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CLIENT SERVICES AGREEMENT

Welcome to my practice. This document (the Agreement) contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protections and new client rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations.

I place a high importance on protecting the privacy of my clients. I must provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time.

When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action 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

We all experience change throughout our life. Change is a natural ongoing process. Some changes feel comfortable and occur rather effortlessly. While other changes are challenging and make us feel anxious, sad, out of control and even pained. During these difficult times, it is helpful to have a therapist join with us on our journey for a more balanced and peaceful life.

Many people find the idea of therapy scary. It doesn't have to be. You are not alone. Therapy can be helpful to most people not just people with serious emotional problems. The most common reason people seek therapy is to get more out of life, whether that is feeling more connected in relationships, feeling more connected to themselves, feeling more confident, having a better sense of well-being, or generally just feeling less stressed and out of control.

When deciding to go to therapy, it is important to find a therapist that is right for you. This may take time, but stick with it. This is your life and your journey should be with a therapist with whom you feel safe and comfortable.

There are many therapists in Atlanta with outstanding credentials and many years of experience. This is important. However, it is not the only consideration. Take the time to schedule a meeting with a prospective therapist to determine if this therapist's approach feels right to you in helping you with your needs.

I am more than happy to meet with you to determine if we are a good fit for working together. Typically, I reserve the first 3 sessions for us to discuss your concerns. During these sessions, we are both assessing whether we feel comfortable working together and whether my style of working with clients works for you. The choice to begin therapy will be agreed upon together. If for any reason, we decide the relationship is not a good fit, I will provide you with the names of other therapist whom might be able to help you.

I have a general private practice seeing adolescents and adults in individual, couples and family therapies. Among my areas of work are couples transitioning to parenthood, working with women who are experiencing prenatal and postpartum issues, families having young children with disabilities, parenting difficulties, relationship problems, adolescents and young adults struggling with life transitions, and general stress, anxiety and depression.

My approach to psychotherapy is integrative, drawing from many sources particularly psychodynamic and relational principles. As a psychotherapist, my goal is to be present with my clients, providing a safe space to explore what emerges during the therapy sessions.

Cancellations

If you need to cancel an appointment, please contact me at least 24 hours in advance; otherwise, you will be charged for the missed appointment. Please be aware that insurance do not provide reimbursement for cancelled sessions, so you will be expected to pay the entire fee, not just the co-insurance amount you might normally pay. If for any reason, I must cancel an appointment, you will be advised at the earliest possible time.

<u>Meetings/Sessions</u>

I generally meet with clients over three sessions to make an assessment of your situation and whether the treatment I provide will be helpful to you. I have found that this is an important time for clients to determine if they feel comfortable with me personally and my style of working. The choice to begin therapy will be mutually agreed upon. In the event that it is determined that we will not work together, I will make recommendations

and provide referrals to other professionals that are appropriate based on my clinical judgment.

Professional Fees & Payment

My usual fee is \$110.00, unless otherwise negotiated, for a fifty minute psychotherapy session. I reserve a portion of my practice for sliding scale fee based clients. Full payment is due at the time of service, unless otherwise negotiated. I will provide you with a statement of all of our transactions at the end of the month, unless for some reason you need weekly accounting.

In addition to weekly appointments, I charge \$110.00 for other professional services you may need, though I will pro rate the hourly cost if I work for periods of less than one hour. Examples of other services might include report writing, telephone conversations lasting longer than 10 minutes, 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 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 \$200.00 per hour for preparation and attendance at any legal proceeding.

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 fill out forms and 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 my 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.

Because of 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 much can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end.

You should also be aware that your contract with your health insurance company requires that I provide the company with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or, in rare

cases, copies of your entire clinical record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. 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 database. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier.

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 your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above.

Contacting Me

I can be reached at my office number (404) 654-0313. I have a confidential voicemail that I check once a day Monday through Friday. Routine calls made between the hours of 8:30 a.m. and 5:00 pm on weekdays will be returned within 24 hours. Routine calls received after 5 pm or on weekends may be returned the following business day.

If emergencies arise and you cannot wait for a return call which could take over an hour, then you should report to your closest emergency room for help.

Confidentiality

The law protects the privacy of all communications between a client and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. 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:

- ✓ 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 client. 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 Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- ✓ Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- ✓ If a client 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.

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 my professional services, such information is protected by the counselor-patient privilege law. I cannot provide any information without your 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 client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- ✓ If a client files a worker's compensation claim, and I am providing treatment related to the claim, I must, upon appropriate request, furnish copies of all medical reports and bills.

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 client's treatment. These situations are very unusual in my practice.

- ✓ If I have reason to believe that a child has been abused, the law requires that I file a report with the appropriate governmental agency, usually the Department of Family and Children Services. Once such a report is filed, I may be required to provide additional information.
- ✓ If I have reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, I must report to the Department of Family and Children Services. Once such a report is filed, I may be required to provide additional information.
- ✓ If I determine that a client presents a serious danger of violence to another, I am required to make a "duty to warn" call to the person who may be harmed. These actions may also include contacting the police and/or seeking hospitalization for the client.

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

<u>Limitation on Confidentiality when Providing Therapy to Couples or</u> <u>Families</u>

This written policy is intended to inform you, the participants in therapy, that when I agree to treat a couple or a family, I consider that couple or family (the treatment unit) to be the patient. For instance, if there is a request for the treatment records of the couple or the family, I will seek the authorization of all members of the treatment unit before I release confidential information to third parties. Also, if my records are subpoenaed, I will assert the psychotherapist-patient privilege on behalf of the patient (treatment unit).

During the course of my work with a couple or a family, I may see a smaller part of the treatment unit (e.g., an individual or two siblings) for one or more sessions. These sessions should be seen by you as a part of the work that I am doing with the family or the couple, unless otherwise indicated. If you are involved in one or more of such sessions with me, please understand that generally these sessions are confidential in the sense that I will not release any confidential information to a third party unless I am required by law to do so or unless I have your written authorization. In fact, since those sessions can and should be considered a part of the treatment of the couple or family, I would also seek the authorization of the other individuals in the treatment unit before releasing confidential information to a third party. However, I may need to share information learned in an individual session (or a session with only a portion of the treatment unit being present) with the entire treatment unit – that is, the family or the couple, if I am to effectively serve the unit being treated. I will use my best judgment as to whether, when, and to what extent I will make disclosures to the treatment unit, and will also, if appropriate, first give the individual or the smaller part of the treatment unit being seen the opportunity to make the disclosure. Thus, if you feel it necessary to talk about matters that you absolutely want to be shared with no one, you might want to consult with an individual therapist who can treat you individually. This "no secrets" policy is intended to allow me to continue to treat the couple or family by preventing, to the extent possible, a conflict of interest to arise where an individual's interests may not be consistent with the interests of the unit being treated. For instance, information learned in the course of an individual session may be relevant or even essential to the proper treatment of the couple or the family. If I am not free to exercise my clinical judgment regarding the need to bring this information to the family or the couple during their therapy, I might be placed in a situation where I will have to terminate treatment of the couple or the family. This policy is intended to prevent the need for such a termination.

Professional Records

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and others or makes reference to another person (unless such other person is a health care provider) and I believe that access is reasonably likely to cause substantial harm to such other person or where information has been supplied to me confidentially by others, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. My fee for copying a Clinical Record is \$1.00 per page. If I need to refuse your request for access to your records, you have a right of review (except for information provided to me confidentially by others), which I will discuss with you upon request.

In addition, I may also keep a set of Psychotherapy Notes on your case. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they generally consist of rather cryptic notes to me about our work that would not be very meaningful to others. They may also contain particularly sensitive information that you or others reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy

Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed authorization. I have never been asked to release copies of my Psychotherapy Notes, and in most cases, would refuse to do so unless mandated by law, so this information remains highly protected and confidential. Insurance companies cannot require you to authorize me to release my Psychotherapy Notes as a condition of coverage nor penalize you in any way for your refusal to provide it.

Client Rights

HIPAA 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 restrictions on what information from your Clinical Record 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.

Minors & Parents

Clients under 18 years of age who are not emancipated and their parents should be aware that the law allows parents to examine their child's treatment records unless I believe that doing so would endanger the child or we agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is 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. 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 objections he/she may have.

Termination Policy

You are under not obligation to continue services and may choose to end at any time. However, I strongly urge you to talk with me in person about your decision so that we can discuss your choice openly.