

PSYCHOTHERAPY DISCLOSURE STATEMENT AND AGREEMENT

Welcome! This document contains important information about my professional services and business policies. *It is rather long because it covers a wide range of possible situations, many of which will not apply to you.* Still, it provides a framework for understanding the services you are considering. Please read it carefully and note any questions you might have. We can discuss them at our next meeting. If you decide to use my services, this signed document will represent an agreement between us.

PSYCHOLOGICAL SERVICES

Psychotherapy is difficult to describe in general statements. Its definition varies depending on the training of the psychologist, personalities of both the psychologist and patient, and the particular problems the patient brings forward.

There are many different methods I may use to address the problems you identify. Psychotherapy calls for an active effort on your part. In order for the therapy to be most successful, it will be in your best interest to work both during our sessions and at home on the topics we discuss.

Psychotherapy can have risks as well as benefits. Since therapy may involve discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. Making changes in your beliefs or behaviors can be unsettling and sometimes disruptive to the relationships you already have. You may find your relationship with me to be a source of strong feelings, some of them unpleasant at times. It is important that you consider carefully whether these risks are worth the potential benefits of attaining your goals. Most people who take these risks find that therapy is helpful. 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.

The early part of our work together will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work may include and an initial approach if you decide to continue with therapy. You should

evaluate this information in light of your own opinions and whether you feel comfortable working with me. Therapy involves the commitment of time, money, and energy, so you ought to be careful about the therapist you select. If you have questions about my procedures, let us discuss them whenever they arise. If your doubts persist, consider setting up a meeting with another mental health professional for a second opinion. One source for locating mental health professionals in this area is www.sscit.org.

MY BACKGROUND AND TRAINING

My educational background includes a Ph.D. in Clinical Psychology. I completed predoctoral, postdoctoral, and advanced postdoctoral fellowships at the Yale University School of Medicine, where I also worked as a psychologist after completing my training. I opened my private practice in Canton in February, 1999. I have pursued in-depth training in several areas over the years, including cognitive behavior therapy, Acceptance and Commitment therapy, EMDR, mind/body medicine modalities, Dialectical Behavior Therapy, and Energy Psychology. I am certified to teach yoga to adults and yoga to children, and to work specifically with people with depression, anxiety, and/or trauma. Main areas of expertise include eating and weight issues, body image, and sexual functioning. I have presented at national psychology conferences and published professional articles in peer reviewed scientific journals.

MY APPROACH TO PSYCHOTHERAPY

Our work together is likely to include some or all of the following: dialogue, goal-setting, problem-solving, investigation of how your current concerns may have their roots in your earlier experiences, awareness of how your body manifests stress and other psychological matters, stress-reduction techniques, exploration of unconscious motivation, education about psychological principles, and a review of your experiences since the last session as they pertain to your therapeutic goals. I may suggest that you consult with a medical professional or other specialist in conjunction with the services I provide. If another specialist is working with you, I may ask for a release of information from you so that I can communicate freely with that person about your care. You have the right to refuse anything that I recommend.

MEETINGS

I generally schedule one appointment of 45 to 50-minutes' duration per week. Sessions may also, by prior agreement, be longer, shorter, more frequent, or less frequent. I strive to begin promptly, and to end on time. If you are late for your appointment we will nevertheless stop 50 minutes after the scheduled start time. BCBS subscribers' sessions are scheduled for 43-45 minutes, according to BCBS.

PROFESSIONAL RECORDS

I keep brief records on each session, primarily noting the date of the session, the topics discussed, the interventions used, and progress or obstacles observed as they relate to your treatment goals. I maintain your records in a secure location that cannot be accessed by anyone else. I will maintain your records for at least seven years after our last contact, after which time I will securely dispose of them.

CONFIDENTIALITY

With the exception of special situations described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. Under the provisions of the Health Care Information Act of 1992, I may under certain circumstances legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency. I will always act so as to protect your privacy to the best of my ability. You may direct me to share information with whomever you choose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending bills to your insurance company), it will be done with special safeguards such as a secure server to insure confidentiality. If you elect to communicate with me by email at some point in our work together, please be aware

that email is not completely confidential. All emails are retained in the logs of your or my Internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrators of the Internet service provider. Any email I receive from you, and any responses that I send to you, may be kept as a part of your treatment record. Following are seven exceptions to your right to confidentiality:

1. 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, an elderly person, or a disabled person is being abused, I must file a report with the appropriate state or local agency.
2. 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.
3. If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and contact the police, a local crisis team, or a family member or other intimates.
4. If you tell me of the behavior of another named health or mental health care provider which suggests that this person has either (1) engaged in sexual contact with a patient, including yourself, or (2) is impaired from practice in some manner due to cognitive, emotional, behavioral, or health problems, then the law requires me to report this to the practitioner's state licensing board. I would inform you before taking this step. If you are my client and also a health care provider, however, your confidentiality remains protected under the law from this kind of reporting.
5. In certain legal proceedings, particularly those involving child custody or those in which your emotional condition or treatment is an important issue, a judge may order my testimony. Confidentiality is not protected when a judge makes such an order or in certain other legal procedures. Consult with an attorney if you are involved in a legal situation where such confidentiality may be at issue.

6. I may occasionally find it helpful to consult other professionals about a case. During 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. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

While this written summary of exceptions to confidentiality informs you about potential problems, please discuss with me any questions or concerns that you may have. I will be happy to explore these issues with you, but formal legal advice may be needed from an attorney because the laws governing confidentiality are quite complex.

MINORS

If you are under eighteen years of age, please be aware that the law may provide your parents or legal guardians the right to examine your treatment records. Unless they make such a request, I will provide them only with general information about our work together unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. I will also provide them with a general summary of your treatment when it is complete. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have about what I am planning to discuss.

PROFESSIONAL FEES

My hourly fee is \$200 (includes the 45 or 50-minute session and related routine record-keeping). The fee for the initial meeting, which includes diagnostic impressions and case formulation, is \$250. If we decide to meet for a longer session or a shorter session, I will bill you prorated on this hourly fee. In addition to scheduled appointments, I also pro-rate the hourly fee for other professional services you may request. Other services might include emergency telephone conversations lasting longer than 5 minutes, listening to lengthy voice mail messages, reading and responding to e-mails other than for routine business, attendance at meetings with other professionals you have authorized, and the preparation of requested records or treatment summaries. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party.

Elayne S Daniels PhD, NHSP, RYT

275 Turnpike Street, Canton, MA 02021

<mailto:DrD@DrElayneDaniels.com>

<tel:781-575-0390>

Because of the difficulty of legal involvement, I charge \$300 per hour for preparation and attendance at any legal proceeding.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held unless we agree otherwise or unless you have insurance coverage which requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested.

Once an appointment is scheduled, you will be expected to pay for it unless you provide at least 48- hours' advance notice of cancellation. If you miss a session without canceling, or cancel with less than twenty-four hours' notice for any reason other than a weather emergency, you will be expected to pay for the session. (Monday appointments must be cancelled by the prior Friday.) That payment is NOT the co-pay that you would normally pay, but the full cost of the session. I know that emergencies occur and sometimes cancellations cannot be predicted. Nevertheless, I charge for them. I have reserved the time to focus all my attention on you. If needed, I am willing to negotiate a payment installment plan.

If that is done and your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. 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 released regarding a client's treatment is name, contact information, dates and type of services provided, and the amount due.

Questions??? Please go to DrElayneDaniels.com

Consent Form - Page 6 of 10

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate the resources available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. However, ultimately 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 plan accordingly. There is only one type of health insurance I accept (a limited number of BCBS plans). If you have a health insurance plan that I do not accept, I will provide you with the necessary paperwork for you to submit to your insurance company on your own for reimbursement directly to you.

Please 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.

Due to the rising costs of health care, insurance benefits have become increasingly complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs 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. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. In some cases, an insurance plan will not allow the same therapist to provide services once benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.

Please also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I may have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record. This information will become part of the insurance company files and will probably be stored in a computer. 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 some of this information with a national medical information databank.

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 and complications described above.

CONTACTING ME

I am often with a patient or otherwise not immediately available by telephone. When I am unavailable, my telephone is answered by voice mail. I monitor my voice mail and will make every effort to return your call as quickly as possible, with the exception of weekends and holidays. If it will be difficult to reach you, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your primary care physician or go to your local emergency facility. If you believe that you cannot keep yourself safe, please call 911 or go to the emergency room of a nearby hospital and ask for the psychiatrist or psychologist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact if necessary.

OTHER ASPECTS OF OUR RELATIONSHIP

I Welcome Your Questions. You have the right to ask me questions about anything that happens in our work together. I'm always happy to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns and can request that I refer you to someone else if you decide I'm not the right practitioner for you. You are free to terminate our work together at any time.

Contacts Outside Our Work Together. I avoid social and business relationships with my patients, though of course we may encounter one another in daily life in our community. Our work together will be most effective when kept free from possible outside entanglements.

Legal Proceedings. If you are involved in legal proceedings based on your having been traumatized, please understand that the goals of our work together may involve healing the physical and emotional aftermath of the trauma, and this could adversely affect your ability to provide legal testimony that carries the same impact as it would prior to treatment.

Terminating Treatment. You normally will be the one who decides when therapy will end, but there are three exceptions to this. If I determine that I am unable, for any reason, to provide you with the services you are requesting at a high professional standard, I will inform you of this decision and refer you to another therapist who may better meet your needs. Second, if you verbally or physically threaten or harass me, my office, or my family, I reserve the right to terminate you from treatment immediately and unilaterally. Third, I reserve the right to refuse or terminate a session if you or anyone in the session is suspected of being under the influence of a mood-altering substance. You will be responsible and charged for full payment of the normal fee.

Vacations. I am away from the office several times each year to attend professional meetings. If I am not receiving or responding to phone or email messages during those times, I will have someone cover my practice. I will tell you in advance of any anticipated lengthy absences and give you the name and phone number of the therapist who will be covering my practice during my absence.

COMPLAINTS

If you are unhappy with the way your therapy is proceeding, I hope you will talk about it with me so that I can respond to your concerns directly. I will take such concerns seriously and meet them with care and respect. You are also free to discuss any complaints about me with anyone you wish. You do not have any responsibility to maintain confidentiality about what I say or do. You are the person who has the right to decide what you want kept confidential.



Your signature on the following separate page indicates that you have read the information in this document, understand it fully, have discussed any questions or matters of concern with me and/or others, and agree to abide by its terms during our professional relationship.

Elayne S Daniels PhD, NHSP, RYT

275 Turnpike Street, Canton, MA 02021

<mailto:DrD@DrElayneDaniels.com>

<tel:781-575-0390>

Signature page for the consent form:

Your signature on this page indicates that you have read the information in the consent form document, understand it fully, have discussed any questions or matters of concern with me and/or others, and agree to abide by its terms during our professional relationship.

Print Name

Date

Signature