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## **PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT**

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Client Name(s)

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.

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 fee per clinical hour (45 minutes) is \$\_\_\_\_\_. If we need to meet longer than usual, I will charge accordingly. In addition to sessions in the office, I charge the same hourly rate for other professional services you may need such as school visits, team meetings, report/letter/written treatment summaries, etc., though I will prorate the hourly cost if I work for periods for less than one clinical hour. 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 1/4 hour increments.

### *BILLING AND PAYMENTS*

You will be expected to pay for each session at the time it is held, unless we have agreed otherwise. [In circumstances of financial hardship I may be willing to negotiate a fee adjustment or payment installment plan.]

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 than 24 hours in advance you authorize payment for the missed session on your credit card \_\_\_\_\_ (Initial for agreement of this provision)

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure payment. This may involve hiring a collection agency or going through small claims court. [If such legal action is necessary, its costs will be included in the claim.] In most collection situations, the only information I will release regarding the patient's treatment is his/her name, the dates, times and nature of services provided, and the amount.

If you become involved in legal proceedings that require my participation, you will be expected to pay for any professional time I spend on your legal matter, even if the request comes from another party. [I charge \$500 per hour for professional services I am asked or required to perform in relation to your legal matter. This includes preparation time. I also charge a copying fee of \$.50/page for records requested plus a \$50 record retrieval fee.]

### *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.

### ***INSURANCE REIMBURSEMENT***

In order for us to set realistic treatment goals and priorities, It is I important to evaluate the resources you have available to pay for your treatment. I am a “fee for service” provider and therefore am not on any insurance panel. Therefore, it is very important that you find out exactly what “out of network” 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 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.

If you choose to submit for reimbursement, I will provide you with an invoice that has the information you well need to complete the forms for your insurance company. Please be aware that most insurance companies require your clinical diagnosis be included on any reimbursement form. Sometimes your insurance company request I submit additional clinical information, such as treatment plans, progress notes or summaries, or copies of the entire record (in rare cases). This information will become pat of the insurance company files. Although all insurance companies claim to keep such information confidential, I have not 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 records I submit if you request it.

***You understand that, by using your insurance, you authorize me to release such information to your insurance company. I will try to keep that information limited to the minimum necessary.***

It is important to remember that paying for services yourself, without the use of insurance, avoids the problems described above

### ***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.

DBT Specific:

\_\_\_\_ Individual therapy based on DBT principles and practice

\_\_\_\_ Individual Comprehensive DBT

\_\_\_\_ DBT Skills Only, as adjunct to clinical care provided by another treating clinician. In this case, I work in collaboration with the treating clinician who is responsible for overall treatment. (Exchange of information and statement of responsibility must be signed and in place).

\_\_\_\_ Couples DBT (The only therapeutic communication will be limited to in-session. No confidentiality will be held by therapy between partners. Any communication outside sessions is limited to skills coaching only.). If additional support is needed, individual therapy with another therapist will be required.

I am often not available immediately by telephone. Though I am usually in the office between 9am and 9pm, I won't answer the phone when I am with a patient. When I am unavailable, my telephone is answered by voicemail that I monitor frequently. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest

emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact if necessary

#### *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. Ordinarily, I will not tell you about these consultations unless I believe that it is important to our work together.
- If I believe a patient is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, I may be obligated to seek for him/her or to contact family members or others who can help provide protection. In a similar situation occurs on the course of our work together, I will attempt to fully discuss it with you before taking any action.
- In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some legal proceedings a judge may order my testimony if he/she determines that the issues demand it, and I must comply with the court order.
- 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 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.
- 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 may be required to provide additional information.

#### *TECHNOLOGY LIMITATIONS OF CONFIDENTIALITY*

In order to maintain clarity regarding our use of electronic modes of communication during your treatment, I have prepared the following policy. This is because the use of various types of electronic communications is common in our society, and many individuals believe this is the preferred method of communication with others, whether their relationships are social or professional. Many of these common modes of communication, however, put your privacy at risk and can be inconsistent with the law and with the standards of my profession. Consequently, this policy has been prepared to

assure the security and confidentiality of your treatment and to assure that it is consistent with ethics and the law.

If you have any questions about this policy, please feel free to discuss this with me.

### **Email Communications**

I use email communication and text messaging only with your permission and only for administrative purposes unless we have made another agreement. That means that email exchanges and text messages with my office should be limited to things like setting and changing appointments, billing matters and other related issues. If you need to send me information over email, please use the link provided on my webpage on the **contact** page to send an encrypted email or use [debra@drdebrakessler.com](mailto:debra@drdebrakessler.com) as an email address that is connected via G-Suite which is encrypted. Otherwise, please do not email me about clinical matters because email is not a secure way to contact me. If you need to discuss a clinical matter with me, please feel free to call me so we can discuss it on the phone or wait so we can discuss it during your therapy session. The telephone or face-to-face context simply is much more secure as a mode of communication.

### **Text Messaging**

Because text messaging is a very unsecure and impersonal mode of communication, I do not text message to nor do I respond to text messages from anyone in treatment with me. So, please do not text message me unless we have made other arrangements for communication through an encrypted platform.

### **Telehealth**

Telehealth services can be provided via a HIPAA compliant platform to secure your privacy. When this is deemed as the appropriate treatment forum, please refer to and complete the separate Telehealth Consent.

### **Social Media**

I do not communicate with, or contact, any of my clients through social media platforms like Twitter, Facebook or LinkedIn. In addition, if I discover that I have accidentally established an online relationship with you, I will cancel that relationship. This is because these types of casual social contacts can create significant security risks for you.

I participate on various social networks, but not in my professional capacity. If you have an online presence, there is a possibility that you may encounter me by accident. If that occurs, please discuss it with me during our time together. I believe that any communications with clients online have a high potential to compromise the professional relationship. In addition, please do not try to contact me in this way. I will not respond and will terminate any online contact no matter how accidental.

### **Websites**

I have a website that you are free to access. I use it for professional reasons to provide information to others about me and my practice. You are welcome to access and review the information that I have on my website and, if you have questions about it, we should discuss this during your therapy sessions.

### **Web Searches**

I will not use web searches to gather information about you without your permission. I believe that this violates your privacy rights; however, I understand that you might choose to gather information about me in this way. In this day and age there is an incredible amount of information available about individuals on the internet, much of which may actually be known to that person and some of which

may be inaccurate or unknown. If you encounter any information about me through web searches, or in any other fashion for that matter, please discuss this with me during our time together so that we can deal with it and its potential impact on your treatment.

Recently it has become fashionable for clients to review their health care provider on various websites. Unfortunately, mental health professionals cannot respond to such comments and related errors because of confidentiality restrictions. If you encounter such reviews of me or any professional with whom you are working, please share it with me so we can discuss it and its potential impact on your therapy. Please do not rate my work with you while we are in treatment together on any of these websites. This is because it has a significant potential to damage our ability to work together.

I may 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 when requested to do so. 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 (Partner 1)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patient Signature (Partner 2)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Therapist Signature

\_\_\_\_\_  
Date