

## PSYCHOTHERAPY SERVICE AGREEMENT

Welcome to my practice. I hope your experience in therapy is positive and useful. I strongly believe in the therapeutic benefits of personal exploration and healing. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

### **The Therapeutic Process**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and client, and the particular problems you bring forward. 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. The more you continue the work outside of sessions, the more successful the therapy is likely to be.

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 benefits for people who go through it. 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.

## PSYCHOTHERAPY INFORMATION DISCLOSURE STATEMENT

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to change. As a client in therapy, you have certain rights that are important for you to know about because this is your therapy, and the goal is your well-being. There are also certain limitations to those rights that you should be aware of. As a therapist, I have corresponding responsibilities to you.

### **My Responsibilities to You as Your Therapist**

#### **I. Confidentiality**

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me or even share that you are in therapy with me without your prior written permission. Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency. I will always act so as to protect your privacy even if you do release to me in writing to share information about you. You may direct me to share information with whomever you choose, and you can change your mind and revoke that permission at any time.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. When and if I transmit information about you electronically (for example sending bills or faxing information), it will be done with special safeguards to insure confidentiality.

If you elect to communicate with me by email at some point in our work together, please be aware that email is not completely confidential. All emails are retained in the logs of your or my internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider.

**The following are legal exceptions to your right to confidentiality. I will inform you of any time when I think I will have to put these into effect.**

1. If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.
2. If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective Services and/or Adult Protective Services immediately.
3. If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or the Mobile Crisis Unit Team. I am not obligated to do this, and would explore all other options with you before I take this step. If at a point you are unwilling to take steps to guarantee your safety, I would call the Mobile Crisis Unit.

**The next is not a legal exception to your confidentiality; however, it is a policy you should be aware of if you are in *couples therapy* with me.**

I generally meet with each partner for at least one individual session during my initial assessment process in couples therapy. What you say in those individual sessions will be considered part of the couples therapy, and I will encourage you and your partner to share what you have discussed with me individually in our joint sessions. I will not disclose anything you have said to your partner, I will assist you in finding the best way to share information that is difficult with your partner. Do not discuss anything with me that you wish to keep secret from your partner. I will remind you of this policy before the beginning of such individual sessions.

## **II. Record Keeping**

Your record will include copies of forms you have signed, fees and other billing information, dates that you attended therapy, what interventions were used in session, and the topics we discussed. In addition, any communication that we have outside of session (phone, email, etc.) will be noted in your record. Under the provisions of the Health Care Information Act of 1992, you have a right to a copy of your file at any time. You have the right to request that I correct any errors in your file. You have the right to request that I make a copy of your file available to any other health care provider at your written request. I maintain your records in a secure location that cannot be accessed by anyone else.

## **III. Other Rights**

You have the right to ask questions about anything that happens in therapy. I am always willing to discuss how and why I've decided to do what I am doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training related to the concerns you are bringing to therapy, and can request that I refer you to someone else if you decide I am not the right therapist for you. You are free to leave therapy at any time.

## **Your Responsibilities as a Therapy Client**

Our first few meetings 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 your 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 way of working, you should discuss them whenever they arise. If your doubts persist, I will be happy to refer you to another mental health professional for a second opinion.

## **I. Meetings**

I will conduct an evaluation that will last from 1 to 4 sessions, and may continue throughout the therapeutic process. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a time you agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 48 hours advance notice of cancellation.

## **II. Professional Fees**

My fee is due at the time of service and is based on a 50-minute session time. If we decide to meet for a longer session, I will bill you a prorated fee based on my hourly rate. I typically do not charge for emergency phone calls of less than fifteen minutes. There is a \$25 service fee for any check returned by the bank. In addition to weekly appointments, I may charge this amount 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. Other services include report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. My fees will increase nominally every year to two years. If a fee raise is approaching I will remind you of this well in advance.

## **III. 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 which requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. 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. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information the therapist releases regarding a client's treatment is his/her name, the nature of services provided, and the amount due.

## **IV. 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. I will 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 therapy 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. Of course

I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, I am willing to call the company on your behalf.

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 a lot 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 most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to 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.

Once we have all of the information about your insurance coverage, we will discuss what we both 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 above, unless prohibited by contract.

If I am out-of-network with your insurance company but have a PPO plan and you would like to use insurance coverage to pay for your therapy, I will provide you with a superbill. This superbill can then be submitted to your insurance company for reimbursement. Please be aware that if you choose to provide this receipt for services to your insurance company, it must include a psychiatric diagnosis. In that event, I will inform you about the diagnosis that I plan to render before it is given. Any diagnosis that is made will become part of your permanent insurance records. A superbill is no guarantee of reimbursement. Even if you do not pursue reimbursement through your insurance company, a superbill may be useful for tax purposes or for utilizing funds set aside in an employer-based health savings account.

## **V. Contacting Me**

I am often not immediately available by telephone. When I am unavailable, messages can be left in my confidential voicemail box, which I check regularly. I will make every effort to return your call on the same day, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available.

I am away from the office several times in the year for vacations or other professional obligations. If I am not taking and responding to phone messages during those times I will have another therapist cover my practice. I will tell you well in advance of any anticipated lengthy absences, and give you the name and phone number of the therapist who will be covering my practice during my absence. If you are experiencing an emergency when I am out of town, or outside of my regular office hours, please call Crisis Support Services of Alameda County at (800) 309-2131. If

you believe that you cannot keep yourself safe, please call 911, or go to the nearest hospital emergency room for assistance.

My email address is: [carolyn.swearingen@gmail.com](mailto:carolyn.swearingen@gmail.com). Feel free to email me regarding administrative concerns, such as cancellations and scheduling changes. Please do not discuss confidential information as email is not a secure method for private communication. Please do not use email as a method of contacting me in the event of an emergency.

You should also be aware of the following resources that are available in the local community to assist individuals who are in crisis:

**SF 24 Hour Crisis Hotline: (415) 781-0500**  
**Youth Shelter: (415) 567-1020**  
**Domestic Violence Help: (415) 553-9220**  
**National AIDS/HIV Hotline: 1-800-273-AIDS**

### **CLIENT CONSENT TO PSYCHOTHERAPY**

I have read this statement, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to, and understand the statement. I understand the limits to confidentiality required by law. If I plan to be reimbursed by my insurance company I consent to the use of a diagnosis in order to complete this process. I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I agree to undertake therapy with Carolyn Swearingen, Ph.D. I understand that I can end therapy at any time I wish and that I can refuse any requests or suggestions made by Dr. Swearingen. I am over the age of eighteen.

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

Date: \_\_\_\_\_