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# Couples Counseling and Intensive Agreement with Tele-Therapy Addendum

This form is for informational purposes. Completing it does not convey a therapy/client relationship
What are your names?

Phone(s):

Email address/es:

Who made your referral to me?

Billing Address/Zip Code:

# Engagement in and Termination of Therapy with Suzanne Pratt LCSW

Counseling involves interventions designed to support you in addressing the conditions which have led you to seek therapy. Our first session will involve an oral history interview about your relationship, after which I will ask you to complete a set of questionnaires, and perhaps meet with each of you individually. At this point, I will be able to provide a feedback session during which we can establish the goals for the completion of therapy. During the first preparatory session I will be considering whether we are a good therapeutic fit. I do not accept clients who, my opinion, I cannot help. I make the assumption that if you are attending couples therapy your shared goal is to eradicate barriers to closeness and that you want help in forging a stronger bond and/or communicating more effectively. If this is not your goal, probably we will not be a good fit.

Participation in therapy can result in a number of benefits to you. You may experience increased insight into your patterns of feeling, thinking, behaving and relating to others; improvement in your relationships; resolution of any symptoms that brought you into therapy; and insights, lessons, or techniques that will ameliorate current and future life challenges.

Couples who benefit from therapy are those who can be candid. When information about your feelings, thoughts, behaviors, relationships, or other difficulties are withheld, it is not possible for the therapist to help you with them or to help your partner understand how they may be related (or not) to the issue for which you are seeking treatment. Benefits also require consistent attendance in therapy and work both in and outside of therapy sessions. Therapy involves talking about experiences in your life that may cause you to feel difficult emotions. The goal is to work through, rather than get stuck in, difficult emotions or thoughts. During the process, you may experience intensified thoughts or emotions (e.g. anger, hurt, frustration, or confusion). Some people notice an

immediate sense of relief when they share their pain. Others may notice that their symptoms get worse, before they begin to get better. In either case, it's important to share your reactions to therapy with me.

Therapy may also involve recommendations or referrals to additional services that support your wellness (e.g. psychiatrist, neuropsychologist, physician, sex therapist). In some cases these treatments are so vital and central to your recovery that your clinician is unable to ethically continue providing therapy without your concurrent treatment with these providers. Failing to follow these recommendations may result in impaired treatment progress, suicidal thoughts or actions, deteriorating medical condition, termination of treatment with this clinician, even death. Most often, however, these are recommendations not requirements.

If at any point during psychotherapy I conclude that my methods are not effective in helping you reach your goals, I will discuss it with you and, if appropriate, terminate or suspend treatment. You have the right to seek a second opinion from another therapist or to terminate therapy at any time. If you do not reach out to me for more than one month, I will close your file and mark it inactive. Please understand that this may result in your having to be placed on a wait list in some circumstances should you wish to get back onto my schedule. In any of these cases, I will give you referrals if you request them. If you authorize it in writing, I will talk to the psychotherapist of your choice in order to help with your transition to another clinician.

#### Engagement in and Termination of Intensive Couples Consultation in Particular

Intensive Couples Psychotherapy is short-term and highly focused. Its purpose is to help provide direction to premarital couples, or to assist couples in the resolution of a current crisis or a specific issue in an enduring relationship. It is not meant as on-going, long-term couples' therapy. Because time is limited, it does not always include a full relationship assessment, nor a teaching of every skill included in the *Gottman Art and Science of Love* workshop. Rather, with information gleaned from my assessment and your questionnaires, goals are set to fill the most compelling needs. The therapy methods I use (mainly Gottman and Emotionally Focused Therapy for Couples) pertinent to achieving these goals are incorporated into the treatment.

When full days are scheduled, the sessions may include three to four hours of therapy in the morning, a break for lunch and three to four hours of therapy in the afternoon. Couples are only charged for clinical time with me, not for breaks. When a block of four or fewer hours is scheduled, I generally work right through the time without any formal breaks.

As a contributor to The Gottman Institute's research on this intensive therapy format, comparing it to traditional weekly/hourly sessions, I find the preliminary results promising. This "massing and fading" approach has been shown to have significant benefits. It often leads to reduction in distress, resolution of specific problems, and a stronger relationship. In many cases, it has moved couples thinking of divorce to recommitting to one another in new ways. It provides a buffer from destructive conflict patterns and minimizes the predictors of divorce.

However, it is important that you also understand the risks. This format will move you more quickly and intensely into the areas of difficulty. You and/or your partner will likely experience uncomfortable feelings, e.g. sadness, guilt, anxiety, anger, loneliness, and helplessness. Your therapy may also involve recalling especially unpleasant aspects of your history together and/or individually, which must be reckoned with together in order to go forward.

Difficulties between you may become temporarily amplified. Additionally, difficulties with people important to you may also occur, family secrets may be disclosed, and despite my best efforts, therapy may not work out well. Thus, I can make no guarantees about how the therapy process will be for the two of you specifically or

what the outcome would be for your relationship. In addition, Intensive Therapy is usually unadvisable in the following situations:

- If there is active alcohol or drug addiction on the part of either or both partners, from either partner's perspective
- If there is serious violence in your relationship
- If either partner has an untreated major mental illness such as schizophrenia, psychosis, or a pain or sleep disorder (such conditions impede progress or sometimes make it impossible)
- If there is an undisclosed, current affair that you are not willing to disclose (such secrets are predictive of counseling failure)
- If either partner is currently suicidal or homicidal or has a history of serious harm to self or others that is likely to emerge in the intensive format
- If a firm decision has already been made in secret to leave the relationship

## **Concluding Intensive Therapy**

Upon completion of the therapy session or sessions, I can make recommendations for you as a couple and/or for you individually. I ask that you contact me for integrative sessions as needed. I may recommend that the Intensive Couples Therapy be followed up in several months with another Intensive, or with weekly therapy by a couples' therapist other than myself if I do not have the capacity to take on a regular weekly couple, or in your home locale if you are not close to where I practice. In some cases, it may make sense for you to give me permission to coordinate your care with your local therapist, in which case I will ask both of you to sign a Release of Information to allow for this exchange. For the simple purpose of case management, please be aware that unless I hear from you within 30 days of our Intensive, I will close your file, mark it inactive, and that this may result in your being placed on a waitlist should you wish to schedule additional time with me.

If you are seeing me in the Charleston location, I am only offering one-time full-day intensive sessions. I offer no ongoing therapy in Charleston at this time. These sessions serve as a starting point, and follow up, if necessary, would be to a referral to a local colleague, if requested.

#### Contacting Me

I am usually unable to answer phone calls as they come in. My business cell phone, (801) 484-8838, is answered by voicemail. My response time is usually within 48 hours. I will make every effort to return your call promptly, with the exception of weekends, holidays and during the night time. You may also contact me via email at pratt@closercouples.com to communicate about scheduling issues. Therapy happens in my office, during our scheduled time, not by text and email. If you need to reach me between sessions, I charge for time spent on the phone in increments of 30 minutes. If you are unable to reach me and feel you are truly experiencing a life-threatening crisis, immediately call the University of Utah Neuropsychiatric Institute's hotline at (801) 583-2500, contact your family physician, the police (911), or go to your nearest emergency room and *then* let me know how I can help support you further. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact for continuing treatment.

#### Confidentiality

Professional ethics as well as the laws of the State of Utah and the State of South Carolina protect the privacy of communications between clients and their therapists. I may find it helpful to consult with other health and mental health professionals about a case. In particular, I belong to a consultation group with Florie Jackson, LCSW, Kellie Clement LCSW and Mary Fisher, CMHC. In addition, my colleague Joshua Greep LCSW often covers for

me when I am available. If you prefer that I not present your case for any reason to any of these clinicians, please notify me in writing. During a consultation, I avoid revealing the identity of my patient except when not doing so might increase the risk of possible imminent harm. The consulted professionals are 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. Unless you specifically request otherwise, your signature on this Agreement provides consent for this.

I am required by law to report certain circumstances that are emotionally or physically dangerous to vulnerable adults or children. These are detailed in the accompanying *Notice of Policies and Practices to Protect the Privacy of Your Health Information.* If such a situation arises, I will limit my disclosure only to what is necessary.

Electronic communication can be relatively easily accessed by unauthorized people and the privacy and confidentiality of such communication can be easily compromised. Emails in particular are vulnerable to such unauthorized access. Some phone systems may also be vulnerable. Please do not use email or texts in emergency situations. I make every effort to safeguard your confidentiality, but as an extra precaution, do not text or email me anything you would not want a third party to see.

Involving third parties (insurance companies, billing platforms, or communicating via email or text) decreases the absolute privacy of our work together. Please interface with me through them at your discretion. Weigh the pros and cons of these technologies and alert me if you do not wish to use them.

Additionally, communication with me via any online or electronic means (e.g. email, text, video chat) is limited in security and thus your confidentiality may not be guaranteed. Please consider the limits of confidentiality in electronic communications outlined in more detail later (see Telebehavioral Health Section below).

In the event of an injury, illness, or other unexpected emergency situation that results in my becoming unavailable, your basic contact information (name and contact numbers or email) may be provided to a fellow clinician or associated professional. This will allow for your timely notification of appointment cancellations, as well as provide you with an opportunity to obtain further information regarding your continued care.

#### **Dual Relationships**

You may encounter someone you recognize in the waiting room, or me, out in the community. Not all dual relationships are unethical or avoidable, but to minimize the possibility of dual roles, I do not interface with clients on social media platforms nor do I, if it can be helped, engage in social activities with them, or professionally collaborate. Therapy never involves sexual or any other dual relationship that impairs my objectivity, clinical judgment, or therapeutic effectiveness or that can be exploitative in nature. Even though any potential dual relationship with you would be non-sexual and non-exploitative, I would still need to exercise caution before entering into a dual relationship of any kind so that I can provide the best therapy environment for you. If we happen to meet outside of the office, I will not acknowledge working therapeutically with you without your permission in advance. In public places, I will not acknowledge you before you acknowledge me. While you are welcome to visit my professional social media pages, channels or websites, I discourage you from leaving messages there or "following/subscribing," to better protect your privacy and anonymity. Please call it to my attention if a dual relationship becomes uncomfortable for you in any way.

#### Ground rules for Couples Work and Litigation Limitation

For treatment to have any efficacy at all, it is essential that individuals trust that information shared in their couples sessions will be kept confidential, and that it will not be used to harm them. In individual psychotherapy,

the record contains information only about one person, the patient. The patient can choose whether or not to waive the right to confidentiality. With couples therapy, my records have information about both of you and a waiver of the confidentiality/privilege requires the consent of both of you. In the unfortunate circumstance of a divorce, particularly where custody of children is being disputed, records or testimony are sometimes requested in an attempt to support one's case. Not only are psychotherapy records privileged and protected by various statutes, couples psychotherapy is seriously compromised when a request for records or testimony may be made. Because of this, I will reject requests for copies of records without a valid court order. By signing this agreement, you acknowledge and agree that you will not request records of any kind from me regarding or related to your couples therapy. This restriction applies regardless of whether the records you are seeking relate to an individual or joint session. You further agree that if you do request records prior to securing a court order or a mutual release, the requesting party will be responsible for paying my regular hourly rate for the time I spend opposing the request along with all attorney fees and costs. If I am called to testify at a deposition or trial, please be advised that my ability to provide information may be extremely limited and that I consider it outside the scope of my practice to make legal recommendations for either of you or your dependents regarding custody or otherwise, and will say so. If a custody evaluation or recommendation is required, these must come from another source and you should consult an attorney for guidance on this issue. If you become involved in legal proceedings that require my attendance, including depositions and hearings, the requesting party agrees to pay for all of my professional time, including preparation and transportation costs. Because of the difficulty of legal involvement, I charge \$500 per hour for preparation, travel, and attendance at any legal proceeding.

Your relationship is my client. In order to maintain fidelity as your couples counselor, I do not "keep secrets" with one partner from the other; confidentiality and privilege do not apply between the couple unless there is risk of imminent harm. If one of you emails me between sessions, I ask that you cc your partner in your email. If you and I have a phone conversation, I will ask you to restate all that we said upon the next session. The exception to this is when there is true danger, in which case dial 911, and then talk with me about it later. If you arrive separately to my office, press the call light/doorbell once your partner has also arrived, and I'll bring you into my office together. Finally, if one of you would like to work individually with me, I will need assurance from each of you that you no longer wish to see me as a couple; for your sake, I may need to refer you to another therapist, even if I have this assurance. In most cases, my practice is no longer accepting individual psychotherapy clients.

#### Reimbursement

I am no longer participating on any health insurance panels. If you have a health insurance policy that covers couples counseling, I will provide you with a bill you can submit directly to your insurance, and they can reimburse you directly. You (not your insurance company) are responsible for full payment of my fees. Please do not ask me to create a bill for your insurance company indicating that we are engaged in individual therapy if we have contracted for couples therapy.

Disclosure of confidential information may be required by your health insurance carrier (or HMO/PPO/MCO/EAP) in order to process the claim you submit to them. If you instruct me to provide you with a bill so that you may be compensated directly by your insurance company, only the minimum necessary information will be included. Most insurance companies will require that you submit, at the very least, dates of service, a CPT code, and a mental health diagnosis before they will reimburse you. Before you submit a bill with your diagnosis to your insurer for reimbursement, make sure that couples therapy is a covered benefit. Unless authorized by you explicitly, the Psychotherapy Notes will not be disclosed to your insurance carrier.

I have no control over or knowledge of what insurance companies do with the information provided to them or who has access to this information. Submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain health or life insurance. The risk stems from the

fact that mental health information is entered into insurance companies' computers and soon will also be reported to the congress-approved 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 break-ins and unauthorized access. Medical data has been reported to have been sold, stolen, or accessed by enforcement agencies; therefore, there are potential liabilities when you disclose your information.

If you are covered by Medicare, please alert me. In order for us to work together, we need to complete a *Medicare Private Contract*, as I have opted out of being on the Medicare panel.

#### Mediation and arbitration

All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Suzanne Pratt and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed.

#### Consent to Use Protected Health Information

Federal regulations (HIPAA) allow me to use or disclose Protected Health Information (PHI) from your record in order to provide treatment to you, to obtain payment for the services I provide, and other health care operations. Nevertheless, I ask your consent in order to make this permission explicit. I reserve the right to revise my Notice of Privacy Practices at any time. If I do so, the revised Notice will be posted in my office. You may ask for a printed copy of my Notice or to amend your records at any time. You may ask me to restrict the use and disclosure of certain information in your record that otherwise would be disclosed for treatment, payment, or health care operations; however, I do not have to agree to these restrictions. You may revoke this consent at any time by giving written notification. Such revocation will not affect any action taken in reliance on the consent prior to the revocation. This consent is voluntary; you may refuse to sign it. However, I am permitted to refuse to provide mental health care services if this consent is not granted, or if the consent is later revoked.

#### Professional Fees & Payments

Contact CloserCouples for current fees.

A deposit will be charged to secure your intensive session. The remainder of your bill will be calculated and charged at the conclusion of your session. Late cancellations and no shows are very hard on a private practice. If you are late to an appointment, I will only be able to meet for the time left of our scheduled session though I will likely charge you for the whole time we scheduled. If you are unable to attend a scheduled appointment, I request notice of at least 48 hours in advance, in which case your deposit will be refunded in full. For cancellations made within 24-48 hours, ½ of your deposit will be refunded. If less than 24-hour notice is given, or if you do not appear for your session, your full deposit will be withheld.

You may notify me by email, text, or a phone call. You may leave a message if calling outside of business hours. If I lessen or waive this fee once or twice, that does not mean you may always count on my doing so. If you cancel without notice it may lead to being placed on a waitlist to get back in to see me if my practice is full. If I am late to a session, or we mutually conclude early, I will prorate our time together, billing you only for the time you received. If I make a scheduling error and miss an appointment with you or have to cancel without giving you 24-hour notice, then I will discount your next session by 50% in order to make it up to you.

The "No Surprises Act" requires me to provide you with a good faith estimate for the cost of counseling services. You have the right to receive a Good Faith Estimate (GFE). As a couples therapist, I do not identify/diagnose one or the other in the couple, but treat the dynamic between the two. Most insurances do not cover therapy without a diagnosis. Please contact my office for current "No Surprises Act" estimates. You are welcome to suggest a manageable monthly payment plan. Your signature does not create a contract or require you to receive psychotherapy services from me. If actual costs of services greatly exceed the estimate, you may initiate dispute resolution which will not adversely affect your quality of care.

#### Tele-Behavioral Health Services Section

This section is an addendum to my Couples Counseling and Intensive Agreement, and provides information about the teletherapy process. Please take the time to read it carefully and ask about any items that seem unclear. By signing this form, you agree to and understand the teletherapy process and practices between you and your clinician, Suzanne Pratt, LCSW, PC/CloserCouples.

#### **Technology How-To**

Most clients have already received instructions for logging into my secure and HIPAA-compliant platform. If not, please read the following instructions:

#### Identification

To avoid the possibility of losing therapy time dealing with technological issues, please download the tele-therapy application (currently this is Zoom, and I have a HIPAA compliant business account) well in advance of our first meeting. I can assist you if you encounter any problems prior to your appointment.

It takes a few seconds after you log into the waiting room for us to show up on each other's screens. That's normal. If it seems to be taking an inordinate amount of time, feel free to text, email, or call me so that we can troubleshoot together.

Please be sure to EXIT out of any programs that steal bandwidth prior to our sessions. QUIT (don't just minimize) Skype, Carbonite, Google drive back up, or any other cloud backup service. Please ensure that no one in your home is streaming video or playing graphic heavy online video games as this will decrease our internet connection. Technical issues are rare and usually very easy to solve. Turning things off and back on again fixes many issues. If for some reason we are unable to connect with the virtual platform, please call me immediately at (801) 484-8838 and we will resume the session by telephone or reschedule.

### Tips for Online Therapy

- •If others will be nearby while you are in therapy, ensure that you have adequate privacy prior to session. Psychotherapy is serious work. You do not want to be interrupted.
- Turn off notifications on your computer and phone once we are connected.
- •Bring tissues and something to write on.
- •You may feel extra cozy because you are somewhere familiar to you and you may feel more casual because the work is online and you are used to socializing that way. Remind yourself prior to the session that you are here to do the meaningful work of positive change and transformation.
- •Research says that the connection between therapist and client is the primary determinant of therapeutic change. I want to make sure that we connect well over video so in our first session, I'll share some tricks to make sure that we can look at each other, rather than the camera, when we talk. If it looks off to you, please let me know. Eye contact matters.

#### Strengths and Limitations of Online Psychotherapy

Teletherapy sessions have some advantages over in-person psychotherapy. It can be more convenient (no commute), more comfortable (in your own space), less expensive (no transportation or babysitter costs), or safer (e.g. medical isolation/quarantine conditions). Some clients share that they feel more able to share "deep" things because it is online rather than in person. However, teletherapy is not for everyone. If a client has a poor internet connection, a lack of privacy, or otherwise would simply be more comfortable meeting in person, we may decide to postpone our work until we can return to in-person sessions. Please notify me about any concerns you might have.

#### **Emergency and Crisis Support**

I do not provide 24-hour crisis services. If a life-threatening crisis should occur, contact a crisis hotline, call 911, or go to a hospital emergency room. As an individual provider who is not in a group practice, I am generally in a therapy session during working hours and am unavailable outside of working hours. If it is likely that you may need crisis support, let's discuss this so that I can be sure you have the level of care you need. You deserve support that matches your needs.

# **Location of Services**

Online therapy allows me to provide services to a broader geographic range of clients than in-person services. I am licensed in Utah and South Carolina and serve clients in both states.

should you enter a medical or psychological emergency during a that I am able to get help to you. Please share the actual physical a code) from which you will be conducting our sessions:	1,
☐ Same as billing address on front page of Couples Counseling ☐ Other:	Contract
&	
Your initials here indicate that you agree to share your physical loc where it is different from the one listed above.	cation with me at the beginning of any session
OPTIONAL: Should you need physical or emotional assistance (enot at the threshold of needing to be hospitalized or feeling dizzy to be able to contact someone to assist you. Please name an emerg phone number, and email address. By signing below, you agree that person if I am concerned for your safety. In the case that I have do can to protect you, including calling 911 or other emergency response.	but not in need of an ambulance), I would like gency contact, their relationship to you, their at I may, but am not required to, contact this ire concerns for your safety, I will do all that I
	Name, Relationship Phone number, Email
	Name, Relationship Phone number, Email

#### **International Clients**

Please ensure that your emergency contacts speak English so that I am able to get help to you.

#### Confidentiality of Email, Chat, Cell Phone, Video, and Fax Communication

I have the following HIPAA-compliant accounts:

- HushMail (pratt@counselingsecure.com)
- GottmanConnect
- GSuite email (pratt@closercouples.com)
- VSee Clinic (<a href="https://suzanne-pratt.vsee.me/u/clinic">https://suzanne-pratt.vsee.me/u/clinic</a> with room code GYIE4)
- Zoom Business (HIPAA compliant) platform/waiting room ID is 8014848838.
- Signal <u>https://signal.org/</u> I'm at (801) 484-8838.
- Square Invoicing.

I have Business Associates Agreements with each of these providers to ensure that your information is kept private. If you do not also use these secure/encrypted programs on your side of the communication, the communications may not be secure. Some clients, however, appreciate the convenience of having links or confirmations sent to them over text or email, being able to receive and pay invoices online, or to share relevant paperwork in these ways. If you initiate communication through a less secure platform, you are *opting in* according to the HIPAA Omnibus Rule. Security laws state that clients have the freedom to request or opt in to less secure means of communication if they are aware of the risks, comfortable with them, and find it clinically helpful to do so.

This contract is an acknowledgement that you understand and agree that health information you provide, or elect to receive, via methods other than one of the aforementioned secure providers, could be subject to unauthorized disclosure or redisclosure, or subject to unauthorized access. You understand that these providers may collect or record data, and maintain that data in a way that is not confidential, private, or secure.

I also want to make you aware that swift advances in technology preclude my ability to be certain of our security. Just as I cannot guarantee a physical office space isn't broken into, I also cannot guarantee the absolute security of our work online. You understand that although I take all reasonable precautions to keep your information protected, there are inherent risks associated with transmitting information over the internet and the information may not be encrypted or secure, and may potentially be accessed by third parties. As such, I cannot guarantee the confidentiality or security of any information sent to or received via teletherapy, and you understand teletherapy poses privacy risks, including, but not limited to, the possibility, despite reasonable efforts by me, that the transmission of my confidential information could be disrupted or distorted by technical failures, the transmission of my confidential information could be intercepted or interrupted by unauthorized persons, and the electronic storage of my confidential information could be accessed by unauthorized persons.

Please ensure that you, too, are doing your utmost to protect your privacy by considering who has access to your email, text messages, and so on before choosing online therapy. For example, I would discourage you from using your work email or social media platforms for our communications. Another way to protect your privacy is to be sure to fully exit all online counseling sessions and emails before leaving your computer.

You agree that Suzanne Pratt, LCSW, P.C./CloserCouples and its members, directors, partners, employees, and agents (collectively "Suzanne Pratt") shall not be liable for any breach of confidentiality or privacy arising from teletherapy sessions. You agree that you shall fully defend and hold Suzanne Pratt harmless for principal, interest, court costs and reasonable attorneys' fees, together with any judgment rendered against it as a result of or arising from this Agreement and agree to waive any and all claims against or liability of and shall hold harmless Suzanne Pratt for any breach of confidentiality or privacy arising from teletherapy.

# I AGREE TO THE TERMS OF THIS AGREEMENT AND ACKNOWLEDGE THAT I HAVE RECEIVED THE HIPAA NOTICE OF PRIVACY PRACTICES AND A CLIENT COMPLAINT FORM

Date
Date
Date

Any releases of information will be documented by attaching a signed release form at the end of this document.