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PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

Client Name

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 protections 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 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 psychologist and patient, 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. The treatment plan may include:

- _____ Individual therapy for your child
- _____ Parent sessions
- _____ Conjoint sessions (sessions with the child and parent/parents)
- _____ Adult individual therapy
- _____ Family therapy
- _____ Referral for additional services (Occupational Therapy, Speech Therapy, Medication Evaluation, Psychoeducation/Neuropsychological evaluation).

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.

If at any point during psychotherapy either of us assess that I am not effective in helping you reach therapeutic goals, I am obligated to discuss it with you and I, if appropriate to terminate treatment. In such a case, I will refer you to other individuals or clinics that may be of help to you. If at any time you want another professional's opinion or wish to consult with another therapist, I will assist you in finding someone qualified, and if you provide a written consent, I will provide the essential information needed. You have the right to terminate psychotherapy with me at any time.

SESSIONS

I normally conduct a diagnostic evaluation that will last from 3 to 5 sessions. During this time, we can both decide on the issues of concern and if I am the best person to provide the services that your child/family need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule sessions (frequency and duration based on the treatment goals developed from the diagnostic phase) at a time(s) we agree on. Once an appointment session is scheduled, you will be expected to pay for it unless you provide 24 hours [1 day] 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. [If it is possible, I will try to find another time to reschedule the appointment.]

PROFESSIONAL FEES

My hourly fee is \$_____ (However, in some circumstances, I may be willing to negotiate a fee adjustment.) It is customary to be paid each session; however other arrangements can be negotiated. Phone calls in excess of 10 minutes will be subject to fees charged in ¼ hour increments. If there has been no payment for more that 60 days and arrangements for payment have not been agreed upon, a collection agency or other legal means may be used to secure payment.

I will accept credit card payment for services. At the time a credit card payment is made, the card must be present. A copy will be made and secured under lock and key. For appointments that are missed or cancelled less that 24 hours in advance you authorize payment for the missed session on your credit card _____ (Initial for agreement of this provision)

CONTACTING ME

I am often not immediately available by telephone. When I am unavailable, my telephone is answered by voice mail that I monitor frequently. I will make every effort to return your call on the same day you make it with the exception of holidays and vacations (scheduled and discussed in advance). Since I am not immediately available, in the case of a true emergency, please call 911 and/or proceed to the nearest emergency room. If I am not available for an extended period of time, I will provide you with the name of a colleague to contact in case you need to consult a psychotherapist urgently.

SERVICE DELIVERY

Modalities of services delivered are on based treatment goals developed from the diagnostic process. In general there are several principles that underlay the approach to treatment.

*Children are not typically treated in isolation; therefore parent involvement is often part of the intervention plan. Sessions will be scheduled based on need and may either be conjoint (with the child) or separate in parenting sessions.

* This practice includes the use of nurturing touch for young children when appropriate to child's diagnosis and to promote eye-contact, shared attention and/or reciprocal interaction. Touch provided may include tickling, light and deep pressure touch and is directed by the child's experience of comfort. Suspended equipment (a swing) may be used as a means of providing deep pressure. Touch provided in the course of treatment is consistent with the goals of promoting in the child physiological regulation, comfort, stress reduction, reciprocal interaction and/or playfulness.

*Parents must accompany minors to and from sessions.

*Eye Movement Desensitization and Reprocessing (EMDR) may be used based on diagnostic findings. If EMDR is recommended, the specific risks and benefits will be discussed at that time and a separate consent will be obtained.

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 state law and/or HIPAA. But, there are some situations where I am permitted or required to disclose information without either your consent or Authorization:

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).

If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

If you are involved in a court proceeding and a request is made for information about the professional services that I have provided you and/or the records thereof, such information is protected by psychologist-patient privilege law. I cannot provide any information without your(or your legally-appointed representative's) written authorization, a court order, or compulsory process (a subpoena) or discovery request from another party to the court proceeding where that party has given you proper notice (when required) has stated valid legal grounds for obtaining PHI, and I do not have grounds for objecting under state law (or you have instructed me not to object). 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 pursuant to their legal authority, 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, I must, upon appropriate request, disclose information relevant to the claimant's condition, to the worker's compensation insurer.

If a patient uses health insurance HMO/PPO/EAP/MCO, disclosure of confidential information may be required by your health insurance carrier in order to process the claims. I will provide only the minimum necessary information. I have no control or knowledge over what insurance companies do with information that is submitted. You must be aware that submitting a mental

health invoice of reimbursement carries a certain amount of risk of confidentiality, privacy or future capacity to obtain health or life insurance.

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 knowledge of a child under 18 or I reasonably suspect that a child under 18 I have observed has been the victim of child abuse or neglect, the law requires that I file a report with the appropriate governmental agency, usually the county welfare department. I also may make a report if I know or reasonably suspect that mental suffering has been inflicted upon a child or that his or her emotional well being is endangered in any other way (other than physical or sexual abuse, or neglect). Once such a report is filed, I may be required to provide additional information.

Except in the case on an emancipated minor, I will disclose information to parents based on clinical judgment which will include safety concerns and attendance when deemed clinically relevant.

If I observe or have knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, the law requires that I report to the appropriate government agency. Once such a report is filed, I be may be required to provide additional information.

If a patient communicates a serious threat of physical violence against an identifiable victim, I must take protective actions, including notifying the potential victim and contacting the police. I may also seek hospitalization of the patient, or contact others who can assist in protecting the victim.

If I have reasonable cause to believe that the patient is in such mental or emotional condition as to be dangerous to him or herself, I may be obligated to take protective action, including seeking hospitalization contacting family members or others who can help provide protection.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

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.

ADDITIONAL LIMITATIONS OF CONFIDENTIALITY

Current technological changes have impacted the previously confidential nature of electronic communications. It is important that you understand these changes so you may make decisions about how we use those electronic communications between us.

1) It is important that you understand that the nature of the Internet is that any emails you send or receive that are not sent via encrypted portal (that Dr. Kessler can, at your request invite you to join, may also be intercepted by other people. Therefore, if you send me an email or if you ask me to respond to you about something via Gmail, AOL, yahoo or other non-encrypted email service, you must understand that it is not entirely confidential and may be intercepted by others.

2) Similarly, if you call me by cordless phone or cell phone, your conversation should not be considered to be entirely confidential because it may be able to be intercepted by others. If you have left a message for me and then retrieve your messages either by cordless phone or cell phone, the message that you hear from me may also be heard by others. I will not alter my responses to your calls, because it will not help you to have me censor those replies; however, if you want to protect the confidentiality of my messages on your phone services, you must retrieve them only from a land line and not by cordless or cellular phone.

3) Finally, there may be errors in transmission of faxed materials. Sometimes wires may get crossed or a fax may inadvertently be sent to the wrong number. If you should fax something to me, you must be aware that this kind of error is possible and that the information you send me may therefore not be confidential. Hereafter, if you communicate with me via any of these electronic media or if you want me to communicate with you through these media, I will understand that you have read this statement, understand its contents, and accept these conditions of communication.

I use a bill assistant to generate and track basic billing information. Only the billing assistant and I will have access to your billing records from which invoices are generated. The psychotherapy notes are NOT a part of this record.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Records 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. I am happy to discuss any of these rights with you.

This agreement provides that during treatment, I will provide parents with only general information about the progress of the treatment, and the patient's 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.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

ACKNOWLEDGING SIGNATURES

Patient Signature (13 years of age or older)

Date

Parent or Legal Guardian

Therapist Signature

Date

