



Suzanne Pratt, LCSW, PC

265 East 100 South, Suite 275

Salt Lake City, UT 84111

(801) 484-8838

www.closercouples.com

Couples Counseling Contract & Informed Consent

To economize on our time together, please print this contract, supply the following information, and **read and sign** it, and bring it to your first session with me. We will make time for any questions you have.

What are your names?

Billing Address/Zip Code:

Phone(s):

Email addresses:

Who made your referral to me?

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.

Client-Therapist Service Agreement

ENGAGEMENT IN AND TERMINATION OF THERAPY

Couples 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 session or two I will be considering whether we are a good therapeutic fit. I do not accept clients who, in my opinion, I cannot help. If at any point during psychotherapy I conclude that my methods are not effective in helping you reach your therapeutic goals, I will discuss it with you and, if appropriate, terminate treatment. You have the right to seek a second opinion from another therapist or to terminate therapy at any time. In any of these cases, I will give you referrals if you want 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.

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 only*. 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 15 minutes. If you are unable

to reach me and feel you are truly experiencing a life-threatening crisis, clearly indicate it in your voice mail, and then 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. 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 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. During a consultation, I make every effort to avoid revealing the identity of my patient. The consulted professionals are 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. 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 make every effort to fully discuss it with you before taking any action and I will limit my disclosure only to what is necessary.

Electronic communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be easily compromised. E-mails in particular are vulnerable to such unauthorized access. Faxes can be sent erroneously to the wrong address. Some phone systems may also be vulnerable. Please do not use e-mail, faxes 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 like Square or PayPal, 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.

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 notes have information about both of you. In the unfortunate circumstance of a divorce, particularly where custody of children is being disputed, records or testimony is sometimes requested in an attempt to support one's case. Since couples psychotherapy is seriously compromised when record requests may be made, I need an agreement from you that you will not request records of testimony of any kind from me regarding your couples therapy unless a valid court order is produced. Furthermore, I am unable to make legal recommendations for either of you or your dependents; these must come from an independent consultant.

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 or among family members. I will not release records to any outside party unless I am authorized to do so by all adult family members who were part of the treatment. If one of you contacts me between sessions, I ask that you cc your partner in your email or text. If you and I have a phone conversation, I will ask you to restate all that we said upon the next session, unless there is imminent danger involved. If you arrive separately to my office, press the call light once you've both 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, and I may need to refer you to another therapist, even if I have this assurance.

PROFESSIONAL FEES & PAYMENTS

My fee is \$185/hour (as of March 1, 2018). For couples I usually schedule 90 minute sessions. In addition to weekly appointments, I charge in increments of 15 minutes for phone calls, responding to letters, and so on. Because it is the least likely method of interception, I send bills to my clients monthly by US Mail and my preference is that you pay through personal check to Suzanne Pratt, LCSW, PC. You will be charged full fee for any sessions you cancel with fewer than 24 hours' notice. You will be expected to pay for each session within 30 days upon receipt of my bill, unless we agree otherwise. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, interest will accrue at the rate of 1.5%/month, at which point I may use legal means to secure payment.

REIMBURSEMENT

I am no longer participating on any health insurance panels. If you have a health insurance policy that covers couples counseling, I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled. However, 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 claims you submit to them. If you instruct me to provide you with a super-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 we provide 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.

DUAL RELATIONSHIPS

Salt Lake City in some ways is a small town and many clients know each other. Consequently 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. Please call it to my attention if a dual relationship becomes uncomfortable for you in any way.

GOTTMAN INSTITUTE DISCLAIMER

While I have been trained and certified by The Gottman Institute, I am independent in providing you with clinical services, and I alone am fully responsible for those services.

ANTI-WAIVER PROVISION

A failure on my part to enforce your obligation to me does not prevent the enforcement of your obligation at a later date. For example, if I decide not to charge you for a cancellation without 24 hours notice, it does not mean that you can expect that I will continue to make exceptions in the future.

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, we 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 health care services if this consent is not granted, or if the consent is later revoked.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ AND AGREE TO THE TERMS OF THIS AGREEMENT AND AGREE TO ITS TERMS AND ACKNOWLEDGES THAT YOU HAVE RECEIVED THE HIPAA NOTICE OF PRIVACY PRACTICES AND A CLIENT COMPLAINT FORM, WHICH CAN BE FOUND IN YOUR CLIENT COPY BELOW.

Signed (Client)_____ Date _____

Signed (Client)_____ Date _____

Signed (Therapist)_____ Date _____

CLIENT COPY

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COMPLAINT FORM

Suzanne Pratt, LCSW
265 East 100 South, #275
Salt Lake City, UT 84111

Under HIPAA, you have the right to file a complaint with this office regarding my privacy practices, Notice of Privacy Practices, or other privacy procedures. Whether you have an administrative or clinical concern, I want to hear from you and hope you will first speak with me. If you remain unsatisfied or the problem persists, please fill out this form to file a complaint with the Secretary of the US Department of Health and Human Services and send it to 200 Independence Ave. S.W. Washington, D.D. 20201.

Client's name _____ Date of birth _____ Telephone number _____

Client's address _____

What is or was the problem?

What would you like to see done about the problem?

Signature of client or his/her personal representative. _____ Date: _____

Printed name of client/personal representative: _____ Relationship to client: _____

Note: The Privacy Officer must respond to the client's complaint within 30 days from the time that s/he receives this form.