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**Welcome to my psychotherapy practice!** The following is provided to help you become acquainted with the way I work. Please take time to read it carefully. I will gladly discuss any (or all) of these items with you at our first meeting.

- ☒ Effective psychotherapy requires a good match between client and therapist. During our first session or two we will determine if I'm a good choice of therapist for you. If not, I will refer you to a therapist I believe can serve you better than I.
- ☒ I assume you wish to begin therapy because you desire certain changes in your life. I will do my best to help you achieve your goals, but I cannot guarantee any particular result. You are likely to gain the most benefit from counseling if you are committed to the process and attend regularly. You and I will agree upon the frequency that will work best for your needs.
- ☒ Since biological factors can contribute to unwanted psychological distress, I may ask you about your health and diet. In some cases medical assessment and intervention is helpful and/or necessary. Some individuals benefit from a combination of psychotherapy and drug therapy.

### **HIPAA**

This document also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA). HIPAA is a recent new federal law that mandates new privacy requirements and patient rights pertaining to the use and disclosure of your Protected Health Information (PHI) in connection with treatment, payment and health care operations. HIPAA requires me to provide you with a Notice of Privacy Practices (the Notice), which is attached to this agreement, explains HIPAA and its application to your personal health information in great detail. The law requires that at the end of the first session I obtain your signature acknowledging that I have provided you with this information. Although these documents are long and sometimes complex, they contain important information about your rights and I ask that you review them carefully. We can discuss any questions you have about the procedures. When you sign this document, it will represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; or unless there are obligations imposed on me by your health insurer in order to

process or substantiate claims made under your policy; or unless you have not satisfied any financial obligations you have incurred.

### Session Fees

- ✘ My fee is \$200 per therapy hour (typically 50 minutes). If this fee is out of range, we can discuss other payment options. I accept checks or all major credit cards. Fees might be raised on an annual basis in order to adjust for increasing costs. Prior to doing so, I will give you at least two months notice of the change.
- ✘ Payment for therapy will be due upon services rendered.
- ✘ I do not have a secretary to collect your fees, so please come prepared, as fees are usually collected at the end of our session.
- ✘ *If you plan to submit your session receipts for insurance reimbursement, please inform me right away.* Included on the website is a document that lists questions to ask your insurance company, to determine whether or not they will reimburse your claims, and if so, under what conditions. If they agree to reimburse you for the counseling, the session receipt you submit must contain *a diagnosis and my signature*. You will be responsible for payment at the end of each session whether your insurance company reimburses you later or not.

### Additional Fees/Payment Policies

- ✘ **Short-Notice Cancellation Fee:** Appointment cancellations must be made within **24 hours** of the scheduled appointment, or they will be subject to the cost of a usual session. This charge may be waived if we can move your appointment to another time within the same week, but I make no guarantee of my availability and waving fees are done at my discretion.
- ✘ **Credit Card Number on File:** I will ask you for a credit card number. This is to ensure that payment is timely. You may choose to pay weekly with a check. In this case, the credit card will *only* be charged in the case of a missed session without the adequate notice of 24-hours. If your card is charged, the signature will read as follows: "Signature on File." Credit card information is kept in a locked cabinet.
- ✘ In the event that a balance is accrued beyond \$600, therapy will be halted until the balance is below and a plan with our billing professional is made.
- ✘ **No-Show Fee:** If you do not show up for a scheduled appointment (that you hadn't canceled previously) you will be charged the full fee for the session. If you are inclined to forget appointments please let me know – Together we can figure out a way to assist you in keeping your appointments.
- ✘ Phone consultations lasting more than 15 minutes will be charged based upon my hourly rate. Additionally, any written documentation that you might require will be billed based upon the hourly rate. Note that this is a service that insurance won't cover.
- ✘ If your insurance company should require a letter or report to be mailed on your behalf you will be billed for the time required to prepare the document, at the hourly rate. Additionally, a release form will be required authorizing me to have this contact.

- ✘ If a check of yours is returned by the bank for insufficient funds, you will be responsible for reimbursing any bank fees charged to my account for your returned check.
- ✘ Please remember that the financial relationship, just like the therapeutic relationship, is between you and me, thus the responsibility for prompt payment of all fees is yours. In the rare event that collection action should be necessary you will be responsible for the amount due plus all collection costs including attorney fees.
- ✘ 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 an attorney, or going through small claims court. This process 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. Until an account is up to date, therapy may be suspended.

### **Some Information about Insurance:**

If you have a health insurance plan, your visits may be reimbursed by your insurance plan. My statement contains the standard information needed to swiftly process your claim. Most insurance plans cover a portion of psychologists' fees, although the percentages and amounts vary widely. I am happy to help you figure out the mental health benefits offered by your plan. Since you have a contract with your health insurance carrier, it has been my experience that they are more responsive to you, the insured, than to me, the provider. By using me as a provider, you have the choice to file your own claims separately, or to opt into using a third-party to submit on your behalf. A reminder: if a claim is disputed that we have submitted on your behalf, it is your obligation to work with your insurance to resolve this. As you will be reimbursed directly, I have no way of keeping track of what might be owed to you.

While a patient's diagnosis is very sensitive information and is generally treated as such by insurance carriers, I cannot guarantee how any insurance carrier or employer respects this information. If you prefer that I do not release information to your insurance company for reimbursement purposes, or if your insurance carrier fails to reimburse you at the level that you expected, you remain responsible for the fee for services.

You should be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. Maryland law permits me to send some specific information without your consent in order to file appropriate claims. I am required to provide them with a clinical diagnosis. 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. Maryland law prevents insurers from making unreasonable demands for information, but there are no specific guidelines about what unreasonable includes. If I believe that your health insurance company is requesting an unreasonable amount of information, I will call it to your attention and we can discuss what to do. You can

instruct me not to send requested information, but this could result in claims not being paid and an additional financial burden being placed on you. Once the insurance company has this information, it 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.

### **Medication and Hospitalization**

At times the level, duration or nature of a patient's distress is such that the use of medication appears to be indicated. Should this situation arise, you and I will discuss the symptoms and circumstances that indicate that medication may be useful or necessary. Psychologists are not physicians and consequently do not prescribe medication at this time. I work with several psychiatrists in the area and we routinely collaborate on issues of medication, ensuring that your specific needs are met and ensuring continuity of care. If medication were indicated, you would typically use the services of a psychiatrist who serves as a "medication consultant" while continuing psychological treatment with me.

In certain circumstances the seriousness of a patient's condition may require a higher level of care than can be provided in an outpatient setting. If this should become necessary, you and I will discuss the need for a hospital stay or admission to a residential treatment program and identify the program that best meets your unique needs. The final decision to enter a program will be yours.

### **Scheduling**

- ☒ I will make every effort to schedule your appointments at times that are convenient for you.
- ☒ Clients typically schedule 45-minute appointments one time per week, or once every other week. The length and frequency of your sessions will be your decision. Longer sessions that are scheduled close together tend to result in the most efficient outcome.
- ☒ If you need to cancel or reschedule an appointment please give as much notice as possible. To do so, please call my cell phone, (201) 741-3894, or e-mail me at nbrown@greaterwashingtontherapy.com.
- ☒ Clients arriving late will be responsible for paying for the session time scheduled.
- ☒ Ideally, we will come to a mutually agreeable time to meet. If meetings need to be rescheduled or changed, please come prepared with your date book so we can do so at the time of the appointment.

### **Client Rights Including Confidentiality**

At any time you may question and/or refuse therapeutic or diagnostic procedures or methods or gain whatever information you wish to know about the process and the course of therapy.

I treat the information you share with me with the greatest respect. The confidentiality of our conversations and my records are protected specific Maryland state law governing privilege and confidentiality. In most situations, I can only release information about your treatment to others if you sign a written Authorization form. However, there are some circumstances in which no authorization is required. Federal Law (HIPAA) specifies these circumstances. As you will see below, the Federal requirements are aimed at protecting the rights of patients and psychologists, and in some cases, the community at large. Most of them reflect the legal and ethical responsibility of a psychologist to take action to protect endangered individuals from harm when such a danger exists. Fortunately, such situations are rare. If a crisis of this sort should occur, it is my policy to discuss these matters fully with you before taking any action, unless, in my professional judgment there is a compelling reasons not to do so. Confidentiality will be respected in all cases, except as noted below:

- I may occasionally find it helpful to consult other health and mental health professionals, including clinicians in the practice that you might also be working with in a different modality. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. Unless you 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.
- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient 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 for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If health insurers require disclosures or it is necessary to collect overdue fees, I may disclose relevant information as specified elsewhere in this Agreement.

There are some situations in which I am legally obligated to take actions that I believe are necessary to attempt to protect others from harm. In such situations, it may be necessary to reveal some information about a patient's treatment. Again, these situations are unusual in my practice.

- If I have reason to believe that a child or vulnerable adult has been subjected to abuse or neglect, or that a vulnerable adult has been subjected to self-neglect, or exploitation, the law requires that I file a report with the appropriate government agency, usually the local office of the Department of Social Services. Once a report is filed, I may be required to provide additional information.

- If I know that a patient has a propensity for violence and the patient indicates that s/he has the intention to inflict imminent physical injury upon a specified victim(s), I may be required to take protective actions. These actions may include establishing and undertaking a treatment plan that is calculated to eliminate the possibility that the patient will carry out the threat such as seeking hospitalization of the patient and/or informing the potential victim or the police about the threat.
- If I believe that there is an imminent risk that a patient will inflict serious physical harm or death on him/herself, or that immediate disclosure is required to provide for the patient's emergency health care needs, I may be required to take appropriate protective actions, including initiating hospitalization and/or notifying family members or others who can protect the patient.

Should any of these situations arise, I will make every effort to discuss my concerns fully with you before taking any action. If it becomes necessary to release information about your treatment, I will disclose the minimum amount of information necessary to resolve the issue.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, you may still have questions or concerns about the regulations. Please feel free to raise these with me at any time.

In some less urgent circumstances, it may be my best clinical judgment that the maintenance of confidentiality is counterproductive to your progress in treatment. In this case, I will request your permission to contact family members or significant other individuals. Of course, I will inform you of my concerns and outline the basis of my clinical judgment. You will have the final decision as to whether I may contact these individuals, and if you agree to the contact you will be asked to sign an Authorization Form.

If I think that it would be helpful to refer you to another professional for consultation (e.g., for medication) then I will discuss your case with the professional with your authorization.

As previously mentioned, if you use third party reimbursement, I am required to provide the insurer with a clinical diagnosis and sometimes a treatment plan or summary.

## **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in what is considered to be a 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 the unusual circumstance that disclosure is reasonably likely to endanger the life or physical safety of you or another person, you may examine and/or receive a copy of your Clinical Record. You must make the request for your record in writing. Because these are professional records, they may be misinterpreted and/or upsetting to a lay reader. 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. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical Records, you have a right of review, which I will discuss with you upon request.

## **Ending Treatment**

In most cases, the time comes when the circumstances that indicated psychological treatment are fully understood and resolved. A natural ending point or termination becomes evident to both of us. Either of us may terminate our work together if we believe it is in your best interest. Termination should not be done causally, as it can be a most valuable part of our work together. Typically the decision is made jointly between you and me, allowing sufficient time to review our work together including accomplishments and any outstanding issues that remain. If referrals are warranted, they will be made at this time. Sometimes, circumstances arise that result in an arbitrary ending date for treatment. In those situations, I ask for at least two sessions after the decision to end treatment has been made to conclude our work together.

## **Phone Calls, E-mails, Emergencies, and Between Session Support**

- ☒ If you need to cancel or reschedule a session, or if you need to reach me right away, call my cell phone at **(201) 741-3894**. If I don't answer, leave a message and I'll call you back at my earliest convenience, usually within 24-hours. Please do not use email if it is a time sensitive matter, as I cannot always access it.
- ☒ If you are having an urgent crisis and need immediate assistance, please **call 911** or go to your nearest emergency room.
- ☒ When deciding whether or not to call me between sessions, please consider the following guidelines:
  - The crisis, question, or dilemma cannot wait until the next session.
  - Someone is in danger of harm, injury or death.
  - The crisis cannot be eased by supportive friends or family members.
  - The use of a stress reduction technique has not sufficiently eased the sense of emergency.
- ☒ **E-mail guidelines:** You may e-mail me to make, cancel, or reschedule an appointment, to make brief reports about your progress, or to ask simple questions that can be answered in a few words. But deep therapy issues, questions, or crises will not be addressed by e-mail.
- ☒ **Social Networking guidelines:** As a policy, I will not "friend" clients (past or current) on social networking sites. Know that if you try to add me to your network, I will

decline or ignore the invitation. I believe that this crosses a professional boundary and can adversely impact the treatment that I provide you

Consent to treat

I, \_\_\_\_\_, give permission to Nanci Brown, LCSW-C to provide psychotherapeutic treatment. I understand that services will be rendered in a professional manner, consistent with accepted ethical standards. By my signature I am affirming that the contents of this document have been satisfactorily explained to me.

Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_

If psychotherapy services are not rendered in a professional and ethical manner, you may file a complaint with the Maryland State Board of Social Workers.

PLEASE RETURN THE SIGNED CONSENT FORM TO ME.

I AM HAPPY TO PROVIDE YOU WITH A COPY FOR YOUR RECORDS.

THANK YOU.

I truly appreciate the opportunity you have given me to be of professional service to you. I am eager to receive your questions, comments, suggestions or concerns at any time. I look forward to our work together and a relationship that I believe you will find productive and beneficial.

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