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Psychotherapy-Patient Services Agreement

Psychotherapy is not easily described in general statements. It varies depending upon the personalities of the psychotherapist and patient as well as the particular issues of concern. There are many different methods which may be utilized in this process. Psychotherapy is not like a medical doctor visit. Instead, it requires a serious commitment as well as very active effort on your part. Psychotherapy involves a collaborative effort, a therapeutic alliance between the patient and psychotherapist. In order for the therapy to be most successful, it is important that you are actively engaged not only during the session, but that you also work on issues between sessions. While psychotherapy can have many benefits, it also may have some potential challenges. Since psychotherapy may involve discussing somewhat unpleasant aspects of your life, you may experience some uncomfortable feelings such as sadness, guilt, anger, frustration, loneliness, etc. On the other hand, psychotherapy has also been shown to have many benefits including leading to better relationships, solutions to specific problems, and significant reduction in feelings of distress. Since psychotherapy is such an individual and personal experience, it is difficult to predict exactly how you will experience the process. Therefore, I am not able to make any promises regarding specific outcomes, results, cures, or guarantees. However, since my most important mission as a psychotherapist is to help you make progress in your work toward reaching your treatment goals, I make a commitment to strive at all times to utilize my best clinical skills and professional judgment in this endeavor.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, you will be offered some initial impressions regarding what our work will include as well as a discussion of a tentative treatment plan to follow and goals to work toward achieving if you decide to continue with psychotherapy. You should evaluate this information along with your own opinions of whether you feel comfortable with our therapeutic relationship. Psychotherapy involves a commitment on your part including time, energy, and finances, so you should give due consideration to the therapist with whom you work. If you have any questions about the procedures or approaches utilized, we should discuss them whenever they arise. If any doubts persist, I will be happy to help arrange a meeting with another mental health professional, in order for you to obtain a second opinion. Some clients need only a few counseling sessions to achieve their goals; others may require months or years of counseling. As a client (or the parent of a client), you are in complete control. I assure you that my services will be rendered in a professional manner consistent with acceptable legal and ethical standards. If at any time for any reason you are dissatisfied with our sessions, please let me know.

In addition, the patient always has the right to terminate treatment at any time. It is therapeutically important to discuss your feelings about ending treatment with me, and I will try to help you understand your feelings. Rather than just discontinue services, it is best to schedule a minimum of one session to come to proper closure of the therapeutic relationship. Although this is clinically appropriate for every patient, **IT IS ESPECIALLY IMPORTANT FOR CHILDREN AND ADOLESCENTS SO THEY DO NOT EXPERIENCE PROFESSIONALS IMPORTANT TO THEM AS SIMPLY DISAPPEARING FROM THEIR LIVES.** At the time of termination, the only responsibility the patient has is for any fees owed.

It is important to understand that my practice focuses on treatment, and I am neither trained nor serve as a forensic clinician or expert witness in the evaluation of injuries, custody issues, etc. If necessary and

appropriate, I would be happy to provide you with the names of professionals who are trained and specialize in such evaluations. For any client seeking our services who is involved in litigation, I will agree to treat that individual/family only with the understanding that the treatment is independent of the litigation.

Professional Fees

In addition to weekly appointments, you may be charged for other professional services you may need including report writing, frequent telephone conversations and/or those lasting longer than 10 minutes, lengthy or frequent consultations with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request. If you become involved in legal proceedings that require my participation, I will work as hard as I can to be of assistance. However, you will be expected to pay for all my professional time including preparation and transportation costs, even if we are called to testify by another party. Because of the difficulty of legal involvement which requires extra special consideration and preparation, there will be a higher hourly fee charged for involvement, preparation, and attendance at any legal proceeding.

Contacting Therapist

Due to professional and scheduling commitments, I may not be immediately available by telephone, including during scheduled sessions. While I may be unavailable, my telephone is answered by voicemail 24 hours a day, 7 days a week. Every effort will be made to return your calls promptly, usually that same day, including to the extent possible on weekends and holidays. If you are difficult to reach, please leave specific times, days, and telephone numbers when you would be available for a direct return call. In emergencies, you may attempt to reach me on my cell phone. If you are unable to establish direct contact and feel that you cannot wait for a return call, contact your family physician or the nearest emergency room and ask for the psychologist/psychiatrist on call. If I will be unavailable for an extended period of time, you will be provided with the name of a colleague to contact, if necessary.

Confidentiality

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written consent. Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency. I will always act so as to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to insure confidentiality.

If you elect to communicate with me via e-mail at some point in our work together, please be aware that e-mail is not completely confidential. All e-mails are retained in the logs of your or my internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider. Any e-mail I receive from you, and any responses that I send to you, will be printed out and kept in your treatment record.

The following are legal exceptions to your right to confidentiality. I would inform you of any time when I think I will have to put these into effect.

1. If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intention. I must also contact the police and ask them to protect your intended victim.
2. If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective Service within 48 hours or Adult Protective Services immediately.
3. If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or the county crisis team. I am legally obligated to do this, but would explore all other options with you before I took this step. If at that point you are unwilling to take steps to guarantee your safety, I would call the county crisis team.
4. You disclose sexual contact with another mental health professional.
5. If I am ordered by the court to disclose information.
6. If you involve me in a lawsuit and I need to release specific information in order to receive my compensation for services rendered.
7. I am ordered otherwise by law to release information.

The next is not a legal exception to your confidentiality. However, it is a policy you should be aware of if you are in couple's therapy with me.

If you and your partner decide to have some individual sessions as part of the couple's therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and probably will be discussed in our joint sessions. Do not tell me anything you wish kept secret from your partner. I will remind you of this policy before beginning such individual sessions.

Record Keeping

I keep very brief records, noting only that you have been here, what interventions happened in session, and the topics we discussed. If you prefer that I keep no records, you must give me a written request to this effect for your file and I will only note that you attended therapy in the record. Under the provisions of the Health Care Information Act of 1992, you have the right to a copy of your file at any time, giving me the chance to print it out from my computer. You have the right to request that I correct any errors in your file. You have the right to request that I make a copy of your files available to any other healthcare provider at your request. I maintain your records in a secure location that cannot be accessed by anyone else.

Minors and Parents

Patients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records unless it is determined that such access is likely to injure the child, or I agree otherwise. In an attempt to preserve some degree of confidentiality and trust with the minor, and if the parents agree, during treatment parents will be provided with only general information about the progress of the child's treatment and any information deemed important by the therapist to share with the parents as well as the minor's attendance at scheduled sessions. Parents will also be provided with a summary of their child's treatment when it is complete. Before giving parents any information, the matter will be discussed with the child, if possible, and every effort will be made to address and resolve any objections he/she may have in session with the parents, the child, and the psychotherapist. If it is determined that the child is in danger, or is a danger to someone else, the parents will be notified promptly. Final decision regarding sharing information with parents of minor children rests with me. In addition, regarding treatment of minor patients, I

reserve the right to require the parent or responsible adult/designee to remain on the premises during the treatment session.

Counseling Relationship

During the time we work together, we will meet weekly or as scheduled, sessions lasting 45 minutes for play therapy, individual, adolescent, couples or adult psychotherapy. Although our sessions may be very intimate psychologically, ours is a professional relationship rather than a social one. Our contact will be limited to the counseling sessions that you arrange with me except in the case of an emergency. If I see you in public, I will protect your confidentiality by acknowledging you only if you approach me first.

Fees

In return for a fee agreed upon during our initial phone call, I agree to provide counseling services for you. If the fee is a hardship for you, please let me know. Cash or personal checks are acceptable; insurance is not accepted at this time but may be an option in the future. The fee for each session will be due and must be paid at each session.

Cancellation

Your session is reserved for you. If you are unable to keep a scheduled appointment, 24 hour notice is required for cancellation. Late notification or failure to attend a scheduled appointment will result in full fee for a session. This is not billable to your insurance company. If you must cancel with shorter notice and are able to reschedule within the same week at another time that I have available, you will not be billed for the cancelled session. Also, if you are absent for more than two consecutive sessions, I may ask to terminate our counseling relationship, and provide you with appropriate referrals.

Referrals

I realize that I am not able to provide appropriate treatment for all of the conditions that clients may have. For this reason, you and/or I may believe that a referral is needed. In that case, I will provide you with some alternatives including programs and/or people who may be able to assist you. A verbal exploration of alternatives to counseling will also be made available to you at your request. You will be responsible for contacting and evaluating those referrals and/or alternatives.

Play Therapy

In the process of growing up, children often experience difficulty coping at some time in their lives. It may be as a result of a specific transition to which the child is adjusting, such as divorce or a significant loss. It is also possible that the source of the child's difficulties may not be easily explained or identified. Whether emotionally, socially or academically, children may exhibit behaviors of concern to parents or teachers. Some children may need more help than others at times like these.

Play therapy is an established intervention that is developmentally attuned to children and their unique needs. Until children are approximately twelve years of age and develop the ability to use cognitive reasoning skills more fully, they tend to process information and develop their physical, mental, and social skills through their use of imaginative play. Play is a child's natural form of communication, just as talking is an adult's natural way of communication. Most children, even children who are quite talkative, tend to express themselves more fully through their play. Emotions are often difficult to understand for children and even more difficult to express. Play therapy provides a non-threatening treatment milieu for children to express themselves.

When adults encounter a challenging problem, we often think about it for a while, look at it from different angles, determine our options, and sometimes talk about it with someone we trust. When things go wrong for us, we might mentally review what happened and think about how we might handle the situation in the future. During play therapy, children accomplish these same things using their imaginations. Play therapy affords the tools (e.g. toys and activities) as well as the proper atmosphere conducive to helping children express themselves, work on their problems, “try on” different solutions, and learn more effective and adaptive coping skills.

Play therapy is most often used in conjunction with other counseling methods including behavior modification, parent consultations, art therapy, sibling and filial therapy, and family counseling. Play therapy techniques can also be employed effectively in a group setting as well. Therapeutic play groups provide opportunity for children to work specifically on developing and improving socialization skills.

Divorced Parents

Providing psychotherapy for children under 18 years of age whose parents are divorced requires special procedures. I strongly encourage both parents to support and be actively involved in the child’s treatment since it usually would be in the best interests of the child. The minimum required at the beginning of treatment is for the parent(s) who have custody and/or responsibility for decisions regarding medical care for the child to sign a form authorizing the psychotherapy treatment. In addition, a copy of the divorce decree (at least the portion which states the parent(s’) empowerment regarding these important legal responsibilities) is necessary for me to document in my records. If any questions arise, they should be addressed immediately with me.

With the proper documentation secured, I will focus on the child and family’s overall adjustment to changes in the family unit, redefined roles and relationships, etc. Please be advised that I do not have the training nor the expertise to conduct custody evaluations. In these cases, I would be happy to provide referrals to other professionals who are qualified and specialize in the completion of such evaluations.

Other Rights

You have the right to ask questions about anything that happened in therapy. I am always willing to discuss how and why I have decided to do what I am doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my trainings for working with your concerns, and you can request that I refer you to someone else if you decide I am not the right therapist for you. You are free to leave therapy at any time.

In Conclusion

Although the above information may seem tedious, it is important for you to understand the legal and ethical parameters under which I am required to function. My goal is to provide quality services to you in a professional manner. Once again, it is very important for you to discuss this agreement or any portion of it directly with me so that I will be able to clarify as well as address and resolve any questions or concerns you may have. This will help ensure that you have confidence in my services, and that you derive the maximum benefit from the psychotherapy experience.

I look forward to being of service to you.

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This agreement is provided to you at the first session. Any questions or discussion should occur at that time. When you sign this document, it will also represent an agreement between us. Your signature below indicates that you have read this agreement, have been provided a copy of it, and agree to the terms stated therein. You also acknowledge that your participation in psychotherapy is voluntary and of your own free will, and that you have been informed of your right to review the progress and therapeutic expectations, and/or terminate treatment.

If applicable, as the parent/legal guardian and the responsible adult of a minor, your signature below indicates that you have read this agreement and agree to the terms stated therein, and authorize the treatment for your child. You also acknowledge and agree to assume financial responsibility for said treatment.

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 us because of your health insurer to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred. Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

PRINT PATIENT NAME

PATIENT SIGNATURE

DATE

IF PATIENT IS UNDER 18 YEARS OLD/
UNABLE TO GIVE CONSENT,
PRINT NAME OF PARENT(S)/
SOLE LEGAL GUARDIAN

IF PATIENT IS UNDER 18 YEARS OLD/
UNABLE TO GIVE CONSENT,
SIGNATURE OF PARENT(S)/
SOLE LEGAL GUARDIAN

DATE

IF JOINT CUSTODY OF MINOR,
PRINT NAME OF OTHER/PARENT/
OTHER LEAGAL GUARDIAN

IF JOINT CUSTODY OF MINOR,
SIGNATURE OF OTHER/PARENT/
OTHER LEAGAL GUARDIAN

DATE

PRINT NAME OF PSYCHOTHERAPIST

SIGNATURE OF PSYCHOTHERAPIST

DATE