

Empowered Hearts Therapy, LLC

171 W. Main St.

Rockaway, NJ 07866

973-370-3006

Traci@empoweredheartstherapy.com

**OFFICE POLICIES AND GENERAL INFORMATION AGREEMENT
FOR ART PSYCHOTHERAPY SERVICES**

Please read carefully before signing. If you have any questions about the contents of this form, please do not hesitate to ask.

I _____ (Client Name) Understand and agree to the following:

Background of Clinician:

I am a Licensed Professional Counselor for the State of NJ (LPC) license # 37PC00575700, Board Certified Registered Art Therapist (ATR-BC), a Nationally Certified Counselor (NCC), and a Credentialed New Jersey Disaster Response Counselor (DRCC). I hold a Master's Degree from Caldwell University in Counseling with a specialization in Art Therapy. My formal education and professional experience have prepared me to counsel children, adolescents, and adults both individually and in groups.

Risks and Benefits of Psychotherapy:

Therapy is a place to identify and build on current strengths, learn problem-solving strategies, develop or enhance coping skills, learn more effective ways to communicate with others and receive support and feedback. The counseling relationship is designed to be one that will facilitate change and growth. My belief is that the therapist and the client both have active roles. My goal is to provide a safe and supportive environment conducive to insight, healing and personal growth. Your role will be to identify goals that you would like to achieve during the course of therapy and be willing to examine any potential obstacles and strengths that will either hinder or help you move toward obtaining your desired goals.

Therapy can have benefits and risks and it is important to consider both when making any treatment decisions. Since therapy involves discussing unpleasant aspects of your life, there is a risk that you may experience temporary uncomfortable feelings like sadness, guilt, anger, frustration, loneliness and helplessness. Counseling has also been shown to have many benefits including improved relationships, a significant reduction in feelings of distress and resolutions of specific problems. I am unable to make any guarantees about how the therapy process will be for you, specifically.

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Medical Concerns:

Your therapist is not a medical doctor and can therefore not recognize or diagnose medical conditions. If there are significant medical conditions that may be impacting your mental health, your therapist will make an appropriate referral for you to see a medical doctor specializing in the assessment and/or treatment of these conditions. Not being a medical doctor, your therapist cannot prescribe psychiatric medication, but will refer you for psychiatric consultation if this is necessary.

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Confidentiality:

All information disclosed within sessions and the written records pertaining to those sessions are confidential between client and therapist. All information revealed within a session may not be further revealed to anyone without your written permission.

However, there are a number of exceptions:

- Client is a danger to self/others,
- A child is being abused or neglected
- An elderly person is abused or neglected
- Client is below 18 years of age; parents have rights to therapeutic information
- Client requests release of information,
- Court orders a release of information,
- Therapist engaged in a systematic supervision process
- Legal and clinical consultation situations
- Client initiates a malpractice lawsuit
- An insurance company or managed care company requests a diagnosis and/or relevant clinical information.

Minor clients:

If you are the parent or guardian and are requesting services for your child/adolescent under the age of 18, I will need your permission to provide counseling services to him/her. Keep in mind while you have the right to question and understand the nature of your child/adolescent's sessions, treatment is usually more effective if your child/adolescent has some privacy. It is therapeutically important that your child/adolescent develops a level of trust with me so if you agree, I will only provide you with a general overview of each session along with your child's level of participation and progress. However, there are limits to confidentiality (listed under "Confidentiality").

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Emergencies:

If there is an emergency during our work together, or in the future after termination, where I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, I will do whatever I can within the limits of the law to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, I may also contact the police, hospital, or the person whose name you have provided on the biographical sheet.

Health Insurance and Confidentiality of Records:

Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you so instruct only the minimum necessary information will be communicated to the carrier. Unless authorized by you explicitly, the psychotherapy notes will not be disclosed to your insurance carrier. I have no control or knowledge over what insurance companies do with the information that is submitted or who has access to this information.

You must be aware that 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 computers are inherently vulnerable to break-ins and unauthorized access.

Confidentiality of e-mail, cell phone, and fax communication

It is very important to be aware that e-mail and cell phone 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 due to the fact that servers have unlimited and direct access to all e-mails that go through them. Faxes can be sent erroneously to the wrong address. Please notify me at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. **Please do not use e-mail or faxes in emergency situations.**

Diagnosis

If a third party such as an insurance company is paying for part of your bill, I am normally required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. If I do use a diagnosis, I will discuss it with you. All of the diagnoses come from a book titled the DSM-V; I have a copy in my office and will be glad to let you borrow it and learn more about what it says about your diagnosis

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Use of recording devices in sessions

Please note that the use of any type of recording device (including, but not limited to, cell phone, tape recorder, digital recorder) is strictly prohibited during sessions.

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 that 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, nor anyone else acting on your behalf will call on me to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

Consultation

I consult regularly with other professionals regarding my clients; however, the client's name or other identifying information is never mentioned. Considering all of the above exclusions, if it is still appropriate, upon your request, I will release information to any agency/person you specify unless I conclude that releasing such information might be harmful in any way.

Telephone and emergency procedures

If you need to contact me between sessions, please leave a message on the voice mail at: 973-370-3006 and your call will be returned as soon as possible. I check my messages a few times a day, unless I am out of town. I check the messages less frequently on weekends and holidays.

If an emergency situation arises, please indicate it clearly in your message. If I am unavailable I will call as soon as possible. If you cannot reach me, please call 911 or proceed to the nearest emergency room if you feel that you might harm yourself or someone else.

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Payments and insurance reimbursement

Clients are expected to pay the standard fee of **\$175 for the initial in-person intake (approximately 60-75 minutes)** and **\$150 per 45-50 minute session thereafter**. All payments are due at the end of each session. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, and so forth, will be charged at the same rate, unless indicated and agreed otherwise. Please notify me if any problem arises during the course of therapy regarding your ability to make timely payments.

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INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. 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. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. [Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.]

You should also be aware that most insurance companies require you to **allow** me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it. ***I understand that by using your insurance I am aware that such information may be provided to them. I will try to keep that information limited to the minimum necessary.***

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel

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ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above [unless prohibited by contract].

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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 precondition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Empowered Hearts Therapy, LLC and you, 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 Morris County, New Jersey in accordance with the rules of the American Arbitration Association, that are in effect at the time the demand for arbitration is filed.

The process of therapy/evaluation

Participation in therapy can result in several benefits to you and your child, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. I will ask for your feedback and views on your/ your child's therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During therapy, I am likely to draw on various psychological approaches according, in part, to the problem that is being treated and my assessment of what will best benefit you. These approaches include art therapy, behavioral, cognitive-behavioral, play therapy, family systems, developmental (adult, child, family), or psychoeducational.

Discussion of treatment plan

Within a reasonable period of time after the initiation of treatment, I will discuss with you my working understanding of the problem and view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used during your therapy, their possible risks, my expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that I do not provide, I have an ethical obligation to assist you in obtaining those treatments.

Termination

As set forth above, after the first couple of meetings, I will assess if I can be of benefit to you. I do not accept clients who, in my opinion, I cannot help. In such a case, I will give you several referrals that you

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can contact. If at any point during psychotherapy I assess that I am not effective in helping you and/or your child reach the therapeutic goals, I am obliged to discuss it with you and, if appropriate, to terminate treatment. You have the right to terminate therapy at any time. In such a case, I would give you several referrals that may be of help to you. If you request it and authorize it in writing, I will talk to the psychotherapist of your choice in order to help with the transition. If at any time, you want another professional's opinion or wish to consult with another therapist, I will assist you in finding someone qualified, and, if I have your written consent, I will provide her or him with the essential information needed

Cancellation

Since scheduling of an appointment involves the reservation of time specifically for you, **a 24-hour notice by phone or voicemail is required for rescheduling or canceling an appointment.** Except where emergencies preclude a timely cancellation, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

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I have read and understand the above agreement and office policies, and by my signature below acknowledge my willingness to comply with them:

Client name (print)	Date	Signature
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Parent/Guardian (print)	Date	Signature
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Therapist	Date	Signature
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