

**Lois Sharp, Ph.D.**

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Anxiety  
Depression  
Addictions  
Trauma

**PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT**

My name is Dr. Lois Sharp and you can reach me at (408) 896-5972 or by email at DrSharp@SharpPsychology.com. I am a licensed clinical psychologist. Welcome to my practice. This document (the Agreement) contains important information about my professional services and business policies. Please read it carefully and jot down 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.

**CONTACTING ME**

I am not immediately available by telephone. While I can often return your call promptly, I may be delayed due to various reasons such as seeing another patient. I do not check my email or voicemail evenings or weekends. When I am unavailable, you can leave a message on my confidential voicemail. I will make every effort to return your call within one business day. If you are difficult to reach, please inform me of some times when you will be available. Please leave your callback number on all messages. If you are unable to reach me and think that you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychiatrist on call. I am also available by email. Please note that email is not secure so do not put any information in the email that you would not put on a postcard. If you communicate confidential or private information via unencrypted email or via phone messages, I will assume that you have made an informed decision, I will view it as your agreement to take the risk that such communication may be intercepted, and will honor your desire to communicate on such matters. You can send me text messages. I may not get them until the next business day. I do not enter phone numbers into my business phone so please sign all texts so I know who it's from.

**THERAPEUTIC SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you bring forward. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. As a Certified Cognitive Behavior Therapist, I utilize a variety of evidence-based counseling tools and psychotherapeutic approaches that have been tested and demonstrated to be effective. However, since CBT is a collaborative effort between the therapist and the client, in order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home. Clients that follow through with this work typically find that they achieve desired results in a very time-efficient manner.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees of what you will experience.

I normally conduct an evaluation that will last from 2 to 4 sessions. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if we decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. I will not work with people whom I don't think I can help. If that is the case, I will give you an appropriate referral. Therapy involves a large commitment of time, money, and energy, so you should be very 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 will be happy to help you set up a meeting with another mental health professional for a second opinion. If, during therapy, it becomes apparent that I am not being effective in helping you reach the therapeutic goals or I perceive you as non-compliant or nonresponsive, and if you are available and/or it is possible and appropriate to do, I will discuss with you the termination of treatment and conduct pre-termination counseling. I will give referrals as appropriate. If you cancel an appointment and do not contact me within three months, I will close your case. You can have it reopened by contacting me. Please note that any new fees or policies will apply at that time.

### **TELEPSYCHOLOGY**

In addition to in-person sessions, I also offer video conferencing. Confidentiality still applies for these sessions and no one will record the session without everyone's permission. We agree to use the video-conferencing platform selected by the therapist. If you have any questions about how to use it, please ask. It will require the use of a webcam or smartphone. It is important that you be in a quiet, private space free from distractions during the session. Please use a secure internet connection rather than public/free Wi-Fi. If you need to cancel or change the appointment, you must notify me at least 2 business days in advance. If there are technical difficulties during the session, I will work to restore things. If I am unable to do that quickly, we will finish the session by telephone rather than taking session time for troubleshooting. You should confirm with your insurance company that the video sessions will be reimbursed.

For online sessions, I will be using a Zoom, which is HIPAA-compliant. It requires a computer or smartphone with a working camera and microphone, and internet access. I will also send out an invitation with a link. This will take you to my waiting room on the app. I will get notified that you are there. If I have not let you in within 5 minutes, please email or text as I may have missed the "bing" that alerts me to your arrival. However, please be patient as I may be finishing up with the prior person and may need a moment before letting you in. If you are running late, please just send me a message. If you prefer, we can do a session by phone. If either the internet session or the phone gets cut off, I'll wait a minute then try to call you back.

Since we are doing teleconferencing, it is possible that you may not be at your home during our sessions. Please note that I am licensed in California and North Carolina. That means that your

body needs to be either state for me to be able to practice. If you travel out of state, you need to cancel the appointment at least two business days in advance or you will be charged for the session.

### **MEETINGS**

I will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 2 business days advance notice of the cancellation. If you are more than 20 minutes late without calling, it will be considered a missed session. If you miss or cancel three consecutive appointments without prior notice, your case will be closed. I will also close your case if I have not heard from you for one month. I will be happy to reopen it once all outstanding fees have been paid.

### **PROFESSIONAL FEES**

Unless otherwise noted, my fee is \$250 for a 50 minute session. You will be expected to pay for each session at the time it is held, unless we agree otherwise. In addition to weekly appointments, I charge this amount for other professional services you may need. Other services include report writing, telephone conversations lasting longer than 5 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. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$250 per hour for preparation and attendance at any legal proceeding. Payment schedules for other professional services will be agreed to when they are requested.

My preferred method of payment is through Zelle or some other form of electronic check. However, I am willing to use credit card and HSA cards and require a credit card on file for missed sessions or those cancelled within two business days of the scheduled time. My standard fee includes credit card fees. Regardless of payment type, I can give statements/superbills upon request.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

### **LITIGATION LIMITATION**

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), or anyone else acting on your behalf will call on me to testify in court or at any other proceedings, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

## **MINORS**

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agree to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

## **CONFIDENTIALITY**

In general, the privacy of all communications between a patient and a psychologist is protected by law, and I can only release information about our work to others with your written permission. But there are a few exceptions.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient's treatment. For example, if I believe that a child, elderly person, or disabled person is being abused or neglected, I must file a report with the appropriate state agency. If I believe that a client presents a danger to self, to others, to property, or is gravely disabled, or when a client's family members communicate to me that the client presents a danger to self or others, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, seeking hospitalization for the patient, or contacting family members or others who can help provide protection.

In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. I will use my clinical judgment when revealing such information. I will not release records to any outside party unless authorized to do so by all adult parties who were part of the family therapy, couple therapy, or other treatment that involved more than one adult client.

If you are involved in a court proceeding and a request is made for information about the professional services that I have provided you and/or the records thereof, such information is protected by psychologist-patient privilege law. I cannot provide any information without your (or your legally-appointed representative's) written authorization, a court order, or compulsory process (a subpoena) or discovery request from another party to the court proceeding where that party has given you proper notice (when required) has stated valid legal grounds for obtaining PHI, and I do not have grounds for objecting under state law (or you have instructed me not to object). If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.

Disclosures may be required by health insurers or to collect overdue fees.

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

If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

In the event of my death or disability, a colleague will have access to the files for the purposes of continued storage, shredding, or informing you to cancel appointments.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. 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. I will note all consultations in your Clinical Record.

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 or concerns that you may have at our next meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

### **SOCIAL MEDIA**

I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc.). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you wish to give me an update on how you are doing after therapy has ended, please just send me an email; I love getting those emails.

### **CONTACT OUTSIDE OF SESSIONS**

Occasionally, I run into clients in public places (such as grocery stores, libraries, etc.). I do not plan to meet clients outside of sessions but sometimes it happens. If I see you, I will not come and talk to you or say hi to you. I am not ignoring you; I do this to preserve our respective confidentiality. I ask that you do not approach me in public either. Please also respect my right to a private life. If you wish me to meet your family, please bring them to a session where we can meet under more professional circumstances.

### **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in my professional records. This is your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your 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. I will keep the records for at least seven years. Except in unusual circumstances in that disclosure would physically endanger you and/or others or makes reference to another person (unless such other person is a health care provider), you 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. There will be a copying fee of 25 cents per page. The exceptions to this policy are contained in the Notice Form.

All paper documents will go in a manila file folder and will be kept in a locked filing cabinet or will be scanned and added to your electronic record. All other data is kept on my computer during therapy. The files are kept in passworded documents in an encrypted part of my computer. All confidential information is backed up on a regular basis onto an encrypted hard-drive. All phone, text, and email messages become part of the permanent record.

**MODERN HEALTH**

I have been contracted by Modern Health to provide services. If your company uses their services, I will be billing Modern Health directly. That means that I will need to provide them with information about the dates and times that we meet and/or for missed sessions. They also occasionally require the ability to access my session notes. Are you willing to have me share this information with them? Yes No

Please note that unless you say yes to billing Modern Health, the answer will be considered no. If your decision or circumstances change, I will be happy to start billing them from that time forward but not retroactively. Please let me know if you have any questions.

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; if there are 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.

I have read, understood, and agree to the above material. I have also received a copy of the HIPAA Notice.

Signature\_\_\_\_\_Date\_\_\_\_\_

Signature of Patient's Parent or legal guardian (if applicable):

Signature\_\_\_\_\_Date\_\_\_\_\_

Signature\_\_\_\_\_Date\_\_\_\_\_