

## **PATIENT-CLIENT SERVICES AGREEMENT**

This document (the Agreement) contains important information about my professional services and business policies. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session. Please read these documents before our next session. When you sign this document it will represent an agreement, which you may revoke in writing at any time. That revocation will be binding unless action has been taken 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.

### **PSYCHOTHERAPY SERVICES**

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.

### **LIMITS OF CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a psychotherapist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form. 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:

- Health information in your Clinical Record (see Privacy Notice) related to billing and treatment required by your insurance company.
- I may occasionally find it helpful to consult other health and mental health professionals about a case. 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. 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 (which is called "PHI" in my Notice of Psychotherapist's Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that I practice with other mental health professionals and that I employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.

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 your diagnosis and treatment, such information is protected by the social worker-client privilege law. I cannot provide any information without your (or your legal representative's 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 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 a patient files a worker's compensation claim related to the services I am providing, I may, upon appropriate request, disclose protected information to others authorized to receive it by the workers' compensation law.

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 reasonable cause to believe that a child has been subject to abuse, the law requires that I must report it to the Division of Child Protection and Permanency. Once such report is filed, I may be required to provide additional information.
- If a reasonable cause to believe that a vulnerable adult is the subject of abuse, neglect or exploitation, and I believe that the disclosure is necessary to prevent serious harm to the patient or other potential victims, I may report the information to the county adult protective services provider. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates a threat, or if I believe the patient presents a threat of imminent serious physical violence against a readily identifiable individual, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. I may also be required to break confidentiality if a patient presents a clear and present danger to the health or safety of an individual.
- If I believe the patient presents a threat of imminent serious physical harm to him/herself, I may be required to take protective actions. These actions may include contacting the police or others who could assist in protecting the patient or seeking 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.

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 complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

Please be aware that in cases where the treatment has involved more than one adult (couples counseling, for example, no release of information can be made: without the written authorization of both parties.

### **PATIENT RIGHTS**

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.

### **CLIENT BILL OF RIGHTS**

1. The client has the right to participate in the development of his/her treatment goals and treatment plan.
2. The client has the right to have a safe environment, free from sexual, physical, and emotional abuse.
3. The client has the right to request and receive information about the therapist's professional capabilities, including licensure, education, specialized areas of practice, and limitations on practice.
4. The client has the right to ask any questions about the procedures used during therapy and to receive clear, specific answers.
5. The client has the right to discuss their therapy with anyone they chose, including another therapist.
6. The client has the right to be freely informed about the terms of therapy such as its cost, appointment times, confidentiality, and any other aspects of treatment.
7. The client has the right to read a copy of the therapist's code of ethics.
8. Should the therapist determine that he or she is not able or qualified to provide needed services, the client has the right to be given that information in a clear and timely manner and referred to an appropriate therapist or facility for further treatment.

### **MINORS AND PARENTS**

Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes 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. I will also provide parents with a summary of their child's treatment when it is complete. 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 objection he/she may have.

### **COUPLES COUNSELING**

In cases where the treatment is couples counseling and involves both partners, information shared in any individual sessions may be brought up in joint sessions, or in individual sessions with either person, if the therapist deems it necessary for the continuation of couples counseling.

### **CANCELLATION POLICY**

Your time is being reserved for you. For this reason, payment is required for cancelled or missed sessions with less than 48 hours notice. Frequent cancellations, even with adequate notice, may make it difficult to hold your hour for you. Please note you will be responsible for payment in full for any uncanceled or missed appointments.

### **COACHING CLIENTS**

Please note that individuals that have signed up for coaching sessions with DeBorah Lee are not included under psychotherapy guidelines or requirements. You will be given optimal care regardless of your designated sessions and needs.