****

Melissa Wetherington 926 Haddonfield Road, Number 667 Cherry Hill, NJ 08002 856-209-3049 melissa@nurturingheartstherapy.com NJ LPC 37PC00649500 www.nurturingheartstherapy.com

Office Policies & General Information Agreement for Psychotherapy

This form provides you, the client, with information that is additional to that detailed in the *Notice of Privacy Practices* and it is subject to HIPAA preemptive analysis.

**CONFIDENTIALITY:** All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law. The practice has a legal and ethical responsibility to make the best efforts to protect all communications that are a part of our telemental health. However, the nature of electronic communications technologies is such that the practice cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications. The practice will use updated encryption methods, firewalls, and a secure platform which back-ups data to help keep your information private in accordance with HIPAA and New Jersey State laws, but there is always a risk that our electronic communications may be compromised, unsecured, or accessed by others. You should also take reasonable steps to ensure the security of our communications (for example, only using secure networks for telemental health sessions and having passwords to protect the device you use for telemental health).

**WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW:** Some of the circumstances where disclosure is required or may be required by law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to the practice that the client presents a danger to others. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in any litigation, the other party may have the right to obtain the psychotherapy records and/or testimony by the practice. While the practice will do its best to seek your authorization to release the requested information regarding our psychotherapy from you first, in some situations a judge can order the release of the records of your psychotherapy with me or may order a member of the practice to testify in regard to our therapeutic work.

**EMERGENCY:** If there is an emergency during therapy, or in the future after termination, where the practice becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, the practice will do whatever it can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care.

Assessing and evaluating threats and other emergencies can be more difficult when conducting telemental health than in traditional in-person therapy. To address some of these difficulties, we will create an emergency plan before engaging in telemental health services. I will ask you to identify an emergency contact person, who is near your location and who I will contact in the event of a crisis or emergency to assist in addressing the situation. I will ask that you sign a separate authorization form allowing me to contact your emergency contact person as needed during such a crisis or emergency.

If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call me back; instead, call 911, the National Suicide Prevention Lifeline 1-800-273-8255, or go to your nearest emergency room. Call the practice back after you have called or obtained emergency services.

If the session is interrupted and you are not having an emergency, disconnect from the session and the practice will wait two (2) minutes and then re-contact you via the telemental health platform on which we agreed to conduct therapy. If you do not receive a call back within two (2) minutes, then call the practice on the phone number provided to you: 856-209-3049.

If there is a technological failure and we are unable to resume the connection, you will only be charged the prorated amount of actual session time.

**APPROPRIATENESS OF TELEMENTAL HEALTH:** The practice will let you know if the practice decides that telemental health is no longer the most appropriate form of treatment for you. We will discuss options of engaging in in-person counseling or referrals to another professional in your location, who can provide appropriate services. Moreover, the practice reserves the right to refuse to participate in telemental health sessions and/or treatment for certain high-risk clients.

**HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS:** Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you so instruct the practice, only the minimum necessary information will be communicated to the carrier. The practice has no control over, or knowledge of, what insurance companies do with the information submitted or who has access to this information. Please be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and may be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also may put you in a vulnerable position.

**LITIGATION:** Sometimes clients become involved in litigation while they are in therapy or after therapy has been completed. Sometimes clients (or the opposing attorney, in a legal case) want the records disclosed to the legal system. Due to the nature of the psychotherapeutic process and the fact that it often involves making a full disclosure with regard to many matters, clients’ records are generally confidential and private in nature.  Clients should know that very serious consequences can result from disclosing therapy records to the legal system. Such disclosures may negatively affect the outcome of custody disputes or other legal matters and may negatively affect the therapeutic relationship. If you or the opposing attorney are considering requesting the practice’s disclosure of the records, the practice will do its best to discuss with you the risks and benefits of doing so.  As noted in this document, you have the right to review your own psychotherapy records anytime. (See also relevant section above: "WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW")

**CONSULTATION:** The practice consults regularly with other professionals regarding her clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained.

**MINORS IN THERAPY:** If you are under eighteen years of age, please be aware that the law may give your parents or guardians the right to obtain information about your treatment and/or examine your treatment records. It is the practice’s policy to request a written agreement from your parents or guardians indicating that they consent to give up access to such information and/or, to your records. If they agree, the Practice will provide them only with general information about our work together subject to your approval, or, if the practice feels it is important for them to know in order to make sure that you and people around you are safe. If the practice thinks it is appropriate, the practice will involve them if the practice feels that there is a high risk that you will seriously harm yourself or another/others. Before giving them any verbal or written information, the practice will discuss the matter with you, if possible. The practice will do the best it can to resolve any differences that you and the practice may have about what the practice is prepared to discuss. In NJ, minor clients, who are at least 16, may seek therapy without parental permission, for temporary outpatient services that do not involve medication administration, and may have some control of who has access to the records.

**E–MAILS, CELL PHONES, TEXTS, COMPUTERS, AND FAXES:** It is very important to be aware that computers and unencrypted emails, texts, and e-fax communications (which are part of the clinical records) can be rather easily accessed by unauthorized people and, hence, can compromise the privacy and confidentiality of such communications.  Emails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all emails, texts and e-faxes that go through them.  The practice uses secure phone, email, and an online platform to conduct telemental health services. **The practice does not use text messaging**. If you communicate confidential or private information via unencrypted emails, texts, or e-faxes or via phone messages, the practice will assume that you have made an informed decision, but will only respond using the approved encrypted methods. Please do not use texts, emails, voice mails, or faxes for emergencies.

For communication between sessions, the practice only uses phone and email communication for administrative purposes, unless we have made another agreement. This means that phone and email exchanges with the practice should be limited to administrative matters. This includes things like setting and changing appointments, billing matters, and other related issues. You should be aware that the practice cannot guarantee the confidentiality of any information communicated by email or text. Therefore, the practice will not discuss any clinical information by email and prefer that you do not either. Also, the practice does not regularly check email, nor does the practice respond immediately, so these methods should not be used if there is an emergency.

Treatment is most effective when clinical discussions occur at your regularly scheduled sessions. But if an urgent issue arises, you should feel free to attempt to reach the practice by phone. The practice will try to return your call within 24 hours except on weekends and holidays. If you are unable to reach the practice and feel that you cannot wait for the practice to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call.

**RECORDS AND YOUR RIGHT TO REVIEW THEM:** Both the law and the standards of the profession require that the practice keep treatment records for at least seven years from the date of the last entry. Please note that clinically relevant information from emails, texts, and faxes may be part of the clinical records. Unless otherwise agreed to be necessary, the practice retains clinical records only as long as is mandated by law. If you have concerns regarding the treatment records, please discuss them with the practice. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when the practice assesses that releasing such information might be harmful in any way. In such a case, the practice will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, the practice will release information to any agency/person you specify unless the practice assesses that releasing such information might be harmful in any way.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact the practice between sessions, please leave a message at (856) 209-3049 and your call will be returned as soon as possible. The practice checks messages a few times during the business day, unless the practice is closed. If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call the National Suicide Prevention Lifeline 1-800-273-8255 or the Police: 911. Please do not use email, text messaging, or faxes for emergencies. The practice does not always check email or faxes daily.

**PAYMENTS & INSURANCE REIMBURSEMENT:** The same fee rates will apply for telemental health as they apply for in-person psychotherapy. However, insurance or other managed care providers may not cover sessions that are conducted via telecommunication. If your insurance, HMO, third-party payor, or other managed care provider does not cover electronic psychotherapy sessions, you will be solely responsible for the entire fee of the session. Please contact your insurance company prior to our engaging in telemental health sessions in order to determine whether these sessions will be covered. Clients are expected to pay $145 for an intake and $85 for an individual session, prior to each session. Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify the practice if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, the practice will provide you with a copy of your receipt on a monthly basis, which you can then submit to your insurance company for reimbursement, if you so choose. As was indicated in the section, Health Insurance & Confidentiality of Records, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, the practice can use legal or other means (courts, collection agencies, etc.) to obtain payment.

**THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE:** Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. The practice will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During an evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. the practice may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, the practice is likely to draw on various psychological approaches according, in part, to the problem that is being treated and the assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, person-centered, existential, system/family, developmental (adult, child, family), humanistic, or psycho-educational. **The practice provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within its scope of practice.**

**TELEMENTAL HEALTH BENEFITS/RISKS:** Telemental health refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of telemental health is that the client and the practice can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or the practice moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient. Telemental health, however, requires technical competence for both the client and the practice in order to be helpful. Although there are benefits of telemental health, there are some differences between in-person psychotherapy and telemental health, as well as some risks. There are risks to confidentiality since telemental health sessions take place outside of the practice’s private office, there is potential for other people to overhear sessions if you are not in a private place during the session. The practice will take reasonable steps to ensure your privacy; however, it is important for you to make sure you find a private place for sessions where you will not be interrupted. It is also important for you to protect the privacy of sessions on your cell phone or other device. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation. There could possibly be issues related to technology, which may impact telemental health. For example, technology may stop working during a session, other people might be able to get access to private conversations between you and the practice, or stored data could be accessed by unauthorized people or companies. Since sessions take place remotely, there are limitations on how the practice can handle crisis situations. Therefore, usually, the practice will not engage in telemental health with clients, who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in telemental health, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our telemental health work. (See also relevant section above: “EMERGENCY”). Most research shows that telemental health is about as effective as in-person psychotherapy. However, some clinicians disagree with this. For example, there is debate about a clinician’s ability to fully understand non-verbal information when working remotely. Telemental health-based services may not yield the same results, nor be as complete as face-to-face services.

**TREATMENT PLANS:** Within a reasonable period of time after the initiation of treatment, the practice will discuss with you a working understanding of the problem, treatment plan, therapeutic objectives, and the practice’s view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, the practice’s expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits.

**TERMINATION:** As set forth above, after the first two or three meetings, the practice will assess if it can be of benefit to you.  The practice does not work with clients who, in its opinion, it cannot help.  In such a case, if appropriate, the practice will give you referrals that you can contact.  If at any point during psychotherapy, the practice either assesses that it is not effective in helping you reach the therapeutic goals or perceives you as non-compliant or non-responsive, and if you are available and/or it is possible and appropriate to do, the practice will discuss with you the termination of treatment and conduct pre-termination counseling.  In such a case, if appropriate and/or necessary, the practice will give you referrals that may be of help to you.  If you request it and authorize it in writing, the practice will talk to the psychotherapist of your choice in order to help with the transition.  If at any time you want another professional’s opinion or wish to consult with another therapist, the practice will give you referrals that you may want to contact, and if the practice has your written consent, it will provide her or him with the essential information needed.  You have the right to terminate therapy and communication at any time.  If you choose to do so, upon your request and if appropriate and possible,  the practice will provide you with names of other qualified professionals whose services you might prefer.

**SOCIAL NETWORKING:** The practice and its employees and professionals do not accept friend requests from current or former clients on social networking sites, such as Facebook. The practice believes that adding clients as friends on these sites and/or communicating via such sites can compromise privacy and confidentiality. For this same reason, the practice requests that clients not communicate with the practice via any interactive or social networking websites. The practice will not respond to such communication in order to protect your privacy and confidentiality.

**AUDIO OR VIDEO RECORDING:**  Unless otherwise agreed to by all parties beforehand, there shall be no audio or video recording of therapy sessions, phone calls, or any other services provided by the practice.

**CANCELLATION:** Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 48 hours (2 days) notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

*I have read the above Office Policies & General Information Agreement for Psychotherapy. I understand them and agree to comply with them:*

Client's Name (print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent or Guardian’s Name (print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Psychotherapist's Name (print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

---------------------------------------------------------------------------------------------------------------------------------------------------

***I acknowledge receipt of HIPAA NOTICE OF PRIVACY PRACTICES***

Client's Name (print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent or Guardian’s Name (print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_