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Therapy Agreement

Welcome! This document is considered the Patient Therapy Agreement, which contains important information about my professional and business policies. This document 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 child's protected health information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you, as the child's parent or guardian, 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 child's personal health information in greater detail. The law requires that I obtain your signature, as the parent or guardian, acknowledging that I have provided you with this information at the end of the first session (the intake session). Although these documents are long and may seem complex, it is very important that you read them carefully before the intake session with you and your child. We can discuss any questions you have about the procedures during the intake session. Once signed, this document will also represent an agreement between us.

Psychological Services: Psychotherapy varies depending on the therapist, the patient, and the particular problems the patient may be experiencing or facing. There are different therapeutic approaches, skills, and methods that I may use to support your child. Psychotherapy is different from a visit with a medical doctor because there is active participation on the part of your child (and up to date communication and collaboration with parents/guardians). In order for the therapy to be successful, your child will have to acknowledge issues/concerns and practice learned skills during our sessions, at home, and possibly at school. The benefits of therapy may include improved self-awareness, improved self-esteem, and achievement of goals. Unfortunately, I am not able to make any guarantees for your child. Therapy may also involve dealing with strong, difficult, or uncomfortable feelings. Therapy may bring about feelings of frustration, anxiety, discomfort, depression, and other difficult emotions. If any of these feelings (or others not listed here) are coming up for your child at home, at school, or in social situations, I strongly recommend that you encourage your child to bring them to therapy, so that we can process them together. Depending on the developmental level of your child, it may be difficult for him/her/them to verbalize these issues, so I urge you to communicate and collaborate with me on what you are seeing at home or what teachers/counselors are seeing at school. Please understand that therapy is not a linear process. Your child and I may quickly resolve certain issues, while other issues may take more time and may feel more frustrating for your child. If your child appears "stuck" or unable to resolve an issue, then please communicate that with me. Our first few sessions will involve an evaluation of your child's needs. By the end of that evaluation period, I will be able to offer you some first impressions of what our work will

include and a treatment plan to help your child follow. 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 a referral for your child to another mental health professional.

Clinical Sessions: I will conduct a 60-minute intake evaluation as the first session and then continue to gather information over the course of the next three sessions. We will use these sessions to decide if I am the best person to provide the services your child needs in order to meet treatment goals. The initial intake appointment is 60 minutes and subsequent individual therapy sessions are typically 45-50 minutes. Once an appointment hour is scheduled, you will be responsible for payment at the time of service (automated payments will be set up in the HIPPA approved client portal). Please note 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: There are times when I am not available immediately by phone, due to my work schedule (I do not answer my phone during scheduled sessions). When I am unavailable, my telephone will be answered by voicemail. If you leave me a voicemail, I will return your call within 24 hours on Monday through Friday. Please note that it may take me 48 hours to return your call on Saturday, Sunday, or holidays. In your message, please inform me of some times when you will be available. In the event of a mental health emergency for your child or if you feel you cannot keep your child safe and you are unable to reach me immediately, you should call 911 and/or proceed to your nearest emergency room, where psychiatric emergency services will be available. You may also contact Riverside Emergency Services (located in Norwood, 1-800-529-5077) for a psychiatric evaluation of your child, either in their office, in your home, or in the emergency room.

Professional Fees: My fee for an initial 60-minute intake session is \$200.00. Thereafter, my fee is \$175.00 for each 45-minute individual therapy session. If the work your child and I do requires professional out-of-session time that exceeds the occasional and limited, brief phone call or correspondence, then a fee for such time and services will need to be negotiated, per your request. My hourly fee is \$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 your child becomes 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 (\$175) will be charged if 48-hour notice is not provided. You will be responsible for paying the canceled or missed appointment fee at or before our next session.

Termination of Therapy: If you feel ready to end therapy for your child, 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 your child and I time to process the transition and the feelings that may come up around discontinuing therapy. We will also talk about how you and your child 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 your child, 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 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 two 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 PPO insurance or use out-of-network benefits that reimburse you for psychotherapy, upon your 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 the initial intake session and \$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 child’s treatment. If you have a health insurance policy, it will usually provide some coverage for mental health/behavioral health treatment. As the parent/guardian, 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, so I can continue to provide you with a detailed invoice of the services I provide to your child. 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 am required to provide a clinical diagnosis of your child to your insurance company, in order for you to receive reimbursement. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, and in some cases, copies of your entire clinical record. In such situations, I will make every effort to release only the minimum information about your child 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 they obtain the information. 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 insurance carrier, if needed. It is important to remember that you always have the right to pay for my services yourself, without seeking reimbursement, 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 child's 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 your child is 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 your child's identity. The other professionals are also legally bound to keep the information confidential. I will note all consultations in your child's 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 once I begin seeing patients in person 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 you and your child's 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 your child is involved in a court proceeding and a request is made for information concerning your child's 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 a government agency is requesting the information for health oversight activities, I may be required to provide it for them. If a patient/parent/guardian files a complaint or lawsuit against me, I may disclose relevant information in order to defend myself.
 - 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 (as developmentally appropriate), 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 (as developmentally appropriate), to seek hospitalization for him/her, and/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 and your child 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 in the intake session 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 your child in two sets of professional records. The set of records which I am required to maintain constitutes your child's Clinical Record. It includes information about your reasons for seeking therapy for your child, a description of the ways in which your child's problem(s) impacts their life, your child's diagnosis, the goals that we set for treatment, your child's progress towards those goals, your child's medical and social history, your child's 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 child's Clinical Record, if you request it in writing, unless I believe that access to it would endanger you or your child. In those situations, you have a right to a summary and to have your child's 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. Additionally, I may also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing your child with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of my conversations with your child, my analysis of those conversations, and how they impact on your child's therapy. They also contain particularly sensitive information that your child may reveal to me that is not required to be included in your child's Clinical Record.

These Psychotherapy Notes are kept separate from your child's Clinical Record. While insurance companies can request and receive a copy of your child's 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.

Patient Rights: HIPAA provides you with several new or expanded rights with regard to your child's Clinical Record and disclosures of protected health information. These rights include requesting that I amend your child's Record, requesting restrictions on what information from your child's Clinical Record is disclosed to others, requesting accounting of most disclosures of protected health information that you have neither consented to nor authorized for your child, 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.

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 or Parent/Guardian

Date

Melissa M. Wilson, LMHC

Name of Therapist (Print)

Melissa M. Wilson

Signature of Therapist