

Lisa Mahoney Counseling

OUTPATIENT THERAPY AGREEMENT

Welcome to my practice. This document contains important information about my services and policies. The Agreement also contains 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, which has been offered to you, explains HIPAA and its application to your PHI in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at or before the end of our first meeting. Although these documents are long and sometimes complex, it is very important that you read them carefully. When you sign this document, it also represents an agreement between us. You may revoke this Agreement in writing at any time. If you revoke your consent agreement, please understand that information may have already been exchanged based upon permission you had given prior to revoking the release. However, from the date of the revocation, we will not exchange further information other than to fulfill obligations binding upon your health insurance contract, or related to any unpaid balance you may have.

COUNSELING SERVICES

Lisa Mahoney Counseling provides individual and family therapy. Therapies may include cognitive-behavioral therapy (CBT), counseling, stress management, education, and possible collaboration with your other healthcare providers. Treatment might include one or more therapies, depending on your needs

Benefits and risks. Counseling or psychotherapy can have benefits and risks. People are often able to improve their mood, outlook, and functioning. Since therapy sometimes involves discussing or working with unpleasant aspects of your life, you may at times experience uncomfortable feelings. There are no guarantees of what you will experience.

Cognitive-behavioral therapy (CBT) involves changing behaviors and thoughts in order to improve confidence, functioning, mood, and outlook. This may involve gradually confronting challenging situations or difficult thoughts, though this always occurs at your pace. In the treatment of anxiety disorders, this usually involves exposure and desensitization procedures, which means gradually placing oneself in feared situations, allowing the anxiety to be provoked and then generally staying with the situation until the brain desensitizes and the anxiety subsides. Again, this occurs at your pace.

Active participation. For this type of treatment to be successful, you will need to take an active role by doing homework and practice relevant behaviors, skills, or exercises between sessions.

Crisis- If you are having thoughts of wanting to harm yourself or others, call the mental health crisis office in your area

Length and frequency of sessions. Sessions are 50 minutes long and usually occur on a weekly or biweekly basis.

Canceling sessions. Attendance at your appointments is very important for your own treatment consistency. There are other individuals waiting for an appointment. If you do need to cancel, please be courteous and provide at least 24 hours notice so that someone else in need can use that time slot. Simply not showing up or only providing short notice makes it difficult for other clients to use that time slot. Cancellations not made within 24 hours may result in a \$25 fee.

Assignment of benefits. By signing this Outpatient Therapy Agreement form, you are providing consent for me to bill your health insurer carrier if that is how we have agreed to secure payment for service. When I bill the insurance company, payment for services is thereby directed to me; if the insurance company accidentally sends the check to you, it is your responsibility to turn the check over to me.

Private pay- payment is expected at the time of the session via pay pal, cash, check, or credit card.

LIMITS TO CONFIDENTIALITY

The law protects the privacy of communications between a client and a counselor or other mental health professional. 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 and Maine law, or in some cases, if you provide oral authorization. However, in the following situations, no authorization is required:

- 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 psychologist-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 us to disclose information.

Children aged 14 or older need to give permission to disclose information to parents or other adults. This is only overridden in the event of possible harm to self or others.

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

- If a client files a complaint or lawsuit against us, I may disclose relevant information regarding that patient in order to defend ourselves.

- If you have filed a worker's compensation claim, and I am being compensated for your treatment by your employer or its insurance company as a result of that claim, I must provide, upon appropriate request, legally required reports and other information related to your condition.

- If you are pursuing medical or mental health disability payments, you may end up signing a document with that agency or company waiving confidentiality to your records. In that situation, if you have provided such a waiver or authorization to that other agency or entity, I will then honor their request for your records without further consent from you.

There are some situations in which I am legally obligated to take actions in order to protect you or others from harm and I may have to reveal some information about your treatment. These situations are unusual in our practice.

- If I know or have reasonable cause to suspect that a child under 18 has been or is likely to be abused or neglected or that a vulnerable adult has been abused, neglected, or exploited and is incapacitated or dependent, the law requires that we file a report with Children and Youth services.

- If I determine that the client poses a direct threat of imminent harm to the health or safety of any individual, including himself/herself, we may be required to disclose information in order to take protective action(s). These actions may include notifying the potential victim, contacting the police, seeking hospitalization for the patient, or contacting family members or others who can assist in providing protection.

- [As per the HIPAA[CT2] "Final Rule" effective 9/23/2013] Use and disclosure without your consent or authorization is allowed under other sections of Section 164.512 of the HIPAA Privacy Rule and the state's confidentiality law. This includes certain narrowly-defined disclosures as described above or to law enforcement agencies, to a health oversight agency (such as HHS or a state department of health), to a coroner or medical examiner, for public health purposes relating to disease or FDA-regulated products, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit disclosure to what is necessary. Lisa Mahoney Counseling will also obtain an authorization from you before using or disclosing Protected Health Information (PHI) in a way that is not described in this Notice.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that I discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex and we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

OTHER POINTS

Sometimes people wonder if they could build a friendship with their psychologist or clinician during or after finishing therapy. In your best interest, and in following the American Psychological Association's (APA's) ethical standards, please understand that your mental health professional can only be your therapist and cannot have other roles in your life. Psychologists and other clinicians are ethically bound to avoid "dual relationships" whenever possible. Similarly, we cannot serve as a professional therapist to someone who is already a friend. It is not ethical or legal for a psychotherapist to have a sexual or romantic relationship with any client during or after the course of therapy.

I may see you in the community. In the interest of protecting your confidentiality, I will generally not initiate a greeting or conversation; if you initiate, I will respond, but otherwise, I will not initiate contact in public. I hope you will understand that this behavior is not intended as a personal reaction to you, but rather is simply intended to protect your confidentiality.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE BEEN OFFERED OR HAVE RECEIVED THIS HIPAA NOTICE FORM.

Client Signature _____

Parent Signature (if client is under 14) _____

Date _____