

AGREEMENT FOR PSYCHOTHERAPY SERVICES

This document is designed to inform you about my practice as you are considering whether to enter into psychotherapy with me. Please read this document carefully and raise any questions you might have about it. **When you sign this document, it will represent an agreement between us.**

You may revoke this agreement in writing at any time. Your revocation will be binding on me unless (1) I have already taken action in reliance on it or (2) there are obligations imposed on me by your health insurer in order to process or substantiate claims already made under your policy.

This information is provided in addition to the Cancellation Policy and the Notice of Privacy Practices you will also receive from me or download from my website.

INITIAL CONSULTATION

During our first 1 to 2 sessions, we will meet for an initial consultation during which time we can both decide if I am the best person to provide therapy to you.

Since therapy involves a large commitment of time, money, and energy, I want you to be able to get a sense for yourself about whether I would be a good fit for you.

I will also decide if my skills and availability as a therapist are a good match for you. Some reasons I may decide that I am not the best therapist for you are the following:

- (1) if I do not have expertise in the area for which you seek therapy,
- (2) if I believe that you would best be served by having greater support outside of sessions than I can offer (e.g., 24-hour telephone or pager crisis coverage), or
- (3) if I believe you would benefit more from a team-approach found in a treatment clinic or center.

If I decide that I cannot be helpful or cannot provide sufficient treatment to you, I will let you know as soon as it is clear to me and will work with you to find referrals to other therapists or treatment centers who could provide better care.

PSYCHOTHERAPY AND SERVICES

If we decide to begin psychotherapy together, we will usually start by scheduling weekly 50-minute sessions at an agreed-upon time although sessions may be longer or more frequent if needed or preferred. I typically do not meet with clients less frequently until the final phases of therapy, because it is important to have momentum in the work. Once an appointment hour is scheduled or I have agreed to hold a regular time for you (weekly or otherwise), you will be expected to reschedule or pay for it according to my Cancellation Policy.

ASPECTS OF SUCCESSFUL PSYCHOTHERAPY: Psychotherapy is best provided in an atmosphere of trust, collaboration, and openness. I can be most helpful to you when you are honest with me about your struggles, expectations, safety, responses to treatment, and whether or not you feel helped by me. You can expect me to be honest with you about your progress, my impressions and recommendations, and your rights and choices.

It is important to be as authentic as you can be in our work together. Please let me know as best you can when any of our therapy goals do not seem to match where you find yourself to be. We will then work toward re-aligning the therapy with your authentic presence and intentions.

BENEFITS AND RISKS: Participation in therapy can result in several benefits to you, including resolving long-standing feelings of distress and increasing experiences of calm, confidence, connectedness, and clarity in your life. You may find that you experience benefits far beyond your initial goals or expectations for treatment.

Since therapy often involves discussing painful aspects of your life, you will likely experience discomfort with feelings like sadness, guilt, anger, anxiety, shame, loneliness, and helplessness that are connected to your current distress. It is my intention to help you, or different parts of you, to move through and release these feelings of distress as soon as possible. As that is happening, it is important for us to monitor your level of distress and to be sure it remains tolerable for you. There are many ways I can help you remain as grounded as possible throughout the process. These containing and regulating techniques can be especially important for you to learn and practice early on in therapy, so you gain and grow your capacity to stay within and return to your window of tolerance through your healing.

Psychotherapy may lead you to make decisions to change behaviors, employment, substance use, schooling, housing, or relationships that you had not originally intended. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. If you are considering a major life change, I will support you in taking the time you needed to contemplate this decision from a centered and wise place.

Therapeutic changes will sometimes be easy and swift, but more often it will be slow and progressive especially when you are transforming deep-rooted patterns.

There is no guarantee that psychotherapy will yield positive or intended results although it does much of the time. If you find that you are not getting the results you want from therapy with me, it can be helpful to seek a second opinion or consultation.

MY EXPERTISE AND SCOPE OF PRACTICE: I have an expertise in and often make use of Eye Movement Desensitization Reprocessing (EMDR), which is an incredibly healing therapy that was first developed to alleviate the emotional impact of trauma and has been expanded to process various other kinds of distress and anxiety. I also make use of many approaches based in theories of attachment, development, trauma, ego state/parts, interpersonal neurobiology, and psychodynamic psychotherapy. Techniques or practices I may use with you or recommend outside of session are mindfulness, meditation, body awareness, journaling, and psychoeducation. **You have the right to decline the use of any proposed therapy approaches or techniques.** I do not provide custody evaluations, medication or prescription prescriptions, or legal advice.

ADJUNCTIVE PSYCHOTHERAPY: If you have come to see me for adjunctive therapy that will happen alongside your work with your primary therapist, our work together will be limited to these specific goals. I will be in regular communication with your primary therapist. In these situations, I will not assume the role of your primary therapist at any point in time even if you decide you would like me to take on this role, except in unusual circumstances and after having sought consultation about it.

TELETHERAPY: Although my preference is for in-person sessions, there are times that teletherapy is needed (e.g., during social distancing measures, if you live far from my office, or if you travel for work). I use a secure end-to-end encrypted HIPAA-compliant video platform, Zoom, to conduct sessions. I take the following steps to further ensure the privacy of this medium by (1) monitoring who is participating in our meeting throughout the session time, (2) setting up each meeting with a unique meeting ID and password, and (3) establishing a virtual waiting room so that participants can only enter the meeting if I have admitted them to it. Please note that it is important for your privacy to use a secure internet connection for these meetings rather than public or free Wi-Fi.

PROFESSIONAL FEES AND BILLING: My fee is \$185 for a 50-minute session and \$250 for an 80-minute session. You will be expected to pay for each session at the time it is held unless we agree otherwise. In circumstances of financial hardship, I may negotiate a fee adjustment or payment installment plan at my discretion. I accept check, cash, and credit card payments.

In addition to appointments, I reserve the right to charge my regular fee amount for other professional services you request lasting longer than 10 minutes apiece. Other services include report writing, telephone therapy sessions, telephone conversations with you or professionals I consult with your permission, preparation of records or treatment summaries, and time spent performing any other requested services. Charges will be prorated in 10-minute blocks.

If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$250 per hour for preparation and attendance at any legal proceeding.

INSURANCE REIMBURSEMENT: I am not a participating provider with any insurance networks. If you have health insurance with out-of-network benefits, you may be able to get reimbursed for a portion of the sessions with me. **Please keep in mind, however, that you are still responsible for paying my fee directly regardless of whether your insurance company provides reimbursement.**

You should be aware that health insurance companies require that I furnish information about the services that I provide to you, including a clinical diagnosis. In addition, some plans require that I provide additional clinical information such as treatment plans or summaries although this is rare for out-of-network benefits. In such situations, I will discuss your insurance company's requirements with you and make every effort to release only the minimum information about you that is necessary. This information becomes part of the insurance company files, over which I have no control. In some cases, they may share information with medical information data banks. I will provide you with a copy of any report I submit if you request it.

PHONE CONTACT AND AVAILABILITY: My telephone (978-443-9200) is answered by confidential voice mail that I monitor during business hours (9am-5pm) Monday through Friday. When I am in my

office, I do not answer the phone when I am in session. I will make every effort to return your call as soon as possible, at most within 24 hours of receiving your message. I do not check messages on weekends and holidays.

For more urgent or pressing matters, I can also be reached at my cell phone (978-505-8365). In case of an emergency, if you are unable to reach me and feel that you cannot safely wait for me to return your call, contact your physician, go to the nearest emergency room or psychiatric emergency service, or call 911. If you are seeing me for adjunctive psychotherapy, please first contact your primary therapist for emergencies that may arise. When I am unavailable for an extended time, I will provide you with the name of a colleague to contact for this kind of support.

USE OF TECHNOLOGY – RISKS AND PROTECTIONS: I keep electronic medical records (EMR) through use of a secure and HIPAA-compliant software, TherapyNotes, that uses strong SSL encryption for communication and a fully-encrypted database for record storage. It ensures that the documentation in my practice consistently meets and stays current with healthcare industry standards. It also allows for the ability to establish secure communication with you through a client portal to exchange confidential information, to share appointment times, and to accept credit card payments.

I also occasionally store Clinical Records (CR) on my encrypted laptop. My laptop is equipped with a firewall, virus protection, and two levels of passwords (one for my desktop and another for each individual document). I back up all confidential information from my computer on a regular basis onto an encrypted online backup that satisfies the rigorous privacy-related standards of HIPAA as well as several other protocols.

Regarding various electronic communications, it is important to be aware that unencrypted email and texts can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails and texts are vulnerable to such unauthorized access since servers or communication companies may have unlimited and direct access to all the information that goes through them. It is also always a possibility, while quite small, that text and email can be sent erroneously to the wrong address and computer. Please notify me if you decide to avoid or limit, in any way, the use of email or texts. **If you communicate confidential or private information via unencrypted email or text, I will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and will honor your desire to communicate on such matters.** I will continue to use discretion on my part around the information conveyed through these mediums.

For protection of your privacy and confidentiality, I do not accept friend requests from current or former clients on social networking sites, such as Facebook or LinkedIn.

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without written permission except where disclosure is required by law. Please see my Notice of Privacy Practices for further information.

PROFESSIONAL CONSULTATION: In order to provide the most current and well-informed therapy to you, I consult regularly with other professionals regarding the work I do. Your identity remains completely anonymous, and your confidentiality is fully maintained. The only exception to the

anonymity of consultation is when you might agree to videorecord our sessions for review (after signing a Video Consent Form), and the highest level of confidentiality possible is still maintained.

WHEN DISCLOSURE IS OR MAY BE REQUIRED BY LAW: Some of the circumstances where disclosure is or may be required by law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to me that the client presents a danger to others. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by me. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. I will use my clinical judgment when revealing such information and hold a strong preference that any disclosure is made directly by a client rather than by me whenever possible. I will not release records to any outside party unless authorized to do so by all adult parties who were part of the couple therapy or other treatment that involved more than one adult client.

CONCERNS ABOUT SAFETY: If there is an emergency during therapy, or in the future after termination, where I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, I will do whatever s/he can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, I may also contact the emergency person whose name you have provided on the Basic Information form.

LITIGATION LIMITATION: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on me to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

RECORDS AND YOUR RIGHT TO REVIEW THEM: If you have concerns regarding the treatment records, please discuss them with me. As a patient, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when I assesses that releasing such information might be harmful in any way. In such a case, I will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, I will release information to any agency/person you specify unless I assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, I will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

MEDIATION & ARBITRATION: All disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of this therapist and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should

be submitted to and settled by binding arbitration in Middlesex County in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, I can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

THERAPIST-INITIATED TERMINATION: I may choose to end our work together under these conditions:

- (1) if you fail to pay for services,
- (2) if you are not attending regular therapy meetings at the frequency that is recommended,
- (3) if you reject or decline to consider my treatment recommendations, especially when your safety or that of others are at risk or
- (4) if circumstances necessitate the move or closing of my practice.

I will make every effort to give you notice of this decision and provide referrals when appropriate. Should one or more of these occur in relation to a treatment impasse, I will make every effort to work with you to seek consultation from a qualified mental health specialist and, when appropriate, to refer you to another qualified mental health professional if the impasse cannot be resolved.

CLIENT-INITIATED TERMINATION: You may choose to end psychotherapy with me at any time, and I believe in supporting the wisdom of your autonomy as you do so even if it is unexpected or your therapy goals remain partially unresolved. I ask that you agree to a series of final sessions whenever possible, so that we can do some work to honor and integrate the growth and healing you have achieved and get a chance to say goodbye. Any outstanding fees will be payable at that time.

MUTUALLY-DECIDED TERMINATION: Many times we will decide to end our work when it feels complete and the goals we have collaboratively set along the way have been met. This kind of ending will happen when you are significantly less distressed and are experiencing yourself, your life, and your relationships in more grounded and fulfilling ways. We will plan a series of final sessions whenever possible to honor and integrate the work. We may also decide to begin to meet less frequently for a short period of time to monitor how it is going and to ensure that you have truly completed your work.

I have read the above Agreement for Psychotherapy Services carefully; I understand them and agree to comply with them:

Client's Name (print) _____

Signature _____ Date _____

Client's Name (print) _____

Signature _____ Date _____