medical deductible, and when the deductible needs to be met (for example, at the beginning of the year or starting in July);**
- C. how much they reimburse if I am or am not part of their provider panel;**

- D. how much is your co-pay or co-insurance;**
- E. any limitations about pre-existing conditions and when the condition ends;**
- F. any limitations regarding the number of sessions you are allowed and within which time frame (similar to your deductible requirement); &**
- G. any limitations regarding diagnosis or individual, couples, or group therapy.**

“Managed Health Care” 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 much can be accomplished in short-term therapy, some clients 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 continue your psychotherapy and will talk with you about other financial resources or options.

If you have questions about your insurance coverage, call your plan administrator. 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 you decide to seek third-party reimbursement, you should be aware that your contract with your health insurance company generally requires that I provide it with information relevant to the services that I provide to you. I am required to provide the dates and length of services, what type of therapy is provided (e.g., individual or group), and *a clinical diagnosis* based on the American Psychiatric Association’s Diagnostic and Statistical Manual of Mental Disorders, fourth edition. I am willing to discuss this diagnosis with you and its implications. For example, *some carriers can reject those applying for independent plans based on prior medical history. They also require access to records from previous insurers as part of the application process. If you choose to use their insurance, then some of the potential consequences to consider is that this use and diagnosis may affect applying for health, life, or disability insurance in the future.* 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 the purpose requested. If you request it, I will provide you with a copy of any report I submit. This information will become part of the insurance company files and will probably be stored in a computer. 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. As sharing of information from databanks becomes more pervasive, it is increasingly common for employers, security clearance agencies, and attorneys to obtain access to diagnoses and related materials through such electronic records. Although HIPAA provides a general framework to protect client confidentiality, there are many ways in which you relinquish many of your rights to privacy when you participate in third party reimbursement.

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 your sessions. **By signing this Agreement, you agree that I can provide requested information to your carrier if you are using third party reimbursement.**

It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above. If your therapy is self-pay you maintain maximum control over your record. I do not assign any diagnosis to records for self-pay clients, nor do I release any information about your therapy activities to anyone without your permission (except in situations outlined in the previous section “Limits On Confidentiality”).

ENDING THERAPY

Some clients benefit most from a brief involvement in therapy whereas others will find an extended length of time more valuable. I am committed to working with you as long as the therapeutic process is productive and healthy. I am available at any time during the therapy process to discuss concerns you may have regarding the ending of your therapy. The process of ending therapy may be equally as significant as the work you accomplish during the course of your therapy. The ending of therapy will have the most impact when it evolves from a partnership between client and therapist. It is most productive if you can address the ending of your therapy over the course of several closure sessions.

If I do not have contact or communication from you for a period of 30 consecutive days, I will assume that you no longer intend to remain active in this therapy relationship and your case will be closed. You have the option, however, to contact me again any time in the future to discuss continuing psychotherapy with me.

HIPAA PSYCHOTHERAPIST-CLIENT SERVICES AGREEMENT

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

HIPAA FORMS RECEIVED:

Signature

Date

AGREEMENT READ & UNDERSTOOD:

Signature

Date