

Paula Helsby, MA, MS, MA, NCC

Licensed Professional Counselor

103 South First Street, Suite 204, P. O. Box 1001, Silverton, OR 97831 **503-873-3608**

117 NE 3rd Ave, Canby, OR 97013 **503-263-5599**

Website and Blog: counselingbypaula.com

Psychotherapist-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 new federal law that provides new privacy protection and new 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 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.

Psychological Services

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the counselor and client, 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 is not like a medical doctor visit. Instead, it calls for 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.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should

evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, 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

I normally conduct an evaluation that will last from 2-4 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 50 minute session (one appointment hour of 50 minute duration) per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 48 hour advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.

You normally will be the one who decides therapy will end, with three exceptions. If we have contracted for a specific short-time piece of work, we will finish therapy at the end of that contract. If I am not, in my judgment, able to help you because of the kind of problem you have or because my training and skills are, in my judgment, not appropriate, I will inform you of this fact and refer you to another therapist who may meet your needs. If you do violence to, threaten, verbally or physically, or harass myself, or the office, I reserve the right to terminate you unilaterally and immediately from treatment. If I terminate you from therapy, I will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy.

Professional Fees

My 50 minute fee in the office is \$90 for individuals, couples, and families. My initial counseling session is \$140.00. If I am a preferred provider with your insurance company, you will pay only the co-pay. I will bill your insurance for my portion of the fee. Otherwise, you will be expected to pay for the full fee. I also bill if you are using your EAP (employee assistance program benefits) so you do not pay.

In addition to weekly appointments, I charge \$90 for 50 minutes (unless other financial arrangements have been made) for other professional services you may need, though I will break down the cost if I work for periods of less than 50 minutes or prorate mutually agreed upon time and cost for services such as: report writing, telephone or electronic conversations lasting longer than 10 minutes in a week, attendance at meetings with other professionals you have authorized, 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 my professional time even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$175 per hour for preparation and attendance at any legal proceeding.

Contacting Me

Due to my work, I am often not immediately available by telephone. While I can be in my office between 10 am to 9 pm Monday - Friday and 10 am - 4 pm on Saturday, I let my answering machine answer my calls. I monitor my calls throughout the day. I will usually return your call in a few hours and/or on the same day with the exception of Sundays and holidays. In the event of an emergency related to your treatment with me, during the hours of 10 am to 5 pm Monday-Friday, call my answering machine at 503-873-3608 and please identify in your message that your call is urgent. If you feel you cannot wait for me to return your call or there is a delay in my ability to return your call, contact your primary care physician or the nearest emergency room and ask to speak with a mental health professional. In an emergency involving immediate risk to someone's safety or well-being, clients agree to go to the nearest hospital emergency room or call 911 without waiting for me to return the call. If I am unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

Legal Proceeding / Court Involvement

If you are involved in or anticipate being involved in legal or court proceedings, please notify me as soon as possible. It is important for me to understand how, if at all, your involvement in these proceedings might affect our work together. It is also important for you to know that I will not be a party to any legal proceedings involving 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. This prevents misuse of your treatment for legal objectives. In the event you require my testimony or involvement in non-adversarial aspects of legal/court proceedings I will do so only with your consent. I will be unable to disclose any information pertaining to other family members or parties involved in treatment

without their specific consent to disclose this information. A fee schedule will be applied, as outlined under Professional Fees.

Limits on 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 state law and/or HIPAA. With your signature on a proper Authorization form, I may disclose information in the following situations:

A. 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 identify 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 Counselor'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:

A. 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 law. I cannot provide any information without your (or your personal or 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.

B. If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.

C. If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.

D. If a client files a worker's compensation claim, he/she automatically authorized me to release any information relevant to that claim.

E. 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, 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 unusual in my practice.

A. If there is a child abuse investigation, the law required that I turn over my client'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.

B. If there is an elder abuse or domestic violence investigation, the law requires that I turn over my client'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.

C. If I believe that a client 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 client.

D. If I believe that I client presents a clear and substantial risk of imminent, serious harm to him/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

E. If I learn that harm has been done to a child, elderly person or disabled person, I will report that abuse as required by law.

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.

Professional Records

The laws and standards of my profession required that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others (for which I will provide you with an accurate and representative summary of your Record), 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. I am sometimes willing to conduct this review meeting without charge. In most circumstances, I am allowed to charge a copying fee of \$0.10 per page (and for certain other expenses). If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

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 and Parents

Parents of Minors under 14 years of age who are not emancipated 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, for children between 14 and 18, 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. 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 will discuss with the parent(s) and the minor that Oregon Law states it is against the law to have sex. If the minor (under 18) tells me he/she is having sex, I will need to report it.

Billing and Payments

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. I accept cash or checks at the time of our session. I accept Visa, Master-card, Discover and Debit cards through Pay-Pal prior to the session through my website: counselingbypaula.com.

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 may 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 be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

Due to the rising cost 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 them with information relevant to the service that I provide to you. If you have an Oregon insurance policy with the state law requirement that by accepting policy benefits, you are deemed to have consented to examination of your Clinical Record for purposes of utilization review, quality assurance and peer review by the insurance company, then I may provide clinical information to your insurer for such purposes. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or 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 databank. 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 about [unless prohibited by contract].

You are protected under HIPAA. This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending emails or faxing information), I will be careful to insure confidentiality. If you elect to communicate with me by email at some point in our work together, please be aware that emails are not completely confidential. All emails are retained in the logs of our or my internet service provider (ISP). While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider. Any email I receive from you, and any responses that I send to you, will be printed out and kept in your treatment record.

My policy if you are in couples therapy

If you and your partner decide to have some individual sessions as part of the couples therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and probably will be discussed in our joint sessions. Do not tell me anything you wish kept secret from your partner. I will remind you of this policy before beginning such individual sessions.

Your signature below indicates that you have read this agreement and agree to its terms and also serves as an acknowledgment that you have received the HIPAA Notice from described above.

Client or Legal Guardian Signature

Date

