

Psychotherapy Services Agreement / Therapeutic Contract

Welcome to my practice. This packet contains two documents. The first document (The Agreement) contains important information about my professional services and business policies. The second document (The Notice) summarizes the Federal Health Insurance Portability and Accountability Act (HIPAA) and explains your rights with regard to the use and disclosure of your Protected Health Information (PHI). The law requires that I obtain your signature acknowledging that I have provided you with this information by the end of our first session. When you sign this document it will represent an agreement between us which you can revoke at any time unless I have taken action in reliance on it or your health insurer requires be to substantiate claims in process; or if you have not fulfilled your financial obligations to me.

Therapy Services and Client's Rights:

Psychotherapy can be a difficult as well as rewarding process. Since therapy often involves exploring unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, fear, loneliness, and helplessness. On the other hand therapy can often lead to better relationships, a reduction in feelings of distress, and solutions to specific problems – even when these solutions result in changes that were not originally intended. Change will sometimes come swiftly and easily, but more often it will be slow and sometimes frustrating. Because we will work toward your goals together, it is important that you inform me of any problems or difficulties that may arise for you.

You have the right to a confidential relationship with me. Within certain legal limits, information revealed by you during the course of treatment will be kept completely confidential and will not be revealed to any person without your written permission.

1. You have the right to know the content of your records at any time and I have the right to provide you with the complete records or a summary of their content.
2. If you ask me, I can release any part of your records on file to any person you specify. I will tell you when you make your request whether or not I think releasing that information to that agency or person might be harmful to you.
3. Under certain legally-defined situations, I have the duty to reveal information you tell me during the course of therapy to other persons or agencies without your written consent. I am not required to inform you of my actions if this occurs. These legally defined situations include:
 - a. Revealing to me actual or suspected abuse or neglect of a child, elder, or dependent adult. In addition, if an alleged perpetrator continues to be in contact with potential victims (children, elders, or dependent adults) and there is suspicion that the abuse continues.
 - b. If you seriously threaten harm or death to another person or their property, I am required to warn the intended victim as well as the appropriate law enforcement agencies.
 - c. If you are in therapy by order of the court, the results of treatment must be revealed to that court.
 - d. If a court of law issues a legitimate subpoena, I am required by law to provide the information specifically requested in that subpoena.
 - e. If you are in a lawsuit claiming emotional harm, the opposition may subpoena your therapy records.
 - f. If you seek reimbursement from your insurance, they may request review of your records at any time for any reason.
 - g. If a government agency requests information I may be required to provide it.
 - h. If you pose a serious threat to yourself, I may enlist your family members or others in an effort to protect you.
4. You have the right to ask questions about any of the procedures/techniques used during the course of your treatment.
5. You have the right to choose not to enter therapy with me, after our initial meeting(s) in which case I will provide you with names of other qualified professionals whose services you may wish to seek, if you like.
6. You have the right to terminate therapy with me without any financial, legal, or moral obligations other than those you'd already incurred. I have the right to terminate therapy with you under the following conditions:
 - a. When I believe that therapy is no longer beneficial to you.
 - b. When I believe that another professional could better serve you.
 - c. When you have not paid for the previous two sessions, unless special arrangements have been made with me.
 - d. When you have failed to arrive for your previous two sessions without 24-hour's notice.
 - e. If I determine within the first five sessions that I cannot help you, I will assist you in finding someone qualified, to the best of my ability. If you have given written consent, I will provide that individual with the information they request.
 - f. When you fail to cooperate with the proposed treatment.

If any of these situations apply, I will inform you of my decision and I will give you the names of other therapists for your future counseling needs.

In the case of my death or incapacitation, my trusted colleague Valorie de Lena will contact you to discuss what would be best for you at that time.

Fees:

The fee for a 50-minute therapy session is \$250. Sessions of other lengths are prorated. There is a \$60.00 charge for all checks returned by the bank. Fees are periodically reviewed and changed. You will be given a 60-day notice of any fee increase. In addition, time spent on your case including consultation with other health care professionals, telephone calls to or from you, and report writing may be billed at the above rate in ten-minute increments. Any legal related activity will be billed at the rate of \$360 per 60 minutes. You are responsible for full payment of all psychotherapeutic services and will be expected to pay at each session unless we agree otherwise. Defaulting on payment may result in your account being sent to a collections agency.

Insurance Reimbursement:

If you have a health insurance policy, it will often provide some coverage for your treatment. If requested, I will provide you with receipts / invoices which you may then submit to your insurance provider. This should help you receive the benefits to which you are entitled, however, you (not the insurance company) are responsible for full payment of my fees. It is very important that you clarify what mental health services your insurance policy covers. It should be understood that insurance companies and managed care organizations often require information about your treatment. You should be aware of what confidentiality you may have waived when you enrolled with them and what access to your records they may require for payment.

Cancellations:

The time I have for seeing clients is valuable and limited, therefore I must charge for your appointments if missed or canceled less than 24 hours in advance. Most insurance companies do not reimburse for missed sessions, so you would be personally responsible for paying this fee. It is your responsibility to contact your insurance company and discuss the specifics of your mental health benefits prior to your appointment.

Availability:

Sessions are by appointment. For phone contact, clients can leave a confidential voicemail message at 925-284-6987 and I will call you back at my earliest convenience. By signing below, you acknowledge your understanding that I am not available on a 24-hour basis. For situations that require immediate assistance, please leave me a message and call the Alameda Crisis Line at 1-800-309-2131. If you have a life-threatening emergency, call 911.

Signatures

I, _____ have read, understand, and agree to all of the above information, and give my permission to Sara L. Crain, MA, MFT to provide psychotherapy services to:

Myself (print name) _____

My Child (if applicable) _____

Signature _____ Date _____

(If a personal representative of the client signs the authorization, a description of the representative's authority to act for the patient must be provided below)

Therapist Signature _____ Date _____