

OUTPATIENT SERVICES CONTRACT

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and note any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us. Please initial each section of this document. If you are 14-17 years old, please have a parent or legal guardian initial as well. If you are under the age of 14, only your parents initials are required.

PSYCHOTHERAPY SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the particular concerns that you hope to address. There are many different methods I may use to deal with those areas of concern. Psychotherapy is not like a medical doctor visit. Instead, it calls for an active effort on your part. For therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Because 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 benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But, there are no guarantees as to what you will experience. I will do my best to help you feel prepared to return to your regular life activities at the conclusion of each session.

Our first few sessions will involve an exploration of your needs. By the end of the exploration period, I will offer you first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions about whether you feel comfortable working with me. I will notify you if I believe that I am not the right therapist for you and, if so, I will give you referrals to other practitioners whom I believe are better suited to help you.

Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. Please review the Good Faith Estimate paperwork. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

Client Initials: _____

MEETINGS

I normally hold an exploratory period that will last from 2 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you need to meet your treatment goals. If we agree to work together, I will usually schedule one 50-minute session (one appointment hour of 50-minutes duration) per week, at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation (unless we both agree that you were unable to attend due to circumstances beyond your control). If it is possible, I will try to find another time to reschedule the appointment.

Client Initials: _____

PROFESSIONAL FEES

My hourly fee is \$150.00. If we meet more than the usual time, I will charge accordingly. Please see the Good Faith Estimate for additional information about my fees as they compare to other in-network and out-of-network providers. In addition to weekly appointments, I reserve the right to charge this same hourly rate for other professional services you may need, prorating the hourly cost if I work for periods of less than one hour. Other professional services include:

- Letter writing*, or creating any other type of documentation requested,
- Telephone conversations lasting longer than 20 minutes,
- Attendance at team meetings with other professionals you have authorized,
- Preparation of treatment summaries, and
- Time spent performing any other service you may request of me.

* Letters supporting gender affirmation efforts are free of charge
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Please note that I am not a forensic social worker, and may refer you to such a colleague if you become involved in a legal matter. If so, please apprise me of that as soon as possible. If you do become involved in legal proceedings that require my participation, you will be expected to pay for any professional time I spend on your legal matter, even if the request comes from another party. I charge \$150 per hour for professional services I am asked or required to perform in relation to your legal matter. I also charge a copying fee of \$1.25 per page for records requests. Please note that such records generally become a matter of open court, and that by consenting to litigation you generally waive your rights to confidentiality.

Client Initials: _____

BILLING AND PAYMENTS

Unless we agree otherwise, you are expected to pay at the time of the session. I can accept payment in the form of cash, check, or credit card (including HSA cards). Please make any checks payable to “Rainbow Resiliency, LLC” Payment schedules for other professional services will be agreed to when such services are requested. In circumstances of unusual financial hardship, I am willing to negotiate a fee adjustment or payment installment plan.

If your account has not been paid for more than 90 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment or terminate services until a payment plan can be developed. This may involve hiring a collection agency or going through small claims court. (If such legal action is necessary, its costs will be included in the claim.) In most collection situations, the only information I will release regarding a client’s treatment is their name, the dates, times, and nature of services provided, and the amount due.

Client Initials: _____

INSURANCE REIMBURSEMENT

With your signature on the Good Faith Estimate form, you indicate your awareness of your options for using your insurance plan to receive treatment. Please note that I am an out-of-network (OON) provider and do not work directly with insurance companies. If you choose to utilize an in-network provider, I will do my best to provide you with referrals. If you choose to use your OON benefits, I will provide you with superbills at an agreed upon frequency, as well as completing ancillary paperwork as needed. It is your responsibility to submit your documents to your OON plan for reimbursement. Please note that you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers and that you choose what is best for you (and/or your family) financially at this time.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. I will assist you based on my experience, but cannot address company-specific questions.

Due to the rising costs of health care, insurance benefits have become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. “Managed Health Care” plans often 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. Though

a lot can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end. If, at any point, you would like to transition to an in-network therapist, I will do my best to assist you with this transfer.

You should also be aware that most insurance companies require that I provide them with your clinical diagnosis. Sometimes I have to provide additional clinical information, such as treatment plans, progress notes or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files. 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 records I submit, if you request it. *You understand that, by using your insurance, you authorize me to release such information to your insurance company. I will try to keep that information limited to the minimum necessary.*

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 our 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 the insurance contract).

Client Initials: _____

CONTACTING ME

I am rarely available by telephone. Though I am usually in the office between 10 AM and 7 PM, I will not answer the phone when I am with a client. My phone is answered by confidential voicemail, that I monitor frequently. I will do my best to return calls within 2 business days. Please leave a message with times you will be available for follow-up. My direct line is: 267-563-3310. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact as needed. You may also contact any of the following:

- National Suicide Prevention Lifeline: 1-800-273-8255
- Crisis Text Line: <https://www.crisistextline.org/>
- (LGBTQ) Trevor Project: <https://www.thetrevorproject.org/> or 1-866-488-7386
- (Trans & Non-binary) Trans Lifeline: <https://translifeline.org/> or 877-565-8860

Client Initials: _____

TECHNOLOGY

While some sessions may be held in-person, I am primarily offering teletherapy appointments at this time. I utilize a HIPAA-compliant Zoom platform as my preferred platform for video-based appointments, with doxy.me as a backup platform. I am open to engaging in phone sessions in emergent situations. I reserve the right to terminate this option and return to video-only sessions as needed. You have the right to cease technology-based sessions and request a referral for a provider seeing clients in-person.

According to the Code of Ethics of the National Association of Social Workers, “*technology may be used to facilitate various forms of services, including counseling, case management, support, and other social work functions.*” I will do my best to reasonably ensure that all electronic services are confidential. This means that I will only participate in clients calls or video sessions when I am in a confidential location. Clients who wish to utilize phone or video chat technology for sessions are responsible for the confidentiality of their location and device during the contact with the therapist. For example, a college student will make preparations to be alone in their living space during a video-based session.

Any client wishing to use technology for any social work function is consenting to the risks of such use. Risks associated with using technology may include, but are not limited to:

- Someone intentionally hacking the system and gaining access to the data
- Computers, smartphones, iPads, tablets, or other devices may be stolen or misplaced
- Information stored electronically may be subpoenaed for use during legal proceedings, just as with paper records
- Government or law enforcement organizations may try to gain access to information stored electronically
- Electronic information may be unintentionally sent to the wrong person, especially when sending email or text messages

I utilize my electronic medical record, SimplePractice, for secure contact with clients regarding your paperwork, scheduling, and clinical messages. Please limit communication through traditional email (kayti.protos.dsw@gmail.com) to logistical coordination only. If you choose to email me with personal information regarding your situation and/or care, please note that you are accepting any and all risks associated with this form of insecure communication when you send the message.

I maintain a minimal presence on various social media platforms. Please note that I do not accept friend requests or private messages from clients on any social media platform. If you need to contact me, please call me during regular business hours, send a message through Simple Practice, or email me to schedule a time for us to speak by phone. I am not responsible for any information shared to me through social media platforms, nor do I check them with any frequency.

Client Initials: _____

CONFIDENTIALITY

In general, the privacy of all communications between a client and a licensed clinical social worker is protected by law, and I can only release information about our work to others with your written permission. But there are a few exceptions.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some legal proceedings, a judge may order my testimony if they determine that the issues demand it, and I must comply with that court order.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a client's treatment. For example, if I believe that a child, elderly person, or disabled person is being abused or has been abused, I must make a report to the appropriate state agency within 24 hours.

If I believe that a client is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. If the client states they are in imminent danger of harming/killing themselves, I may be obligated to seek hospitalization for them or to consult their emergency contact to help provide protection.

If such a situation occurs in the course of our work together, I will attempt to fully discuss it with you before taking any action.

Occasionally, I may find it helpful to consult other professionals about your case. During such a consultation, I make every effort to avoid revealing the identity of my client. The consultant is also legally bound to keep the information confidential. Ordinarily, I will not tell you about these consultations unless I believe that it is important to our work together.

Although this written summary of exceptions to confidentiality is intended to inform you about potential issues that could arise, it is important that we discuss any questions or concerns that

you may have at our next meeting. I will be happy to discuss these issues with you and provide clarification when possible. However, if you need specific clarification or advice I am unable to provide, formal legal advice may be needed, as the laws governing confidentiality are quite complex and I am not an attorney. If you request, I will provide you with relevant portions or summaries of the state laws regarding these issues.

Client Initials: _____

TREATMENT TERMINATION

If at any time during the course of your treatment either of us determine that we cannot continue, we will move to terminate and discuss why this is necessary for your care. Ideally, therapy ends when we agree your treatment goals have been achieved. You have the right to stop treatment at any time. If you make this choice, referrals to other therapists will be provided and you will be asked to attend an optional, final session.

Professional ethics mandate that treatment continues only if it is reasonably clear you are receiving benefit. If you are meeting with another therapist, you must sign a release of information for me to collaborate with that therapist before I can begin providing services with you. If you wish for me to be your primary therapist, you must sign a release so that I may speak with the previous therapist and we can discuss the appropriate process for transfer of care. If you remain in therapy with someone else without following these steps, I am ethically required to pause all services with you until the matter is resolved. Other legal or ethical circumstances may arise and compel me to terminate treatment. In these cases, appropriate referral(s) will be offered and an explanation will be provided to you. Also, I do not diagnose, treat, or advise on problems outside the recognized boundaries of my competencies.

Other situations that may warrant termination/engagement in a higher level of care include: regularly becoming enraged or threatening during session; bringing a weapon (including razors) onto the premises or into camera view; refusing hospitalization when needed for medical or psychiatric emergency stabilization; persistent alcohol/drug abuse without recovery effort; arriving under the influence of drugs or alcohol; repeatedly engaging in racist, homophobic, or transphobic actions without willingness to change behaviors; and disclosing illegal intentions or actions that could cause harm to others.

Client Initials: _____

Rainbow Resiliency, LLC – A Virtual Practice

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 (PRINTED): _____

CLIENT SIGNATURE _____ DATE: _____

PARENT/LEGAL GUARDIAN NAME (PRINTED): _____

PARENT/LEGAL GUARDIAN SIGNATURE: _____ DATE: _____