

PATHS

Psychological and Therapeutic Healing Services, PLLC

Outpatient Psychological & Mental Health Services Agreement

This document (the Agreement) contains important information about the professional services and business policies of PATHS. The law requires that your signature be obtained to acknowledge you were provided with this information at the time of your first visit. Although these documents are long and sometimes complex, it is important that you read them carefully. We can discuss any questions you have about the procedures. When you sign this document for yourself or on behalf of a minor you represent, it will represent an agreement between the patient and PATHS. You may revoke this Agreement in writing at any time. However, actions taken by PATHS before the day that you revoke this agreement cannot be reversed. The other exception to this statement is that PATHS will continue to take action on obtaining reimbursement for services provided.

PSYCHOTHERAPEUTIC SERVICES - Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist and patient as well as the particular problems you are experiencing. There are many different methods that could be used to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it 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 talked about both during psychotherapy sessions and at home. To that end, it is important you present to your psychotherapy sessions at the agreed-upon frequency and be able to participate fully in the sessions. If you are under the influence of illicit substances or intoxicants when you arrive for your session, you may be rescheduled. With children, psychotherapy is often a collaborative endeavor between the child, therapist and family. If you are seeking services for a child or adolescent, you will also complete a separate agreement for those services.

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 has also been shown to have many benefits. Therapy may lead to better relationships, solutions to specific problems, and significant reductions in feelings of distress. There are no guarantees of what you will experience.

The first few sessions will involve an evaluation of your needs, and this evaluation will include an interview and may include psychological testing. By the end of the evaluation, your psychotherapist will be able to offer some impressions of what your work will include and a treatment plan to follow, assuming you decide to continue with therapy. During this time, you and your psychotherapist can decide if he/she is the best person to provide the services that you need in order to meet your treatment goals. If not, referrals will be provided to you. If psychotherapy is begun, it will usually be scheduled as one 45- to 50-minute session per week although some sessions may be longer or more frequent. You should evaluate this information along with your own opinions of whether you feel comfortable working with your psychologist. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about the procedures of your psychologist, please discuss them whenever they arise. If your doubts persist, your psychotherapist will be happy to help you set up a meeting with another mental health professional for a second opinion.

Ideally, therapy ends when we agree your treatment goals have been achieved. However, situations sometimes arise where termination of psychotherapy services is required for various reasons such as ethical, insurance or other conflicts. Professional ethics mandate that treatment continues only if it is reasonably clear you are receiving benefit. In such situations, your psychotherapist may have to end your treatment before our stated

goals are met. In these cases, your psychologist will work with you to explain what is happening and ensure you have appropriate referrals. As well, you have the right to stop treatment at any time. If you make this choice, referrals to other therapists can be provided and you may be asked to attend a final ‘termination’ session to transition your care. Other situations that warrant termination include: threatening your therapist or PATHS staff; bringing a weapon onto the premises; persistent drug abuse or arriving for session under the influence of drugs or alcohol.

Your psychotherapy services may be provided by a Psychology Trainee. The Psychology Trainee may be either a Practicum Student or a Post-Doctoral Resident. A practicum student is a graduate student who is pursuing a doctoral degree, and is gaining experience in the field of psychology. All practicum students have had other types of clinical training, and have a master’s degree in a related field of psychology. Practicum students receive extensive and close supervision with a licensed psychologist who remains responsible for the client’s services. A Post-Doctoral Resident is an individual who has completed all requirements and has been awarded a Doctoral Degree in Psychology but is not yet independently licensed to practice psychology. You will be made aware if you services are provided by a student. Students at PATHS are supervised by Dr. Genie Burns, PsyD, an Arizona Licensed Clinical Psychologist.

_____ *(Initials) I have read and understand Psychotherapeutic Services.*

PSYCHOLOGICAL ASSESSMENT – Psychological assessment involves evaluation of personality characteristics, emotional states, and coping mechanisms. Assessments may also include psychological assessment and evaluation of multiple areas of thinking, memory and executive functions. Both types of assessment are tailored for the individual needs of each person undergoing evaluation. It is important to understand that PATHS does not perform custody evaluations for children, which is a highly specialized field. In addition, PATHS does not perform forensic psychological evaluations (to examine and evaluate a patient in anticipation of prosecution or litigation) If you are considering using the results of an evaluation for a custody dispute or for legal purposes, please consult with experts in those areas.

Through the use of a variety of standard psychological tests, we will attempt to answer the questions that have brought you for this assessment. These questions generally concern learning disabilities, academic functioning, personality functioning, or coping styles. Throughout the assessment process you have the right to inquire about the nature or purpose of all procedures. You also have the right to know the test results, interpretations, and recommendations.

Your assessment may be performed by a Practicum Student in Psychology or a Post-Doctoral Resident. These roles are the same as outlined under “Psychotherapeutic Services” and assessment services are supervised by a licensed psychologist who remains responsible for the services provided. Dr. Genie Burns, PsyD, HSPP, an Arizona Licensed Clinical Psychologist supervises all psychological assessment services provided by psychology trainees at PATHS.

The assessment process generally involves an informational interview followed by the administration of one or more psychological, neuropsychological or educational tests. Although it is sometimes possible to complete the testing procedure in one sitting, it is common for people to be asked to return for another session to finish the assessment battery. Once testing is completed, the data will be analyzed and a report will be written. You will then have the opportunity to meet with your clinician to discuss the results and receive a copy of the report. Results of evaluations are given in person in order to explain the information clearly. It is important to realize that more time than you spend in the office will be billed for the evaluation. The reason for this procedure is because the psychologist needs to spend time scoring and interpreting the tests and then writing the evaluation report. For example, if you spend 6.0 hours testing, 9.0 hours might be billed for the evaluation. Our general turnaround time for feedback sessions and completed reports is about 3 - 4 weeks.

_____ *(Initials) I have read and understand Psychological/Neuropsychological Assessment.*

CONTACTING YOUR PSYCHOLOGIST/PSYCHOTHERAPIST – Typically, your clinician is not immediately available by telephone, and is not available on call after hours or on weekends. When he/she is unavailable, a message can be left with an office worker that will be forwarded to your clinician. Your clinician 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 difficult to reach, please leave times when you will be available. If, for some reason, in an emergency, you are unable to reach your clinician and feel that you cannot wait for him/her to return your call, contact your nearest emergency room and ask to speak with the psychiatrist on call. If you experience a medical or life-threatening emergency, call 911.

_____ *(Initials) I have read and understand Contacting Your Psychologist/Psychotherapist*

LIMITS ON CONFIDENTIALITY - The law protects the privacy of all communications between a patient and a psychologist, psychology trainee, or other mental health professional. In most situations, information about your treatment can only be released to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. There are a few exceptions to this stipulation. Your signature on this Agreement provides consent for those exceptions, as follows:

- Your psychologist, psychology trainee, or other mental health professional may find it helpful to consult other health and mental health professionals about a case. During a consultation, every effort is made to avoid revealing any identities. The other professionals are also legally bound to keep the information confidential. Unless you object, your psychologist will not tell you about these consultations unless he/she feels that it is important to your psychotherapy or evaluation. All consultations will be noted in your clinical record, which is called “PHI” in the form entitled, “Notice of Privacy Practices.”
- You should be aware that your psychologist, psychology trainee, or other mental health professional may practice with other mental health professionals, medical doctors, or any administrative staff that may be employed by this practice. In most cases, protected information needs to be shared with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality as your psychologist. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of your psychologist.

- If you threaten to harm yourself, your psychologist, psychology trainee, or other mental health professional may be obligated to seek hospitalization for you or to contact family members or others who can help provide protection.

There are some situations where your psychologist, psychology trainee, or other mental health professional is permitted or required to disclose information without either your consent or authorization:

- If you are involved in a court proceeding and a request is made for information concerning the professional services provided to you, such information is protected by the psychologist-patient privilege law. A psychologist, psychology trainee, or other mental health professional cannot provide any information without your or your legal representative's written authorization or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order this practice to disclose information.
- If a government agency is requesting the information for health oversight activities, a psychologist, psychology trainee, or other mental health professional may be required to provide it for them.
- If you file a complaint or lawsuit against a psychologist, psychology trainee, or other mental health professional, he/she may disclose relevant information regarding your treatment in order to address the claims or charges made.

In the course of services, you may provide your psychologist, psychology trainee, or other mental health professional with information that leads him/her to believe that others may be harmed or at risk for being harmed. Although these situations are unusual, legal obligations are as follows:

- If there is reason to believe that a child under 18 years of age has been the victim of injury, sexual abuse, neglect, or deprivation of necessary medical treatment, the law requires that a psychologist, psychology trainee, or other mental health professional file a report with the appropriate government agency, usually Child Protective Services. Once a report is filed, your clinician may be required to provide additional information.
- If there is reason to believe that any adult patient who is either vulnerable and/or incapacitated and who has been the victim of abuse, neglect, or financial exploitation, the law requires that a psychologist, psychology trainee, or other mental health professional file a report with the appropriate state official, usually Adult Protective Services. Once such a report is filed, your clinician may be required to provide additional information.
- If you communicate an explicit threat of imminent serious physical harm to a clearly identified or identifiable victim or victims, and a clinician believes that you have the intent and ability to carry out such a threat, he/she must take protective actions that may include notifying the potential victim, contacting the police, or seeking hospitalization for you.

If such a situation arises, and it is appropriate to do so, your psychologist, psychology trainee, or other mental health professional will make every effort to fully discuss it with you before taking any action, and he/she will limit the disclosure to what is necessary. In certain situations where safety is a concern, your clinician may choose not to discuss the disclosure with you prior to making the mandated report. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important

that you and your clinician discuss any questions or concerns that you may have. The laws governing confidentiality can be quite complex, and your clinician is not an attorney. In situations where specific advice is required, formal legal advice may be needed.

_____ *(Initials) I have read and understand Limits on Confidentiality*

____ (Initials) I understand that PATHS staff/providers take precautions to maintain the privacy/confidentiality of my information within my electronic medical record. I understand that information about services rendered may be available to various providers/staff to assist them in providing comprehensive medical/mental health care. Services are provided in compliance with all regulations governing privacy of patient information. Information will be released to outside providers only with my specific written authorization (or that of my legal guardian) except when required by law as outlined above.

____ (Initials) I agree to participate in treatment by means of assessment, evaluation, treatment, recommendations, counseling, and referral services. If I am unable or refuse to participate in recommended treatment, I agree to request discharge from the treatment services. I understand that the outcome of mental health services relies largely on my participation and engagement with the established treatment plan, and no guarantees of outcome are made by the provider.

____ (Initials) I understand that I am agreeing to abide by the attendance policies of PATHS and am responsible for **cancelling and/or rescheduling appointments at least 24 hours prior to the appointment**. I understand that two or more no show appointments may result in the closing of my mental health chart and that I may no longer be able to schedule with my mental health provider at PATHS under this circumstance.

____ (Initials) I have received the Notice of Privacy Practices from PATHS clinic. I may request another copy at any time.

____ (Initials) I authorize the release of information to my insurance company(s). I understand that I am responsible for the payment for all services rendered, including deductible amount, co-pay, co-insurance or any other balance not paid by my insurance.

____ (Initials) I understand that I am agreeing to those mental health services that my assigned provider is qualified to provide within the scope of their provider license, certification, and training. I understand my provider may be a psychology student or unlicensed provider working toward licensure under the supervision of a qualified mental health provider. I understand I will be informed if this is the case. I understand my provider may also be directly supervised by another mental health provider regarding their work.

____ (Initials) **(FOR MINORS ONLY)** I understand I may only provide consent for treatment to a minor for whom I am a legal guardian. By signing this agreement, I attest that I have the legal right to provide consent for the child and can provide supporting documentation of such if needed.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ THE INFORMATION IN THIS SERVICES AGREEMENT AND AGREE TO ABIDE BY ITS TERMS. MY SIGNATURE INDICATES THAT I HAVE READ AND WAS PROVIDED THE OPPORTUNITY TO CLARIFY ANY ISSUES THAT I DID NOT UNDERSTAND IN THIS SERVICES AGREEMENT AND THAT I ACKNOWLEDGE I HAVE HAD THE OPPORTUNITY TO RECEIVE A COPY OF THE SERVICES AGREEMENT FOR MY OWN RECORDS.

Printed Name of Patient

Signature & Relationship to Patient (If Minor – Must be Legal Guardian)

Date