

**Whitney K. Windham, MA, LPCI**

**114 Ashley Avenue**

**Charleston, SC 29401**

## **PSYCHOTHERAPIST-CLIENT SERVICES AGREEMENT**

Welcome to my practice. I hope your visit today will be both pleasant and meaningful. The information in this document will familiarize you with the policies and procedures of my practice. It will also serve as your treatment contract and constitutes a binding agreement between us. Please read it carefully and let me know if you have questions, concerns, or need further clarification.

### **Clinical Services**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and the client and depending on the particular problems that the client brings. There are a number of different approaches that can be utilized to treat the problems you hope to address. Psychotherapy is not like visiting a medical doctor, in that it requires a very active effort on your part. In order to be most successful, you will have to work both during our sessions and at home.

Psychotherapy, like everything in life, has both benefits and risks. Sometimes psychotherapy involves recalling and talking about unpleasant events in your life. Because of this, the risks of psychotherapy sometimes include experiencing uncomfortable levels of feelings like sadness, guilt, anxiety, anger, frustration, disappointment, loneliness, and helplessness. Psychotherapy also has been shown to have benefits for people who undertake it, often leading to a significant reduction in of feelings of distress, better relationships, and/or the resolution of specific problems. But, as with most things in life, there are no guarantees about what will happen.

During the first few sessions, I will gather information in order to evaluate your therapeutic needs. I will also offer you my initial impressions and discuss an initial treatment plan. You should evaluate this information along with your own sense of whether you feel comfortable working with me. 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 my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to refer you to another mental health professional.

### **Meetings**

My normal practice is to begin with a period of evaluation that will last from 2-4 sessions. During this time, we can both decide whether I am the best person to provide the services that you need in order to meet your treatment goals. If we continue, I will usually schedule one 50 minute session per week, at a mutually agreed time, although some sessions may be longer or more frequent. **Once this appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advanced notice of cancellation.** I will understand if unusual circumstances prohibit such a notification.

## **Professional Fees**

The initial evaluation is \$100 and lasts for 60 minutes. Each session following the initial session is 50 minutes. In addition to weekly appointments, it is my practice to charge for other professional services you may require such as: report writing, telephone conversations which last more than 30 minutes, attending meetings or consultations with other professionals which you have authorized, preparing records or treatment summaries, or the time required to perform other services which you may request of me. In unusual circumstances, you may become involved in a litigation, which may require my participation. If that were to happen, you would be expected to pay for the professional time required even if I am compelled to testify by another party. Because of the complexity and difficulty of legal involvement, I charge \$150 per hour to prepare for, travel to, and attend any legal proceeding.

## **Contacting Me**

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 9 a.m. and 5 p.m., I will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by my voicemail that I monitor frequently. I will make every effort to return your call within 24 hours, except on weekends and holidays. If you are difficult to reach, please inform me of sometimes you will be available. If you cannot reach me, and you feel you cannot wait for me to return your call, you will need to call your family physician, or nearest emergency room and ask for the psychologist or psychiatrist on call. If I am unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

## **Limits on Confidentiality**

The law protects the privacy of all communications between a client and a therapist. 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 may occasionally find it helpful to consult other health and mental health professionals about your care. During consultation, I make every effort to avoid revealing the identity of my clients. The other professionals are also legally bound to keep the information confidential. If you do not object, I will not tell you about these consultations unless I feel that it is important to work together. I will note all consultation in your Clinical Record.
- I am an independent practitioner. There are other mental health professionals that work in this same building. Protected Health Information is not shared with those mental health professionals, and records are separately stored. I only share protected information with my secretary for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. My secretary is bound by the same rules of confidentiality, and she has been given training about protecting your privacy and has agreed not to release any information outside of the practice without my permission.

There are some situations where I am 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 I provided you, such information is protected by therapist-client privilege. I cannot provide any information without your 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 me to disclose information
- If a government agency is requesting the information for health oversight activities, I am required to provide it to them.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding the client in order to defend myself.
- If I am treating a client who files a worker's compensation claim, I may, upon appropriate request, be required to provide otherwise confidential information to the patient's employer, the insurer, or the Worker's Compensation Commission.

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 and I may have to reveal some information about a client's treatment. These situations are unusual in my practice.

- If I receive information that gives me reason to believe that a child's physical or mental health or welfare has been or may be adversely affected by abuse or neglect, or by acts or omissions that would be abuse or neglect if committed by a parent or caretaker, the law requires that I file a report with the county Department of Social Services. If I believe that a child has been or may be abused or neglected by another person, I must report that to the appropriate law enforcement agency. Once such a report is filed, I may be required to provide additional information.
- If I have reason to believe that a vulnerable adult has been or is likely to be abused, neglected, or exploited, the law requires that I file a report to the Adult Protective Services Program. Once such a report is filed, I may be required to provide additional information.
- If I believe that a client presents a clear and substantial risk of imminent, serious harm to another, I may be required to take protective action, including notifying the potential victim, contacting the police, and/or seeking hospitalization for the client.
- 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
- If a client reveals his or her intent to commit a crime, I may be required to take preventative action, such as calling the police.

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 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.

### **Professional Records**

I am required to keep treatment records. All records are locked and kept confidential. If you wish to see your records, I would prefer you review them in my presence so that we may discuss the contents.

### **Client Rights**

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restriction 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 of this Agreement, the Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

### **Minor and Parents**

Clients under 18 years of age who are not emancipated from their parents should be aware that the law allows parents to examine their child's Clinical 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 form 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 to handle any objections he/she may have.

### **Billings and Payments**

You will be expected to pay for each session at the time it is held. Payment schedules for other professional services will be agreed to when they are requested. I currently do not accept insurance.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE RED THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

**Print Name**

**Date:** \_\_\_\_\_

---

**Client's Signature**

---

**Print Name**

**Date:** \_\_\_\_\_

---

**Client's Signature (if conjoint therapy)**

