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PSYCHOTHERAPIST-CLIENT SERVICES AGREEMENT

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.

PSYCHOLOGICAL SERVICES

The benefits of therapy have been repeatedly and scientifically demonstrated for most people in many situations. Depending on your initial issues and symptoms, benefits might include the lessening of depressive symptoms, feeling less anxious, or relief of other initial symptoms. Therapy often leads to better relationships, solutions to specific problems, and can assist people to achieve greater life balance and fulfillment in their personal and professional lives.

As with any treatment, there are both risks and benefits associated with psychotherapy. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness as you begin the healing process. However, these feelings may be a natural and important part of your therapy. Talking about the emotions that come up during therapy can be a significant part of the healing process, and I hope to discuss any emotional reactions, positive or negative, that you have during our work. It can also be valuable to recognize that therapy is usually not a linear process. There may be some sessions that you have strong reactions to and which have a significant effect on symptoms, and other sessions that you do not.

MEETINGS

I normally conduct an initial consultation period that will last from 2 to 3 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. Therapy involves a significant commitment of time, money, and energy, so you should feel comfortable with the therapist you choose. 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 connect with another mental health professional.

If psychotherapy is begun, I will usually schedule one 45-minute session per week at a time we agree on, although frequency of appointments will depend on your specific needs. Due to the nature of psychotherapeutic work I must adhere firmly to time guidelines. As such, if you are late to a scheduled appointment it will end at its regularly scheduled time. If I am late to a session I will either make up the lost time or adjust the fee accordingly.

CANCELLATION POLICY

Once an appointment hour is scheduled, you will be expected to attend and pay for it unless you provide 24 hours advance notice of cancellation for any reason. Please remember that insurance companies do not typically reimburse for cancelled sessions. If you would like to reschedule a cancelled session during the same week I will attempt to accommodate your request.

PROFESSIONAL FEES

I charge for professional services that require more than 15 minutes of my time. Such services might include report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. My fees for these services will be based on the prorated hourly rate for individual therapy appointments. For example, if I spent 30 minutes preparing a treatment summary, the cost would be half of the cost of a session of individual therapy. I typically have minor rate increases annually.

BILLING AND PAYMENTS

Payment can be made by cash, check or credit card. During the initial 2-3 session evaluation process you will be expected to pay for each session at the time it is held. After the evaluation process I will bill on a monthly basis--you will receive an invoice by email at the end of each month and payment will be due by the 10th of the subsequent month. If payment is not received by the middle of the subsequent month, I may choose not to schedule an appointment until after payment is made. If there are any concerns about finances and making payment, please bring that up as part of our work together.

INSURANCE REIMBURSEMENT

If you have a health insurance policy that includes an “out of network” option, it will usually provide some reimbursement for mental health treatment. I will provide you with an invoice that contains all the information necessary for you to submit a claim for reimbursement and I'm happy to assist you in submitting that the first time. I will provide you with whatever assistance I can in helping you receive the benefits to which you are entitled. However, you (and not your insurance provider) are ultimately responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers.

CLIENT RIGHTS

HIPAA (Health Insurance Portability and Accountability Act) provides you with several new or expanded rights with regard to your clinical records and disclosures of protected health information. The attached form entitled “Notice of Policies and Practices to Protect the Privacy of Your Health Information” lists these rights.

CONTACTING ME

Because email is not a confidential form of communication and is not covered by HIPPA regulations, I discourage the use of email as a form of communicating with me. If you choose to email me, please do so only for scheduling purposes and do so with the understanding that I cannot guarantee the confidentiality. While I will not share your emails, email providers such as Google do have access to email content. I therefore request phone contact as the primary means of communication. Voicemail messages are confidential.

I am often not available immediately by phone because I will not answer the phone while I am with a client. I check my voicemail regularly and make a concerted effort to respond to all voicemails within a timely manner. If you need to reach me and feel that you cannot wait for me to return your call, contact your family physician or go to the nearest emergency room.

PROFESSIONAL RECORDS

The law and the Ethical Standards of my profession require that I keep Protected Health Information about you in your clinical record. Except in unusual circumstances, you are entitled to receive a copy of your records if you request it in writing. Because these are

professional records, they can be misinterpreted and/or upsetting to untrained readers. I recommend that you review them in my presence so that we can discuss the contents or have them forwarded to another mental health professional so you can discuss the contents.

CONFIDENTIALITY

In general, the confidentiality of all communications between a client and a psychologist is protected by law, and I can only release information about our work to others with your written permission.

There are several exceptions to the rule of confidentiality:

- I may be required to break confidentiality in the event of clear or imminent risk to yourself or another person.
- In the event that you disclose information that provides evidence of abuse of a minor or a vulnerable adult, the law may require that I make a report to the appropriate state agency.
- In certain legal proceedings, confidential information may be disclosed by court order. This is a rare occurrence and would not happen without your knowledge.

Confidentiality is protected between all modalities of therapy. This means that information that you may share in an individual session will not be shared in a couples session or a group session.

It can be helpful to consult other professionals about cases. During a consultation, I only use de-identified information to protect the confidentiality of my clients. The consultant is also legally bound to keep the information confidential. If you do not object, I will not tell you about these consultations unless I feel that it is important to our work together.

MINORS & PARENTS

Clients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. The effectiveness of psychotherapy depends on the client's sense of trust and safety in the therapeutic relationship so that the client is willing to honestly address problems. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment. Therefore, it is usually my policy to request an agreement from any client between 14-17 and his/her parents allowing me to share general information about the progress of treatment and their child's 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 which case I will notify the parents 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/she may have.

Acknowledgement

Your signature below indicates that you have read this agreement and agree to its terms.

Name of Client: _____

Signature of Client: _____ Date: _____

If minor, Guardian's Signature: _____ Date: _____

Signature of Therapist _____ Date: _____

Alexander M. Afram, Ph.D.

Please return this signed consent form to me. I will provide you with a copy for your records. Thank you.

**Notice of Policies and Practices to Protect the Privacy of Your Health Information:
HIPAA (The Health Insurance Portability and Accountability Act)**

THIS NOTICE DESCRIBES HOW MENTAL HEALTH AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. Uses and Disclosures for Treatment, Payment, and Health Care Operation

I may use or disclose your Protected Health Information (PHI) for Treatment, Payment, and Health Care Operations purposes with your written authorization. To help clarify these terms, here are some definitions:

- “PHI” refers to information in your health record that could identify you.
- “Treatment, Payment and Health Care Operations”
 - Treatment is when I provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or a psychologist.
 - Payment refers to reimbursement for your health care. Examples of payment are when PHI is disclosed to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
 - Health Care Operations are activities that relate to the performance or operation of the practice. Examples are quality assessment and improvement activities, business-related matters (such as audits) and administrative services, case management and care coordination.
- “Use” applies only to activities within the office, such as sharing, employing, applying, utilizing, examining and analyzing information that identifies you.
- “Disclosure” applies to activities outside of the office, such as releasing, transferring or providing access to information about you to other parties.
- “Authorization” is your written permission to disclose confidential mental health information. All authorizations to disclose must be on a specific legally required form.

II. Other Uses and Disclosures Requiring Authorization

I may use or disclose PHI for purposes outside of treatment, payment or health care operations when your appropriate authorization is obtained. In those instances when I am asked for information for purposes outside of those outlined above, I will obtain authorization from you before releasing that information. I will also need to obtain authorization before releasing your Psychotherapy Notes. These are notes I have made a

bout our conversation during a private, group, joint or family counseling session, which I have kept separate from the rest of your record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or Psychotherapy Notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of insurance coverage, as the law provides the insurer with the right to contest the claim under the policy.

III. Uses and Disclosures without Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances:

- Child Abuse – if I know or have reasonable cause to suspect that a child known to me in my professional capacity has been or is in immediate danger of being mentally or physically abused or neglected, I must immediately report such knowledge or suspicion to the appropriate authority.
- Adult and Domestic Abuse – If I believe that an adult is in need of protective services because of abuse or neglect by another person, I must immediately report this belief to the appropriate authorities.
- Health Oversight Activities – If the D.C. Board of Psychology is investigating me or my practice, I may be required to disclose PHI to the Board.
- Judicial and Administrative Proceedings – If you are involved in a court proceeding and a request is made for information about the professional services I have provided you and/or the records thereof, such information is privileged under D.C. law, and I will not release information without the written authorization by you or your legally appointed representative or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- Serious Threat to Health or Safety – If I believe disclosure of PHI is necessary to protect you or another individual from a substantial risk of imminent and serious physical injury, I may disclose the PHI to the appropriate individuals.
- Worker’s Compensation – If I am treating you for Worker’s Compensation purposes, I must provide periodic progress reports, treatment records and bills (upon request) to you, the D.C. Office of Hearings and Adjudication, your employer, or your insurer (or their representatives).

IV. Patient's Rights and Provider's Duties

Patient's Rights:

- Right to Request Restrictions – You have the right to request restrictions on certain uses and disclosures of protected health information. However, I am not required to agree to a restriction you request.
- Right to Receive Confidential Information by Alternative Means and at Alternative Locations – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are in treatment with me. Upon your request, I will send bills to another address).
- Right to Inspect and Copy – You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases you may have the decision reviewed. You may be denied access to Psychotherapy Notes if I believe that a limitation of access is necessary to protect you from a substantial risk of imminent psychological impairment or to protect you or another individual from a substantial risk of imminent and serious physical injury. I shall notify you or your representative if I do not grant complete access. Upon your request, I will discuss with you the details of the request and denial process.
- Right to Amend – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. Upon your request, I will discuss with you the details of the amendment process.
- Right to an Accounting – You generally have the right to receive an accounting of disclosures of PHI. Upon your request, I will discuss with you the details of the accounting process.
- Right to a Paper Copy – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

Provider's Duties:

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- I reserve the right to change privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I intend to revise my policies and procedures, I must describe in a notice to patients how I will provide patients with a revised notice of privacy policies and procedures (e.g. by mail, email).

V. Questions and Complaints

If you have questions about this notice, disagree with a decision I make about access to your records, or have other concerns about your privacy rights, you may contact me. If you believe that your privacy rights have been violated and wish to file a complaint with me, you may send your written complaint to me at: 1120 19th Street NW, Suite 490, Washington, DC 20036. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. I can provide you with the appropriate address upon request. Please note: you have specific rights under the Privacy Rule. I will not retaliate against you for exercising your right to file a complaint.

VI. Effective Date, Restrictions and Changes to Privacy Policy

This notice went into effect on August 1, 2004. I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. I will provide you with a revised notice by mail or in person.