



Psychotherapy Service Agreement and Consent to Treat

Welcome to my practice! This document contains important information about my professional services and business policies. 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. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

PSYCHOTHERAPY SERVICES

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, 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. I, as your therapist, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy requires addressing unpleasant and challenging aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. To be most successful, you will need to work on things we discuss outside of sessions.

Good therapy is a lot of things. Sometimes it will feel wonderful, but it can also activate many emotions that are less pleasant. These emotions are invaluable and are wholly welcome in our work - this includes being scared, anxious, unhappy, bored, dread, and even mad at me. Sometimes these feelings might make you want to stop therapy. Sometimes this is the right thing to do!! You always have the right to end treatment. Even if it is the right thing to do, making decisions consciously and experiencing support from me no matter what your feelings and choices are, can be immensely important and healing in and of itself. For these reasons, I request that you tell me when you are feeling like ending therapy and give us three sessions to notice, process, and say good-bye. If we are very early in treatment this might not take quite as long but you get the idea.

APPOINTMENTS

Appointments will ordinarily be 50 minutes in duration, once per week at a time we agree on, although some sessions may be more frequent as needed. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you provide me with 24-hour notice. If you miss a session without canceling, or cancel with less than 24-hour notice, my policy is to

collect the full fee for a one-hour session, \$130 (emergencies and circumstances which would be dangerous for you are the exception for canceling less than 24 hrs in advance). It is important to note that insurance companies do not provide reimbursement for cancelled sessions. If it is possible, I will try to find another time to reschedule the appointment. 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.

Your session time is a special time reserved for you that you can count on. Only very rarely will I be able to fill a cancelled appointment time. This time slot is our commitment to each other. To keep your time available to you, you will need to attend at least 8 out of every 10 sessions unless making prior arrangement with me. Regularly missing sessions, even with more than 24 hours' notice, will make safe and effective therapy impossible.

PROFESSIONAL FEES

Clients who pay out of pocket pay \$130 per 50 min session. You are responsible for paying at the time of your session unless prior arrangements have been made. Payment must be made by check, cash or credit card. Any checks returned to my office are subject to an additional fee of up to \$35.00 to cover the bank fee that I incur. If you refuse to pay your debt, I reserve the right to use an attorney or collection agency to secure payment.

In addition to weekly appointments, it is my practice to charge this amount on a prorated basis (I will break down the hourly cost) for other professional services that you may require such as report writing, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of me. If you anticipate becoming involved in a court case, I recommend that we discuss this fully before you waive your right to confidentiality. If your case requires my participation, you will be expected to pay for the professional time required even if another party compels me to testify. I require my full fee of \$230 per hour for court appearances, portal to portal.

I am available for short phone conversations but check-ins that exceed 10 minutes are charged \$35 per 15-minute increment.

INSURANCE

For us to set realistic treatment 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. With your permission, my billing service and I will assist you with ascertaining information about your coverage, but **you are responsible for knowing your coverage and for letting me know if/when your coverage changes.** If your coverage changes without my knowledge and I am unable to re-coop payment, you will be financially responsible for my full fee of \$165 per 50 min session. If you lose health care coverage, I will give you a 2-session grace period to re-establish coverage or to close our work together and transfer you to mental health services that are available to you without health insurance.

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 advance authorization, without which they may refuse to 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 patients 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 help you continue your psychotherapy.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. (Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from a book entitled the DSM-IV. There is a copy in my office and I will be glad to let you see it to learn more about your diagnosis, if applicable.). Sometimes I must 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. 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 plan to pay with insurance.

In addition, if you plan to use your insurance, authorization from the insurance company may be required before they will cover therapy fees. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage of the fee (which is called coinsurance) or a flat dollar amount (referred to as a co-payment) to be covered by the patient. Either amount is to be paid at the time of the visit by check or cash. In addition, some insurance companies also have a deductible, which is an out-of-pocket amount, that must be paid by the patient before the insurance companies are willing to begin paying any amount for services. This will typically mean that you will be responsible to pay for initial sessions with me until your deductible has been met; the deductible amount may also need to be met at the start of each calendar year. Once we have all the information about your insurance coverage, we will discuss what we can reasonably expect to accomplish with the benefits that are available and what will happen if coverage ends before you feel ready to end your sessions.

It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above, unless prohibited by my provider contract. If you would like to bill your insurance yourself or if you have insurance with a provider I am not in-network with, I am happy to create a billing form that will make submitting your own claims very simple.

If I am not a participating provider for your insurance plan, I am happy to create a billing form that will make submitting your own claims for reimbursement very simple. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, I will refer you to a colleague.

PROFESSIONAL RECORDS

I am required to keep appropriate records of the psychological services that I provide. Your records are maintained in a secure location in the office. I keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records I receive from other providers, copies of records I send to others, and your billing records. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and / or upsetting to untrained readers. For this reason, I recommend that you initially review them with me, or have them forwarded to another mental health professional to discuss the contents. If I refuse your request for access to your records, you have a right to have my decision reviewed by another mental health professional, which I will discuss with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request.

CONFIDENTIALITY

My policies about confidentiality, as well as other information about your privacy rights, are fully described in a separate document entitled **Client's Rights, Limitations and Responsibilities**. You have been provided with a copy of that document and we have discussed those issues. Please remember that you may reopen the conversation at any time during our work together.

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, but it may take a day or two for non-urgent matters. If you are in crisis, I will attempt to make the next available appointment time available to you. If that is not soon enough to get help you need to call the **Jackson Co Crisis Line** at (541) 774-8201, 911, or go to your nearest emergency room. Once you are out of immediate danger please call me at (541) 631-8086.

OTHER RIGHTS

You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about my specific training and experience. You have the right to expect that I will not have social or sexual relationships with clients or with former clients or seek to benefit from my clients in any way beyond the agreed upon fee for treatment.

CONSENT TO TREAT

Your signature below indicates that you have read this Agreement and the **Rights, Limitations, and Responsibilities** document, agree to their terms, and agree to begin therapy with Alison Nightingale LPC.

Signature of Patient or Personal Representative

Date

Printed Name of Patient or Personal Representative

Date

Witness

Date