



the mandel center

**The Mandel Center of Arizona**

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[www.mandelcenter.com](http://www.mandelcenter.com)

## Psychotherapist-Client Services/Consent Agreement, Page 1

Welcome to The Mandel Center of Arizona (MCOA). This document contains important information about our professional services and business policies. It also contains a brief summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protections and client rights with regard to the use and disclosure of your Protected Health Information (PHI). In compliance with HIPAA, we are also providing you with a Notice of Privacy Practices, which explains this in much greater detail. It is very important that you read this document carefully, and we can discuss any questions you have at any time. After reviewing this information, please sign this form, which constitutes an agreement between us. You may revoke this Agreement in writing at any time, however.

### PURPOSE OF PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist and client, and the particular problems you are experiencing. There are many different methods and/or procedures we may use to deal with the problems that you hope to address. Psychotherapy calls for a very active effort on your part to reflect carefully on the problems you are experiencing, to be mindful of your efforts at solutions and why they do or do not work, and to be ready to make some changes in your life that may or may not be easy. To get the most from therapy, you should expect to work on these issues in sessions, but also in between sessions at work and 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 has also been shown to have many benefits. Therapy 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, so in that way there may be limitations and unique results.

Our first few sessions will involve trying to get to know you, understanding your strengths and weaknesses, the current problems you face, and what has been helpful and not so helpful in the past in dealing with these issues. If you have questions about our methods, you should discuss them whenever they arise.

### MEETINGS

We will usually schedule one 45 minute session per week at a time agreed upon. Once an appointment is scheduled, you will be expected to pay for it unless you provide 48 hours advance notice of cancellation.

### PROFESSIONAL FEES

Our hourly fee for individual sessions is \$135 per session, and this includes note writing, short telephone conversations, short texts, and consulting with other professionals as deemed necessary. Our fee for your initial visit is \$150 and thereafter each session's fee is \$135. Our fee for joint (and conjoint family sessions) is \$150 per session. Meaning, if we agree to have another person join us during your session time for the entire session, the fee for the session will be \$150. The fee for 45 minute phone sessions is \$135. If you become involved in legal proceedings that require our participation, you will be expected to pay for all of our professional time, including preparation and transportation costs to court.

### CONTACTING THE MANDEL CENTER OF ARIZONA

You may telephone us at 480-734-1199. Due to our schedule, we may not be immediately available to receive calls or return calls. However, our phone will be answered by confidential voice mail 24 hours a day. We 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 some specific times when you are available to speak. If there is an emergency, and you cannot reach us either: call 911, contact your

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the nearest emergency room, call the crisis line (602-222-9444) or call your Physician or your Psychiatrist for crisis treatment. In the event that we are unavailable for an extended period of time, we will provide you with the name of colleagues to contact if necessary.

### LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychotherapist. In most situations, we can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA and/or Arizona law. However, in the following situations, no authorization is required:

- We may occasionally find it helpful to consult other professionals about your case. We make every effort to avoid revealing PHI, and the other professionals are also legally bound to keep the contents of our consultation confidential. Unless you object, we will not tell you about these consultations unless we feel that it is important to our work together.
- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychotherapist-client privilege law. We cannot disclose any information without a court order or your written consent. If you file a complaint or lawsuit against us, however, we may disclose relevant information regarding our work in our defense.
- If a government agency is requesting information about our work for health oversight activities, or if you file a worker's compensation claim, we may have to provide a copy of your file to a State representative, your employer, or an appropriate designee.

There are some situations in which we are legally obligated to take some action that will likely involve revealing information about our sessions to an outside party, possibly without your consent. These situations are unusual and are limited to situations in which harm is likely, including:

- cases in which we have reason to believe a child under 18 may be an abused or neglected
- cases in which we have reason to believe an adult over the age of 60 has been abused or neglected in the preceding 12 months
- cases in which you have made a specific threat of violence against another, or if we believe that you present a clear, imminent risk of serious physical harm to another or yourself

If such a situation arises, we will make every effort to fully discuss it with you before taking any action or releasing any information about you, and we will limit disclosure of information to what is necessary. Confidentiality issues can be complicated, so if you have any questions about them, please feel free to ask them now or in the future as needed.

### PROFESSIONAL RECORDS

We keep records about you and our work together. Your "Clinical Record" includes why you are seeking therapy, how your current problems negatively impact your life, your diagnosis, our treatment goals, your progress towards those goals, any medical/mental health and social history we gather, any treatment records or consultations we receive from other providers regarding your case, your billing records and contact information, and any reports that we release to anyone else. This information is available to you and to anyone you authorize to receive it, or not.

In addition, we also keep a set of Psychotherapy Notes. They help us document the areas we have covered, record important information to be remembered later, and track if and how therapy is helping you. These notes can include the dates and contents of our conversations, our analysis of our conversations, and ideas we wish to explore with you in therapy. They also include any particularly sensitive information you reveal in therapy that is not part of your Clinical Record. These Psychotherapy Notes are not available to anyone else unless you specifically authorize their release.

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### CLIENT RIGHTS

HIPAA provides you with a number of rights, which briefly include the right to Amend the information in your record, to limit what information is disclosed and to whom, to request restrictions as to how you are contacted, and to receive and Accounting of Disclosures, or a list of all information that has been released about you. You also can file a complaint about our policies and procedures regarding your records with the Federal Department of Health and Human Services. Please review the Notice of Privacy Practices carefully.

### TREATMENT PLAN

You have a right to participate in treatment decisions and to develop and review your "treatment plan". You also have the right to refuse any recommended treatment or withdraw from treatment and to be advised of any consequences of withdrawal from treatment.

### BILLING AND PAYMENTS

You are responsible for the fees for your therapy, and are expected to pay for each session at the time of the session. The fee for each session is \$135. There is a \$35 returned check fee. If your credit card is on file, it will be charged for a missed session(s). The Mandel Center of Arizona does not issue refunds for any reason.

In the event that you encounter some unusual financial hardship, such as losing your job, we may be willing to negotiate a temporary reduced fee, or arrange some kind of payment plan so you can continue receiving therapy during the difficult time. If your balance due becomes very large, or if no payments are made for two months, we have the option of resorting to legal means to obtain payment if we cannot work out a payment plan. This could mean involvement of a collection agency or small claims court, and the cost of this collection effort would be passed on to you. Such efforts typically require disclosure of some otherwise confidential information, but we will limit this to the minimum information necessary. If such legal action is necessary, its costs will be included in the claim.

Your signature below indicates that you have read the information in this document, and agree to abide by its terms during our professional relationship and consent to treatment with The Mandel Center of Arizona.

*Client Signature:*

*Clinician Signature:*

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

**I ACKNOWLEDGE RECEIPT OF THE HIPPA PRIVACY RULES.**

*Client Signature:*

*Clinician Signature:*

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