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Therapy Service Agreement

Welcome to my practice. 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.

PROFESSIONAL SOCIAL WORK PSYCHOTHERAPY SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the clinician and patient, 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. 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 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.

Our first few sessions 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 our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information 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 help you set up a meeting with another mental health professional for a second opinion or referral.

Regarding young children in therapy: Children are traditionally offered play therapy services or a combination of play and talk therapy as an effective means to facilitate both expression and resolution of the conflicts, symptoms, and concerns that they bring to therapy. Another treatment mode used with children, behavioral therapy, is not offered here but a referral can be provided upon request.

MEETINGS

I normally conduct an intake evaluation that will last from 1 to 4 sessions depending on the nature and complexity of the problem to be addressed. 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) beginning at ten past the hour per week at a time we agree on, although some situations require that sessions be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for 50% of my current fee unless you provide notice of cancellation 24 hours in advance (preferably as soon as you realize you will not be able to attend). Please note that chronic attendance problems without sufficient notice may result in termination from therapy.

PROFESSIONAL FEES

My hourly fee is \$90/50 minute session. In addition to weekly appointments, I 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 10 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 of me. 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. Because of the complexity of legal involvement, I charge \$160 per hour for preparation and attendance at any legal proceeding.

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. In that circumstance you would be responsible for providing accurate billing information and any copays or deductibles. Due to HIPAA requirements, billing is now electronic. I bill through McCarthy Billing Service and Office Ally which are HIPAA compliant services. 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 payment installment plan. Please bring up any payment difficulties as soon as you become aware of them. If the agreed upon payment has not been received within 30 days from when you receive a bill, therapy will be suspended. If payment is not forthcoming within 60 days, this is a breach of our agreement, and I have the option of turning the outstanding balance on your account over to a collection agency or going through small claims court until the full amount is paid.

INSURANCE ISSUES AND 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 fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled, you however, (not your insurance company unless you are using an preapproved EAP benefit) are responsible for the payment of fees. It is very important that you find out exactly what mental health services your insurance policy covers and provide current billing information as some insurance companies limit the filing time for payment of claims.

I recommend calling the Behavioral Health number on your insurance card to determine if preauthorization is required and what may be required in terms of copays you're your annual deductible. I will provide you with whatever information I can based on my experience with your insurance company. When necessary to clear confusion or to provide required information, I will be willing to call the company on your behalf.

Due to the changes in health care laws, 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. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. In this circumstance, it may be necessary to sign a waiver documenting that you have been informed that these services do not meet the criteria your insurance company requires to authorize treatment and/or exceeds your allowed benefit. In some circumstances, your insurance company may require a referral to another clinician.

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. This information will become part of the insurance company files and will probably be stored electronically. 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 can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end our sessions. Under HIPAA, you have the right

to request that I not bill your insurance plan, and pay for my services yourself to avoid the issues described above.

CONTACT INFORMATION

I am often not immediately available by telephone. While I am usually in my office between 9 AM and 5 PM Monday through Wednesday each week, I will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by an answering machine with a confidential mailbox, which I monitor frequently. I will make every effort to return your call within 24 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. In emergencies, please leave a detailed message on my answering machine and on my cell phone, 404-4670. If you are unable to reach me in an emergency and feel that you can't wait for me to return your call 911. You may also contact your family physician, insurance company if you have one that provides emergency services, and/or the nearest emergency room. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

PROFESSIONAL RECORDS (See updated) HIPAA disclosure

The laws and standards of my profession require that I keep treatment records which at a minimum will include the dates of treatment and diagnosis and interventions. The length of time that I am required to keep records varies and is determined by the legislature. Current legislation is increasing the length of retention to ten years. Records over 7 years old may have been destroyed per pervious shorter retention requirements. Please inform me of any special concerns that you might have about records. You are entitled to receive a copy of your records unless I believe that seeing them would be emotionally damaging, in which case, I will send them to a mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. I recommend that you review them in my presence so that we can discuss the contents. Patients will be charged a prorated fee for time spent in preparing information requests that require a written treatment summary. In the event of my becoming

incapacitated, my colleague and husband, Bruce Calderwood, Esq. would take possession of my records and provide for their release to your care providers.

MINORS

If your child is under eighteen years of age, please be aware that the law provides the right to withhold treatment records that are deemed to be potentially damaging to the therapeutic relationship or that place your child at risk. It is important that parents understand the minor's need for privacy as an important part of engaging in therapy. Parents are an important part of the treatment planning process and I typically recommend family therapy as an important component of treatment. I encourage children seen individually to allow me to share general information with their parent(s) about our work together, progress, and recommendations, unless to do would cause harm. I believe children benefit from a strong support system, and will encourage youth to share relevant information directly with their parent(s) and help them prepare to do so when I believe this will be beneficial to their treatment. If I believe your child or teen is at risk of harming themselves or others, I notify you of my concern. I am a mandated reporter for any abuse/neglect disclosed in therapy.

CONFIDENTIALITY (see updated HIPAA Notice)

In general, the privacy of all communications between a patient and a therapist is protected by law, and I can only release information about our work to others with your written permission. There are, however, a few exceptions.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it. If you were to ever be in a lawsuit claiming emotional harm, the opposing side may subpoena your therapy records. The results of any Court ordered therapy may be released to the Court.

If you use insurance, your insurance company will have access to your medical record.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient's treatment. For example, if I believe that a child/dependent adult is being abused, I am required to file a report with the appropriate state agency.

If I believe that a patient is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

These situations have rarely occurred in my practice. If a similar situation occurs, I will make every effort to fully discuss it with you before taking any action.

I may occasionally find it helpful to consult other professionals. During a consultation, I make every effort to avoid any identifying information. The consultant is also legally bound to keep the information confidential. While I generally do my own billing and record keeping, I may from time to time utilize the services of a secretary who will similarly be bound to maintain the confidentiality of all patient records.

TERMINATION/COMPLETION OF THERAPY

You have the right to terminate therapy with me at any time without financial, legal, or any other obligation other than those you have already incurred. Optimally, therapy will be completed by achievement of the treatment goals and/or mutual agreement. I reserve the right to terminate therapy under the following conditions: 1) When I believe therapy is no longer beneficial to you; 2) When I believe that you would be better served by another professional or treatment program; 3) If and when your treatment bill has not been paid within 30 days of receipt unless other arrangements have been made; 4) If and when you miss two consecutive therapy sessions without 24 hour notice or there has been

no contact for a period of 60 days; 5) In the case of ongoing noncompliance with seeking an assessment or treatment for a serious medical condition; or 6) If I determine during the first three sessions that I cannot help you. I will at any time assist you in finding an alternate appropriate treatment provider. If I have written consent, I will provide that professional with information you/they request.

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 at our next meeting. I will be happy to discuss these issues with you. If you need specific legal advice, I would recommend seeking legal advice from a qualified attorney. A copy of this agreement will be made available to you.

CONSENT TO TREATMENT

Your signature below indicates that you have received and read the information in the Therapy Agreement document and consent to treatment under the terms of this agreement.

I, _____ authorize and request Anne Berner Calderwood, L.C.S.W. to carry out assessment and diagnostic procedures, and/or treatment which now or during the course of my care as a patient are advisable.

I understand that any procedure will be explained to me and be subject to my agreement. I have fully read the Therapeutic Contract, and this Consent to Treatment From.

Patient signature: _____ Date: _____

For minors:

Signature of Parent/Guardian: _____ Date: _____

For minors with divorced parents sharing joint custody:

Signature of second parent: _____ Date: _____

Therapist's Signature: _____ Date: _____