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PSYCHOTHERAPY SERVICE AGREEMENT

Welcome to my practice. This document contains detailed information about my professional services and business policies. It is an outpatient services contract, HIPAA notice, and informed consent to treatment. If you have any questions about anything contained in this document, please do not hesitate to ask.

What to Expect from Psychotherapy

Our first session or two will involve an evaluation of your needs and goals. By the end of this time, I will offer some impressions of what our work might include. You should evaluate this information along with your own opinions of whether you feel comfortable working with me to determine whether I am a good match for you.

If we decide to move forward, we will work collaboratively to address the issues that brought you here. I will offer hypotheses, recommendations, and tools, and your role is to consider them and try them out to determine what feels useful to you. To get the most value out of our work together, you will need to take what we discuss in session and think about it or practice it during the rest of the week. You will also get more out of our therapy if you come consistently to sessions. Therapy is a cumulative process; it builds upon itself. If you miss sessions more than occasionally, you will be losing some of the momentum that we have built together.

Therapy can be tremendously beneficial. It often leads to improved self-acceptance, better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, because therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness or anger. Some people go through periods of worsening symptoms at the beginning of therapy, when more attention is brought to the symptoms. Others experience challenges in their relationships as they experience themselves as improving.

Please let me know when you are feeling discouraged or uncomfortable so that I can help you get through these more difficult periods. I welcome questions at any time about the therapy process, such as the focus of treatment, what is expected of you, what is expected of me, treatment methods, and how the treatment ends.

Patient Rights

At any time, you may question and/or refuse therapeutic or diagnostic procedures or gain whatever information you wish to know about the process or course of therapy. You have the right to terminate therapy at any time and to seek a second opinion from another professional.

The Health Insurance Portability and Accountability Act (HIPAA) is a federal law that provides you with several new or expanded rights with regard to your clinical record and disclosures of protected health information. These rights include requesting that I amend your record; requesting an accounting of disclosures of protected health information, 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 (which includes the Notice form), and my privacy policies and procedures. I am happy to discuss any of these rights with you.

Patients under 14 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is my policy to require an agreement from parents that they consent to give up their access to their child's records, as a condition of my agreeing to provide psychological services. In these cases, I will provide parents with general information about the progress of the child's treatment, and their attendance at scheduled sessions. Any other communication will be conducted at my discretion, according to the child's treatment needs, 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 I will do my best to handle any objections they may have. **A parent's signature on this document serves as consent to this.**

Patient Confidentiality

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

- The release of confidential materials may be required in situations of suspected child abuse, of potential harm to oneself or others, and in instances where the court may subpoena records. It is my policy to report any incidence of child abuse or elder abuse to the legal authorities. **By participating in therapy with me, you are hereby adding your consent to such release of information, should the situation arise.**
- I may occasionally find it helpful to consult other health and mental health professionals about a patient. During such 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.
- If I am unavailable for an extended period of time and have an on-call therapist covering my patients. That therapist is contracted to maintain the confidentiality of patient data as specifically allowed in the contract or otherwise required by law.

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 psychologist-patient 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 the 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, I must, upon appropriate request, provide appropriate information, including a copy of the patient's record, to the patient's employer, the insurer or the Department of Worker's Compensation.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations in which I am legally obligated to take actions that I believe are necessary to attempt to protect the patient or others from harm, and I may have to reveal some information about a patient's treatment. These situations are unusual in my practice.

- If there is a child abuse investigation, the law states that I may turn over my patient's relevant records to the appropriate governmental agency, usually the local office of the Department of Human Services. Once such a report is filed, I may be required to provide additional information.
- If there is an elder abuse or domestic violence investigation, the law states that I may turn over my patient's relevant records to the appropriate governmental agency, usually the local office of the Department of Human Services. Once such a report is filed, I may be required to provide additional information.
- If I believe that a patient presents a clear and substantial risk of imminent, serious harm to another person, 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.

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.

Professional Records

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. You may examine and/or receive a copy of your records if you request it in writing. I may charge a copying fee of $.35 per page (and for certain other

expenses). If I refuse your request for access to your records, you have a right to review, which I will discuss with you upon request. In most cases, a summary of your Clinical Record or a letter that addresses specific questions will be most useful to you.

Sessions

Generally, we will meet at regularly scheduled times for 50-minute sessions. I typically meet with patients on a weekly basis. However, some patients benefit from more frequent meetings.

Due to COVID-19 and related safety concerns, I am currently offering remote and in-person sessions. For in-person sessions, a face mask is required to be worn at all times. Remote sessions may be conducted through a videoconferencing platform or by telephone. Please note, it is *not* a guarantee that your third-party payor/insurance provider will cover these sessions. Please call your provider to determine whether they cover telehealth sessions. If you are planning to use phone sessions even from time to time, specify whether they cover phone sessions as well as online sessions.

Please be aware that there are several additional issues to be considered when engaging in remote sessions. As you will not be physically in my office, you will need to be aware of whether your surroundings are quiet and confidential. Also, although the online videoconference service I use is HIPAA-compliant and fully encrypts our conversations, it is theoretically possible to be hacked. A third consideration is that there may be occasional buffering or sound-quality issues on the call, although I do my best to eliminate any issues on my end. By signing this Agreement, you acknowledge awareness of these considerations.

Professional Fees

My fee is $180 per 50-minute psychotherapy session. This fee includes brief (<10 min.) phone consultations between sessions. If the brief phone consultations become frequent, an appropriate fee structure will be discussed.

In addition to weekly appointments, I charge this amount for other professional services you may need, though the cost will be prorated if I work for periods of less than one hour. Other services include telephone conversations lasting longer than 10 minutes, report writing,

consulting with other professionals with your permission, preparation of records or treatment summaries, and other services you may request of me.

If you need to cancel a session, I require that you notify me at least 24 hours in advance of that session. ***If you do not appear for a session or if you fail to give 24 hours' notice of cancellation, you will be charged a $180 cancellation fee.*** Please note that insurance will **not** cover the fees for missed sessions or late cancellations. In this event, you will be held responsible for these charges.

If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including communications with attorneys, preparation, time spent in court, and transportation costs, even if I am called to testify by another party. My fee for participation in any legal proceedings is $400 per 60 minutes.

Insurance

In order for us to set realistic treatment goals, it is important to evaluate what resources you have available to pay for your treatment. I am a contracted provider with PacificSource. It is your responsibility to check with your insurance company to determine whether any or all of your therapy expenses will be covered. You will need to call your insurance company to determine how much your co-pay is, how many sessions per year are covered, and how much of your deductible remains. It is also your responsibility to have the proper referral forms and pre-authorizations prior to the start of treatment, if your insurance policy requires it. Please note that insurance typically does not pay for phone sessions.

If you have a health insurance policy other than PacificSource, at your request I can provide you with a monthly receipt for you to submit to your insurance for potential reimbursement. In all cases, you (not your insurance company) are responsible for full payment of my fees.

Please note that insurance companies require your diagnosis before they will cover any treatment. Sometimes I am required to provide additional clinical information such as treatment plans or summaries. This information will become part of the insurance company files. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you authorize me to provide requested information to your insurance company unless otherwise noted and you authorize your insurance company to pay me.

Billing and Payments

Your payment of the co-pay or session fee is expected at the beginning of each appointment. You will be billed at the end of each month for any remainder of your balance. Balances that are 60 days past the date of service will be charged to your credit card, unless other arrangements have been made. In situations in which balances are delinquent for 90 days, payment is not collected through a credit card, and no response is received from the patient, the account will be turned over to a professional collection agency, and you will be held responsible for any additional legal and collection agency fees for the collection of the account. This would require me to disclose otherwise confidential information such as the patient's name, the nature of the services provided, and the amount due. In most cases, a simple phone call response from you will help us to work out an agreement regarding finances.

Communications Policies

I am generally in the office and will return phone calls Monday-Friday from 9 am–5 pm. If I cannot return your call on the same day, I will try to return it on the next business day. If you are in urgent need of help and cannot wait for my return call, please call the Multnomah County Crisis Line (503-988-4888), call 911, or go to the nearest hospital emergency room.

Administrative issues such as scheduling questions/changes may be handled via phone or email (suzanne@suzannemanserphd.com) if you prefer. I respond to emails during business hours. Please be aware, email (and texting) are not confidential means of communication, and I do not recommend that you communicate clinical information using those formats. My voicemail (503-236-4343 x5) is confidential.

If I go on vacation or am otherwise unavailable for an extended period of time, I will provide you with the name and telephone number of a colleague to contact, if needed.

To avoid an unethical dual relationship, I will not accept requests made to connect through social media (e.g., Facebook and LinkedIn), except to my professional Instagram account.

Independent Practice

Although I share office space with other practitioners in the mental health field, I am not professionally affiliated with these practitioners. On occasion, various practitioners within our office may provide referrals or consultation services to one another; however, this is done on a case-by-case basis between independent practitioners. I maintain an independent private practice with files, billing procedures, and clinical practices that are separate from those of other practitioners within our office.

Termination of Services

Ideally, termination occurs when we both agree that your therapeutic goals have been met and you are no longer benefitting from therapy. However, other circumstances, including financial limitations, can also play a role in when termination occurs.

I reserve the right to terminate services with any patient who is not progressing in or benefitting from therapy. Some reasons for lack of progress include: therapy goals have been met; failure to follow agreed-upon treatment plan; failure to follow recommendations I believe to be imperative for you to make the best use of therapy with me; and failure to keep scheduled appointments. Finally, I reserve the right to discontinue services to any patient for whom I deem outpatient psychotherapy with me to be inappropriate. In the event that we would have to discontinue our work together for these reasons, I will make every attempt to bring our work to an amicable conclusion and, if appropriate, to refer you on to another mental health professional or service that might be better suited to your needs.

Signature

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship. Your signature serves as an acknowledgement that you have received the HIPAA Notice Form described above.

You may revoke this Agreement in writing at any time. That revocation will be binding on me unless: a) I have taken action in reliance on it, b) there are obligations imposed on me by

your health insurer in order to process or substantiate claims made under your policy, or c) you have not satisfied any financial obligations you have incurred.

Please ask before signing below if you have any questions about psychotherapy, or about these office policies, or about the HIPAA regulations.

I have read this contract and agree to the conditions described in it.

Received and Agreed: _____ _____

Patient Signature Date

_____

Patient Name (printed)

If Patient is a Minor, a Parent or Guardian signature is also required:

Received and Agreed: _____ _____

Parent/Guardian Signature Date

_____

Parent/Guardian Name

_____

Relationship to Patient

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