# Linda J. Dunphy, LICSW, LADC I Consent to Treatment and Office Policies

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This document contains important information about my professional services and business practices. Although the documents in the intake packet are long and sometimes complex, it is important that you read them carefully before our first session. We can discuss any questions that you have about these policies either prior to meeting, or at our initial session.

When you sign this document, it represents an agreement between us. You may revoke this agreement at any time by notifying me in writing. That revocation will be binding on me unless I have already taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

## **Counseling Services**

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life.

However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. However, there are no guarantees I can make concerning the outcomes that you may experience. The first 2-4 sessions of therapy typically involve a comprehensive evaluation of your needs. By the end of that time, and in collaboration with you, we should be able to agree on what the focus of treatment will be, and how we will go about achieving your goals for treatment. I also encourage all of my clients to take this time to evaluate if working with me feels like a good 'fit' for them.

## **Contacting me**

I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voice mail (508-443-1443), and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If you are experiencing an emergency please call 911 or go to your local hospital emergency room.

#### Late Cancellations & Missed Appointments

If you need to cancel or reschedule a session, I ask that you provide me with 24 hours notice. If you miss a session without canceling, or cancel with less than 24 hour notice, my policy is to collect the amount of \$50 for a missed session [unless we both agree that you were unable to attend due to circumstances beyond your control]. This fee is waived if we are able to reschedule your appointment within the same week, however, I can not guarantee that an alternative time will be available. It is important to note that insurance companies do not provide reimbursement for canceled sessions.

#### **Professional Fees & Insurance**

In order for us to set realistic treatment goals and priorities, it is important that we are both aware and respectful of the resources you have available to pay for your treatment. If you have health insurance, it typically provides some coverage for mental health treatment. You are responsible for knowing your coverage and for letting me knowif/when your coverage changes. Most health insurance include cost sharing that requires you to pay a percentage of the fee (which is called co-insurance) or a flat dollar amount (referred to as a co-payment). Co-payments are due at the time that services are provided.

In addition, some insurance companies also have a deductible, which is an out-ofpocket amount, that must be paid by the client before the insurance company will begin paying any amount for services. This may mean that you will be responsible to pay for sessions with me until your deductible has been met; the deductible amount may also need to be met at the start of each calendar year.

By signing this Agreement, you agree that I can provide information required blf I am not a participating provider for your insurance plan (often referred to as an 'in network provider', than I will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, I will do my best to refer you to a colleague.

y your our insurance carrier in order for them to reimburse me for services provided.

By signing this Agreement, you agree that I can provide requested information to your insurance carrier if you plan to pay with insurance.

If I am not a participating provider for your insurance plan, I will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, I will do my best to refer you to a colleague.

It is my policy to ask my clients to provide a credit card at the time of intake, for the purpose of billing any costs not covered by insurance. By signing this document, you are assenting to accept financial responsibility for any costs associated with your care that are not covered by your health insurance and grant me permission to charge your credit

card after each visit for any co-payments, deductibles, co-insurance or other amounts not covered by your health insurance. If you do not have a credit card, or do not wish to have a credit card on file, please make other arrangements to meet this obligation.

# Confidentiality

In order for therapy to be successful, it is necessary to safely reveal private, sensitive information to your provider about yourself in the course of treatment. I am both legally and ethically bound to keep all of this information strictly confidential. The law protects the privacy of all communications between a client and a clinical provider. 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 HIPAA (The Health Insurance Portability and Accountability Act).

If a client 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:

o If you disclose that a child or an elderly person is being sexually or physically abused, it must be reported to the proper authorities.

o If you are a danger to yourself or someone else, I must do whatever is necessary to protect you and/or the other person. The other person would have to be warned and the police notified.

o In legal proceedings, the courts usually respect your rights to confidentiality in the therapeutic relationship, and I am ethically bound to protect that right when testifying in legal or administrative proceedings. However, a judge could court order me to testify in certain situations, such as a contested custody proceeding in a divorce and, under these circumstances, we must do so.

o If a government agency is requesting the information for health oversight activities, I may be required to provide it.

o If a client files a lawsuit against me, I may disclose relevant information regarding the client in order to defend myself.

It is my practice, whenever possible; to discuss any imminent breaches of confidentiality with my clients before taking any action and I will limit my disclosure to the minimum necessary.

# **Other Rights**

If you are unhappy with what is happening in therapy, I hope you will talk with me so that I can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You may also request that I refer you to another therapist and are free to end therapy at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about my specific training and experience.

## **Professional Records and Patient Rights**

The laws and standards of my profession require that I keep Protected Health Information (PHI) about you in your Clinical Record. HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information.

Prior to becoming a client you will be asked to sign this disclosure and the separate document specific to privacy and HIPPA protections in regards to electronic communications. These would be provided to you via my secure client portal prior to our first meeting.

Should I not have any communication with a client for a period of 3 weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued for that time, and discharge that client from my practice. However, it is not unusual for clients to move in and out of counseling

\* over time, and under most circumstances, a client is welcome to return to my practice at any time in the future.