ClearSky Counseling, LLC
Robert W. Garber, LCSW
Licensed Clinical Social Worker

Phone: 503-451-4770
Email: Bob@ClearSkyCounseling.com
Web: ClearskyCounseling.com

AGREEMENT AND INFORMED CONSENT FOR TREATMENT

Treatment Agreement

This form (the AGREEMENT) contains important information about my professional services and business policies, as well as summary information about the Health Insurance Portability and Accountability Act (HIPAA).

HIPAA is the federal law that provides for privacy protections and patient rights regarding your Protected Health Information (PHI). HIPAA regulations require that I provide you with a NOTICE OF PRIVACY PRACTICES (the NOTICE) regarding the use and disclosure of your PHI. The law also requires that I obtain your signature acknowledging that I have provided you with this information at the start of treatment.

Although these forms are long and sometimes complex, it is very important that you read them carefully before signing. You will also receive copies of this information for your records. If you have any questions or concerns about this information, please let me know so that we can address them.

When you sign the AGREEMENT, it represents a formal agreement between us. You may revoke this agreement in writing at any time, and that revocation will be binding unless (1) I have already taken action in reliance upon it, (2) there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy, or (3) you have not satisfied financial obligations incurred by you.

Psychological Services

Psychotherapy has both benefits and risks. While I do expect that you will benefit from therapy, there is no guarantee that your condition will improve. Therapy can even cause disappointing, unexpected, or negative results or outcomes. During the therapy process, you may experience emotional discomfort, changes in your relationships, and/or a worsening of symptoms. These are normal parts of the process, and we will deal with them in therapy. On the other hand, psychotherapy has also been shown to have many benefits. Therapy can lead to better relationships, solutions for specific problems, and significant reductions in distress. To be

effective, psychotherapy requires an active investment of time and energy, both during and between sessions.

Our first few sessions will serve as an initial evaluation of your concerns, history, goals, and needs. By the end of the evaluation, I will provide you with a potential treatment plan and my impressions of how our work might proceed. Your input is invaluable and will be invited. You should consider my recommendations along with your own impressions and your comfort level with me. Together these should help you decide if I am the best person to meet your treatment goals. Therapy can be a big commitment. It is important to select a therapist carefully.

If we agree to enter into a therapy relationship, we will typically schedule one 50-minute session per week. Treatment duration is highly variable, depending on your presenting concerns, the treatment plan, and other factors. During our work together, we will periodically review your goals and progress. I may also request that you have a psychological assessment and/or a medical or psychiatric evaluation to aid in treatment. You always retain the right to request changes in treatment or to refuse treatment at any time and for any reason. However, it is my hope that you will discuss any concerns with me first. If your concerns cannot be resolved, I may be able to provide an appropriate referral to another mental health professional. I understand that other forms of therapy may be useful.

Legal Proceedings and Litigation Limitation

Psychotherapy is for the improvement of your psychological functioning and is not intended to be used for the purpose of current or future legal proceedings (e.g., custody, divorce, or civil proceedings). If you are involved in or anticipate becoming involved in any legal proceeding, please notify me as soon as possible. It is important for me to understand how, if at all, your involvement in these proceedings might affect our work.

The nature of the therapeutic process often involves making a full disclosure to the therapist regarding matters that may be of a confidential nature. Therefore, you agree that should there be legal proceedings (such as – but not limited to – divorce, custody disputes, injuries, or lawsuits), neither you nor your attorney(s), nor anyone else acting on your behalf will call on Robert W. Garber, LCSW/ClearSky Counseling to testify in court or at any other proceeding, nor will you or anyone else acting on your behalf request a disclosure of the psychotherapy records unless otherwise agreed upon.

Office Policies

- **Phone Contact and Emergencies:**

  I return phone calls as soon as possible, usually within 24 hours, except on weekends and holidays. I do not answer the phone when I am with clients, and my availability at other times cannot be guaranteed. You may leave a confidential voice mail for me at any time. Note that voice mail technology is not error-proof. If you have not heard back from me by the end of the next day, please feel free to call again since it is likely that I did not receive your original message. (Also note that I use a cell phone as my primary business line and therefore cannot guarantee absolute privacy when we speak.) Please be sure to state if you are calling about an important matter. In case of an emergency, call your county crisis line, dial 911, or go to the nearest hospital emergency room.

- **Digital Communication, and Mail Services:**

  Computers
  I use a fully encrypted laptop computer for all client information. It is equipped with a firewall, malware protection, and a password. I make back-ups of all confidential information on a regular basis from my laptop to a cloud-based system that complies with HIPAA regulations for increased privacy.

  Cell Phones
  My cell phone is password protected, which protects our texted and emailed communications and your voice messages from unauthorized access as long as my messaging applications are locked. I do not use a VoIP phone line, which protects our phone conversation from Internet access. However, phone conversations (on cell phones or land lines) can be overheard. Also, if my phone is unlocked, unauthorized access of voicemail is possible, though unlikely.

  I am able to use my cell phone with a charge card reader. However, I will not text or email receipts to you because those receipts are vulnerable to unauthorized access. (*See DISCLAIMER below.)*

  Emails
  My email provider complies with HIPAA standards and encrypts emails. This means that your emails to me will be confidential and protected when you sign up for the web-based encrypted email service or simply respond to password prompts. (We can discuss this in more detail. It is an easy process.) Alternately, your emails to me are protected when you use the "Contact Me" form on my website. My emails to you will be encrypted**.**

It is important to be aware that email communication can be accessed by unauthorized people, which can compromise the privacy and confidentiality of the communication. For example, an email – even an encrypted one – can be seen by someone else if it is open on your computer, phone, or other device. Also, if you send an email to me without using my encrypted email service, the email is vulnerable to unauthorized access.
Please note: Do not send email in the event of an emergency.
(*See DISCLAIMER below*.)

Texts
Although my cell phone is password protected, my texting program is not encrypted. This means that your texts to me and my texts to you will be vulnerable to unauthorized access during transmission. If your phone or device is not password protected, a sent or received text message can be opened by someone other than you. If the text message is left open on either of our phones or devices, it can potentially be seen by someone other than you.

If you choose to send me a text, you agree to ONLY communicate about changes to your scheduled appointments (to change or cancel an appointment, or inform me how many minutes late you will be for an appointment.)
DO include: Date and time of your next appointment.
DO NOT include: Your name or any other identifying information.
Please note: Do not send any texts in the event of an emergency.
(*See DISCLAIMER below*.)

Mail Services
HIPAA permits me to use USPS or other deliverable mail services if you wish.
(*See DISCLAIMER below*.)

Faxes
Faxes can be sent erroneously to the wrong fax number, or picked up by someone other than you at the correct fax number. Both of these situations can compromise your confidentiality. Be aware that faxes are part of your medical records. I currently do not send or receive faxes.

Please INITIAL the modes of communication you prefer. I will only communicate with you in the modes you select.

Method	Initials	Preferred Time(s)
Home Phone	_____	_____
Cell Phone	_____	_____
Work Phone	_____	_____
Email	_____	
USPS Mail	_____	
Text	_____	

DISCLAIMER

If you communicate with me via text, I will assume that you have made an informed decision, will view it as your agreement to risk that such communication may be intercepted or seen, and will honor your desire to communicate only changes to your scheduled appointments via text.

If you communicate confidential or private information via a cell phone, land line, voice message, email, or through a mail service, I will assume that you have made an informed decision, will view it as your agreement to risk that such communication may be overheard, seen, opened, or accessed in any way by an unauthorized person, and will honor your desire to communicate via these methods.

- **Billing & Fees:**

  Payment is due in full at the time of service, unless we have agreed to other arrangements. Please have payment ready at the beginning of each session. I reserve the right to suspend or terminate treatment if there are unpaid balances on your account. My fees are based on services provided, and my standard and customary fees are as follows:

  - Individual Therapy: $160 per 50-minute session
  - Couples Therapy: $180 per 50-minute session

  I may also charge fees on a pro-rated basis for other professional activities necessary for good clinical care or for professional services you may need or request of me. These include, but are not limited to: time spent writing letters, reports, or treatment summaries on your behalf; telephone consultations initiated by you and lasting over 10 minutes; and consultations with others on your behalf. If you are experiencing financial hardship, I encourage you to express your concerns so that we can discuss payment options. There is an additional $30 charge for dishonored checks. All standard and customary fees may be reviewed and revised at any time, and I will notify you of any upcoming changes. Additional payment information can be found in the PAYMENT CONTRACT FOR SERVICES form.

  NOTE: If you become involved in a legal proceeding and I am called by either side to testify or provide information, you agree to pay for all of my professional time. This includes, but is not limited to, time spent traveling, consulting with attorneys, attending depositions, reviewing materials in preparation for testimony, giving testimony, and waiting to be called to testify. Because of the difficulty of legal involvement, I charge $200 per hour for my participation with any legal proceeding.

- **Appointments and Cancellations:**

  If you request it, I will reserve a regular appointment time for you, which we will confirm and schedule each session. If we make an appointment, I will assume that the time slot is yours. You must notify me if you plan to miss or need to change an appointment. With sufficient notice, appointments can often be rescheduled. However, if you cancel an appointment with less than 24 hours' notice or miss an appointment without giving me any notice, you or the person responsible for payment will be required to pay the entire appointment fee. (Be aware that insurance companies do not reimburse for cancelled or missed appointments.) If you are late for your session and have not called, emailed, or texted me,* I will keep your time free until 15 minutes after the scheduled start time. *(*See DISCLAIMER under Office Policies/Digital Communication.)*

- **Drugs and Alcohol:**

  If you arrive for an appointment under the influence of drugs or alcohol, you may not be seen. Such an incident will be treated as a missed appointment, and you will be billed.

Health Insurance

If you have health insurance, note that my professional services are charged to you, not to the insurance company. Also, if you are using health insurance to pay for psychotherapy services, I may be required to provide information about your treatment as well as a diagnosis. I may also be required to provide additional clinical information, such as treatment plans or summaries, or even copies of your entire Clinical Record. Released information will become part of the insurance company's records. While 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.

Some insurance plans require pre-authorization or they will not cover your first meeting. You are responsible for obtaining the initial pre-authorization, if necessary. Many insurance plans also require periodic reauthorizations for ongoing treatment. We can work together to submit information for reauthorizations if necessary.

I will provide you with a copy of your statement on a monthly basis which you can then submit to your insurance company for reimbursement. The statement will have information needed for submission to your insurance carrier. Health insurance companies may not cover all services or conditions, and they may only cover a limited number of sessions. Check the specifics of your insurance benefits, if any, before our first meeting. You remain responsible for your entire bill whether or not your insurance covers treatment costs.

Confidentiality and the Limits on Confidentiality

Confidentiality is the obligation to not disclose any client information obtained during a professional relationship without permission. Confidentiality is a cornerstone of effective psychotherapy, and the law protects confidential communications between a client and a therapist. Information is never released to anyone, including your spouse/partner or family, without your written consent, **except** as required by law or ethical guidelines. In the event that there are two or more clients in therapy at one time (e.g., during couples or family therapy), written consent must be given by all participating clients before records are released.
I will make every effort to protect your confidentiality when I call you by phone. If you have special instructions for how I should leave messages, please let me know. Otherwise, I will generally state my name and leave a brief message. If we happen to meet outside of therapy, I will not reveal our therapy relationship, and unless otherwise arranged, I will not even acknowledge that I know you.

HIPAA allows me to use or disclose confidential information, including but not limited to your Protected Health Information (PHI), for the purposes of treatment, payment, and health care operations, as long as I have your informed written consent, which you give me by signing this form. For purposes outside of treatment, payment, and health care operations, I can only release your information if you sign an AUTHORIZATION. However, you should be aware that there are some additional legal and ethical exceptions or limits to confidentiality and some situations in which I am permitted or required to disclose information without your consent or AUTHORIZATION. For more information, please consult the NOTICE OF PRIVACY PRACTICES. I will try to disclose only information that is necessary to meet the needs of the situation.

Termination

After the first two meetings, I will assess if I can be of benefit to you. If at that time or any point during psychotherapy I determine that I am not effective in helping you reach the therapeutic goals we set or that you are non-compliant, I am obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, I would give you a number of 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 you cancel appointments or are a no-show repeatedly, I may need to terminate services for you since missed appointments deprive others of this time. If you are undecided about whether you want to continue in counseling, I strongly encourage you to think about your concerns and discuss them directly with me. I will respect your decision.

If, at any time, you want another professional's opinion or wish to consult with another therapist, I will assist you with referrals. And if I have your written consent, I will provide her or him with

the essential information needed. You have the right to terminate therapy at any time. If you choose to terminate therapy, I will – if it is appropriate for me to do so -- offer to provide you with names of other qualified professionals.

Clinical Record

As a therapist, I maintain confidentiality in creating, storing, accessing, transferring, and disposing of records in any medium. Your Clinical Record includes your reasons for seeking therapy, your diagnosis, the goals that we have set for treatment, your progress toward 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 those to your insurance carrier. By submitting a written request, you may examine and/or receive a copy of your Clinical Record, except in circumstances where disclosure would be injurious to you or would constitute an immediate and grave detriment to your treatment. In such circumstances, I may provide you with an accurate and representative summary of your Clinical Record, if you request it. Professional records can be very confusing and/or upsetting to an untrained reader. For this reason, I recommend that you review them in my presence or with another mental health professional. In most circumstances, I will charge a copying/printing fee of $15, plus 25¢ per page and any postage. If you wish to review your Clinical Record, please contact me, so that we can discuss the best way to make this happen.

In addition to your Clinical Record, I may also keep a set of Psychotherapy Notes for my own use. Psychotherapy Notes vary from client to client, but they may include the contents of our conversations, as well as sensitive information that is not required to be included in your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your written AUTHORIZATION. Insurance companies also cannot require such an AUTHORIZATION as a condition of coverage nor penalize you in any way for your refusal. You may request to examine and/or receive a copy of your Psychotherapy Notes, and I will review that request to determine if such disclosure would be helpful to you or injurious to you. All client records and notes are kept double-locked or password protected, and all records are retained for a minimum of seven years as required by law.

Agreement and Informed Consent for Treatment
YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THE TERMS OF THIS FORM.

_____	_____	_____
Client Name - print	Signature	Date

_____	_____	_____

Client Name - print Signature Date

_____ _____ _____

Parent/Guardian Name (if minor) – print Signature Date

I have discussed this form with my client, and have given a copy of this form to my client.

_____ _____

Robert W. Garber, LCSW Date