

CLIENT SERVICES AGREEMENT

There is a lot of information covered in the following few pages. I encourage you to take your time reading through it and discuss with me any questions or concerns you have. It contains important information about the professional services and business policies you will encounter as a client of my professional services. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a 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 I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI. 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 I obtain your signature acknowledging that I have provided you with this information. The Client Services Agreement includes useful information regarding our business practices, including billing, clinical activities, privacy/confidentiality, and office policies.

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 either the Notice or the Client Services Agreement. When you sign the Client Services Agreement, it will also represent a contract between us. You may revoke this agreement in writing at any time. That revocation will be binding on me unless I have already taken action in reliance on it; if there are obligations imposed on me 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.

CLINICAL SERVICES

As part of my professional practice, I am able to offer counseling services to adults, couples & families, adolescents (aged 13-18 years), and group therapy. I am not able to complete evaluations or testing for educational needs or medication management nor am I qualified to complete Psychological Evaluations. If, at some point in our time together, either one of us determines that further clinical practices/skills are necessary or that I'm unable to satisfactorily address your specific needs as a client, I will support you by offering referrals to other professionals.

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 many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. The practice of psychotherapy calls for a very active effort on your part as the client. I have discovered that the more one invests in their process of counseling, the more satisfying and uplifting the outcomes.

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 decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy may involve 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.

MEETINGS

Psychotherapy sessions are generally 60 minutes long and usually occur on a weekly or bi-weekly basis but may vary depending on your individual needs. I encourage new clients to invest time early on in the relationship so that they are able to build some "momentum" - a way to more fully enter the process and engage new ways of knowing and understanding themselves. It can be very helpful to determine a good time in your weekly schedule where counseling fits well and then pre schedule a number of sessions, committing to yourself the importance of this investment.

Please note that once an appointment hour is scheduled, you will be expected to pay for it unless you provide at least 24 hours advance notice of cancellation (unless we both agree that you were unable to attend due to circumstances beyond your control). If you do not provide at least 24 hours notice when cancelling an appointment, I charge a fee of \$100. It is important to note that insurance companies do not provide reimbursement for cancelled sessions and so you will be responsible for any fees incurred for missed appointments. Missed session/late cancellation fees must be paid in full before another session is scheduled and sessions already scheduled will be suspended until payment is received.

In addition to weekly appointments, I charge \$80 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 (\$20 for any part of 15 minutes). Other services may include: report writing, telephone conversations lasting longer than 10 minutes, consulting with other outside 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 \$100 per hour for preparation and attendance at any legal proceeding.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, my telephone is answered by confidential voicemail, that I monitor frequently. I will make every effort to return your call promptly. If you are difficult to reach, please inform me of some times when you will be available.

Please note that I do not provide emergency services as a clinician and I have no back-up on-call services. If your need is highly urgent and/or life-threatening, contact your family physician or the nearest emergency room. If I will be unavailable for an extended time (ie vacations or illness), I will provide you with the name of a colleague that you may contact if necessary.

LIMITS ON CONFIDENTIALITY

Many laws protect the privacy of all communications between a client and a clinician. 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 a case. During a consultation, unless it is with another of your treatment professionals, 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.
- You should be aware that I sometimes confer with other mental health professionals as a way to access the support of clinical supervision and/or insurance coverage. In such cases, I may have to share information with these individuals for both clinical and administrative purposes (submitting insurance requests for example). I will limit the extent of shared information to that which is required and/or necessary.

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 that I provided you and/or the records thereof, such information is protected by the therapist-client privilege law. I 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, I may be required to provide it.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

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 patient's treatment. These situations are unusual in my practice.

- If I have reason to suspect that a child has been abused or neglected, the law requires that I file a report with the Division of Children, Youth and Families. Once such a report is filed, I may be required to provide additional information.
- If I suspect or have a good faith reason to believe that any incapacitated adult has been subjected to abuse, neglect, self-neglect, or exploitation, or is living in hazardous conditions, the law requires that I file a report with the appropriate governmental agency, usually the Department of Health and Human Services. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates a serious threat of physical violence against a clearly identified or reasonably identifiable victim or victims (including themselves), or a serious threat of substantial damage to real property, I may be required

to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking involuntary hospitalization for the patient.

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.

Martha McClure, MA LCMHC – Client Agreement 2

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.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. 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, 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. In most circumstances, I charge a copying fee of \$15.00 for the first 30 pages or 50 cents per page, whichever is greater.

PATIENT 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 from your Clinical Records 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; 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.

MINORS & PARENTS

Patients under 18 years of age and their parents should be aware that the law allows parents to examine their child's treatment records unless I decide that such access is likely to injure the child, or we agree otherwise. If the treatment is for drug dependency, parents may examine the records of children under age 12. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is my policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. If asked, I will also provide parents with a summary of their child's treatment when it is complete, subject to charges for the time required to prepare the summary. Any other communication will require the child's authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. 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.

DOMESTIC LITIGATION

If you are involved in domestic litigation or become party to a divorce or custody action, you agree that you will not call your therapist to court to testify. Courts appoint professionals who have had no prior contact with a family to conduct custody evaluations and to make recommendations to the Court. As clinicians, it is our role to provide treatment and not to make recommendations in domestic matters. It is our policy to not testify in such cases as experience shows that the professional relationship can be harmed when psychotherapists testify in divorce and custody cases.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested.

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 patient'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.

INSURANCE REIMBURSEMENT

In order 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. Your therapist will complete forms and provide you with whatever assistance needed to help you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of the fees. It is very important that you find out exactly what mental health services 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. Though my comprehension of insurance coverage is limited, I will do what I can to help you understand the information you receive from your insurance company.

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 much can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end.

As previously mentioned, you should also be aware that your contract with your health insurance company requires that I, as your therapist, provide it with information relevant to the services provided to you and that I am required, often, to provide a clinical diagnosis. Furthermore, sometimes additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record, are required. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will, in all likelihood, 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. If requested in writing, I will provide you with a copy of any report submitted. By signing this Agreement, you agree that I can provide requested information to your carrier.

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. It is important to remember that you always have the right to pay for services yourself to avoid the problems described.

Martha McClure, MA LCMHC

186 Iron Kettle Road, Warner NH, 03278 - ph: (303) 502-4775

SIGNATURES

Your signature below (as client or parent/legal guardian of client) indicates that you have read the information in this document and agree to abide by its terms during our professional relationship. It also indicates that you have read the attached Client Services Agreement and that you agree to its terms. Your signature also serves as an acknowledgement that you have received the HIPAA Privacy Notice Form described with this document.

Client Printed Name and Date

Client Signature (or Parent/Guardian if applicable)

Witness/Date

CONSENT FOR TREATMENT OF A MINOR CHILD (IF APPLICABLE)

My signature below indicates that I have arranged for my child, _____, to begin counseling with Martha McClure, MA LCMHC and that I provide consent for this treatment.

Parent or Guardian Signature/Date

Witness/Date