

DAWN M. HUGHES, PH.D., ABPP

CLINICAL AND FORENSIC PSYCHOLOGIST

274 MADISON AVENUE - SUITE 604
NEW YORK, NEW YORK 10016

TELEPHONE (212) 481-7044
FACSIMILE (212) 481-7045
EMAIL HUGHES@DRDAWNHUGHES.COM
WEB WWW.DRDAWNHUGHES.COM

NEW YORK STATE LICENSED PSYCHOLOGIST
BOARD CERTIFIED IN FORENSIC PSYCHOLOGY

PSYCHOLOGIST-CLIENT SERVICE AGREEMENT

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 Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. Although I do not accept payment from insurance companies and I am not on any managed health care plans, my practice is in general accordance with HIPAA policies. 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 or if you have not satisfied any financial obligations you have incurred.

PSYCHOLOGICAL SERVICES

Therapy is a relationship between people that works in part because of the clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to create change. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to know about. There are also legal limitations to those rights that you should be aware of. I, as your therapist, have corresponding responsibilities to you. These respective rights are described in the following section.

Psychotherapy has both benefits and risks. Risks sometimes include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness. Psychotherapy often requires discussing 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. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things that we discuss outside of sessions.

The first few sessions will involve a comprehensive evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work may include. At that point, we will discuss your treatment goals and create a personalized, initial treatment plan, if you decide to continue. You should evaluate this information as well as your own assessment about 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.

APPOINTMENTS

I normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 45-minute session (one appointment hour of 45 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent.

The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, it is required that you provide more than 24 hours notice. If you miss a session without canceling, or cancel with less than 24 hours notice, you must pay for the missed session. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. In addition, you are responsible for coming to your session on time and at the time scheduled. If you are late, your appointment will still need to end on time.

PROFESSIONAL FEES

The standard fee for sessions, which generally last for 45 minutes, is \$_____. You are responsible for paying for your session on a weekly basis unless prior arrangements have been made. Any overdue bills will be charged 1.5% interest per month. If you refuse to pay your debt, I reserve the right to use an attorney or collection agency in order to secure payment.

In addition to weekly appointments, it is my practice to charge this amount on a prorated basis for other professional services that you may require such as report writing, telephone conversations that last 10 minutes or more, attendance at meetings or consultations with other professionals which you have requested, or the time required to perform any other service which you may request of me. If you become involved in a legal matter that requires my participation (although it is recommended that we discuss this fully before you waive your right to confidentiality), you will be expected to pay for the professional time required even if I am compelled to testify by another party.

INSURANCE

My payment policy is fee-for-service only. Regretfully, I do not accept payment directly from insurance companies and therefore I am not on any managed care or preferred provider plans. However, my services are typically reimbursable and I will provide you with a monthly statement that you may submit to your insurance to obtain out-of-network reimbursement.

Insurance companies sometimes require a formal diagnosis with their claims. Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from a book entitled the DSM-IV. There is a copy in my

office and I will be glad to let you see it to learn more about your diagnosis, if applicable.

PROFESSIONAL RECORDS

I am required to keep appropriate records of the psychological services that I provide. Although psychotherapy often includes discussions of sensitive and private information, normally very brief records are kept noting that you have been here, what was done in session, and a general mention of the topics discussed. You have the right to a copy of your file at any time. You have the right to request that a copy of your file be made available to any other health care provider at your written request. Your records are maintained in a secure location in the office.

CONFIDENTIALITY

The confidentiality of all communications between a client and a psychologist is generally protected by law and I, as your therapist, cannot and will not tell anyone else what you have discussed or even that you are in therapy without your written permission. 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. With the exception of certain specific situations described below, you have the right to confidentiality of your therapy. You, on the other hand, may request that information is shared with whomever you choose and you may revoke that permission in writing at any time.

There are, however, several exceptions in which I am legally bound to take action even though that requires revealing some information about a client's treatment. If at all possible, I will make every attempt to inform you when these will have to be put into effect. The legal exceptions to confidentiality include, but are not limited, to the following:

1. If there is good reason to believe you are threatening serious bodily harm to yourself or others. If I believe a client is threatening serious bodily harm to another, I may be required to take protective actions, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization. If a client threatens harm to him/herself or another, I may be required to seek hospitalization for the client, or to contact family members or others who can provide protection.
2. If there is good reason to suspect, or evidence of, abuse and/or neglect toward children, the elderly or disabled persons. In such a situation, I am required by law to file a report with the appropriate state agency.
3. In response to a court order or where otherwise required by law.
4. To the extent necessary, to make a claim on a delinquent account via a collection agency.
5. To the extent necessary for emergency medical care to be rendered.

Finally, there are times when I find it beneficial to consult with colleagues as part of my practice for mutual professional consultation. Your name and unique identifying characteristics will not be disclosed. The consultant is also legally bound to keep the information confidential.

CONTACTING ME

I am often not immediately available by telephone. While I am usually in the office during normal business hours, I do not answer the phone when I am with a client. If you need to reach me between sessions, or in an emergency, you have the right to a timely response. You may leave a message on my confidential voicemail at any time and your call will be returned as soon as possible or by the next business day under normal circumstances. After business hours Monday through Friday, I check my voicemail for messages for the last time at 8:00 PM. On weekends, I typically check for messages midday and at 8:00 PM for the last time. I will only return a call on a weekend or after 8:00 PM if the matter is urgent and cannot wait until the next business morning. If you require an immediate response and it is before 8:00 PM, please be sure to say so and leave a phone number where you can be reached and I will make every attempt to get in touch with you as soon as possible. But, for any number of unseen reasons, if you do not hear from me or I am unable to reach you, it remains your responsibility to take care of yourself until such time as we can talk. If you feel unable to keep yourself safe, go to your nearest emergency room and ask to speak to the psychiatrist or psychologist on call. I will make every attempt to inform you in advance of any planned absences, and provide you with a name and phone number of the therapist covering the practice.

OTHER RIGHTS

If you are unhappy with what is happening in therapy, I hope you'll talk with me so that I can respond to your concerns. Such criticism will be taken seriously and 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 aspect of the therapy and about my specific training and experience. You have the right to expect that I will not have social or sexual relationships with clients or with former clients.

CONSENT TO PSYCHOTHERAPY

Your signature below indicates that you have read this Agreement and agree to its terms. It also serves as an acknowledgment that you have received the HIPAA Notice Form described above.

Client Signature

Date

Client Name (Print)