

AGREEMENT AND INFORMED CONSENT FOR TREATMENT

Treatment Agreement

Welcome! I appreciate the opportunity to serve you as a counselor. This document (the AGREEMENT) contains important information about my professional services and business policies, as well as summary information about the Health Insurance Portability and Accountability Act (HIPAA).

HIPAA is the federal law that provides for privacy protections and patient rights regarding your Protected Health Information (PHI). HIPAA regulations require that I provide you with a NOTICE OF PRIVACY PRACTICES (the NOTICE) regarding the use and disclosure of your PHI. The law also requires that I obtain your signature acknowledging that I have provided you with this information at the start of treatment. Although these documents are long and sometimes complex, it is important that you read them carefully before signing. You will also receive copies of this information for your records. If you have any questions or concerns about this information, please let me know so we can address them.

When you sign the AGREEMENT, it represents a formal agreement between us. You may revoke this agreement in writing at any time, and that revocation will be binding unless (1) I have already taken action in reliance upon it, (2) there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy, or (3) you have not satisfied financial obligations incurred by you.

Please keep a copy of this AGREEMENT for your records. A second copy, signed and dated, will be kept in your file. It is important you read the entire statement carefully and ask any questions you may have before signing.

General Standards/Treatment Agreement

I utilize a combination of Somatic Experience and Sensorimotor Psychotherapy principles and techniques, which incorporates mindful awareness and attention to the nervous system. There is an emphasis on increasing awareness of body sensations, emotions and thoughts. This is a gentle approach primarily used for treatment of trauma/ PTSD symptoms/ attachment and developmental injury. By integrating parameters of these models with my existing CBT and DBT emphases; I find that significant movement can be made and insights can be gained.

I also work from a Cognitive-Behavioral orientation using a DBT-informed emphasis. Therapeutic sessions frequently involve the use of behavioral analyses, which are designed to identify prompting events (or antecedents), vulnerability factors, problematic thoughts and emotions, and short-term reinforcers for problematic behaviors and patterns of behavior. Interventions at these various key points in the behavioral analysis can then be implemented to change the problematic behavior. In short, I find that changes in behavior can lead to changes in thoughts and beliefs and, conversely, that changing thoughts and beliefs can lead to behavior change. Thought, beliefs, and behaviors also influence feelings and emotions, causing changes here as well. I also recognize that problems are transactional in nature and changes often need to take place within one's environment in order to improve functioning.

Our first few sessions will serve as an initial evaluation of your concerns, history, goals, and needs. If we agree to establish a therapy relationship; I generally recommend weekly 60-minute sessions in the early stages of your treatment in order to build rapport, establish consistency within the therapy process, and to decrease the initial discomforts and anxieties that often (though not always) accompany the early stages of therapy. This recommendation is flexible, however, and other arrangements can be made.

Treatment duration is highly variable, depending on your presenting concerns, the treatment plan, and other factors. During our work together, we will periodically review your goals and progress. I may request your written authorization and permission to consult with other treatment providers that you currently work with, or have worked with in the past. I may also request that you have a medical or psychiatric evaluation to aid in treatment.

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It is important for you to know that psychotherapy involves risks and benefits. Occasionally individuals go through periods in therapy that may result in increased emotional discomfort or worsening of their symptoms. These periods should subside as the work progresses. Psychotherapy has also been shown to have benefits for those who attend and can improve your ability to regulate your emotions, behaviors and thoughts and result in improved relationships and life circumstances, and increased confidence. It is important for you to know that, although there is evidence that shows the effectiveness of Cognitive-Behavioral and Dialectical Behavioral Therapy, it is not presented here as a guarantee of the efficacy of this treatment. You always retain the right to request changes in treatment or to refuse treatment. I encourage you to discuss any personal doubts, concerns, or discomforts regarding your treatment with me, at any time.

Confidentiality

I am a Licensed Professional Counselor through the Oregon Board of Licensed Professional Counselors and Therapists. I adhere to the ethical principles defined through all of these Boards, as well as the American Counseling Association. These principles establish guidelines that govern privilege and confidentiality. I maintain confidentiality in creating, storing, accessing, transferring, and disposing of records in any medium. Your Clinical Record includes your reasons for seeking therapy, how your life is being impacted, your diagnosis, the goals we have set for treatment, your progress toward those goals, your medical, social and treatment history, any past treatment records I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone per your request. Your billing records include your contact information, insurance information (if I have it), and billing statements. All records and notes are kept locked or password protected, and all records are retained for a minimum of seven years as required by law. In the event of your death, the privilege to access your record passes to your estate. In the event of my own incapacitation, withdrawal, or death, another licensed professional will assume responsibility for my records.

By submitting a written request, you may examine and/or receive a copy of your Clinical Record, except in circumstances where disclosure would be injurious to you or would constitute an immediate and grave detriment to your treatment. In such circumstances, I may provide you with an accurate and representative summary of your Clinical Record, if requested. Professional records can be very confusing and/or upsetting to an untrained reader. For this reason, I recommend you review them in my presence or with another trusted mental health professional. In most circumstances, I will charge a copying/printing fee of 25¢ per page. If you wish to review your Clinical Record, please address your request to me, so we can discuss the best way to make this happen.

In general, the law protects the privacy of all communications between a client and a counselor. I will not disclose anything you tell me, not even the fact that you are a client, without your written permission via a signed release of information form. There are a few **exceptions** to these standards:

1. It is legally required of me to act so as to prevent physical harm to others or to society when there is "clear and imminent" danger of that happening.
2. I am ethically bound to act to protect you or others from harm. This may include, but is not limited to, contacting law enforcement if I determine that you may be driving under the influence.
3. I am ethically bound to report cases of ongoing child, elder, and disabled person abuse.
4. I may have to release clinical information regarding your treatment to insurance carriers as required for payment or review of your claim.
5. I may have to release your records when ordered to do so by court subpoena or judge order. However, I will discuss the details of privilege with you beforehand and request a written release from you if I judge this to be in your best interest. In some cases, involving child custody and those in which your emotional condition is an important issue, a judge may order the release of your information if he/she determines that the issues demand it.
6. I may also release information about you in my defense if you file a complaint.

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7. I may use electronic transmission to send treatment plans, reports or evaluations to your insurance company, specific agencies or other providers.
8. Email and text message correspondence is not guaranteed to be confidential. Use of these communication methods will be at your discretion.
9. I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to protect the identity of my clients. The consultant is also legally bound to maintain confidentiality.
10. I may be legally required to release confidential information as determined under the USA Patriot Act. Under this Act, I may be ordered to **not** inform you of such disclosures.

Digital Confidentiality

I use an encrypted e-mail messaging system. Though no known breaches to confidentiality have occurred as a result of e-mail messages being sent or received by me, this notice is designed to iterate that such breaches may occur. I primarily use e-mail with clients when they have given me permission to do so, and to confirm appointments and/or send documents/videos to you when necessary.

The same is true for text messaging. I use a confidential text messaging service called Signal. If you decide to send a standard non confidential text message to me please note: text messages are not confidential and not reliable. Text messages are considered low priority messages by the phone servicing companies and are often delayed, or never delivered, if system requirement needs shift to higher priority tasks.

When face-to-face contact is not possible, my preferred mode of contact is via my phone or confidential voicemail: (503) 961-4370. Clients may still choose to contact me via e-mail or text messaging, with the following understandings:

- Standard E-mail and text messaging are not confidential. A breach of confidentiality may occur, so clients choosing to use these modes to communicate with me are using them at their own risk.
- E-mail and text messaging should never be used for urgent or emergency matters. It is important to understand that delivery of these communications at times, delayed, or not delivered, at all. For urgent matters, face-to-face or phone contact is always preferred.
- Information received in e-mail or text messages that is clinical in nature becomes part of the client's clinical record (in general, messages that are not solely regarding scheduling, insurance, or billing purposes). In other words, the email message is printed and included in the client's clinical record. Text messages are transcribed and included in the client's clinical record.

Legal Proceedings

It is important for you to know that I am not a forensic psychologist or a child custody evaluator. I will not be a party to legal proceedings against current or former clients. My goal is to support my clients to achieve therapy goals, not to address legal issues that require an adversarial approach. Clients entering treatment are agreeing to not involve me in legal/court proceedings or attempt to obtain records of treatment for legal/court proceedings when therapy has been unsuccessful at resolving disputes. This prevents the misuse of your treatment for legal objectives.

Appointments

Individual sessions are arranged by appointment only and are 50 minutes in length. If I am late, I will make up the missed time or prorate your bill. If you are late, you will lose that portion of time from your session and will be charged for the appointment. Cancellation of sessions should be avoided. If you need to cancel an individual therapy appointment, you will not be charged for the appointment if you notify me 24 hours in advance of the scheduled appointment. **No show/no call or late cancelled sessions will be charged to you at full fee. Fees for missed sessions are not reimbursable by insurance companies.** Cancellations can be phone. E-mail and text message may also be used at your own risk of delivery.

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Telephone Calls and Emergencies

Phone calls are returned as soon as possible, usually within 24 hours, except on my days off such as weekends and holidays. I do not answer the phone when I am with clients, and my availability at other times cannot be guaranteed. You may leave a confidential voicemail message for me at any time. If you are difficult to reach, please inform me of times when you will be available when you leave your message. Because voicemail technology is not error-proof, if you have not heard back from me by the end of the next day, please feel free to call again since it is likely that I did not receive your original message. Please be sure to state if you are calling about an urgent matter. If you are in crisis and need to speak to someone immediately, please call the **Multnomah County Crisis Line at 503.988.4888, or the crisis line for your county.** In the case of a life-threatening emergency, **call 911 or go to the nearest hospital emergency room.**

Safety Policy

Staff and client safety are of utmost importance. As such, any act of aggression to self, others, or property while on site may be grounds for compensation for damages, legal action, and/or immediate termination of services.

Fees

My fees for therapeutic services are the following:

- \$200 per Intake session
- \$175 per 50-minute Individual session

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 per hour for preparation and attendance at any legal proceeding.

There is a \$25.00 processing fee on returned checks. Payment for the returned check amount plus the processing fee must be paid before your next scheduled appointment.

You are agreeing to pay for all services provided prior to the discontinuation of treatment. You can discontinue treatment at any time by phone or in person. If your account is not paid within 90 days, I have the option of using legal means to secure payment. This may involve the use of a collection agency or small claims court. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided, and amount due.

Treatment Termination

During the course of therapy, if I do not hear from you or see you for 6 months; I will close your chart. If you decide to return to therapy after your chart has been closed, we may re-open at that time.

Insurance

While I will do my best to assist you with your insurance benefit, **it is important for you to call and find out exactly what mental health services your insurance policy covers and if you are required to obtain preauthorization for services.** You should carefully read the section in your insurance policy that covers mental and/or behavioral health and call your insurance company if you have questions. You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis and some require treatment plans, summaries, or a copy of the entire record. Though insurance companies claim to maintain confidentiality, I do not have control over your information once it is in their hands.

The contract for professional services and payment is with you. If you choose to use your health insurance coverage, I will submit claims on your behalf. It is your responsibility to notify me of changes to your insurance, and whether you want claims submitted to secondary insurance plans (Insurance Information Forms must be completed for all insurance plans). **You are asked to pay your co-payment or non-covered amounts at the**

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time of service. Mental health reimbursement policies differ dramatically from one third-party contract to another. It is often difficult to predict the services and fees different plans will cover. For this reason, it is important to discuss these issues in your early sessions or when there is any change in your insurance to avoid confusion and problems that could interfere with our work together. **It is important to note that even when I have filed an insurance claim on your behalf, if after 90 days I have not been paid by your insurance company, you will be required to pay the past due balance.** While I do my best to collect on past due insurance claims, I cannot accept responsibility for following up on past due or disputed claims. Regardless of the insurance company's handling of the claim, you are responsible for all fees.

CONSENT TO TREATMENT

I have read and understand this **Agreement and Informed Consent for Treatment** in its entirety. Fee arrangements and terms of confidentiality are clear to me. My signature below indicates that I agree to all terms herein, and I have received a copy of this AGREEMENT upon request, and I wish to enter treatment on these conditions. As part of my agreement to enter psychotherapeutic treatment with Lisa Pace, LPC, I acknowledge the following understandings:

1. I understand that although there is empirical evidence for the effectiveness of psychotherapy, this evidence is not presented as a guarantee either direct or implicit of the effectiveness of this treatment.
2. I understand each individual must independently evaluate and use his or her own judgment in choosing among treatments and therapists available.
3. I understand there are other therapist and treatments available to me. I therefore maintain the right to seek second opinions and other therapeutic options available for addressing my issues and concerns.
4. Upon my request, I will be provided with the **Notice of Privacy Practices for Protected Health Information** for the office and practice of Lisa Pace, LPC.

Client Signature

Printed Name of Client

Date

If minor, Signature of Legal Guardian

Printed Name

Date

I, the therapist, have discussed the issues above with the client and provided a copy for their records (if requested).

Lisa Pace, LPC

Provider Signature

Lisa Pace, LPC

Printed Name

Date

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