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Patient-Therapist Agreement

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

Psychotherapy is not easily described in general statements. It varies depending on the personality of both the therapist and the patient and the particular problems that the patient brings. Psychotherapy can aid you in discovering tools and techniques that can be utilized to improve the quality of your life and your relationships. Psychotherapy involves change, which may feel threatening not only to you, but also those people close to you. The prospect of giving up old habits, no matter how destructive or painful, can often make you feel very vulnerable. The process can include experiencing feelings like sadness, guilt, anxiety, anger, and fear and making changes that you did not originally intend. Like any professional service, therapy may not work, and for a relatively small number of people, problems may get worse. Even so, many people find that therapy is worth the discomfort they feel.

As the patient involved in this process, you have the right to ask me about my professional experience, background, and theoretical orientation. As the therapist, I am offering the following information regarding the journey involved in psychotherapy:

The Therapy Process

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will offer you some initial impressions of what our work will include, should you decide to continue with therapy. During these sessions, you should also be thinking about whether you feel comfortable working with me. Because psychotherapy involves a large commitment of time, money, and energy, it is important that you feel comfortable with the therapist you choose. If you decide that you are not comfortable working with me, I would be happy to help you find another therapist.

Different kinds of problems may require different lengths of therapy. After the evaluation sessions, we will talk about what seems appropriate for working on the kinds of issues

that you want to address. Once psychotherapy is initiated, we will decide on a regular schedule of meetings; usually at least one forty-five-minute session a week, based on your individual needs. You may discontinue therapy at any time, though I strongly encourage you to discuss it with me first. Your only obligation is to pay for services that you have already received. I can provide you with referrals to other therapists if that seems needed.

Professional Fees

My hourly fee is **\$180.00** for each 45-minute session. Payment must be made by cash or check at the time services are rendered. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include psychological testing, data analysis, report writing, telephone conversations lasting longer than **30 minutes**, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. In the unusual circumstance that you are involved in a legal proceeding that requires my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge **\$350.00 per hour** for office preparation, travel, and attendance at any legal proceeding. You are responsible for remitting a deposit of **\$1500.00** for any anticipated court appearance by me. Unused funds will be refunded to you.

Occasionally, my fees may increase due to inflation and cost of living increases. If I decide it is necessary to change my fee, I will talk with you about it beforehand.

In the event there is an outstanding balance on your account for more than 90 days, a collection agency will be utilized to facilitate financial reimbursement for my services. Please note that relevant patient information will be provided to the collection agency as necessary for the purpose of obtaining reimbursement for services rendered.

Insurance

Usually, insurance reimbursement will be made directly to you. While I am happy to help you in filing your claim and in obtaining reimbursement, I would rather not get in between you and your insurance company by accepting payment directly from them. This way, your contract with your insurance carrier does not get confused with the contract you have with me, and it remains clear that **I work for you, not for the insurance company**. Besides, you should be the one who enjoys the benefits if your insurance company is prompt and efficient. And, you—as the person paying for your policy—are also the one most likely to be effective in obtaining *better* service if your insurance carrier is tardy or disorganized; I have absolutely no leverage in such situations. Therefore, you (not your insurance company) are responsible for full payment for my fees. It is very important that you find out exactly what mental health services our insurance policy covers. Court-related work is not covered by health insurance.

Missed Appointments or Cancellations

Missed or cancelled appointments will incur the usual charge of **\$180.00** unless a 24-hour notice is given. Insurance companies will not pay for missed appointments or late cancellations.

Telephone Calls

I am often not immediately available by telephone. I have a confidential voice mail service to take your calls. I check my messages periodically from 9 AM and 9 PM during the week and return calls at my earliest convenience. I will make every effort to return your call on the same day you make it. If you are difficult to reach, please inform me of some times when you will be available. If your situation is an emergency, make that clear on your message. I will return your call as soon as possible. In a crisis or emergency, you can reach a live operator through the emergency number given in our main message (1-866-365-8099). The operator will attempt to reach me directly. If this is not successful, the operator will page the on-call therapist, who is a member of my practice.

Electronic Communication

At times, and for your convenience and/or preference, communication may occur electronically (e.g., email, texts, etc). I will be happy to respond electronically but to do so via email/text you must provide your consent, recognizing that these electronic messages are not a secure form of communication. There is some risk that any protected health information that may be contained in such messages may be disclosed to, or intercepted by, unauthorized third parties. I will use the minimum necessary amount of protected health information to respond to your message. Please review my policy on social media and provide consent if you wish to do so.

**Please initial here to provide your consent to communicate electronically: _____.

Approved methods of communication are (check only those you consent to):

- Email address: _____
- Phone/text: _____

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. If you would like to review the notes, I recommend that you review them in my presence so that we can discuss the contents. If records are requested, I do offer treatment summaries of our work together upon request. You should be aware that this will be treated in the same manner as any other professional (clinical) service and you will be billed accordingly.

In case I am suddenly unable to continue to provide professional services or to maintain client records due to incapacitation or death, I have designated a colleague who is a licensed psychologist as my professional executor. If I die or become incapacitated, my professional executor will be given access to all of my client records and may contact you directly to inform you of my death or incapacity; to provide access to your records; to provide psychological services if needed; and/or to facilitate continued care with another qualified professional if needed. If you have any questions or concerns about this professional executor arrangement, I will be glad to discuss them with you.

Confidentiality

Your therapy will include talking over very private things with me. To some extent, my ability to help you will depend on how open you can be about yourself—that is, your ideas, feelings, and actions. So that you can feel free to talk openly with a psychologist and so that your right to privacy is protected, the law makes it my duty to keep patient information confidential. This means that, generally, I cannot discuss your case with anyone or send out information about you without your permission. If you ever want me to share information with someone else (for example, your physician), I ask that you sign a consent form allowing me to exchange information with that person. We will talk about this before you sign the consent form.

Exceptions to Confidentiality

There are exceptions to confidentiality that you should know about. Please note that most of these situations are rare, but they are important for you to understand.

1. If you threaten to harm someone else, I am required under the law to take steps to inform the intended victim and appropriate law enforcement agencies.
2. If you threaten to cause severe harm to yourself, I am permitted to reveal information to others if I believe it is necessary to prevent the threatened harm. These others may include family members.
3. If you reveal or I have reasonable suspicion that any child, elderly person, or incompetent person is being abused or neglected, the law requires that I report this to the appropriate county agency.
4. If a court of law orders me to release information, I am required to provide that specific information to the court.
5. If you have been referred to me by a court of law for therapy or testing, the result of the treatment or tests ordered may have to be revealed to the court.
6. If you are or become involved in any kind of lawsuit or administrative procedure (such as worker's compensation), where the issue of your mental health is involved, you may not be able to keep your records or therapy private in court.
7. In order to provide you the best treatment I can, there will be times when I may seek consultation from another licensed mental health professional. In these consultations, I make every effort to avoid revealing your identity. The consultant is also legally bound to keep the information confidential, although the exceptions to confidentiality apply to them as well. Similarly, when I am away or unavailable, my practice is covered by a licensed therapist. I may inform the on-call therapist about your situation to facilitate your getting appropriate support should you need it in my absence.

Treatment of Minors

In the case of a minor, the legal guardians have the right to know what transpires in the course of my work with the child, and their involvement in the child's treatment is always vitally important. However, it is also necessary for the child to have some sense of privacy for therapy to proceed effectively. Therefore, I require the legal guardians to specify **IN ADVANCE** any matters which **MAY NOT** be kept in confidence between the child and myself. This way, I do not betray the child's trust, since he/she will already know what I will relay to the legal guardians, and can therefore make informed decisions about what he/she will disclose to me. Any such limitations in the child's privacy may decrease the effectiveness of therapy, but the choice of limits belongs to the legal guardians. For example, the legal guardians may specify illicit drug use as something I must report to them immediately upon discovery. Once this expectation is made clear to all parties, the child may simply never talk to me honestly about that topic, and it may never be addressed in therapy. Hence, the legal guardians must weigh the risks of allowing

privacy against the risks of eliminating privacy. **Changes in the limits set cannot be made retroactively without serious damage to the therapeutic alliance.** I will in any case keep the legal guardians informed of the **general nature** of my work with the child, and provide consultation to the legal guardians regarding **how they might be most helpful** to the child. I will also work toward **open and constructive communication** between the child and the legal guardians about the child's issues and problems.

Topics (if any) which may not be kept in confidence between the child and me (e.g., illicit drug use):

Print name(s) of legal guardian(s)

Signature(s) of legal guardian(s)

Moreover, please be aware that upon signature of this agreement, you will be **waiving your right of access** to your child's treatment records.

One risk of child therapy involves disagreement among parents and/or disagreement between parents and therapist regarding the best interests of the child. If such disagreements occur, I will strive to listen carefully so that I can understand your perspectives and fully explain my perspective. We can resolve such disagreements or we can agree to disagree, so long as this enables your child's therapeutic progress. Ultimately, you will decide whether therapy will continue. If either of you decides that therapy should end, I will honor that decision; however, I ask that you allow me the option of having a few closing sessions to appropriately end the treatment relationship.

Although my responsibility to your child may require my involvement in conflicts between the two of you, I need your agreement that my involvement will be strictly limited to that which will benefit your child. This means, among other things, that you will treat anything that is said in session with me as confidential. Neither of you will attempt to gain advantage in any legal proceeding between the two of you from my involvement with your children. In particular, I need your agreement that in any such proceedings, neither of you will ask me to testify in court, whether in person, or by affidavit. You also agree to instruct your attorneys not to subpoena me or to refer in any court filing to anything I have said or done. In the event a subpoena is issued, I charge a minimum of **\$350.00** per hour for providing a response to a subpoena.

Note that such agreement may not prevent a judge from requiring my testimony, even though I will work to prevent such an event. If I am required to testify, I am ethically bound not to give my opinion about either parent's custody or visitation suitability. If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator, I will provide information as needed (if appropriate releases are signed or a court order is provided), but I will not make any recommendation about the final decision. Furthermore, if I am required to appear as a witness, the party responsible for my participation agrees to reimburse me at the rate of **\$350.00** per hour

for time spent traveling, preparing reports, testifying, being in attendance, and any other case-related costs. You are responsible for remitting a deposit of **\$1500.00** for any anticipated court appearance by me. Unused funds will be refunded to you.

Questions

I encourage you, at any time, to ask any questions you have about therapy, including questions about my professional background, techniques I use, suggestions I make, what you can expect to happen in your sessions, and what you have read in this agreement. In the unlikely event that problems arise that we cannot resolve together, I can refer you to other therapists for a consultation, or if you prefer, you can find one on your own. It is also your right to contact the North Carolina Psychology Board, which receives questions and complaints regarding the practice of psychology. You may contact them at 828.262.2258, or by writing them at:

North Carolina Psychology Board
895 State Farm Road, Suite 101
Boone, NC 28607

You may also contact the Secretary of the U.S. Department of Health and Human Services. I can provide with the contact information upon request.

Acknowledgment and Consent

By signing this form, you are acknowledging that you understand and consent to what you have read above, and that we have discussed and clarified to your satisfaction any questions you may have had.

Signature of Patient (if minor, Parent/Legal Guardian)

Date

Signature of Minor

Date

Melinda S. Harper, Ph.D.

Date