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Therapy Agreement

This document contains information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and client rights with regard to the use and disclosure of Protected Health Information (PHI) used for the purpose of treatment, payment, and other health care operations. HIPAA requires all therapists provide clients with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment, and health care operations. The law requires that therapists obtain signature from all clients, acknowledging that they have received this information.

Client Rights and HIPAA

HIPAA provides several new or expanded rights with regards to client Clinical Records and disclosures of Protected Health Information. These rights include requesting that therapists amend client records; requesting restrictions on what information from a client's clinical record is disclosed to others; requesting an accounting of most disclosures of Protected Health Information that a client has neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints a client makes about a therapist's policies and procedures recorded in client records; and the right to a paper copy of this agreement, the accompanying HIPAA Notice form, and any privacy policies and procedures.

Minors

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 therapy records unless the therapist believes that sharing this information would endanger the child or the parents and therapist agree otherwise. Because confidentiality in therapy is important to successful progress, particularly with teenagers, it is my policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. 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.

Confidentiality

All communications between a client and therapist are considered private and will be held in confidence. 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 other situations that require only that you provide written, advance consent. Your signature on this agreement provides consent for those activities, as follows:

> I occasionally find it helpful to consult other health and/or mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential.
>
> If a client threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

Situations where I may be required to disclose information without either your consent or authorization:

1. If you are involved in a court proceeding I will not provide any information without your written authorization or a court order.
2. If a government agency is requesting information for health oversight activities.
3. I may be legally obligated to take actions or reveal information about a client which I believe necessary to protect others from harm.
4. If I have reason to believe that a child has been abused, the law requires that I file a report with Child Protective Services (in Hawaii) or appropriate government agency

(elsewhere). Once such a report is filed, I may be required to provide additional information.

5. If I have reasonable cause to believe that a disabled adult or elder person has been injured, other than by accidental means, or has been neglected or exploited, I am legally required to report to Adult Protected Services (in Hawaii) or appropriate government agency (elsewhere). Once such a report is filed, I may be required to provide additional information.
6. If I determine that a client presents a serious danger of violence to another, I may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police, and/or seeking hospitalization for the client.

Client Records

Therapists are required to keep Protected Health Information (PHI) about you in your clinical record. Except in unusual circumstances that involve danger to yourself or others or makes reference to another person (unless such other person is a health care provider) and I believe that access is reasonably likely to cause substantial harm to such other person or where information has been provided to me confidentially by others, you may examine and/or receive a copy of your clinical record, if you request it in writing.

Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most situations, I am allowed to charge a copying fee of 50 cents per page (and for certain other expenses like postage). If I refuse your request for access to your records, you have a right of review (except for information provided to me confidentially by others) which I will discuss with you upon request.

Emergencies

I schedule appointments around my primary job and therefore I may not always be available by phone. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room. If I will be unavailable for an extended period of time, I will provide you with the name of a colleague to contact, if necessary.

Missed Appointments and No-Show Policy

If you are unable to make an appointment, let me know at least 24 hours in advance of your appointment. If you do not cancel in advance (per above), and miss an appointment or are more than 15 minutes late for an appointment, the appointment will be considered a "no-show" for that appointment. After more than 2 "no-show" appointments in a 2 month period, you will still receive services, but may need to be put on a wait list until another regular appointment time opens up.

Insurance Reimbursement

If you have insurance, it will usually provide some coverage for mental health treatment. I will complete any necessary forms for reimbursement; however it is important that you find out exactly what mental health services you insurance policy covers in order to avoid unexpected expenses.

Most insurance companies require therapists to provide them with a clinical diagnosis in order to qualify for reimbursement. They sometimes require additional information such as treatment plans or summaries. Or very rarely, they may request a copy of the entire record, in which case I will inform you of that request.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

Client Name: _____Signature: _____ Date: _____

If Minor Client:
Legal Guardian Name: _____Signature: _____ Date: _____

Provider's Signature: _____ Date: _____
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