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THERAPIST-CLIENT SERVICE AGREEMENT/INFORMED CONSENT

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

THERAPEUTIC SERVICES: Psychotherapy is not easily described in general. It varies depending on the personalities of the therapist and client, and the particular problems you or your child are experiencing. There are many different methods I may use to deal with the problems you hope to address. Psychotherapy is somewhat like a medical doctor visit in which it calls for a very active effort on your part. In order for the therapy (or course of treatment) to be most successful, you or your child will have to work on things we talk about during our sessions. Psychotherapy can have benefits and risks, and there are no guarantees of what you or your child will experience. Psychotherapy has also shown to have many benefits. Psychotherapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. On the other hand, since therapy often involves discussing or exploring unpleasant aspects of life, you or your child may experience uncomfortable feelings like anxiety, sadness, guilt, anger, and frustration. You or your child will be presented with strategies to use to help understand and alleviate these feelings. It is important to note, there are no guarantees about what will happen in psychotherapy. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions. In the event that the goals and objectives set for treatment are not met or you experience an unexpected outcome of treatment, you agree to release, indemnify and hold harmless Karen LeVasseur, LCSW and Calm4kids Therapy Center, LLC, as well as their employees, agents, representatives, successors etc. from all losses, claims, liabilities, causes of action or expenses, known or unknown arising from your or your child's willing participation in psychotherapy. The first 1-2 sessions will involve a comprehensive evaluation of your or your child's needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work might include. At that point, we will discuss treatment goals for you or your child and create an initial treatment plan. You should evaluate this information and make your own assessment about whether you feel comfortable working with me. 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.

APPOINTMENTS: Appointments will ordinarily be 45 minutes in duration, once per week at a time we agree on, although some sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you provide me with 24 hours notice. If you miss a session without canceling, or cancel with less than 24 hour notice, my policy is to collect the amount of your co-payment if you are using insurance or a fee of \$25 if you are not using insurance [unless we both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that every therapy session is essential to your well-being and to my ability to continue supporting my clients. I understand that the need to cancel does arise, but please try to limit cancellations to only those that are absolutely necessary. If it is possible, I will try to find another time to reschedule the appointment. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time. Likewise, if I am unable to keep an appointment with you within the 24-hour cancellation period, you will not be charged for that session, and I will reschedule you for my earliest opening.

PROFESSIONAL FEES: The standard fee for the initial intake is \$175.00 and each subsequent 45 minute session is \$135.00 for individual sessions and \$175.00 for joint or family sessions. You are responsible for paying at the time of your session unless prior arrangements have been made. Payment can be made by check, cash or credit card. Any checks returned to my office are subject to an additional fee of up to \$25.00 to cover the bank fee that I incur. If you refuse to pay your debt, I reserve the right to use an attorney or collection agency to secure payment. In addition to weekly appointments, it is my practice to charge \$175.00 an hour on a prorated basis (I will break down the hourly cost) for other professional services that you may require such as report writing, telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of me. If you anticipate becoming involved in a court case, I recommend that we discuss this fully before you waive your right to confidentiality. If your case requires my participation, you will be expected to pay for the professional time required even if another party compels me to testify.

INSURANCE: In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. It is important to note that I am an OUT OF NETWORK provider. Your health benefits for out of network care may differ from those for in-network care. It is your responsibility to insure that I am paid my full fee at the time of service. I will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. With your permission, I will assist you to the extent possible in filing claims and ascertaining information about your coverage, but it is your responsibility to understand your insurance benefits for out of network care and file claims for out of network reimbursement. If you prefer to use a participating provider, I will refer you to a colleague. You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. (Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from a book entitled the DSM-5. There is a copy in my office and I will be glad to let you see it to learn more about your diagnosis, if applicable.).

PROFESSIONAL RECORDS: You should be aware that, pursuant to HIPAA, I keep Protected Health Information (PHI) about you or your child in two sets of professional records. One set constitutes the clinical record. It includes information about your reasons for seeking therapy for you or your child, a description of the ways in which problems impact life, a clinical diagnosis, the goals we have set for treatment, progress towards those goals, medical and social history, treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Exceptions to this are unusual circumstances that involve danger to you or your child or others, or circumstances that make reference to another person (unless such other person is a health care provider), and I believe that access is reasonably likely to cause substantial harm to such other person, or if information is supplied to me confidentially by others. All clinical records are kept electronically on an encrypted and secure therapy website. You or your legal representative may examine and/or receive a copy of your clinical record if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. The exceptions to this policy are contained in this Notice form. In addition, I also keep a set of psychotherapy notes. These notes are for my own use and are designed to assist me in providing you or your child with the best treatment possible. While the contents of psychotherapy notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact treatment. They may also contain particularly sensitive information that you may reveal to me that is not required to be included in the clinical record, and information supplied to me confidentially by others. Psychotherapy notes are kept separate from the clinical record. Psychotherapy notes are not available to you, and cannot be sent to anyone else, including insurance companies, without your written, signed authorization. Insurance companies cannot require your authorization as a condition of coverage, and they cannot penalize you in any way for your refusal to provide them.

CONFIDENTIALITY: As a general rule, I will keep the information you or your child shares with me in our sessions confidential, unless I have your written consent to disclose certain information. There are, however, important exceptions to this rule that are important to understand before you or your child shares personal information with me in a therapy session. In some situations, I

am required by law or by the guidelines of my profession to disclose information whether or not I have your permission. I have listed some of these situations below. Confidentiality cannot be maintained:

>If a client tells me he/she plans to cause serious harm or death to him/herself, and I believe he/she has the intent and ability to carry out this threat in the very near future.

> If a client tells me he/she plans to cause serious harm or death to someone else who can be identified, and I believe the client has the intent and ability to carry out this threat in the very near future. In this situation, I must inform the person who is intended harm.

>If a client is involved in a court case and a request is made for information about the client's counseling or therapy. If this happens, I will not disclose information without the client's written agreement unless the court requires me to. I will do all I can within the law to protect the client's confidentiality, and if I am required to disclose information to the court, I will inform the client that this is happening.

>A client who is a minor tells me he/she is being physically, sexually or emotionally abused or neglected by an adult. By law I am required to report this information to DCF (previously called DYFS, the state Department of Youth and Family Services).

>A client who is a minor informs me he/she is engaging in activities that are dangerous or could potentially cause harm to the child or to others. In this case I will decide whether it is essential to the child's safety to inform parents of said activities.

> I may occasionally find it helpful to consult other medical and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The other professionals are also legally bound to keep the information confidential. Unless you wish that I do so, I will not tell the client about these consultations unless I feel that it is important to my work with the client. I will make note of these consultations in the clinical record.

> At times I may employ administrative staff to help with scheduling and quality assurance practices. I may need to share protected information, such as a client's name and telephone number, with these individuals for purely administrative purposes.

> If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.

>If a client files a worker's compensation claim, and I am providing treatment related to the claim, I must, upon appropriate request, furnish copies of all psychological reports and bills.

CONTACTING ME: I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voice mail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If, for any number of unseen reasons, you do not hear from me or I am unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe, 1) go to your Local Hospital Emergency Room, or 2) call 911 and ask to speak to the mental health worker on call. I will make every attempt to inform you in advance of planned absences, and provide you with the name and phone number of the mental health professional covering my practice.

VACATION TIME: Calm4Kids Therapy Center, LLC will be closed during the following weeks: Week of President's Day, Week of Easter, Week of Labor Day, Week of Thanksgiving, Week of Christmas.

PATIENT RIGHTS: HIPAA provides you with several new or expanded rights with regard to your or your child's clinical record and disclosures of protected health information. These rights include requesting that I amend your or your child's record; requesting restrictions on what information from your or your child's clinical record is disclosed to others; requesting an accounting of most disclosures of protected health information (PHI) 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 copy of this Agreement, the Notice Form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS AND PARENTS: Clients under 18 years of age, who are not emancipated, and their parents should be aware that the law allows parents to examine their child's treatment records unless I believe that doing so would endanger 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 from parents that they consent to give up their access to their child's records. If they agree, during treatment I will provide them with only general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. 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 those cases, I will notify the parent of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he or she may have.

DIVORCED PARENTS: I understand that I must provide Karen LeVasseur with legal documentation regarding custody of my child. If I am the sole legal custodial parent I will either provide a letter from my attorney stating that there is nothing in the custody agreement that would prevent me from seeking evaluation and/or treatment for my child OR I will get evidence in the form of a copy of the section of the legal custody agreement verifying that I am the sole legal custodian who has the right to make decisions regarding my child's mental health. If I have joint legal custody I will provide evidence of the joint legal custody agreement AND I will provide consent from both parents in writing for mental health evaluation and/or treatment. If I am the non-legal custodial parent I have the right to access my child's medical records. I may also seek emergency medical treatment, which probably does not include mental health treatment. I understand that Karen LeVasseur is not agreeing to be an expert witness or to testify on my behalf or on the behalf of any other individual other than my child at any deposition, court proceeding, or in any other way. I understand that Karen LeVasseur may or may not meet with me, my attorney, or any other party or attorney in any custodial or divorce proceeding at her sole discretion. I understand that Karen LeVasseur will charge her regular fee of \$175.00 per hour for any work that is related to the custody or welfare of my child. I understand that Karen LeVasseur may also charge for the receipt of any correspondence or acceptance of any telephone calls related to the custody or welfare of my child.

PROBLEMS OR QUESTIONS: If you need more information or have questions about the privacy practices described above please speak to me if you have a problem with how your PHI has been handled or if you believe your privacy rights have been violated, contact me. You have the right to file a complaint with me and with the Secretary of the federal Department of Health and Human Services at 200 Independence Avenue, SW, Washington, DC 20201 or by calling 202.619.0257. I promise that I will not in any way limit your or your child's care or take any actions

Please sign the Informed Consent on the next page and return to Karen LeVasseur, LCSW. Retain the Service Agreement for your personal records.

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CONSENT TO PSYCHOTHERAPY: Your signature below indicates that you have read and understand this Agreement, agree to the terms and you consent to treatment at Calm4Kids Therapy Center, LLC. In the case of divorce, the signature of both parents is required for a minor child. Email consent will be accepted from the non-custodial parent.

Signature: _____ Date: _____

Signature: _____ Date: _____