

THErapy AGREEMENT

*This document is **THREE** pages long. Please read before we meet, but feel wait to sign this until we've discussed your questions in person. I look forward to working with you, and am confident that from my experience, clarifying these details before we begin is most helpful.*

CANCELLATIONS. I request a 48-hour notice for the initial meeting; 24-hour notice thereafter. I bill clients for sessions canceled with less notice unless the cancellation is for an *emergency* (illness, serious weather). Since I cannot bill insurance companies for missed appointments, payment *for the entire session* will be your responsibility when insufficient notice is given.

PAYMENT DUE: Payment will be expected each time we meet unless we have specifically made a different arrangement. I do not take credit cards. Cash or checks are acceptable.

LENGTH OF SESSIONS. Session length varies depending on the type of therapy being offered, so we can discuss that clearly before we begin. For the purpose of this document I'll state that I attempt to begin sessions on time but should I need to begin a session more than 5 minutes later than the arranged time, I'll make every effort to make up the lost time. Rarely that will not be possible. Please discuss this with me if you experience this to be a problem.

EMERGENCY COVERAGE. As a therapist in private practice, I cannot provide coverage 24 hours a day, 7 days a week. I am generally in my office Monday through Thursday, into the early evening. If you are having a particularly difficult time and need to reach me after hours, I'm sometimes available by phone at my home or cell phone until 8:00 pm. When unavailable, I will typically return your call within 24 hours unless I'm on vacation or away for the weekend. Please bring it to my attention if you're concerned that you may not have sufficient support for this policy.

INSURANCE COVERAGE shifts rapidly. It is your responsibility to understand what mental health coverage you have. Ultimately, it is up to you to keep track of policy changes (including mid-year), deductible amounts paid to date, and for paying each time we meet for sessions. Every time you receive a new insurance card, look carefully for any new changes, even subtle ones, e.g. look at the alpha prefix & the last 2 numbers of your personal ID number. Benefits change can change or run out *unbeknownst to you* even mid-year. This can be especially true with Medicaid.

Additionally, although this has yet to happen in my private practice, an insurance company may decide—many months after the fact—that they do not agree with the type of therapy being provided, & can demand that benefits already paid to me be refunded to them. If this were to occur, *you* would be responsible for the resultant outstanding bill. In summary, it is important that you remain aware changes that affect your coverage

MANAGED CARE: Your mental health benefits may be allotted to you only if my work is monitored via a utilization review process. In other words, your insurance company may insist on me providing details of your situation to a case manager. From that point on, I personally have no control over what the insurance company will do with this information. That said, at this point in my career, I generally do not participate in insurance plans that require managed care of the psychotherapy. So *always ask your company if the mental health coverage is managed, and if you find that your plan is such a plan, please bring it to my attention so I can help you make alternate arrangements for your therapy.*

CONFIDENTIALITY:

MANDATED REPORTING: I am a mandated reporter. Our communications in therapy are bound by confidentiality except if I determine that you are in danger of harming either yourself or harming someone else.

SUPERVISION: I consult with colleagues as needed about my work. Such consultations are bound by the same confidentiality guidelines as the sessions themselves.

Privacy within the context of Couples Therapy: In order to effectively offer therapy to a couple, I am not able to keep one person's information private from their partner. There are specific times when I *will* give one partner some time to become able to share something with their partner that they've shared with me.

Child Custody as pertains to couples therapy: Once I have worked with a couple, should there ever be a divorce, I will *not* testify in court for one partner against the other in child-custody cases.

Jean Pollock, MHC, NCC, Solar Hill, 229 Western Ave., Brattleboro, VT 05301 tel: 802-257-1047

COMMUNICATION AND TECHNOLOGY ISSUES

EMAIL and confidentiality: I have extensively explored the idea of offering an encrypted email service to my clients and have decided that is too complex and cumbersome for me to manage. The HIPAA ruling says that a covered entity" such as me, your therapist, is permitted to send clients unencrypted emails if I have advised you of the risk, and you still prefer to communicate this way.

(US Department of Health and Human Services, 2013).

What does this mean? You may elect to receive unsecured emails from me that, by the very nature of our professional relationship, will contain what is legally referred to as your **PHI, or Protected Health Information**, IF I have first informed

you of the risks of email and you still elect to receive emails. One way to think of this is that *you have the right to accept the risks of email* if you decide those risks are at a reasonable and appropriate level for your own confidentiality and comfort.

Because no computers are completely safe from theft, viral attacks or hacking, email is not considered a confidential form of communication. That said, many prospective clients choose to contact me initially through my website and therefore via email. Through that process, your information (PHI) has already been shared with me, by you, via email. **You can avoid this risk by phoning me.** Additionally, during our first meeting you must inform me (via this contract) as to whether you *want us to use email* to communicate as needed. The most common purpose of emails is to clarify appointment times and to receive assignments from me. As I was instructed in a personal conversation with HIPAA (Boston, 2012), as a sole proprietor of this private practice, I am to take reasonable means to protect my computers from hacking and viruses. The Billing computer is not mobile and, as such, resides in the office of the biller. The computers used by both myself and my biller are used by no one else but myself and my biller respectively, and are maintained regularly under contract with a professional service provider. This service includes the use of their best recommendation for malware and anti-virus programs.

A final note on emails: If you are using your **work** email account, consider whether you have concerns about your **employer** seeing any emails that we exchange (because work email accounts are sometimes monitored by employers). I'd strongly suggest you **do not** opt-in to using email with me if you have this concern.

*Do you want to exchange emails with me? If so, **opt-in** below with your signature. If you are a couple discuss this together before making this decision:*

*"Yes, I wish to **opt-in** to using emails to communicate with Jean Pollock, knowing that there are inherently risks to my privacy with this form of communication."*

_____ signature and date	_____ email	_____ Is this a work email address?
_____ 2 nd signature, if you are a couple) and date	_____ 2 nd person's email	_____ Is this a work email address?

TEXTING and Confidentiality: Some people are highly attached to text messaging but as I understand the HIPAA law, it is not considered as secure as email. I will NOT text you unless you specifically **opt-in** for that just below with your signature, and in any case, I will ONLY text info related to times/dates of meetings, and would encourage you to do the same. *If you are a couple discuss this together before making this decision:*

*Do you want to exchange TEXTS with me? If so, **opt-in** below with your signature. If you are a couple working with me, I'd suggest discussing this together before making this decision:*

*"Yes, I wish to **opt-in** to using TEXTS to communicate with Jean Pollock, knowing that there are inherently risks to my privacy with this form of communication. Jean will only agree to text dates and times of meetings."*

_____ signature and date	_____ phone number for texting
_____ 2 nd signature, if you are a couple, please) and date	_____ 2 nd person's phone number for texting

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SKYPE is not considered HIPAA compliant so should we decide to communicate in this manner we will use the HIPAA friendly VSEE program instead.

FAXing: I do not RECEIVE FAXs at this time. I DO FAX your PHI to your physicians and your health insurance company as the insurance company mandates, and re your physicians, as you and I decide is necessary and helpful to you. Faxing is considered a very safe way to deliver your PHI.

SOCIAL MEDIA: At this point in time I do not use Facebook. Should that change, please understand that I will not "friend" clients so as not to complicate the therapeutic relationship.

OTHER PRACTICE ISSUES

TAPE RECORDING. No tape recording will occur without your permission.

TREATMENT RECORDS. I keep records both in accordance of the ethical guidelines of my profession and the mandates of insurance companies. I consider these records, including all documents produced during the therapy hour, to be my property. Rarely, insurance companies will request a review of treatment records. Should this happen, I will notify you and give you a sense of information to be submitted to the them.

VACATIONS. I generally take 2 to 4 weeks of vacation each year. I will give advanced notice of vacations and will arrange back-up coverage with a qualified colleague for you if we decide that this would be helpful.

SIGNING this document indicates that I/ We have read the above, that I have been given an opportunity to ask questions & have had them answered to my satisfaction, & that I agree to accept these policies .

Client's signature & date

2nd Client's signature & date

Responsible adult signature if client is a
Minor, & date

Jean Pollock's signature & date

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