

SHOMAN CENTER FOR STRESS MANAGEMENT, LLC
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PSYCHOTHERAPIST-CLIENT SERVICES/CONSENT AGREEMENT:

Welcome to Shoman Center for Stress Management, LLC (SCSM). This document contains important information about my professional services and business policies. It also contains brief summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protections and client rights with regard to the use and disclosure of your Protected Health Information (PHI). In compliance with HIPAA, I am also providing you with a Notice of Privacy Practices, which explains this in much greater detail. It is very important that you read this document carefully, and we can discuss any questions you have at any time. After reviewing this information, please sign this form, which constitutes an agreement between us. You may revoke this Agreement in writing at any time, however.

PURPOSE OF PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist and client, and the particular problems you are experiencing. There are many different methods and/or procedures I may use to deal with the problems that you hope to address. Psychotherapy calls for a very active effort on your part to reflect carefully on the problems you are experiencing, to be mindful of your efforts at solutions and why they do or do not work, and to be ready to make some changes in your life that may or may not be easy. To get the most from therapy, you should expect to work on these issues in sessions, but also in between sessions at work 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, so in that way there may be limitations and unique results.

Our first few sessions will involve trying to get to know you, understanding your strengths and weaknesses, the current problems you face, and what has been helpful and not so helpful in the past in dealing with these issues. If you have questions about my methods, you should discuss them whenever they arise.

OUR RELATIONSHIP

The client/psychotherapist relationship is unique in that it is exclusively therapeutic. In other words, it is inappropriate for a client and a psychotherapist to spend time together socially, to bestow gifts, or pursue friendship. These boundaries ensure that we are both clear in our roles for your treatment and that your confidentiality is maintained.

MEETINGS

We will usually schedule one 45 or 60 minute session per week at a time agreed upon. ***Once an appointment is scheduled, you will be expected to pay for it in full unless you provide a minimum of 24 business hours advance notice of cancellation.***

PROFESSIONAL FEES

My private pay fee for your initial visit is \$240 for up to 90 minutes and thereafter each individual therapy session fee is \$175 per 60 minute session and \$130 per 45 minute sessions. I do not conduct sessions over the telephone or voluntarily participate in legal proceedings. I also do not write letters for therapy pets or complete disability or FMLA forms. In addition to our regular sessions, I charge per hour for other professional services you may need, though I will break down the hourly cost into 15-minute increments of work for periods of less than one hour. Other professional services may include: report writing, telephone conversations lasting longer than 5 minutes, attendance at meetings or consultations with other professionals you have authorized, preparation of records or treatment summaries, and time spent performing any other professional service that you may request.

If you become involved in legal proceedings in which I am required to participate, you will be expected to pay for my professional fee even if I am called to testify by another party. Because of the complexity and difficulty of legal involvement, I charge \$500 per hour for preparation and attendance at any legal proceeding plus transportation time.

INSURANCE REIMBURSEMENT

I am contracted with several major health insurance companies. If you will be using health insurance benefits, it is important for you to find out exactly what is covered for our sessions. Prior to your first session, I will ask for you to provide your insurance coverage and my billing service will verify that information. ***Please note that insurance coverage quotes made prior to service being performed are not a guarantee by the insurance company to pay for the service at a particular rate.*** You are responsible for letting me know if/when your coverage changes. Please be aware that these companies will require me to provide them with a clinical diagnosis. Sometimes, I must provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). 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. By signing this Agreement, you agree that I can provide requested information to both my billing service and your carrier if you plan to use insurance benefits.

CONTACTING SHOMAN CENTER FOR STRESS MANAGEMENT, LLC

You may telephone me at 480-435-1030. I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. However, my phone will be

answered by confidential voice mail 24 hours a day. I will make every effort to return your call on the same day you make it. You may also text or email me. For confidentiality purposes, I will only discuss matters of scheduling or billing via text and/or email. All other matters must be discussed either on the phone or in-person. If you are difficult to reach, please leave some specific times when you are available to speak. If there is an emergency, and you cannot reach me, please utilize one of the following: call 911, contact your nearest emergency room, call the Crisis Line (602-222-9444) or call your Physician or Psychiatrist for crisis treatment. In the event that I am unavailable for an extended period of time, I will provide you with the name of colleagues to contact if necessary.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychotherapist. 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 and/or Arizona law. However, in the following situations, no authorization is required:

- I may occasionally find it helpful to consult other professionals about your case. I make every effort to avoid revealing PHI, and the other professionals are also legally bound to keep the contents of our consultation confidential. Unless you object, I will not tell you about these consultations unless I feel that it is important to our work together.
- 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 psychotherapist-client privilege law. I cannot disclose any information without a court order or your written consent. If you file a complaint or lawsuit against me, however, I may disclose relevant information regarding our work in my defense.
- If a government agency is requesting information about my work for health oversight activities, or if you file a worker's compensation claim, I may have to provide a copy of your file to a State representative, your employer, or an appropriate designee.

There are some situations in which I am legally obligated to take some action that will likely involve revealing information about our sessions to an outside party, possibly without your consent. These situations are unusual and are limited to situations in which harm is likely, including but not limited to:

- Cases in which I have reason to believe a child under 18 may be abused or neglected.
- Cases in which I have reason to believe an adult over the age of 60 has been abused or neglected in the preceding 12 months.
- Cases in which you have made a specific threat of violence against another, or if I believe that you present a clear, imminent risk of serious physical harm to another or yourself.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action or releasing any information about you, and I will limit disclosure of information to what is necessary. Confidentiality issues can be complicated, so if you have any questions about them, please feel free to ask them now or in the future as needed.

PROFESSIONAL RECORDS

I keep records about you and our work together. Your “Clinical Record” includes why you are seeking therapy, how your current problems negatively impact your life, your diagnosis, our treatment goals, your progress towards those goals, any medical/mental health and social history I gather, any treatment records or consultations I receive from other providers regarding your case, your contact information, and any reports that I release to anyone else. This information is available to you and to anyone you authorize to receive it, or not.

In addition, I keep a set of Psychotherapy Notes. They help me document the areas we have covered, record important information to be remembered later, and track if and how therapy is helping you. These notes can include the dates and contents of our conversations, my analysis of our conversations, and ideas I wish to explore with you in therapy, as well as any particularly sensitive information you reveal in therapy. These Psychotherapy Notes are only available to others with your permission.

Your records are kept in locked storage. The records will be maintained and securely stored for a minimum of six years from the date of and last activity as a client. After that time, your record and psychotherapy notes will be destroyed in a manner that ensures confidentiality.

You are entitled to examine and/or receive a copy of your records if you request it in writing, unless I believe that seeing them would be emotionally damaging, in which case I recommend that you review them with me so we can discuss the contents. All requests for records will be responded to within ten business days and must be personally handed directly to you. I reserve the right to charge you for the costs of copying and my time for doing so. In the event of my death, retirement, sale of the practice or incapacity, the records for clients actively receiving services (seen within the last month) will be given to one or more local behavioral health professionals to facilitate the continuation of treatment. You will be contacted either by me, if possible, or directly by this professional within two weeks of such event. In such a situation, you have the right to continue treatment with this professional, discontinue treatment or ask for a referral. A “records custodian” will then handle records for my inactive clients. The custodian will be responsible for satisfying records requests and destroying records when the legal time frames for records retention are satisfied.

CLIENT RIGHTS

HIPAA provides you with a number of rights, which briefly include the right to Amend the information in your record, to limit what information is disclosed and to whom, to request restrictions as to how you are contacted, and to receive an Accounting of Disclosures, or a list of all information that has been released about you. You also can file a complaint about my policies and procedures regarding your records with the Federal Department of Health and Human Services. Please review the Notice of Privacy Practices carefully.

TREATMENT PLAN

You have a right to participate in treatment decisions and to develop and review your “treatment plan”. You also have the right to refuse any recommended treatment or withdraw from treatment and to be advised of any consequences of withdrawal from treatment.

BILLING AND PAYMENTS

You are responsible for the fees for your therapy, and are expected to pay for each session at the beginning of each session. The fee for the initial session is \$240 and each subsequent session is \$175 for 60 minutes or \$130 for 45 minutes. I accept cash or major credit cards only. I will keep your Credit Card Authorization on file and you will be charged for any missed session(s) which have not been cancelled at least 24 hours prior to the appointment. There is a late cancellation fee of \$90, which is not covered by insurance. ***Please note that when using insurance plans, you are responsible for the payment of all balances unpaid after insurance claims have been processed.***

Shoman Center for Stress Management, LLC does not issue refunds for any reason.

For clients undergoing a financial hardship that would prevent them from the ability to pay fees listed above, I am able to offer a reduced fee in order for you to receive therapy during this difficult time. You will be asked to provide a brief statement of the hardship and agree to pay full fees once financial difficulties have subsided.

If your balance due becomes very large, or if no payments are made for two months, I have the option of resorting to legal means to obtain payment if we cannot work out a payment plan. This could mean involvement of a collection agency or small claims court, and the cost of this collection effort would be passed on to you. Such efforts typically require disclosure of some otherwise confidential information, but we will limit this to the minimum information necessary. If such legal action is necessary, its costs will be included in the claim.

CLIENT DISCHARGE POLICY

In order to provide a safe, respectful, and pleasant experience for all of my clients and guests, there may be times where I need to discharge a client from my practice. Although this is something I rarely do, here are some of the reasons I might be forced to do it:

- Threatening, rude, or loud behavior by you or those accompanying you.
- Three no-shows and/or cancelled appointments.
- Failure to pay your bill in a timely manner.
- Failure to follow the recommendations of your social worker: non-compliance.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship, consent to treatment with Shoman Center for Stress Management LLC, and acknowledge receipt of the HIPAA Privacy Rules.

Client Signature/Date: _____

Clinician Signature/Date: _____