



Phoenix
Family & Forensic
Services, LLC

Therapist-Patient Services Agreement

Welcome to my practice. This agreement contains important information about my professional services and business policies.

Psychological Services

Psychotherapy is a confidential exploration, discussion and mutually agreed upon plan for change. You and the therapist will define the problem, possible causes, and several treatment approaches. The risks of treatment will be discussed. You and the therapist will discuss what helps solve the challenge and what isn't working. Psychotherapy is not like a medical doctor visit. Instead, it is active effort on your part, often with homework assignments to clarify what is discussed during the office sessions.

Psychotherapy has benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. However, research on the efficacy of psychotherapy outweighs the temporary feelings of distress one may experience while working on emotional challenges. Psychotherapy often leads to better relationships, solutions to specific problems, and significant reduction in feelings of distress. But there are no guarantees of what you may experience.

The first few sessions will be assessment and treatment planning. During this time, you and the therapist decide if they are the best person to provide the service that you need in order to meet your treatment goals. By the end of these first few sessions, the therapist will offer you preliminary impressions of your problem, what the work will include, and a treatment plan and treatment modality to decide if you feel comfortable working with the therapist. Therapy involves a large commitment of time, money and energy so you need to be careful about the selection of your therapist. If you have questions about the therapist's procedures, please bring them to their attention. If you want a second opinion regarding your diagnosis or treatment, the therapist will provide you with names of other professionals.

Once psychotherapy has begun, you and the therapist determine the intervals between sessions that best support the treatment plan. Sessions are 50 minutes, unless you schedule additional time.

Your commitment to the therapeutic process is crucial and is demonstrated by your understanding and written agreement to the following. **Please initial by each item.**

- _____ 1. I have voluntarily chosen to receive psychotherapy. I understand I may terminate therapy at any time. I have the right to make an informed decision whether to accept or refuse the treatment plan or the treatment. I have the right to consult another mental health professional of my choice for a second opinion at my expense.

- _____ 2. If I have an after-hours mental health emergency that cannot wait until the next business day, I agree to seek emergency assistance by dialing “911.”
- _____ 3. I agree to schedule appointments at intervals that maximize the effectiveness of my treatment. These intervals will be discussed and mutually agreed upon.
- _____ 4. I agree to be on-time for appointments and keep appointments scheduled except for cancellations due to illness or emergency. I agree to give 24 hours of notice if I cannot make the appointment. Failure to give 24 hours of notice will result in a charge. I understand that missing appointments or excessive rescheduling will result in discharge from this psychotherapy practice.
- _____ 5. I will tell my therapist if I feel suicidal. I understand that a crisis intervention team may be contacted and I may be referred for hospitalization due to suicidality.
- _____ 6. I understand my psychotherapy records or information collected about me will be held or released in accordance with state laws regarding confidentiality, HIPAA regulations, and the ethics of the therapist’s professions regarding confidentiality and the release of such records and information.
- _____ 7. I understand that Phoenix Family and Forensic Services records are stored onsite. Active cases are kept in hard copy form in a locked storage cabinet. Once a case is completed, the contents of the file are scanned and saved. Upon death of your appointee, records will remain at Phoenix Family and Forensic Services and will be controlled primarily by Sarah Petty, Psy.D. Clients will be notified via the website (www.phxfamilyforensic.com) if there is a change in ownership status of Phoenix Family and Forensic Services. They will also be informed of any changes in where their records will be stored, and how records may be accessed. If you have questions at any time regarding the where-about of your records, you are encouraged to check the website.
- _____ 8. If records are requested, Phoenix Family and Forensic Services will attempt to respond to such requests within thirty days. In some forensic cases, if guidance is sought from the Court, the release of records may be delayed.
- _____ 9. I understand that state laws require my therapist to report all cases of physical or sexual abuse or neglect of minors or vulnerable adults.
- _____ 10. I understand that state laws may require my therapist to report all cases in which there exists a danger to self or others.

If a patient threatens to harm himself/herself, the therapist may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

If a patient communicates an explicit threat of imminent harm to a clearly identified or identifiable victim, and the therapist believes that the patient has the intent and ability to carry out such a threat, in accordance with state laws, the therapist has an obligation to take protective actions that may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.

- _____ 11. I understand if I agree to have my therapist testify in Court or release treatment records, I am “waiving my privilege,” meaning that all communications, everything in my psychotherapy file, may no longer be confidential. If I authorize my therapist to write a treatment summary to the Court or to other concerned parties, I may be able to protect part of my treatment file. Note: If you are involved in or contemplating

litigation, you should consult with your attorney to determine how litigation will impact your confidentiality.

- _____ 12. The client understands that Phoenix Family and Forensic Services providers are not Medicare providers. If you are a Medicare client, you should seek an alternative provider.
- _____ 13. Tape recordings: I understand that clients are not permitted to audio or video tape any sessions or contacts. The practitioner and staff are the only ones permitted to tape contacts. At any point in this process, Phoenix Family and Forensic Services staff or the therapist may tape record communications. I acknowledge they I have received notice that the Phoenix Family and Forensic Services staff or the therapist may tape record communications and I consent to the Phoenix Family and Forensic Services staff or the evaluator/therapist tape recording communications with me without further notice.
- _____ 15. Phoenix Family and Forensic Services often communicates via phone, voicemail, and email about billing and scheduling issues. If I have concerns about use of such communications, I will address my concerns to Phoenix Family and Forensic Services staff.

Contacting the Therapist

Due to the work schedule, the therapist is often not immediately available by telephone. While the therapist is usually in the office between 9:00 a.m. and 5:00 p.m., you are asked to leave a voicemail message when the therapist is unavailable. Messages are retrieved on a regular basis and your call will be returned as quickly as possible. If you are difficult to reach, please leave more than one phone number and times you are available. If you are unable to reach the therapist and feel that you cannot wait for the therapist to return your call, contact your family physician or the nearest emergency room. The therapist's voicemail and phone are not for emergency needs. Should you have an emergency, you must contact 911 and/or a crisis intervention service.

Communication

The Phoenix Family and Forensic Services staff and therapist use phone and/or email communication to notify you of information related to your therapeutic services. By initialing the following, you are agreeing to these forms of communication.

_____ Phone: By initialing, I confirm that it is acceptable for the provider or Phoenix Family and Forensic Services staff to leave voicemail messages.

_____ Email: By initialing, I confirm that it is acceptable for the provider or Phoenix Family and Forensic Services staff to communicate with me by email. I understand that the provider and staff cannot guarantee the security of email messages.

Professional Fees

My hourly rate (50-minute session) is \$225.00. I prorate my hourly rate for other professional services you may request. I charge for treatment summaries and telephone consultations. Other services that will incur a charge include photocopying, report writing, report editing done by administrative staff, mailing documents, and consulting with other professionals (with your written permission). If you become involved in a legal proceeding that requires my participation, you will be asked to pay a retainer. You will be charged for all professional time including document review, report writing, transportation costs and testimony/deposition costs if I am called to testify on your behalf.

Regular office visit (50 minutes)	\$225.00/session
Expert testimony/depositions (charged portal to portal)	\$400.00/hr.
Testimony Preparation (minimum of 2 hours)	\$400.00/hr
Telephone calls/correspondence (billed in 6 minute increments)	\$225.00/hr.
Treatment Summaries, Form completion	\$225.00/hr.
Photocopying	.10/page

Limits of Confidentiality

The law protects the privacy of all communications between a therapist and a patient. I can release information about your treatment to others only if you sign a written authorization form that meets legal requirements imposed by HIPAA. To be a patient in this office, you will be required to read the Notice of Privacy Practices and sign this consent.

The therapist practices in the same office with other mental health professionals and at times, employs administrative staff. The therapist typically does not share protected information with other professionals in this office, unless in a consulting situation. Information about you is shared with the administrative staff for such purposes as scheduling, billing and letter/report writing. All mental health professionals/administrative staff are bound by the same rules of confidentiality. The administrative staff has been trained about protecting your privacy and has agreed not to release any information outside this practice without specific instructions from the therapist to do so.

This office complex retains a cleaning service and maintenance staff. These individuals have no access to Protected Health Information (PHI). Occasionally, the therapist uses a computer consultant. The computer consultant has closely supervised access to computer data for business purposes only. As required by HIPAA, when utilizing these services, I have a formal business associate contract with these entities in which they promise to maintain the confidentiality of patient information.

Professional Records

Pursuant to HIPAA, your clinical file contains two types of information, PHI and a Designated Record Set. The Designated Record Set refers to information in your health record/file that can identify you. The Protected Health Information is your clinical record which includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts your life, your diagnosis, your treatment goals, your progress toward those goals, your medical, social and psychological history, your treatment history and treatment records that I receive from other providers, reports of professional consultations, your billing records, and reports that have been sent to anyone including your insurance carriers. The therapist keeps a set of psychotherapy notes/progress notes. These notes are for the therapist's use and are designed to assist in tracking your treatment and providing you with the best treatment. While the progress notes vary from client to client, they can include the contents of conversations, analysis of conversations and their impact on therapy. While insurance companies can request and receive a copy of your PHI with your written authorization, they cannot receive a copy of your progress notes without your written authorization. You may examine and/or receive a copy of your progress notes unless I determine that such access to the notes will cause you psychological harm. In those instances I request to review the notes with you and provide you with a treatment summary. You will be charged for the cost of photocopying your notes at a rate of \$0.10 per page or \$15 per hour. You will also be charged \$150 per hour if you request the therapist to write a treatment summary.

Minors and Parents

Patients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child’s treatment records. Because privacy in psychotherapy is most often crucial to successful progress, particularly with teenagers, it is sometimes the therapist’s policy to request an agreement from parents that they consent to give up their access to children’s records. If they agree, during treatment, the therapist will provide the parents with general information about the child’s progress and his/her attendance at scheduled sessions. Most often the therapist will work towards the child sharing information with his/her parents. Any other communication will require the child’s authorization, unless it is the therapist’s opinion that the child is in danger or is a danger to someone else, in which case the therapist will notify the parents. Before giving parents sensitive information, the therapist will discuss the matter with the child, if possible, and seek to handle any objections he/she may have.

Billing and Payments

You are expected to pay for each session at the time of service.

Insurance Reimbursement

Phoenix Family and Forensic Services does not accept insurance. If you do have insurance that covers these types of services, you are responsible to pay directly for your services and contact your company regarding reimbursement. Phoenix Family and Forensic Services is not involved in any reimbursement by insurance companies. You should be aware that if you do choose to involve your health insurance company, they may require information relevant to the service provided to you. They may require a diagnosis. Often insurance companies require treatment plans that contain personal diagnostic information about your problem or psychological condition. This information becomes part of insurance company files and most likely become part of a national medical databank. By signing this Agreement, you agree that I can provide requested information to your carrier if necessary.

Your signature below indicates that you have read and understand this agreement and agree to its terms.

Signature

Date



Phoenix
Family & Forensic
Services, LLC

Today's Date:

Therapist Being Seen:

Initial Session Date:

Client:

Name:

Date of Birth:

Address:

Home #:

Work #:

Cell #:

E-Mail:

Occupation:

Employer:

Responsible Party/Spouse if not self:

Name:

Phone #:

Social Security #:

Occupation:

Employer:

Person to Contact in case of emergency:

Name:

Relationship:

Address:

Phone #:

Has any member of your family previously been to this office?

Yes No

Whom may we thank for referring you to our office?

The information in this document is correct to the best of my knowledge.

Signature: _____

Date: _____

Print Name: _____



Phoenix
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Services, LLC

BACKGROUND SUMMARY

Name:

Date:

A. Family History:

Information about people living in the household:

	NAME	Date of Birth (Age)	Relationship
1.			
2.			
3.			
4.			
5.			

B. Education:

Highest level of education received:

C. Psychological History:

Have you ever been administered any psychological tests (e.g. I.Q. tests, personality tests)?

If yes, please fill out the following.

Testing

Name and address of administrator of Testing	Date	Name of Test (if known)	Purpose of Testing
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Have you ever received Psychological Counseling?

Therapists

Name and address
of provider

Date
of Services

Diagnoses
(if applicable)

Medications
prescribed

In-Patient Treatment and Hospitalizations

Name and address of provider	Date of Services	Diagnoses (if applicable)	Medications prescribed
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D. Medical Information:

1. Have you ever been hospitalized for any reason for a period of time longer than three (3) consecutive days?

Yes No

If yes, please state the date, location and reason for hospitalization:

2. Are you under the care of a physician at this time?

Yes No

If yes, please identify the following:

- a. Name of the physician:
- b. Location of the physician:
- c. Reason for current care:

Have you had any major illnesses?

Have you ever been prescribed any medications?

Are you currently taking any medications?

E. Domestic Violence History:

3. Have you ever been arrested and/or convicted for an incident of Domestic Violence?

Yes No

If yes, please identify the following:

- a. Date of arrest(s):
- b. Law enforcement agency involved (Police Department):
- c. Police Report Number:

H. Drug/Alcohol Abuse

4. Have you ever received treatment for drugs/alcohol abuse?

Yes No

If your answer is yes, please identify the following:

- a. Date of Treatment:
- b. Location of Treatment:

I. Current Challenges

- 1.
- 2.
- 3.
- 4.
- 5.

J. Long-Term Treatment Goals

- 1.
- 2.
- 3.
- 4.
- 5.

5. Please identify all illegal and prescribed drugs you have used during your lifetime.

Drug Name	Dates of Use	Frequency of Use	If & When Use was Terminated
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- i.
- ii.
- iii.

Please identify any drug use related arrests or treatment:

Arrests:

Treatment:



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ARIZONA NOTICE FORM

Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION, PLEASE REVIEW IT CAREFULLY. NOTE THAT THIS DOCUMENT IS RESTRICTED TO CLIENT'S INVOLVED IN TREATMENT AT PHOENIX FAMILY AND FORENSIC SERVICES. MOST FORENSIC CLIENTS ARE NOT BEING TREATED BY PHOENIX FAMILY AND FORENSIC SERVICES AND AS A CONSEQUENCE, THIS DOCUMENT ONLY APPLIES TO THOSE RECEIVING TREATMENT.

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

Phoenix Family and Forensic Services and its employees may *use or disclose* your *protected health information ("PHI")*, for *treatment, payment, and health care operations* purposes with your consent. To help clarify these terms, here are some definitions:

- PHI: information in your health record that could identify you.
- Treatment: when Phoenix Family and Forensic Services provides, coordinates or manages your health care and other services related to your health care. An example of treatment would be when Phoenix Family and Forensic Services consults with another health care provider, such as your family physician or another psychologist. Note that treatment is limited to only cases involving health care. Thus, it is typically not part of any forensic situation.
- Use: applies only to activities within Phoenix Family and Forensic Services [office, clinic, practice group, etc.] such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- Disclosure: applies to activities outside of Phoenix Family and Forensic Services [office, clinic, practice group, etc.], such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

Phoenix Family and Forensic Services may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. An "authorization" is written permission above and beyond the general

consent that permits only specific disclosures. In those instances when Phoenix Family and Forensic Services is asked for information for purposes outside of treatment, payment, or health care operations, I will obtain an authorization from you before releasing this information. Phoenix Family and Forensic Services will also need to obtain an authorization before releasing your Psychotherapy Notes. "Psychotherapy Notes" are notes Phoenix Family and Forensic Services has made from conversations during a private, group, joint or family counseling session, which Phoenix Family and Forensic Services has kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or Psychotherapy Notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) Phoenix Family and Forensic Services has relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contact the claim under the policy.

III. Phoenix Family and Forensic Services may use or disclose PHI without your consent or authorization in the following circumstances:

- Child Abuse: Phoenix Family and Forensic Services is required to report PHI to the appropriate authorities when Phoenix Family and Forensic Services has reasonable grounds to believe that a minor is or has been the victim of neglect or physical and/or sexual abuse.
- Adult: Phoenix Family and Forensic Services has the responsibility for the care of an incapacitated or vulnerable adult, Phoenix Family and Forensic Services is required to disclose PHI when there is a reasonable basis to believe that abuse or neglect of a vulnerable adult has occurred or that exploitation of the adult's property has occurred.
- Health Oversight Activities: If the Arizona Board of Psychological Examiners is conducting an investigation, then Phoenix Family and Forensic Services is required to disclose PHI upon receipt of a subpoena from the Board.
- Judicial and Administrative Proceedings: If you are involved in a court proceeding and a request is made for information about the professional services Phoenix Family and Forensic Services provided you and/or the records thereof, such information is privileged under state law, and Phoenix Family and Forensic Services will not release information without the written authorization of you or your legally appointed representative or a Court Order. **This privilege does not apply when you are being evaluated or involved as a third party or where the evaluation is Court ordered, as are the circumstances with most forensic cases at Phoenix Family and Forensic Services.**
- Serious Threat to Health or Safety: If you communicate to Phoenix Family and Forensic Services an explicit threat of imminent serious physical harm or death to a clearly identified or identifiable victim(s) and Phoenix Family and Forensic Services believe you have the intent and ability to

carry out such a threat, Phoenix Family and Forensic Services has a duty to take reasonable precautions to prevent the harm from occurring, including disclosing information to the potential victim and the police and in order to initiate hospitalization procedures. If Phoenix Family and Forensic Services believes there is an imminent risk that you will inflict serious harm on yourself, Phoenix Family and Forensic Services may disclose information in order to protect you.

- *Worker's Compensation*: Phoenix Family and Forensic Services may disclose PHI as authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

IV. Patient's Rights and Psychologist's Duties:

Patient's Rights:

- *Right to Request Restrictions*-You have the right to request restrictions on certain uses and disclosures of protected health information. However, Phoenix Family and Forensic Services is not required to agree to a restriction you request.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations*-You have the right to request and receive confidential communications of Phoenix Family and Forensic Services by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing a therapist at Phoenix Family and Forensic Services. On your request, Phoenix Family and Forensic Services will send your bills to another address).
- *Rights to Inspect and Copy*-You have the right to inspect or obtain a copy (or both) of PHI in Phoenix Family and Forensic Services' mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. Phoenix Family and Forensic Services may have this decision reviewed. On your request, Phoenix Family and Forensic Services will discuss with you the details of the request and denial process. If your services involve more parties, consent must be obtained from all parties to release such records. Without agreement, direction will be sought from the Court.
- *Right to Amend*-You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. Phoenix Family and Forensic Services may deny your request. On your request, Phoenix Family and Forensic Services will discuss with you the details of the amendment process.
- *Right to an Accounting*- You generally have the right to review an accounting of disclosures of PHI. On your request, Phoenix Family and

Forensic Services will discuss with you the details of the accounting process.

- *Right to a Paper Copy*-You have the right to obtain a paper copy of the notice from Phoenix Family and Forensic Services upon request, even if you have agreed to receive the notice electronically.

Psychologist's Duties:

- Phoenix Family and Forensic Services is required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.
- Phoenix Family and Forensic Services reserves the right to change the privacy policies and practices described in this notice. Unless Phoenix Family and Forensic Services notified you of such changes, however, Phoenix Family and Forensic Services is required to abide by the terms currently in effect.
- If Phoenix Family and Forensic Services revises its policies and procedures, Phoenix Family and Forensic Services will provide you a written notice of such changes during your next visit. If information is released and you do not have a future scheduled appointment, then we will notify you of any changes by mail.

V. Questions and Complaints:

If you are concerned that Phoenix Family and Forensic Services has violated your privacy rights, or you disagree with a decision Phoenix Family and Forensic Services made about access to your records, you may contact Dr. Ann Schroeckenstein at (480)744-4171 for further information.

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.

VI. Effective Date, Restrictions, and Changes to Privacy Policy

This notice will go into effect on December 1, 2017.

Phoenix Family and Forensic Services reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI that Phoenix Family and Forensic Services will maintain. Phoenix Family and Forensic Services will provide you with a revised notice at your next visit. If information is to be released and you do not have a future scheduled appointment, then we will notify you of any changes by mail.

I acknowledge that I have read this notice and been given an opportunity to ask questions related to this notice.

Print Name:

Date:

Signature: _____