



Patient Agreement

Welcome to my practice. This document (the Agreement) contains important information about my professional and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and 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 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 first 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.

Psychological Services: Psychotherapy is not easily described in general terms. It varies depending on the personalities of the therapist and patient and the particular problems you are experiencing. There are different therapeutic approaches, skills and methods I may use to deal with the issues you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for an active effort on your part.

In order for the therapy to be successful, you will have to work on things we talk about and practice learned skills during our sessions and at home. Therapy can offer a number of benefits, including new ways of understanding yourself and your relationships, finding a clearer path to identifying and achieving your goals, unblocking places you feel stuck, and improving your relationships and quality of life. Therapy may lead to decisions about changing jobs, homes, schools, partners, or other aspects of your life. But there are no guarantees of what you will experience. Therapy can also bring up memories of events that you may have been pushing away to protect yourself from uncomfortable feelings. During some parts of the therapy, feelings of frustration, anxiety, discomfort, depression, and other difficult emotions may arise. If any of these feelings or others not listed here are coming up for you, I strongly recommend that you bring them to the therapy so that we can process them together and find new ways of navigating what is coming up for you. Therapy is not a linear process, and sometimes the work can feel quick and painless, and even cathartic; other times, it may feel gradual and frustrating. If you are ever feeling stuck in the treatment, please let me know, so we can work together to understand what is feeling intimidating or uncomfortable and work towards a deeper understanding of your 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 like working with me is a good fit. Therapy involves a commitment of time, money, and energy, so you should be very careful and particular about the therapist you select. If you have any questions about my procedures or approaches, I am open to discussing them whenever they arise. If your doubts persist, I will be happy to provide referrals to another mental health professional.

Clinical Sessions: I normally conduct an intake evaluation that will last from 2-3 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. The initial intake appointment is 50 minutes and subsequent individual therapy sessions are typically 45 minutes. Once an appointment hour is scheduled, you will be responsible for payment at the time of service. It is important that you are aware that insurance companies do not provide reimbursement for cancelled or missed sessions. My cancellation and missed appointment fee will be applied if you do not provide 48 hours advance notice of cancellation.

Contacting Me: Due to my work schedule, I am often not immediately available by phone, as I will not answer the phone when I am in session. When I am unavailable, my telephone is answered by voicemail, which I monitor daily between Monday and Friday. If you leave me a voicemail, I will make every effort to return your call within 24 hours. You should be aware that I usually do not check voicemail on weekends or holidays. If you are difficult to reach, please inform me of some times when you will be available.



In the event of a clinical emergency or if you feel unsafe and you are unable to reach me and feel that you cannot wait for me to return your call, you should call 911 and/or proceed to your nearest emergency room, where psychiatric emergency services should be available. If I will be unavailable for an extended period of time, I will provide you with the name of a covering colleague to contact, if needed.

Professional Fees: My fee for an initial 60 minute intake session is **\$200.00**. Thereafter, my fee is **\$175.00** for each 55-minute individual therapy session. If the work you and I do requires professional out-of-session time that exceeds the occasional limited, brief phone call or correspondence and that are requested by you, a fee for such time and services will need to be negotiated. My hourly fee is otherwise \$175.00, which is the fee I charge for other professional services you may need, although I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, preparation of records or treatment summaries, consulting with other professionals with your permission, and 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 all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. I may raise my rates on an as needed basis depending upon my overhead and business costs. I will inform you of this increase and we will have an opportunity to talk about fee increases and how they impact any feelings you have about the treatment.

Possible Additional Fees: In the event of a returned or unpaid check, you will be charged the fee equivalent to what the bank charges me.

Cancellation and Missed Appointment Policy: I require **48-hour notice** prior to the appointment time for cancellations. A cancellation fee for the full cost of the session will be charged if 48-hour notice is not provided. You will be responsible for paying the cancelled or missed appointment fee at or before our next session.

Termination of Therapy: If you feel ready to end therapy, I recommend giving a minimum of two sessions to provide closure to the process. It can be a significant experience to terminate a therapeutic relationship, and this allows us time to process the transition and the feelings that may come up around discontinuing therapy. We will also talk about how you will know whether you need to return to therapy for "check ins". I am also happy to provide referrals for other therapists or providers should you feel that a different style of therapy is needed and wish to terminate for that reason. If, during our work together, I feel as though my skills and expertise are not benefiting you, I will give you referrals to other clinicians, and offer an opportunity to process the feelings that may arise around our discontinuing therapy. If finances and affordability are a limiting factor and we cannot come to a mutually agreeable fee, I will provide you with referrals to other clinics and clinicians. Failure to pay fees on time or missing 2 or more sessions without 48-hour notice may also result in termination of therapy until such time as services are paid.

Billing and Payments: You will be expected to pay for each session at the time it is held (i.e., at the time services are rendered. If you incur a cancellation or missed appointment fee, this must be paid promptly, and at least prior to your next scheduled appointment. If you have more than three unpaid sessions and you are unable to pay your bill, we may stop treatment until the bill is paid, or make other arrangements for your treatment.

If you have a PPO insurance or use out-of-network benefits that reimburses you for psychotherapy, upon request I will provide you with a monthly statement to submit to your carrier for reimbursement. You will pay my full professional fee (\$200 for initial session \$ 175 for follow up sessions) directly to me, and submit a statement to your insurance company for reimbursement.

Insurance Reimbursement: In order for us to set realistic treatment goals, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. As a client, you (not your insurance company) are responsible for full payment of my fees and it is your responsibility to stay informed and keep me informed of any and all insurance coverage that you have, even and especially any secondary coverage you or a partner might possess. It is also your responsibility to inform me of and any changes made to your insurance or plan as soon as you know them.

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 or behavioral health services. If



you have questions about the coverage, call your plan administrator. I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. Due to rising costs 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 see approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients 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 it with information relevant to the services that I provide you. I am required to provide a clinical diagnosis. 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 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 issues described above.

Limits on Confidentiality: The law protects the privacy of communications between a patient and a therapist. 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 the Health Insurance Portability and Accountability Act (HIPAA). There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities as follows:

- I value professional development and want to make sure you are getting the best care. As a result, 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. 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).
- You should be aware that I may employ administrative staff and, in most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All staff members I employ will be given training about protecting your privacy and will agree not to release any information outside of the practice without my permission.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where a clinician is permitted or required to disclose information without either consent or Authorization:

- 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 therapist-patient privilege law. I cannot provide any information without your (or your 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.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.

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



- If a patient files a worker's compensation claim, I must, upon appropriate request, provide appropriate information, including a copy of the patient's record, to the patient's employer, the insurer or the Department of Worker's Compensation.

As a mandated reporter, there are some situations in which I am legally obligated to take action and reveal some information about a patient's treatment in order to protect the patient and/or others from harm.

- If I have reasonable cause to believe that a child under age 18 is suffering physical, sexual or emotional abuse resulting in harm or substantial risk of harm to the child's health or welfare, the law requires that a report be filed with the Department of Children and Families. Once such a report is filed, I may be required to provide additional information.
- If I have reason to believe that an elderly or handicapped individual is suffering from abuse, (including financial exploitation) the law requires that a report be filed with the Department of Elder Affairs. If I have reason to believe that a mentally or physically disabled individual is suffering from or has died as a result of a reportable condition (which is defined as a serious physical or emotional injury resulting from abuse and includes non-consensual sexual activity), the law requires that I report to the Disabled Persons Protection Commission and/or other appropriate agencies. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates an immediate threat of serious physical harm to an identifiable victim or if a patient has a history of violence and the apparent intent and ability to carry out the threat, therapists are required to take protective actions. These actions may include that the patient write a safety contract, notifying the potential victim, contacting the police, and/or seeking hospitalization for the patient.
- If a patient threatens to harm himself/herself, therapists are obligated to request a patient to sign a safety contract, to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

If such situations arise, I will make every effort to fully discuss it with you before taking any action and I will limit the 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. In situations where specific advice is required, formal legal advice may be needed.

Professional Records: You should be aware that, pursuant to HIPAA, I may keep Protected Health Information about you in two sets of professional records. The set of records which I am required to maintain constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier.

You may examine and/or receive a copy of your Clinical Record if you request it in writing unless I believe that access to it would endanger you. In those situations, you have a right to a summary and to have your record sent to another mental health provider or your attorney. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that if you request to examine them, you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents.

In addition, I may also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of the Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of the Psychotherapy Notes unless your therapist determines that it would adversely affect your well-being. In



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that case you have a right to a summary or to have your record sent to another mental health provider or your attorney.

Patient 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 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 & Parents: Patients under 18 years of age (who are not emancipated) and their parents should be aware that the law allows parents to examine their child's treatment records, unless I believe this review would be harmful to the patient and their treatment. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, 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 their 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 the concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections the client might have.



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Your signature below serves as acknowledgment that you have received the HIPAA notice form described above. Your signature also indicates that you have read the information in this Practice Agreement and agree to its terms.

Name of Patient (Print) _____

Signature of Patient _____ Date _____

Name of Therapist (Print) _____

Signature of Therapist _____