

KATIE LIEBENBERG THERAPY

Kathryn Liebenberg, Psy.D
Licensed Psychologist

AGREEMENT FOR PSYCHOLOGICAL SERVICES

Welcome! I look forward to our work together as you seek to make changes in your life and/or gain new understandings. Taking this first step can be very difficult and like any new situation one may not know what to expect. **In an effort to answer many of your questions and provide you with important information, I would like to start by having you read this document.** I will be happy to answer any questions you may have during our initial meeting.

This agreement contains important information about my services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient 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. HIPAA requires that I 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 was given with 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. When you sign this document, it will represent an agreement between us about our work together and that you have received HIPAA information. 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.

PSYCHOLOGICAL SERVICES

Psychological services are not easily described in general statements due to the many forms it may take. It may include testing, assessment, evaluation, or talking about and actively changing problem areas. It also varies depending on our personalities and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy differs from a medical doctor visit in that it requires 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 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. Therapy involves a large commitment of time, money, and energy, so it is important for you to be comfortable with the therapist you select. If you have questions about what we are doing together, 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.

MEETINGS

The frequency of our meetings will depend on your treatment goals. Typically, I will schedule one **50-minute** session (one appointment hour of 50 minutes duration) per week, although some sessions may be longer or more frequent based on a schedule we have agreed on. Couples, family sessions, and business consultations may be 1.5 sessions long. **You will be allowed 1 late cancellation (less than 48 hours notice) in a rolling year without charge. After 1 late cancellation, you will be charged a fee of \$65. Any no-shows (cancellation less than 3 hours notice) will be charged from the first occurrence. Any late cancellation during holiday season (i.e., week surrounding Thanksgiving, Christmas and New Years) will be charged the full fee even if it is a first occurrence.**

PROFESSIONAL FEES

I will provide a free 15-minute phone or in office consultation to anyone who wants it to help you decide whether you want to pursue services with me. If you decide to continue, the fee for our first meeting is ~~\$215.00~~. In addition to weekly appointments, I charge this amount for other professional services you may need (other than routine record-keeping), although I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, school advocacy meetings and any professional service I provide that is an hour or more.

BILLING, PAYMENTS, AND INSURANCE

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. I accept cash in exact amount or personal check. If your personal check is returned, you will be responsible for all fees associated with check return. I will hold a credit card number on file for you to be used in the event of any outstanding fees that have not been paid after 3 unsuccessful attempts have been made to collect. If your account has not been paid for more than 30 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of the services provided and the amount due. If such legal action is necessary, its costs will be included in the claim.

CONTACTING ME

I schedule all my own appointments and get all messages via voicemail. I check my voicemail as my appointment schedule will allow. **I do not check voicemail after 7pm or on weekends.** I will make every effort to call you back as soon as when I am not with a patient. If you are

experiencing a life-threatening emergency or if you are unable to wait until I return your call, contact your family physician, psychiatrist, or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

LIMITS ON 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 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 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 Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).

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 the professional services I provided you, 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, and I am providing services related to that claim, I must, upon appropriate request, provide appropriate reports to the Workers Compensation Commission or the insurer.

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 reason to believe that a child under 18 who I have examined is or has been the victim of injury, sexual abuse, neglect or deprivation of necessary medical treatment, the law requires that I file a report with the appropriate government agency, usually the Office of Child Protective Services. Once such a report is filed, I may be required to provide additional information.
- ☐ If I have reason to believe that any adult patient who is either vulnerable and/or incapacitated and who has been the victim of abuse, neglect or financial exploitation, the law requires that I file a report with the appropriate state official, usually a protective

services worker. Once such a report is filed, I may be required to provide additional information.

- If a patient communicates an explicit threat of imminent serious physical harm to a clearly identified or identifiable victim, and I believe that the patient has the intent and ability to carry out such threat; I must take protective actions that may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and others or where information has been supplied to me by others confidentially, 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. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request. In addition, I also keep a set of Psychotherapy Notes. 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 can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your written, signed Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal.

PATIENT 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

Patients under 18 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 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 objections he/she may have. I understand that as a parent, you are concerned and may want to know about the content of your child's discussions. It is my experience that a child will progress better in treatment if they know their parent will not know the specific content of the therapeutic discussions. Many times, this is not due to the child wanting to "keep secrets" from the parents, but due to the child being embarrassed, guilty, or otherwise lack the communication skills.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ABIDE BY ITS TERMS DURING OUR PROFESSIONAL RELATIONSHIP.

Signature of Patient or Legal Guardian Date