

Erica N. Green, LCSW, CADAC  
825 Main St., Ste. 4  
Westbrook, ME 04092  
(207) 854-0406

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## **THERAPIST-CLIENT SERVICES AGREEMENT**

Welcome to my practice. This document (the Agreement) 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 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 I provide you with a Notice of Privacy Practices (the Notice). 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 at the end of this session. 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 the procedures during our session. When you sign this document, it will also 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; 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.

### **PSYCHOLOGICAL SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the clinician and client, and the particular problems you are experiencing. 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 the 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 many benefits. 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 assessment of your needs. By the end of the assessment, I will be able to offer you some first impressions of what our work will include, 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 facilitate a referral to another treatment provider.

### **MEETINGS**

If psychotherapy is begun, I will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree on. **Once an appointment is scheduled, you may be expected to pay a \$50 charge unless you provide 24 hours advance notice of cancellation. The charge will be \$75 for evening appointments (4pm or later).**

(It is important to note that insurance companies do not provide reimbursement for missed sessions.

Though I do offer reminder messages as a courtesy, your

appointments are your responsibility.)

#### **PROFESSIONAL FEES**

My fee for the first session is \$135. Subsequent sessions are charged at \$120 per 50 minute session. In addition to weekly appointments, I may charge this amount for other professional services you might need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include letter or report writing, telephone conversations lasting longer than 10 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 (whether or not you initiated these proceeding), you will be expected to pay for all of my professional time, including preparation and transportation time, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$150 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. My office hours are by appointment only. I will not answer the phone when I am with a client. When I am unavailable (including during normal business hours), my

telephone is answered by an answering machine that I monitor frequently. You can expect to hear a response from me 12-24 hours during weekdays, and by the next business day if on the weekend or holiday. 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 are in an emergency situation you should call **Crisis Response Services at 1-888-568-1112**, available 24 hours a day.

#### **LIMITS ON CONFIDENTIALITY**

The law protects 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 (release) form that meets certain legal requirements imposed by HIPAA and/or Maine law, or in some cases, if you provide oral authorization. However, in some situations no authorization is required. I may use or disclose PHI without your consent or authorization in the following circumstances:

- Child Abuse
- Adult and Domestic Abuse
- Health Oversight Activities
- Judicial and Administrative Proceedings
- Serious Threat to Health or Safety

- Worker's Compensation (See HIPAA Notice for further explanation and details.)

#### **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Your clinical record 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 you or others, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. There is a reasonable charge for copying these records and the time involved. 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. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your

records, you have a right of review, which I will discuss with you upon request. (You should be aware that I sometimes keep Personal Notes, as permitted by Maine law, and these notes are not available to you.)

In addition, I also may keep Psychotherapy Notes [which include Personal Notes as permitted by Maine law]. These Notes are for my own use and are 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 on 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. These Psychotherapy Notes are kept separate from your Clinical Record. [Personal Notes contain information that is not directly relevant to your treatment.] While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless I determine that disclosure would be

detrimental to your health. If I so decide, you have a right to require that I forward these notes, or a narrative thereof, to your authorized representative. [I am not required to disclose my Personal Notes to either you or your authorized representative.]

### **CLIENT 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**

Clients and their parents should be aware that Maine law allows minor children to independently consent to and receive mental health treatment without parental consent and, in that situation,

information about that treatment cannot be disclosed to anyone without the minor child's agreement. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment, particularly with younger children. Therefore, it is my policy not to provide treatment to a child under 10 unless he/she agrees that I can share whatever information I consider necessary with his/her parents. For children 10 and over, I request an agreement between my client and his/her parents allowing me to share general information about the progress of their child's treatment, and his/her attendance at scheduled sessions. 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.

### **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 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.]

## **INSURANCE REIMBURSEMENT**

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 services your insurance policy covers. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

It is sometimes difficult to determine exactly how much mental health coverage is available. Many "Managed

Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. 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 help you continue your psychotherapy.]

You should also be aware that your contract with your health insurance company requires that you authorize me to provide it with information relevant to the services that I provide to you. If you are seeking reimbursement for services under your health insurance policy, you will be required to sign an authorization form that allows me to provide such information. **In order for your therapy to be covered by the insurance company, I am required to provide a clinical diagnosis.** This diagnosis will become part your medical record with your insurance company. If you have any questions about your diagnosis, please ask. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. This may require an

additional authorization. (If you refuse such authorization, the insurance company can deny your claims and you will be responsible for paying for services yourself.) 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 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.

## **YOUR SIGNATURE BELOW INDICATES:**

1. THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS
2. THAT YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE
3. THAT YOU AUTHORIZE PERMISSION FOR TREATMENT BY ERICA N. GREEN, LCSW, CADC

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_