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## PSYCHOTHERAPIST-CLIENT SERVICES AGREEMENT

Welcome to my practice. This document (the Agreement) contains important information about my professional services and business policies. Although the Agreement is long and sometimes complex, please read it carefully before signing and bring up with me any questions you may have. You may revoke this Agreement in writing at any time.

### PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on your personality, my personality, and the particular reasons you are seeking therapy. There are many different methods I may use, and I end up working very differently with different clients. Psychotherapy also calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about at home.

Psychotherapy can have 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. On the other hand, psychotherapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. During this evaluation period, we will work together to set some goals for the therapy and to discuss how we can start to work toward those goals. This evaluation period also gives you an opportunity to decide if you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so I would advise you to be very careful about the therapist you select.

If you have questions or complaints about our work at any time, I would ask that you bring them up with me whenever they arise. Please tell me what seems helpful *and* what does not. Our relationship, like any relationship, will have its ups and downs, and I fully expect to do or say something that will bother you at some point! Let me assure you from the start that I will welcome all feedback, positive and negative. Sometimes the greatest strides are made in therapy when a client has the courage to confront me with some negative feedback.

### MEETINGS

I will usually schedule one 45-minute session per week at a time we agree on, although some sessions may be longer or more frequent. If you are coming with your partner or another family member for relationship therapy, I recommend that we meet for 90-minute sessions. **Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. It is important to note that most insurance companies do not provide reimbursement for canceled sessions.**

### PROFESSIONAL FEES

My fee is \$150 for a forty-five minute session and \$275 for a ninety-minute session. 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 report writing, telephone conversations lasting longer than ten minutes, preparation of records or treatment summaries, and any other service you may request of me which I agree to perform. 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 \$200 per hour for preparation and attendance at any legal proceeding.

### LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychologist. A detailed description of the protections afforded by HIPAA is appended to this agreement, and I encourage you to read it in full. Because of HIPAA's complexity, this agreement will highlight the most essential provisions of this law.

Under HIPAA, your "Protected Health Information" (PHI) broadly includes any individual, identifiable health information received or created by me. In most situations, I can only release PHI to others if you sign a written Authorization form. In some situations, I am permitted or required to disclose your PHI without your written authorization. I urge you to go over the particular situations in which I can or must disclose your PHI, as outlined in detail on a separate HIPAA notice I have provided you. In particular, I am legally obligated to disclose your PHI if a court orders me to do so, if I have reasonable cause to suspect that a child has been abused or neglected, or if you present a threat of serious, imminent physical harm to yourself or another, in which case I may also be required to take

action to protect you and others. If I am required by law to disclose your PHI, I will make every effort to discuss it with you before taking any action and I will limit my disclosure to what is necessary.

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## CONTACTING ME

The best way to reach me is by phone. Due to my work schedule, however, I am often not immediately available to speak with you. When I am unavailable, my telephone is answered by voice mail, which I monitor frequently on weekdays between the hours of 8 a.m. and 6 p.m. I will make every effort to return your call on the same day you make it, if I receive the call within business hours, or the next business day, if I receive the call after 6 p.m. or on the weekend or holiday. In emergencies, you can try me on my cell phone: 914-882-5677. If you feel that you can't wait for me to return your call, please contact your family physician or the nearest emergency room and ask for the psychologist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

I prefer to use email only to schedule appointments. Please do not email me content related to your therapy sessions, as email is not completely secure or confidential. The email server I use (paubox.com) encrypts all email I send to you from my inbox to yours; my server also signed an agreement with me to protect the private information I might disclose over email according to HIPAA standards. But I can't guarantee that any email you send to me will be fully secure or confidential. It may, for instance, be retained in the log of your email server. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the email server. You should also know that any emails I receive from you and any responses that I send to you become a part of your clinical record for legal purposes. If you need to discuss a clinical matter with me between sessions, please feel free to call me so we can discuss it on the phone. If you do decide to send me an email containing content related to our sessions, I will discuss the content of your email with you in our next session.

Because text messaging is a very unsecure mode of communication, I do not text message clients, nor do I respond to text messages from anyone in treatment with me. Please do not text me.

I do not communicate with, or contact, any of my clients through social media platforms like Twitter and Facebook. Please do not try to contact me in this way. I will not respond and will terminate any online contact no matter how accidental. I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you encounter me online by accident, please discuss it with me during our time together.

Recently, it has become fashionable for clients to review health care providers on various websites. Mental health professionals cannot respond to such comments, positive or negative, accurate or inaccurate, because of confidentiality restrictions. If you encounter such a review of me, please share it with me so that we can discuss its potential impact on your therapy. Please do not rate my work with you while we are in treatment together on any of these websites: doing so has a significant potential to damage our ability to work together. Of course, you have a right to express yourself on any site you wish, but I urge you to take your own privacy as seriously as I take my commitment of confidentiality to you. You should also be aware that if you are using these sites to communicate indirectly with me about your feelings about our work, there is a good possibility that I may never see what you wrote.

## PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep PHI about you in your Clinical Record. Except in unusual circumstances, 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. I will charge a copying fee to copy any records.

In addition, HIPAA provides you with several new or expanded rights with regard to your Clinical Record, such as the right to request amendments to your record, the right to request restrictions on what information from your record is disclosed to others, and the right to receive information about any inadvertent disclosures. These rights are detailed in the HIPAA Notice attached to this Agreement.

## MINORS & PARENTS

New York law gives children of any age the right to receive mental health treatment without parental consent if they request it and I determine that such services are necessary and that requiring parental consent would have a detrimental effect on the course of the child's treatment. Even where parental consent is given, children over age 12 have the right to control access to their treatment records. While privacy in psychotherapy is very important, particularly with teenagers, I believe that parental involvement is also essential to successful treatment. For children age 12 and over, I request that the client give me written authorization to share information about the treatment with parents. I will discuss with the client all information I share with the parents and use my best judgment to share information only when I judge it is in the best interests of my client and the treatment to do so. Of course, if I feel that the child is in imminent danger or is a danger to someone else, I will notify the parents of my concern.

### BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

### INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will often provide some coverage for mental health treatment with out of network providers like myself. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees.

It is sometimes difficult to determine exactly how much mental health coverage is available. Some insurance plans require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.

You should also be aware that your contract with your health insurance company requires that I provide it with certain information. I am always required to provide a clinical diagnosis, and sometimes required to provide treatment plans, treatment summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above, unless prohibited by contract.

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

Name (please print):

Signature:

Date:

Address:

E-mail:

Phone:

Date of Birth:

Emergency Contact:

*Revised January 1, 2018*