CLIENT AGREEMENT

INFORMATION FOR CLIENTS

Welcome to my practice. I appreciate your giving me the opportunity to be of help to you.

This document answers questions that clients often ask about therapy. I believe our work will be most helpful to you when you have a clear idea of what we are trying to do.

This document talks about the following:

- What the risks and benefits of therapy are.
- What the goals of therapy are, and what my methods of treatment are like.
- How long therapy might take.
- How much my services cost, and how I handle money matters.
- Other important areas of our relationship.

After you read this document, we can talk in person about how these issues apply to you.

This information is yours to keep. Please read all of it. Print it out and mark any parts that are not clear to you. Write down any questions you have, and we will discuss them at our next meeting. When you have read and fully understood this information, I will ask you to sign a copy. I will sign it as well and make a copy, so we each have one.

ABOUT PSYCHOTHERAPY

I strongly believe you should feel comfortable with the counselor you choose and believe in the potential the counseling process. I've described my philosophy below so that you can get a feel for my approach.

I function from the fundamental belief that self-inquiry is a necessary and empowering part of living a fulfilled life. I have dedicated my career to service, and entered private practice out of my commitment to quality care. Specifically, I see a need to address gaps in the mental health and counseling spheres for gay men and those affected by HIV/AIDS. Few male counselors exist, and even fewer male counselors focus on gay male issues. From both observation in my role as a clinical supervisor and as a gay man with his own counselor, I've found that people get much more out of counseling if they know that the professional they are working with has life experiences like their own.

Looking carefully and courageously at our inner selves can be one of the most rewarding and challenging—parts of a man's life.

I believe in a balanced approach to counseling which addresses the root causes of our outlook on life and our ability to function highly. While examining these root causes, I work with clients to develop tangible plans to make noticeable, real changes in their life.

I usually take notes during our meetings. You may find it useful to take your own notes, and also to take notes outside the office.

WHAT YOU CAN EXPECT IN THE COUNSELING PROCESS

By the end of our first or second session, I will tell you how I see your case at this point and how I think we should proceed. I view therapy as a partnership between us. You define the problem areas to be worked on; I use some special knowledge to help you make the changes you want to make. Psychotherapy is not like visiting a medical doctor. It requires your very active involvement. It requires your best efforts to change thoughts, feelings, and behaviors. For example, I want you to tell me about important experiences, what they mean to you, and what strong feelings are involved. This is one of the ways you are an active partner in therapy.

I expect us to plan our work together. In our treatment plan we will list the areas to work on, our goals, the methods we will use, the time and money commitments we will make, and some other things. I expect us to agree on a plan that we will both work hard to follow. From time to time, we will look together at our progress and goals. If we think we need to, we can then change our treatment plan, its goals, or its methods.

An important part of your therapy will be practicing new skills that you will learn in our sessions. I will ask you to practice outside our meetings, and we will work together to set up homework assignments for you. I might ask you to do exercises, keep records, and read to deepen your learning. You will probably have to work on relationships in your life and make long-term efforts to get the best results. These are important parts of personal change. Change will sometimes be easy and quick, but more often it will be slow and frustrating, and you will need to keep trying. There are no instant, painless cures and no "magic pills." However, you can learn new ways of looking at your problems that will be very helpful for changing your feelings and reactions.

Some of my clients see me once a week for 3 to 4 months. After that, we meet less often for several more months. Others prefer to meet on an ongoing basis for personal development. The process of ending therapy, called "termination," can be a very valuable part of our work. Stopping therapy should not be done casually, although either of us may decide to end it if we believe it is in your best interest. If you wish to stop therapy at any time, I ask that you agree now to meet then for at least one more session to review our work together. We will review our goals, the work we have done, any future work that needs to be done, and our choices. If you would like to take a "time out" from therapy to try it on your own, we should discuss this. We can often make such a "time out" be more helpful.

I will send you a brief set of questions about 6 months after our last session. These questions will ask you to look back at our work together, and sending them to you is part of my duty as a therapist. I ask that you agree, as part of entering therapy with me, to return this follow-up form and to be very honest about what you tell me then.

THE BENEFITS AND RISKS OF THERAPY

As with any powerful treatment, there are some risks as well as many benefits with therapy. You should think about both the benefits and risks when making any treatment decisions. For example, in therapy, there is a risk that clients will, for a time, have uncomfortable levels of sadness, guilt, anxiety, anger, frustration, loneliness, helplessness, or other negative feelings. Clients may recall unpleasant memories. These feelings or memories may bother a client at work or in school. In addition, some people in the community may mistakenly view anyone in therapy as weak, or perhaps as seriously disturbed or even dangerous. Also, clients in therapy may have problems with people important to them. Family secrets may be told. Therapy may disrupt a marital relationship and sometimes may even lead to a divorce. Sometimes, too, a client's problems may temporarily worsen after the beginning of treatment. Most of these risks are to be expected when people are making important changes in their lives. Finally, even with our best efforts, there is a risk that therapy may not work out well for you.

While you consider these risks, you should know also that scientists in hundreds of welldesigned research studies have showed the benefits of therapy. People who are depressed may find their mood lifting. Others may no longer feel afraid, angry, or anxious. In therapy, people have a chance to talk things out fully until their feelings are relieved or the problems are solved. Clients' relationships and coping skills may improve greatly. They may get more satisfaction out of social and family relationships. Their personal goals and values may become clearer. They may grow in many directions—as persons, in their close relationships, in their work or schooling, and in the ability to enjoy their lives. I do not take on clients I do not think I can help. Therefore, I will enter our relationship with optimism about our progress.

CONSULTATIONS

If you could benefit from a treatment I cannot provide, I will help you to get it. You have a right to ask me about such other treatments, their risks, and their benefits. Based on what I learn about your problems, I may recommend a medical exam or use of medication. If I do this, I will fully discuss my reasons with you, so that you can decide what is best. If another professional treats you, I will coordinate my services with them and with your own medical doctor.

If for some reason treatment is not going well, I might suggest you see another therapist or another professional for an evaluation. As a responsible person and ethical therapist, I cannot continue to treat you if my treatment is not working for you. If you wish for another professional's opinion at any time, or wish to talk with another therapist, I will help you find a qualified person and will provide him or her with the information needed.

WHAT TO EXPECT FROM OUR RELATIONSHIP

As a professional, I will use my best knowledge and skills to help you. This includes following the standards of the National Association of Social Workers, or NASW. In your best interests, the NASW puts limits on the relationship between a therapist and a client, and I will abide by these. Let me explain these limits, so you will not think they are personal responses to you.

First, I am licensed and trained to practice clinical therapy—not law, medicine, finance, or any other profession. I am not able to give you good advice from these other professional viewpoints.

Second, state laws and the rules of the NASW require me to keep what you tell me confidential (that is, just between us). You can trust me not to tell anyone else what you tell me, except in certain limited situations. I explain what those are in the "About Confidentiality" section of this page. Here I want to explain that I try not to reveal who my clients are.

This is part of my effort to maintain your privacy. If we meet on the street or socially, I may not say hello or talk to you very much. My behavior will not be a personal reaction to you, but a way to maintain the confidentiality of our relationship.

Third, in your best interest, and following the NASW's standards, I can only be your therapist. I cannot have any other role in your life. I cannot, now or ever, be a close friend to or socialize with any of my clients. I cannot be a therapist to someone who is already a friend. I can never have a sexual or romantic relationship with any client during, or after, the course of therapy. I cannot have a business relationship with any of my clients, other than the therapy relationship.

If you ever become involved in a divorce or custody dispute, I want you to understand and agree that I will not provide evaluations or expert testimony in court. You should hire a different mental health professional for any evaluations or testimony you require. This position is based on two reasons: (1) My statements will be seen as biased in your favor because we have a therapy relationship; and (2) the testimony might affect our therapy relationship, and I must put this relationship first.

Even though you might invite me, I will not attend your family gatherings, such as parties or weddings.

As your therapist, I will not celebrate holidays or give you gifts; I may not notice or recall your birthday; and may not receive any of your gifts eagerly.

You may wish to consult my Limits of the Therapy Relationship document.

ABOUT CONFIDENTIALITY

I will treat with great care all the information you share with me. It is your legal right that our sessions and my records about you are kept private. That is why I ask you to sign a

"release-of-records" form before I can talk about you or send my records about you to anyone else. In general, I will tell no one what you tell me. I will not even reveal that you are receiving treatment from me. In all but a few rare situations, your confidentiality (that is, our privacy) is protected by federal and state laws and by the rules of my profession. Here are the most common cases in which confidentiality is not protected:

1. If you were sent to me by a court or an employer for evaluation or treatment, the court or employer expects a report from me. If this is your situation, please talk with me before you tell me anything you do not want the court or your employer to know. You have a right to tell me only what you are comfortable with telling.

2. Are you suing someone or being sued? Are you being charged with a crime? If so, and you tell the court that you are seeing me; I may then be ordered to show the court my records. Please consult your lawyer about these issues.

3. If you make a serious threat to harm yourself or another person, the law requires me to try to protect you or that other person. This usually means telling others about the threat. I cannot promise never to tell others about threats you make.

4. If I believe a child has been or will be abused or neglected, I am legally required to report this to the authorities.

There are two situations in which I might talk about part of your case with another therapist. I ask now for your understanding and agreement to let me do so in these two situations.

First, when I am away from the office for a few days, I have a trusted fellow therapist "cover" for me. This therapist will be available to you in emergencies. Therefore, he or she needs to know about you. Of course, the same laws and rules bind this therapist, as I am to protect your confidentiality.

Second, I consult with a Clinical Supervisor about my clients. This helps me in giving highquality treatment. This Clinical Supervisor is also required to keep your information private.

You may wish to consult my HIPAA Notice of Privacy Practices and/or On Confidentiality: What. You Should Know About Confidentiality in Therapy documents.

RECORDS AND COORDINATED CARE

It may be beneficial for me to confer with your primary care physician with regard to your psychological treatment or to discuss any medical problems for which you are receiving treatment. In addition, Medicare requires that I notify your physician by telephone or in writing, concerning services that are being provided by me unless you request that notification not be made.

Please check only ONE of the following:

□ You are authorized to contact my primary care physician whose name and address are shown below to discuss the treatment that I am receiving while under your care and to obtain information concerning my medical diagnosis and treatment.

□ I do not authorize you to contact my primary care physician with regard to the treatment that I am receiving while under your care or to obtain information concerning my medical diagnosis and treatment. I am providing you with the name and address of my primary care physician only for your records.

Please write below the name, address, and phone number of your primary physician in the *Client Information Form.*.

For the purpose of these consultations, I may want to make audio or video recordings of our sessions. I will review the recordings with my Clinical Supervisor to assist with your treatment. I will ask your permission to make any recording. I promise to destroy each recording as soon as I no longer need it, or, at the latest, when I destroy your case records. You can refuse to allow this recording, or can insist that the recording be edited.

Except for situations like those I have described above, I will always maintain your privacy. I also ask you not to disclose the name or identity of any other client being seen in this office.

I will make every effort to keep the names and records of clients private. I will try never to use your name on the telephone, if clients in the office can overhear it.

If your records need to be seen by another professional, or anyone else, I will discuss it with you. If you agree to share these records, you will need to sign an authorization form. This form states exactly what information is to be shared, with whom, and why, and it also sets time limits. You may read this form at any time. If you have questions, please ask me.

It is my policy to destroy clients' records 15 years after the end of our therapy. Until then, I will keep your case records in a safe place.

If I must discontinue our relationship because of illness, disability, or other presently unforeseen circumstances, I ask you to agree to my transferring your records to another therapist who will assure their confidentiality, preservation, and appropriate access.

As part of cost control efforts, an insurance company will sometimes ask for more information on symptoms, diagnoses, and my treatment methods. It will become part of your permanent medical record. I will let you know if this should occur and what the company has asked for. Please understand that I have no control over how these records are handled at the insurance company. My policy is to provide only as much information as the insurance company will need to pay your benefits.

You can review your own records in my files at any time. You may add to them or correct them, and you can have copies of them. I ask you to understand and agree that you may not examine records created by anyone else and then sent to me.

In some very rare situations, I may temporarily remove parts of your records before you see them. This would happen if I believe that the information will be harmful to you, but I will discuss this with you. You have the right to ask that your information not be shared with family members or others, and I can agree to that limitation. You can also tell me if you want me to send mail or phone you at a more private address or number than, say, your home or workplace. If this is of concern to you, please tell me so that we can make arrangements.

You may wish to consult my HIPAA Notice of Privacy Practices and/or On Confidentiality: What. You Should Know About Confidentiality in Therapy documents.

MY BACKGROUND

I am a Clinical Social Worker with 20 years of experience. I have functioned as an individual therapist, a supervisor, and as Clinical Director. I have experience training therapist and supervisors. I also provided Clinical Supervision for individuals seeking their license towards their L.M.F and L.C.S.W. I am trained and experienced in doing one-on-one and couple therapy with adults (18 years and over). Earlier in my career, I worked in clinics and similar settings. I have the following qualifications:

- A Masters Degree in clinical Psychotherapy from the University of Pittsburgh, whose program is approved by the Board of Social Work examiners
- I am a member of the NASW.
- OR state Licensed Social Worker
- PA state Licensed Social Worker
- Qualified Clinical Social Worker
- Academy of Certified Social Workers
- Certified in Labor and Industrial Social Work
- Certified Mediator, The Pittsburgh Mediation Center
- Certified in Advance Treatment of Sexual Abuse Survivors
- Certified Gestalt Psychotherapist
- Certified Cognitive Therapist
- Certified Addiction Counselor

ABOUT OUR APPOINTMENTS

The very first time I meet with you, we will need to give each other much basic information. For this reason, I usually schedule 1 hour for this first meeting. Following this, we will usually meet for a 60-minute session once a week, then less often. We can schedule meetings for both your and my convenience. I will tell you at least a month in advance of my vacations or any other times we cannot meet. Please ask about my schedule in making your own plans.

An appointment is a commitment to our work. We agree to meet here and to be on time. If I am ever unable to start on time, I ask your understanding. I also assure you that you will receive the full time agreed to. If you are late, we will probably be unable to meet for the full time, because it is likely that I will have another appointment after yours. A cancelled appointment delays our work. I will consider our meetings very important and ask you to do the same. Please try not to miss sessions if you can possibly help it. When you must cancel, please give me at least a week's notice. Your session time is reserved for you. I am rarely able to fill a cancelled session unless I know a week in advance. If you start to cancel sessions, I will have to charge you for the lost time unless I am able to fill it. Your insurance will not cover this charge.

I will reserve a regular appointment time for you into the foreseeable future. I also do this for my other patients. Therefore, I am rarely able to fill a cancelled session unless I have several weeks' notice. You will be charged the full fee for sessions cancelled with less than 24 hours' notice, for other than the most serious reasons.

Except for unpredictable emergencies (or because of a situation that would be seen by both of us as an unpredictable emergency), I will charge you 100% of the regular fee for any missed sessions.

If the appointment is not kept or is cancelled with less than 24 hours' advance notice, you can expect me to charge you for it.

I request that you do not bring children with you if they are young and need babysitting or supervision, which I cannot provide. I do not have toys, but I can provide reading materials suitable for older children.

You or anyone for whom you are legally responsible will charge you for any damage to, or theft of, property in this office.

I cannot be responsible for any personal property or valuables you bring into this office.

FEES, PAYMENTS, AND BILLING

Payment for services is an important part of any professional relationship. This is even truer in therapy; one treatment goal is to make relationships and the duties and obligations they involve clear. You are responsible for seeing that my services are paid for. Meeting this responsibility shows your commitment and maturity.

My current regular fees are as follows. You will be given advance notice if my fees should change.

REGULAR THERAPY SERVICES

For a session of 60 minutes, the fee is based on a sliding scale. Your rate is ______. Please pay for each session at its beginning. I have found that this arrangement helps us stay focused on our goals, and so it works best. It also allows me to keep my fees as low as possible, because it cuts down on my bookkeeping costs. I suggest you make out your check before each session begins, so that our time will be used best. Other payment or fee arrangements must be worked out before the end of our first meeting.

Telephone consultations

I may believe that telephone consultations are suitable or even needed at times in our therapy. If so, I will charge you our regular fee, prorated over the time needed. If I need to have long telephone conferences with other professionals as part of your treatment, you will be billed for these at the same rate as for regular therapy services. If you are concerned about all this, please be sure to discuss it with me in advance so we can set a policy that is comfortable for both of us. Of course, there is no charge for calls about appointments or similar business.

EXTENDED SESSIONS

Occasionally it may be better to go on with a session, rather than stop or postpone work on a particular issue. When this extension is more than 10 minutes, I will tell you, because sessions that are extended beyond 10 minutes will be charged on a prorated basis.

REPORTS

I will not charge you for my time spent making routine reports to your insurance company. However, I will have to bill you for any extra-long or complex reports the company might require. The company will not cover this fee.

OTHER SERVICES

I realize that my fees involve a substantial amount of money, although they are well in line with similar professionals' charges. For you to get the best value for your money, we must work hard and well.

I will assume that our agreed-upon fee-paying relationship will continue as long as I provide services to you. I will assume this until you tell me in person, by telephone, or by certified mail that you wish to end it. You have a responsibility to pay for any services you receive before you end the relationship.

Because I expect all payment at the time of our meetings, I usually do not send bills. However, if we have agreed that I will bill you, I ask that the bill be paid within 5 days of when you get it.

At the end of each month, I will send you a statement. The statement can be used for health insurance claims, as described in the next section. It will show all of our meetings, the charges for each, how much has been paid, and how much (if any) is still owed. At the end of treatment, and when you have paid for all sessions, I will send you a final statement for your tax records.

Depending on your financial circumstances and total medical costs for any year, psychotherapy may be a deductible expense; consult your tax advisor. Cost of transportation to and from appointments and fees paid may be deductible from the client's personal income taxes as medical expenses.

If you think you may have trouble paying your bills on time, please discuss this with me. I will also raise the matter with you so we can arrive at a solution. If your unpaid balance reaches \$375.00, I will notify you by mail. If it then remains unpaid, I must stop therapy with you. Fees that continue unpaid after this will be turned over to small-claims court or a collection service.

Patients who owe money and fail to make arrangements to pay may be referred to a collection agency.

If there is any problem with my charges, my billing, your insurance, or any other moneyrelated point, please bring it to my attention. I will do the same with you. Such problems can interfere greatly with our work. They must be worked out openly and quickly.

IF YOU HAVE TRADITIONAL (OR "INDEMNITY") Health Insurance Coverage

Because I am a licensed Social Worker, many health insurance plans will help you pay for therapy and other services I offer. Because many different companies write health insurance, I cannot tell you what your plan covers. Please read your plan's booklet under coverage for "Outpatient Psychotherapy" or "Treatment of Mental and Nervous Conditions," or call your employer's benefits office to find out what you need to know.

If your health insurance will pay for out of network providers, I will help you with your insurance claim forms. However, please keep two things in mind:

- 1. I had no role in deciding what your insurance covers. Your employer decided which, if any, services will be covered and how much you have to pay. You are responsible for checking your insurance coverage, deductibles, payment rates, copayments, and so forth. Your insurance contract is between you and your company; it is not between the insurance company and me.
- 2. You—not your insurance company or any other person or company—are responsible for paying the fees we agree upon. The statement for services that I will provided you will be for you to collect money from the insurance company not for the insurance company to pay me.

IF YOU HAVE A MANAGED CARE CONTRACT

If you belong to a health maintenance organization (HMO) or preferred provider organization (PPO), or have another kind of health insurance with managed care, decisions about what kind of care you need and how much of it you can receive will be reviewed by the plan. The plan has rules, limits, and procedures that we should discuss.

Please note that I am not a member of any health insurance plans or panels. Health insurance is a contract between you (or your employer) and your insurer; I am not part of that contract. However, I will supply you with an invoice for my services with the standard diagnostic and procedure codes for billing purposes, the times we met, my charges, and your payments. You can use this to apply for reimbursement.

IF YOU NEED TO CONTACT ME OR ARE Experiencing a Crisis

I cannot promise that I will be available at all times. I do not take phone calls when I am with a client. You can always leave a message with my answering machine, which is private and confidential, and I will return your call as soon as I can. Generally, I will return messages daily, except on Sundays and holidays.

If you have an emergency or crisis, you or your family members should call one of the following community emergency agencies: the Multnomah County Crisis Line at, 503.988.4888 or the Oregon SafeNet at 211 or 503.222.5555 (for cell phones), or your local area emergency room.

IF I NEED TO CONTACT SOMEONE ABOUT YOU

If there is an emergency during our work together, or I become concerned about your personal safety, I am required by law and by the rules of my profession to contact someone close to you—perhaps a relative, spouse, or close friend. I am also required to contact this person, or the authorities, if I become concerned about your harming someone else. Please write down the name and information of your chosen contact person in the health information form you will complete and return with this signed document.

OTHER POINTS

As a professional therapist, I naturally want to know more about how therapy helps people. To understand therapy better, I must collect information about clients before, during, and after therapy. Therefore, I am asking you to help me by filling out some questionnaires about different parts of your life-relationships, changes, concerns, attitudes, and other areas. I ask your permission to take what you write on these questionnaires and what I have in my records and use it in research or teaching that I may do. If I ever use the information from your questionnaire, it will always be included with information from many others. Also, your identity will be made completely anonymous. Your name will never be mentioned, and all personal information will be disguised and changed. After the research, teaching, or publishing project is completed all the data used will be destroyed.

If, as part of our therapy, you create and provide to me records, notes, artworks, or any other documents or materials, I will return the originals to you at your written request but will retain copies.

STATEMENT OF PRINCIPLES AND COMPLAINT PROCEDURES

It is my intention to fully abide by all the rules of the National Association of Social Workers (NASW) and by those of my state license.

Problems can arise in our relationship, just as in any other relationship. If you are not satisfied with any area of our work, please raise your concerns with me at once. Our work together will be slower and harder if your concerns with me are not worked out. I will make every effort to hear any complaints you have and to seek solutions to them. If you feel that I (or any other therapist) have treated you unfairly or have even broken a professional rule, please tell me. You can also contact the state or local NASW and speak to the chairperson of the ethics committee. He or she can help clarify your concerns or tell you how to file a complaint. You may also contact the state board of Social Work examiners, the organization that licenses those of us in the independent practice of therapy.

In my practice as a therapist, I do not discriminate against clients because of any of these factors: age, sex, marital/family status, race, color, religious beliefs, ethnic origin, place of residence, veteran status, physical disability, health status, sexual orientation, or criminal record unrelated to present dangerousness. This is a personal commitment, as well as being required by federal, state, and local laws and regulations. I will always take steps to advance and support the values of equal opportunity, human dignity, and racial/ethnic/ cultural diversity. If you believe you have been discriminated against, please bring this matter to my attention immediately.

OUR AGREEMENT

I, the client (or his or her parent or guardian), understand I have the right not to sign this form. My signature below indicates that I have read and discussed this agreement; it does not indicate that I am waiving any of my rights. I understand that any of the points mentioned above can be discussed and may be open to change. If at any time during the treatment I have questions about any of the subjects discussed in this page, I can talk with you about them, and you will do your best to answer them. I understand that after therapy begins I have the right to withdraw my consent to therapy at any time, for any reason. However, I will make every effort to discuss my concerns about my progress with you before ending therapy with you.

I understand that no specific promises have been made to me by this therapist about the results of treatment, the effectiveness of the procedures used by this therapist, or the number of sessions necessary for therapy to be effective.

I have read, or have had read to me, the issues and points in this page. I have discussed those points I did not understand, and have had my questions, if any, fully answered. I agree to act according to the points covered in this page. I hereby agree to enter into therapy with this therapist (or to have the client enter therapy), and to cooperate fully and to the best of my ability, as shown by my signature here.

I have also received (and if applicable, completed) the following documents: *Check any which apply:*

Client Information Form
Checklist of Concerns
HIPAA Notice of Privacy Practices
Limits of the Therapy Relationship
On Confidentiality: What You Should Know About Confidentiality in Therapy
Other (*please indicate*):

Signature of client (or person acting for client)

Date

Printed name

Relationshi	n to client:	Parent	Legal	guardian
		 		D

□ Health care custodial parent of a minor (less than 14 years of age)

□ Other person authorized to act on behalf of the client - specify

Initial here to show that you have read this page.

I, the therapist, have met with this client (and/or his or her parent or guardian) for a suitable period of time, and have informed him or her of the issues and points raised in this page. I have responded to all of his or her questions. I believe this person fully understands the issues, and I find no reason to believe this person is not fully competent to give informed consent to treatment. I agree to enter into therapy with the client, as shown by my signature here.

Signature of therapist

Date

I truly appreciate the chance you have given me to be of professional service to you, and look forward to a successful relationship with you. If you are satisfied with my services as we proceed, I (like any professional) would appreciate your referring other people to me who might also be able to make use of my services.

Copy accepted by clientCopy kept by therapist