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COUPLES CONSENT TO TREATMENT & SERVICES

Welcome to my practice! This document 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 purposes of treatment, payment, and health care operations. HIPAA requires that I provide you with a New York Notice Form (see attached) that 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. Although these documents are lengthy and complex, it is very important that you read them all before our first session. Please note any questions you may have so that we can discuss them further. After reading this Consent to Treatment & Services Agreement, your signature indicates a binding Agreement between us. You may revoke this Agreement in writing at any time.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and client, and the particular problems you discuss. There are many different methods I may use to help you with the problems that you want 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 between visits.

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 worry. On the other hand, psychotherapy has also been shown to have powerful benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, significant reductions in feelings of distress, and an improved sense of wellbeing. But there are no guarantees of what you will experience. Also, please be aware that you may withdraw from treatment at any time but if you decide to terminate treatment, it is important to discuss that with me first.

COUPLES THERAPY SESSIONS

Couples therapy is more effective when both individuals in the partnership attend appointments in a consistent manner. I will generally meet with you on a weekly basis for approximately 45 minutes, which is recommended for effective progress and growth. The frequency of sessions/length of session time may be changed as mutually decided and clinically relevant to better meet your needs and goals.

Shared Information: If you or your partner shares information with me in private, I will encourage you to share this information voluntarily to your partner in our session. If you do not share this information, I will need to share this information in order to preserve my neutral position in our therapeutic relationship.

If, for whatever reason, only one partner shows up to the session, for the sake of the neutrality and symmetry of the therapy, ***I will not conduct an individual session***. I apologize in advance for the inconvenience, but it is important that I, as your therapist, maintain neutrality and objectiveness in the couples' counseling relationship. It is, nonetheless, expected that ***the full session fee for the session will be paid***.

PROFESSIONAL FEES

Psychotherapy/Counseling

My fee is **$150 for an initial 60-minute evaluation and $125 per 45-minute session** unless otherwise specified and mutually agreed upon. I will expect you to pay for each session by cash or check at the beginning of each meeting. In circumstances of financial hardship, I may be willing to negotiate a fee adjustment or installment payment plan. I can provide you with a receipt for all payments made. You are responsible for coming to your sessions on time and at the time we have scheduled. If you are late, we will end on time and not run over into the next client's session.

Missed Appointment/Cancellation Fees

Missed appointment fee: If you do not cancel and do not show for an appointment, you will be expected to pay the **regular session fee**.
Cancellation without 48 hour advanced notice: **$150 for 60-minute appointment; $125 for 45-minute sessions** [unless we both agree that you were unable to attend due to circumstances beyond your control]. There is no fee for cancelling at least 48 hours in advance.

Please understand that this appointment time has been reserved for you and it is very likely that another client would have liked to have that appointment had they known it was available. I cannot keep my practice viable if I do not enforce this policy. Therefore, if you miss an appointment or fail to provide at least 48 hours advance notice as outlined in this section you must pay for the missed appointment at your next visit or additional appointments will not be scheduled.

Forensic/Legal Services

Because of the difficulty of legal involvement, I charge $300 per hour for preparation and attendance at any legal proceeding. Additionally, any services rendered as part of a legal proceeding, such as disability hearings, expert witness testimony, or divorce/custody proceedings are billed at the rate of $300 per hour. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party.

INSURANCE REIMBURSEMENT

All services are self-pay and I do not accept insurance as a form of payment. Therefore, all fees are expected to be paid in full at the time the service is rendered. Some insurance policies include coverage for "out of network" care. If so, I will provide you with any necessary documents, forms or other information needed for you to submit to your insurance company for possible reimbursement. However, please be aware that most insurance companies require you to obtain prior authorization for mental health services and may not reimburse for services they have not authorized. Additionally, most insurance providers require me to provide them with a clinical diagnosis in order for you to receive reimbursement. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files. I will never release any information to your insurance company without your consent. 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 the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it.

BILLING AND PAYMENT

If your account has not been paid for more than 30 days with payment and suitable arrangements for payment have not been made, I will charge a monthly account fee of $25 for each month it is overdue. I also have the options of using a collection agency or using legal means to secure payment, which may adversely affect your credit rating. If such legal action is necessary, the costs of bringing that proceeding will be included in the

claim. I will inform you prior to sending your information (usually name, nature of services provided, and amount due) to another source (such as a collection agency or lawyer). A fee of $35 will be assessed for returned checks to cover insufficient funds bank fees.

CONTACTING ME

To reach me, call 716.778.4096. If I am unavailable, leave a message with your name, phone number, and the best times to reach you. I will do my best to return your call in a timely manner. If I know that I will be out of town for an extended period of time and will be unable to return calls, I will notify you of this in advance. I do not have an after-hours answering service and do not provide emergency services. If you are in crisis you should call 911, your family physician or psychiatrist, or Niagara County Crisis Services at 716-285-3515 (a 24-hour crisis hotline with trained staff that can talk to you about the crisis and refer you to help).

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of the records unless I believe that seeing them would be emotionally damaging, in which case I will be happy to send them to a mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. I recommend that you review them in my presence so that we can discuss the contents. Clients will be charged an appropriate fee for any time spent in preparing information requests.

MINORS

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agree to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. I will also provide them with a summary of your treatment when it is complete. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss. [At the end of your treatment, I will prepare a summary of our work together for your parents, and we will discuss it before I send it to them.]

CONFIDENTIALITY

In general, the privacy of all communications between a patient and a psychologist is protected by law, and I can only release information about our work to others with your written permission. But there are a few exceptions.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, **a judge may order my testimony** if he/she determines that the issues demand it.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient's treatment. For example, if I believe that a **child [elderly person, or disabled person] is being abused,** I may be required to file a report with the appropriate state agency.

If I believe that 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 hospitalization for him/her or to contact family members or others who can help provide protection.

These situations have rarely occurred in my practice. If a similar situation occurs, I will make every effort to fully discuss it with you before taking any action.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is 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.

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 at our next meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Record. Please see the attached New York Notice Form for a listing of your rights.

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

I, _____, voluntarily request treatment from Bernadette Peters, Ph.D. I have read the above Consent to Treatment and Services Agreement and I fully understand and agree with its terms. My signature indicates that I agree to abide by the terms of this Agreement during our professional relationship and that I have received the HIPAA New York State Notice Form that is attached to this Agreement.

_____ _____

Signature of Client/Guardian Date

_____

Printed Name of Client/Guardian

_____ _____

Signature of Client/Guardian Date

_____

Printed Name of Client/Guardian

_____ _____

Bernadette Peters, Ph.D. Date