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## **PSYCHOTHERAPY SERVICES AGREEMENT**

I am looking forward to meeting with you for our first session. Because I would like to focus fully on you and your present concerns, please review the following information about my professional services and business policies before we meet. ***Please read this information carefully and note any questions you might have so that we can discuss them at our initial session.***

This document (the Agreement) contains important information about Dr. Warner's professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to use and disclosure of Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that you are provided with a Notice of Privacy Practices (the Notice). The Notice, attached to this Agreement, explains HIPAA and its application to your PHI in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information. Although I will be giving you several documents to review that are long and complex, it is important that you read them carefully and speak with me about any areas that are unclear. When you sign the documents, this represents an agreement between us. You may end 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 by your health insurer in order to process or substantiate claims made under your policy, or if you have not satisfied financial obligations that may occur.

### **Psychological Services**

Participation in therapy can result in a number of benefits, such as improving your personal relationships and helping you work toward valued life goals. These benefits, however, require your active collaboration, honesty, and openness with me. I will seek ongoing feedback from you on the techniques and exercises we use in therapy, as well as your goals and the progress you are making.

During therapy, talking and thinking about unpleasant events, feelings, memories, or thoughts may result in you feeling discomfort. This is a natural and expected part of the growth process. We will be finding new ways to work through the struggles that bring you to therapy, and changing your assumptions or perceptions may be challenging at times. Change is sometimes rapid, and sometimes slow and difficult. There is no guarantee that psychotherapy will produce lasting or intended results, and no promises can be made about the outcome of therapy.

At the outset of treatment, I will focus on evaluating your needs. I will then be able to offer you an initial plan for what our work will involve, and will ask you to work with me to refine and modify our goals as we progress.

## **OFFICE POLICIES**

### **Session structure**

Psychotherapy sessions are typically 55 minutes. This includes time to discuss goals and/or homework for our next meeting, handle scheduling, payment, and arrange for receipts if requested.

### **Phone consultations**

Phone sessions are occasionally requested, and I am happy to provide this service if needed. However, insurance companies typically will not cover telephone sessions.

### **Lateness/Cancellations/No-Shows**

Please arrive a few minutes before our session so we can begin on time. Because I may have another appointment right after you, I will usually be unable to extend past our usual end time. Your full fee will be due even if you are late. If I am running late, I will either prorate your session fee or extend the time.

Your therapy appointment time is scheduled exclusively for you, and cannot be filled by someone else at the last minute. If you must cancel, please provide at least 24 hours notice by calling or texting me at **(248) 217-3396**. If you are unable to provide at least 24 hours' notice when you cancel, you will be charged a late cancellation/no-show fee of **\$50.00**. *Please note that insurance will not cover or reimburse missed appointments, so you will be responsible for the full late fee if you fail to show and have not called to cancel (not your usual co-pay amount).*

Emergencies that result in cancellation will be handled on a case-by-case basis, and I may waive the cancellation fee if it is due to circumstances that are out of your control, and this is not a recurrent issue. Work conflicts are not considered an emergency and clients will be billed for this time.

No-shows (failure to attend a scheduled appointment with no notice given) delay the progress of treatment and also take away the opportunity for others to receive needed services. Therefore, the aforementioned fee of \$50.00 will be billed after the first no-show. Repeated lateness, late-cancels, and no-shows undermine our work together. If this is an issue, we will discuss it, and determine the best course of action.

### **Fees**

If you are using your insurance, the fee for service will be dictated by my provider agreement with your insurer. You will need to contact your insurer before we meet so you are aware of your patient responsibility (i.e., deductibles, co-pays, and/or co-insurance). Any questions you have about your coverage must be directed to your plan administrator. Some services are not covered by insurance, and in that case, we will discuss the fees and you may sign a private-pay waiver. No fee for non-therapy services will be charged without your knowledge ahead of time. If you are not using insurance, I will provide you with current private pay fees prior to our first appointment.

In order for us to set realistic treatment goals and priorities, it is important that you assess what resources you have to pay for treatment prior to beginning our work together. If you are using your insurance, once I have information about your insurance coverage, we can discuss what we can expect to accomplish with the benefits available, and what arrangements we can make if your benefits run out before you feel ready to end our sessions.

### **Means of Payment**

Payment is expected in full at the conclusion of each therapy session. Receipts can be provided for clients wishing to submit for reimbursement from their insurance companies. If I am in-network with your insurance, you are responsible for deductibles, co-payments, and/or co-insurance at the time of service. I accept cash, check, or credit card.

### **Confidentiality Information**

I will treat with great care all the information you share with me. It is your legal right that our sessions and my records about you are kept private. That is why I ask you to sign a "release-of-records" form before I can talk about you or send my records about you to anyone else. In general, I will tell no one what you tell me. I will not

even reveal that you are receiving treatment from me. In all but a few rare situations, your confidentiality (that is, our privacy) is protected by federal and state laws and by the rules of my profession.

### **Limitations to Confidentiality - Insurance**

If you use your health insurance to pay a part of my fees, insurance companies require some information about our therapy. Insurers may ask for information about you and your symptoms, as well as a detailed treatment plan. This information will become part of the insurance company files and will likely be stored in a computer. Though all insurance companies claim to keep such information confidential, please understand that I have no control over how these records are handled at the insurance company. In some cases, they may share this information with a national medical information databank. My policy is to provide only as much information as the insurance company will need to pay your benefits. By signing this document, you agree that I can provide all requested information to your insurance carrier. You always have the right to private pay for services to avoid these issues.

### **Legal Limitations to Confidentiality**

You have the right to ask that your information not be shared with family members or others, and I can agree to that limitation. You can also tell me if you want me to send mail or phone you at a more private address or number than, say, your home or workplace. If this is of concern to you, please tell me so that we can make arrangements.

You have the right to keep what you tell me private. Generally, no one will learn of our work without your written permission. There are some situations in which I am required by law to reveal some of the things you tell me, even without your permission. Here are some of these situations:

- A. If I come to believe that you are threatening serious harm to another person, I am required to try to protect that person. I may have to tell the person and the police, or perhaps try to have you put in a hospital.
- B. If you seriously threaten or act in a way that is very likely to harm yourself, I may have to seek a hospital for you, or to call on your family members or others who can help protect you. If such a situation does come up, I will fully discuss the situation with you before I do anything, unless there is a very strong reason not to.
- C. In an emergency where your life or health is in danger, and I cannot get your consent, I may give another professional some information to protect your life. I will try to get your permission first, and I will discuss this with you as soon as possible afterwards.
- D. If I believe or suspect that you are abusing a child or an elderly person, I must file a report with a state agency. To “abuse” means to neglect, hurt, or sexually assault another person. I do not have any legal power to investigate the situation to find out all the facts. The state agency will investigate. If this might be your situation, we should discuss the legal aspects in detail before you tell me anything about these topics. You may also want to consult your attorney before disclosing any such information to me.
- E. If a court orders me to testify about you, I must do so. If you are involved in or contemplating litigation, you should consult your attorney to determine whether a court would be likely to order me to disclose information.
- F. If I am testing or treating you under a court order, I must report my findings to the court.

Although this written summary of some exceptions to confidentiality should prove helpful in informing you about potential issues, it is crucial that we discuss any questions or concerns you may have now, or if they should arise in the future.

### **Legal Consultation**

The laws and rules on confidentiality are complicated. Please bear in mind that I am not able to give you legal advice. Are you suing someone or being sued? Are you being charged with a crime? If so, and you tell the court that you are seeing me, I may then be ordered to show the court my records. If you have special or unusual concerns, such as these, and need advice, you must consult an attorney about these concerns.

### **No Court Testimony**

If you ever become involved in a divorce or custody dispute, or any other legal matter, I will not provide evaluations or expert testimony in court, unless ordered to do so by the court. If I am subpoenaed by another party for legal proceedings against you, you will be expected to pay for my professional time, including preparation and transportation costs. Your signature indicates your agreement with this provision.

### **Professional Records**

The laws and standards of my profession require that I keep treatment records. These records include information about your reasons for seeking therapy, a description of the ways your current problems impact your life, your diagnosis, the goals we set for your treatment, your progress toward those goals, your medical and social history, past treatment records obtained from other providers, reports of any professional consultations, your billing records, and any reports that have been sent out, including reports to your insurance carrier. Please understand that I will keep the minimum amount of detail required to meet these laws and standards.

You are entitled to view and/or receive a copy of your records, if you request this in writing (except in unusual circumstances in which disclosure could or would physically endanger you or others, or makes reference to another person who is not a health care provider and your therapist believes that access is reasonably likely to cause substantial harm to such other person, or where information has been supplied confidentially by others). Alternately, I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents, or have them forwarded to another mental health professional who can review them with you. Patients will be charged an appropriate fee for any professional time spent in responding to information requests.

### **Releasing Your Records**

If you want me to send information about our therapy to someone else, you must sign a “release-of-information” form. I have copies that you can see, so you will know what is involved. If your records need to be seen by another professional, or anyone else, I will discuss it with you. If you agree to share these records, you will need to sign a release form. This form states exactly what information is to be shared, with whom, and why, and it also sets time limits. You may read this form at any time. If you have questions, please ask me.

### **Professional Consultation**

I may occasionally find it helpful to consult other professional 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 don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

### **Complaint Procedures**

*If you are not satisfied with any area of our work, please raise your concerns with me at once.* Our work together will be more effective and move more quickly if your concerns are addressed. I will make every effort to hear any complaints you have and to seek solutions to them. If you feel that I, or any other therapist, has treated you unfairly or has broken a professional rule, please tell me. You can also contact the state or local psychological association and speak to the chairperson of the ethics committee. He or she can help clarify your

concerns or tell you how to file a complaint. You may also contact the state board of psychologist examiners, the organization that licenses those of us in the independent practice of psychology.

**Non-payment of Fees**

As noted above, fees are expected to be paid at the time of service. If you have not paid your psychotherapy fees and do not respond to my attempts to contact you and work out a payment plan, 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. 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. By coming to see me, you agree to this policy. *A late fee of 20% of the unpaid balance will be charged each month that a balance remains unpaid.*

**Questions**

Please feel free to ask any questions you have about therapy at any time.

**Contacting Me**

I am often not immediately available by telephone. You can always leave a message on my voicemail and I will make every effort to return your call within 24 hours, with the exception of weekends and holidays. If you leave me a message on a weekend or holiday, I will return your call on the next business day. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

**Email**

Please feel free to communicate with me by email. My email address is **lori@drloriwarner.com**. I check my email at least once a day, but if your matter needs more timely attention, please call instead. *I will do my best to assure your confidentiality through email, but due to viruses, hackers, etc., no email correspondence can be guaranteed to be confidential. Please do not send any information that you would consider to be sensitive through email.*

**In Case of Emergency**

I am unable to provide emergency crisis intervention; rather, it is your responsibility to seek out help immediately. Go to your nearest emergency room or call 911. If there is an emergency and I become concerned about your personal safety, I may need to contact someone close to you—perhaps a relative, spouse, or close friend. I may also need to contact this person, or the authorities, if I become concerned about you harming someone else, especially children or the elderly.

Please sign below to indicate that you have read, understood, and agree to abide by this policy. If you have any questions regarding these policies, please feel free to speak with me. I look forward to working with you.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date