PSYCHOTHERAPY SERVICES AGREEMENT

Welcome. This document provides important information about my professional services and business policies. Please read it carefully and ask any questions you might have. Signing this document represents an agreement between us that was entered into with full informed consent.

ABOUT ME

I began my psychology studies at Cornell University, where I obtained a Bachelor of Science in Human Development in 2005. From there, I went on to pursue my clinical and theological training at Fuller Theological Seminary, where I completed a Ph.D. in Clinical Psychology with a Family concentration in 2012. After my graduate studies, I returned to Hawaii and completed a 2-year postdoctoral residency at Kaiser Permanente Behavioral Health Services. I received my license to independently practice psychology in the State of Hawaii in 2014.

PSYCHOLOGICAL SERVICES

There are many different styles of psychotherapy, and the most appropriate type of therapy for you will depend on your personal preferences, goals, and willingness to change. Although I draw from a variety of perspectives, central to my practice is my belief that our families play a critical role in shaping our stories. I therefore welcome them into the therapy process, both through stories shared about them and as participants. Please note that other therapists may work differently, and it is important that you find the best fit for you.

We will take the first few sessions to get to know each other and to evaluate whether I am the best therapist for you. If either of us believes that a referral to another therapist would be in your best interest, I will make every effort to facilitate a referral for you. If you decide to continue therapy with me, we will set some goals for our time together. As we reach these goals, we will find an appropriate time to conclude our work together. Ending therapy should not be done casually, although either of us may decide to end if we believe it is in your best interest. If you wish to discontinue therapy, I ask that we meet at least one more time to discuss your concerns and conclude our time. You may be able to resume therapy after your case has been closed, depending on your needs and my availability.

There are both benefits and risks to psychotherapy. Psychotherapy has been shown to help people feel better, improve their relationships, and discover solutions to difficult problems. At the same time, delving into the more painful parts of your story may lead to feelings of sadness, helplessness, anger, frustration, guilt, and loneliness. There is no guarantee as to what you will experience, or what will result from your time in therapy. I only ask that you discuss these feelings with me so we may work through them together.

APPOINTMENTS

Appointments are scheduled by phone. I request 24 hours notice to reschedule or cancel the appointment. I charge a \$50 late cancellation fee if an appointment is canceled or rescheduled with less than 24 hours notice, which insurance companies do not cover. If you miss or cancel three appointments with less than 24 hours notice, I reserve the right to end your treatment.

PROFESSIONAL FEES

My fees are listed below. Tax is not included.

| \$200 | Initial Visit | 55-90 minutes |
|-------|-------------------------------|---------------|
| \$200 | Follow-up Psychotherapy Visit | 45-55 minutes |

Fees for most other services are based on an hourly rate of \$200 per hour. Other services may include report writing, telephone conversations lasting longer than fifteen (15) minutes, authorized consultation, preparation of records or treatment summaries, etc. Additionally, there is a \$50 charge for cancellations with less than 24 hours notice, and a \$25 bounced check fee.

You will be expected to pay for each session at the time it is held, unless we have made other agreements. If you will be using insurance coverage, you will be expected to pay your co-pay or co-insurance, as well as any applicable taxes, at the time of your therapy session. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.

INSURANCE REIMBURSEMENT

If you choose to use your health insurance benefits, it is your responsibility to understand your policy, particularly your co-pay or co-insurance amounts, covered benefits, and maximum visits per year. Please call your insurance carrier with any questions about your policy.

Health insurance companies often require that I provide them with a clinical diagnosis, and may also require additional information such as treatment plans, treatment summaries, or treatment notes. I will make every effort to release only the minimum information necessary for the purpose requested. Upon your request, I will provide you with a copy of any report I submit. By signing this Agreement, you agree that I can provide requested information to your insurance company.

Some insurance companies will not allow me to provide services to you once your benefits end. If this occurs, I will discuss your options with you, which may include self-payment or referral to another mental health provider.

CONTACTING ME and EMERGENCY COVERAGE

I am often not immediately available by phone. Please leave a message with your name and number and the best times to return your call. I will make every effort to return your call within 2 business days. I will assume I may leave a message on your voicemail unless you tell me otherwise. If I am unable to reach you by phone, I may send you a letter. I will assume I may send you postal mail to the address listed on your registration form unless you tell me otherwise. If you are unable to reach me and are in crisis, please call the Crisis Line at 832-3100, call 911, or go to your nearest emergency room. If I will be unavailable for an extended time, I will provide you with the name of a colleague who is covering for me in my absence. If I am unable to work due to an unforeseen emergency or illness, a colleague may contact you about your appointments and care.

Please do not attempt to contact me via social networking sites or other public networking forums, as this may compromise your confidentiality and the security of our relationship. Similarly, e-mail communications are retained in the logs of your Internet service provider and are therefore not considered confidential. Please do not attempt to contact me by email. If you choose to email me, know that any email communication will be kept in your clinical record.

The best way to reach me between sessions is by phone. If necessary, text messaging may be used for scheduling purposes only. If you choose to contact me by text, you will be assuming the risk that our text messages may be read by others and may therefore compromise your confidentiality.

PROFESSIONAL RECORDS

I am required to keep treatment records. This includes, for example, your reasons for seeking therapy, any diagnostic impressions, treatment goals and progress, and clinical consultations with other professionals. You have the right to request a copy of your records or a treatment summary. I may decline a request for records if I believe it will not be in your best interest or the best interest of others. In the case of family or couples therapy, I require that all adults present sign a release of information consent form before information is released. No information will be released if consent is not obtained from all participating adults. If you request your records, I ask that we review them together to clarify the contents and avoid any misunderstandings. I charge a fee of \$1.00 per page for copies of records.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) provides you with several rights with regard to your clinical record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your clinical record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss these rights with you.

MINORS & PARENTS

Clients under 18 years of age who are not emancipated and their parents should be aware that the law allows parents to examine their child's treatment records unless I decide that such access is likely to injure the child or we agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, I will provide parents only general information about the progress of the child's treatment, his/her attendance at scheduled sessions, and a summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

LEGAL INVOLVEMENT

I do not perform court-related evaluations for child custody nor do I testify in hearings involving child custody issues. In addition, I do not appear voluntarily at any court or administrative hearing. From a therapeutic perspective, it is not in your best interest to ask that I testify, no matter what issue is involved. If you, or your attorney, choose to subpoena me for court testimony, including depositions or administrative hearings, please know that I may decline to appear if I believe that it is in your, or your child's, best interest for me to do so. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$400 per hour for preparation and attendance at any legal proceeding.

CONFIDENTIALITY

In general, the law protects the confidentiality of all communications between a client and psychologist. 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. There are, however, a few exceptions to the general rule of confidentiality.

Your signature on this Agreement provides consent for those exceptions, as follows:

Professional consultations. I occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. These professionals are 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. I will note all consultations in your Clinical Record.

Business Associates. I may also have contracts with other businesses, such as billing agencies and accounting services. As required by HIPAA, I will have a formal Business Associate confidentiality contract with any such business. I will furnish the minimal amount of information required for these contractors. If you wish, I can provide you with the names of these organizations.

Insurance. Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

Third Party Contracts. If you are required to attend therapy by someone such as a court, Department of Human Services, Probation or Parole Officer, Child Protective Services, state welfare or similar agency, or if someone else is paying your bill, you agree that I may report to them about your attendance and progress in treatment.

Harm reduction. If a client threatens self-harm, I may be obligated to seek hospitalization for the client, and/or to contact family members or others who can help provide protection.

In addition, there are some situations where I am permitted or required to disclose information <u>without</u> either your consent or authorization:

Court order. In most cases, the psychologist-client privilege law protects your treatment records and information, and I can not reveal treatment information without your (or your legal representative's) written authorization. If, however, the court determines that my testimony or records are required, then I am required to provide the information requested. *If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.*

Government request. If a government agency is requesting the information for health oversight activities, I am required to provide it for them.

Lawsuit or formal complaint. If a client files a complaint or lawsuit or commits a crime against me, I may disclose relevant information regarding that client in order to defend myself.

Worker's compensation. If a client files a worker's compensation claim, I may be required to file a report of the client's injury or treatment.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm. In these situations, I may also have to reveal some information about a client's treatment.

If I have reason to believe that **child abuse or neglect** has occurred or that there exists a substantial risk that child abuse or neglect may occur in the reasonably foreseeable future, the law requires that I file a report with the appropriate governmental agency, usually the Department of Human Services. Once such a report is filed, I may be required to provide additional information.

If I have reason to know or have reason to believe that a **dependent adult has been abused and/or is threatened with imminent abuse**, the law requires that I file a report with the appropriate governmental agency, usually the Department of Human Services. Once such a report is filed, I may be required to provide additional information.

If I know or have reason to believe that a client presents a clear and imminent **danger of violence** to an individual or to society, I may be required to notify appropriate professional workers, contact the police, contact the intended victim, and/or hospitalize the client.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

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 now or in the future. The laws and ethics governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

AGREEMENT

Your signature below indicates that you have read the information in this document, have had your questions answered, and agree to abide by the terms of this agreement. It also serves as an acknowledgement that you have received the HIPAA notice form described above.

Printed Name of Client

Signature of Client

Printed Name of Participating Family Member

Signature of Participating Family Member

Date

Date

I, Chloe Buckley, Ph.D., acknowledge that I have discussed the above issues with the client and answered all of his/her questions. I believe he/she has been fully informed of the contents of this agreement, understands his/her rights and responsibilities, and has freely and voluntarily given his/her consent to treatment.

Signature of Psychologist Chloe Buckley, Ph.D.

Date