

STEPPING STONES | Children's Psychological Services

Leslie E. Spieth, PhD

Licensed Clinical Psychologist

226 Massachusetts Ave., Suite 2A

Arlington, MA. 02474

781.316.0175

LeSpieth97@gmail.com

Outpatient Services Agreement

Welcome to my practice! Please read the following information carefully.

Legal Privacy Protections and Patient Rights

This document provides important information about my professional services and business policies. It also contains information about the *Health Information Portability and Accountability Act (HIPAA)*, a federal law that provides for privacy protections and patient rights. You may request a copy of the HIPAA laws and *Protected Health Information (PHI)* regulations.

When you sign this document it will represent a legal agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it. For example, if there are any obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy, or if you have not satisfied any financial obligations you have incurred, then this Agreement will stand.

Psychological Services - Overview

Psychotherapy is not easily described in general terms. The experience varies widely across therapists, clients, problems, and treatment approaches. Unlike visits with a physician, psychotherapy often calls for an active effort on the part of child clients and their parents. Cognitive Behavioral Therapy (CBT), in particular, involves work during therapy sessions and at home in between sessions.

Psychotherapy can have both risks and benefits. Therapy often involves discussing difficult issues. Thus, you and your child may experience some uncomfortable feelings such as sadness, guilt, anxiety, frustration, and anger. On the other hand, therapy has been shown to have many benefits including improved coping skills, solutions to specific problems, improved relationships, and reductions in emotional distress. However, there are no guarantees of what you and your child will experience.

During our first one-hour session, typically a parent consultation meeting, I will gather history about your child, your family and your own mental health backgrounds. I will also provide you with information about my approach to clinical assessment and treatment of mental health issues. At the end

of our first session we will decide together whether or not it seems that I would be a good fit for your child and your family.

Therapy involves a large commitment of time, money, and energy, so it is important to be careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I am always glad to facilitate a referral to another mental health professional for a second opinion.

Clinical Sessions

If we agree to proceed, I typically schedule one 45-minute session per week at a mutually agreeable time. I make every effort to begin each session at the beginning of the hour and end 15 minutes before the next hour. I am often asked to predict how many sessions will be necessary to meet the treatment goals. Unfortunately, I am unable to reliably predict this. However, my treatment approach is problem-focused and I tend to develop treatment plans that are 8-12 sessions to begin with. Having said this, it is not uncommon for me to work with a child for much longer.

Privacy and Confidentiality

Written Records. The laws and standards of my profession require that I keep *Protected Health Information (PHI)* about you and your child. You may examine and receive a copy of your records if you provide me with a written request. In the majority of situations, parents of minor children (under the age of 18), have the legal right to examine records. In cases of divorce, both parents have equal access to their child's records, even if one person has sole legal custody. If I believe that access would endanger you or your child, you have a right to a summary and to have your child's record sent to another mental health professional or your attorney. Because these are professional records they can be misinterpreted by untrained readers. For this reason, I recommend that you initially review them in my presence. In most situations I am allowed to charge a processing fee of \$1.00 per page. If I refuse your request for access to your child's records you have a right of review which I will discuss with you upon request.

HIPAA provides you with several expanded rights with regards to your child's *Clinical Record* and disclosures of *Protected Health Information (PHI)*. These rights include requesting that I amend your record; requesting restrictions on what information from your child's *Clinical Record* is disclosed to others; requesting an accounting of most disclosures of PHI that you have neither consented to nor authorized; determining the location to which PHI disclosures are sent; having any complaints you make about my policies and procedures recorded in your child's records; and the right to a paper copy of this Agreement, a PHI Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

Beginning in January 2018 all of my records are entered electronically. I use an online platform called TherapyNotes. TherapyNotes is a secure HIPAA-compliant program with a fully encrypted database. This program allows me to send you electronic appointment reminders and monthly statements.

Confidentiality. In general, laws protect the privacy of all communications between a client and a psychologist. In most situations, I can only release information about our work to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. There are other

situations that require only that you provide written advance consent. Your signature on this form provides consent for these activities, as follows:

Exceptions to Confidentiality. However, laws in the Commonwealth of Massachusetts exist which establish exceptions to the general rule of confidentiality and which may require me to release information in certain circumstances even without your permission.

* When a client is threatening serious harm to himself / herself or to another, I am required by law to disclose information or take protective actions, which may include notifying the potential victim, contacting the police, or seeking the client's hospitalization.

* When I have reason to believe that a child under that age of 18 is suffering physical or emotional injury resulting from abuse inflicted upon him or her which causes harm or substantial risk of harm to the child's welfare (including sexual abuse), or from neglect (including malnutrition), the law requires that I file a report with the Department of Social Services (DSS).

* When I have reason to believe an elderly, or disabled person is being or has been abused and / or neglected, the law requires that I report this information to the Department of Elder Affairs.

* When a judge orders me to disclose records or testify about confidential circumstances in certain legal proceedings.

These situations rarely occur in my practice. Should such situations arise I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions you might have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be required.

Privacy for Minor Children. If your child is in therapy, both parents will need to give consent for me to provide services to your child, even if divorced. If I am working individually with your child it will be important to discuss which aspects of my communications with your child will remain confidential. As parents, you are the most important people in your child's life, and it is necessary for you to be active partners in your child's treatment. However, it may be difficult for a child, particularly an adolescent, to have a productive relationship with any therapist if he or she feels that what is said in therapy will always be shared with his or her parents. At the onset of treatment we will develop a plan for how communications will be handled that best meets the needs of your child and his or her therapy goals.

Consultation. Because I strive to provide the highest quality of care, I may periodically consult with other, experienced, licensed mental health professionals regarding your child's treatment. During these consultations I will share limited information and none that would identify your child. The other professionals are required by law to keep what I share confidential. Consultation is a standard, ethical, and accepted part of high quality mental health care. Unless you object, I will not tell you about these consultations unless I feel it is important in our work together. I will note all consultations in your child's Clinical Record. Additionally, you will not be charged for such consultations.

Communications from Me. During the course of therapy it is often necessary for me to contact parents by telephone to confirm appointments, share clinical information or respond to voicemail messages. When I do not reach you in person I may need to leave a message. In order to protect your confidentiality, I will not use my title of “Dr.” Nor will I leave specific information that would indicate your child is seeing me for psychotherapy, unless you give me express permission to do so. *My New Client Registration Form* allows you to indicate preferences and limitations on messages from me.

Contacts Outside My Office. If we should happen to meet in a public space, such as a grocery store or bank, in order to protect your confidentiality I will not acknowledge that I know you unless you do so first. This rarely occurs, but it can feel awkward and uncomfortable unless you are aware that I will always protect your and your child’s privacy in this way.

Emergencies

In the case of a clinical emergency please contact your child’s pediatrician, call 9-1-1, or go to the nearest emergency room. After you have contacted medical personnel who provide 24-hour emergency services, please call me on my cell phone at 781-367-8415. I will respond as soon as I am able. Please do not wait for a return phone call from me to take action to keep your child safe.

Contacting Me Between Sessions

If you need to contact me in between sessions regarding routine or clinical matters, please leave a message on my voicemail at 781-316-0175. I am often not immediately available by telephone, but I do check my voicemail messages several times per day, Monday through Thursday from 9:00 AM - 9:00 PM, and will return your call as soon as I am able. If I am unavailable for an extended period of time (such as during vacations) I will leave the name and number of a colleague on my outgoing voicemail whom you may contact if necessary.

Professional Fees

The fee for an initial evaluation, typically with both parents but not the child, is \$250.00 for one hour. The fee for each subsequent 45-minute session is \$200.00. Telephone consultations that are longer than 15 minutes will be billed at a pro-rated amount. Similarly, when I consult with another professional or attend a school meeting about your child, I will bill you for the time involved based on a rate of \$250.00 per hour. This includes off-site travel time.

If you become involved in litigation that requires my participation, you will be expected to pay for the professional time required even if I am compelled to testify by another party such as an attorney or judge. Because of the complexities of legal involvement, I charge \$500.00 per hour for preparation, travel, and the attendance of any legal proceeding.

Payment. All fees are due at the time the service is provided. Payments may be made in cash, check, credit card, or electronically using a service such as PayPal. I process credit card payments through the CardPointe platform. We will discuss your preferences and agree upon the most mutually convenient payment method. I do not accept insurance or third party payments of any kind. You will receive a statement via your email of all services and payments made during each month, at the end of the month, and you may submit these statements to a Flexible Spending Account (FSA) or to your

insurance company. But the reimbursement process will be your responsibility. I will be glad to provide you with the documentation you need to do this. Please be aware that insurance companies require a psychiatric diagnosis in order to reimburse. Once I provide third parties with that information on your behalf, I can no longer ensure its confidentiality.

Cancellation Policy

If you need to cancel an appointment, please provide me with **at least 48 business hours** of advance notice. In the event that you do not cancel at least two business days in advance of your child's scheduled appointment, you will be charged \$200.00. If your child becomes suddenly ill or there are unforeseen circumstances such as a snowstorm or flat tire, I will not bill for the missed appointment.

YOUR (PARENT) SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS.

SIGNATURE OF PARENT #1 / LEGAL GUARDIAN

DATE

(PRINTED NAME)

SIGNATURE OF PARENT #2 / LEGAL GUARDIAN

DATE

(PRINTED NAME)

ASSENT BY PATIENT WHO IS 18 YEARS OR OLDER:

SIGNATURE OF PATIENT

DATE

(PRINT NAME)