



## Office Policies & General Information Agreement for Psychotherapy Services and Informed Consent for Psychotherapy

*This form provides you, the client, with information that is additional to that detailed in the [Notice of Privacy Practices](#) and it is subject to HIPAA preemptive analysis.*

**CONFIDENTIALITY:** All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law.

**WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW:** Some of the circumstances where disclosure is required or may be required by law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to Zach Baldrige, MS, LPC that the client presents a danger to others. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Zach Baldrige, MS, LPC. 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. Zach Baldrige, MS, LPC will use his/her clinical judgment when revealing such information. Zach Baldrige, MS, LPC will not release records to any outside party unless s/he is 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.

**EMERGENCY:** If there is an emergency during therapy, or in the future after termination, where Zach Baldrige, MS, LPC becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, s/he will do whatever s/he 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, s/he may also contact the person whose name you have provided on the biographical sheet.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact Zach Baldrige, MS, LPC between sessions, please leave a message at the answering service (469)718-7306 and your call will be returned as soon as possible. Zach Baldrige checks his/her messages a few times during the daytime only, unless s/he is out of town. If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call the Suicide/Crisis Center Hotline: (214)828-1000, or Lifepath Systems Crisis Hotline: (877)422-8939, or Northstar Mobile Crisis: (866)260-8000, or the Police: 911. Please do not use email or faxes for emergencies. Zach Baldrige does not always check his email or faxes daily.



**HEALTH INSURANCE & 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 Zach Baldrige, MS, LPC, only the minimum necessary information will be communicated to the carrier. Zach Baldrige, MS, LPC has no control over, or knowledge of, what insurance companies do with the information s/he submits 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 capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

**LITIGATION:** Sometimes patients become involved in litigation while they are in therapy or after therapy has been completed. Sometimes patients (or the opposing attorney, in a legal case) want the records disclosed to the legal system. Due to the nature of the psychotherapeutic process and the fact that it often involves making a full disclosure with regard to many matters, clients' records are generally confidential and private in nature. Patients should know that very serious consequences can result from disclosing therapy records to the legal system. Such disclosures may negatively affect the outcome of custody disputes or other legal matters and may negatively affect the therapeutic relationship. If you or the opposing attorney are considering requesting Zach Baldrige's disclosure of the records, Zach Baldrige will do his/her best to discuss with you the risks and benefits of doing so. As noted in this document, you have the right to review your own psychotherapy records anytime. (See also relevant section above: "WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW")

I do not agree to serve as an expert witness or to provide testimonial services and you agree not to cause me to be used in this way. Should you or your attorney subpoena me as a factual case witness or involve me in court-related proceedings, you agree to pay **\$350.00** for every hour of my time involved including case preparation, travel, and witness time.

You further agree to pay the fee of \$350.00 per hour at the time a subpoena is served. A bill will be rendered to you for immediate payment when a subpoena is issued. Please let Zach Baldrige, MS, LPC know prior to establishing a counseling relationship if you are attending counseling for court or court-related purposes/motivations. A fee will be charged for all contacts with attorney's, judges, and any associated parties involved in the case. Those fees, when applicable, will be billed in 15-minute increments.

If there is an outstanding balance on your account, including prepayment for court related costs, I do not agree to provide testimony, write reports, speak with attorney's, or be involved in any court related proceedings.



**CONSULTATION:** Zach Baldrige, MS, LPC consults regularly with other professionals regarding his clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained.

**E-MAILS, CELL PHONES, COMPUTERS, AND FAXES:** It is very important to be aware that computers and unencrypted email, texts, and e-faxes communication (which are part of the clinical records) can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all emails, texts and e-faxes that go through them. While data on Zach Baldrige's laptop is encrypted, emails, texts and e-fax are not. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers. Zach Baldrige's laptop is equipped with a firewall, a virus protection and a password. Also, be aware that phone messages are transcribed and sent to Zach Baldrige, MS, LPC via unencrypted emails. Please notify Zach Baldrige if you decide to avoid or limit, in any way, the use of email, texts, cell phones calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted email, texts or e-fax or via phone messages, will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and he will honor your desire to communicate on such matters. Please do not use texts, email, voice mail, or faxes for emergencies.

**PHONE OR EMAIL THERAPY:** Consulting with clients exclusively over the phone or via text or email rather than in person (face-to-face) in the therapist's office brings additional complexities and potential disadvantages to the therapeutic process. When appropriate, Zach Baldrige, MS, LPC may recommend that the client/s first choice is to find a local therapist with whom the client/s can meet face to face. If Zach Baldrige is not aware of a local referral, one way to find such a therapist is to call the local Psychological Association chapter/ local NASW chapter / local Counseling chapter, etc. Treating clients exclusively via phone consultations or emails may put therapists at a disadvantage because they cannot detect nonverbal cues, may not be able to accurately diagnose, may not always be aware of the resources available locally, and may not be able to intervene as effectively as necessary in emergency situations. Acute crises and severe psychological disturbances, such as schizophrenia, dissociation, bipolar or some types of personality disorders may not be effectively handled exclusively via phone, email or other web based communications. As was noted in the Termination section, above, if Zach Baldrige, MS, LPC assesses, at any point, that s/he is not effective in helping you reach the therapeutic goals via the telephone sessions, s/he is obligated to discuss it with you and, if appropriate, to terminate treatment. For more information on the topic you can go to: <http://psychcentral.com/best>.

**RECORDS AND YOUR RIGHT TO REVIEW THEM:** Both the law and the standards of Zach Baldrige's, MS, LPC profession require that s/he keep treatment records for at least five years. Please note that clinically relevant information from emails, texts, and faxes are part of the clinical records. Unless otherwise agreed to be necessary, Zach Baldrige, MS, LPC retains



clinical records only as long as is mandated by Texas law. If you have concerns regarding the treatment records, please discuss them with Zach Baldrige, MS, LPC. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Zach Baldrige, MS, LPC assesses that releasing such information might be harmful in any way. In such a case, Zach Baldrige will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, Zach Baldrige will release information to any agency/person you specify unless Zach Baldrige assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, Zach Baldrige will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

**PAYMENTS & INSURANCE REIMBURSEMENT:** Clients are expected to pay the standard fee of \$125.00 per 50 minute session at the end of each session unless other arrangements have been made. Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify Zach Baldrige, MS, LPC if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who would like to claim out of network benefits should remember that professional services are rendered and charged to the clients and not to the insurance companies. If requested, Zach Baldrige, MS, LPC will provide you with a copy of your receipt on a monthly basis, which you can then submit to your insurance company for reimbursement, if you so choose. As was indicated in the section, *Health Insurance & Confidentiality of Records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Zach Baldrige, MS, LPC can use legal or other means (courts, collection agencies, etc.) to obtain payment.

The following information was included previously in the section title “Litigation”:

I do not agree to serve as an expert witness or to provide testimonial services and you agree not to cause me to be used in this way. Should you or your attorney subpoena as a factual case witness or involve me in court-related proceedings, you agree to pay **\$350.00** for every hour of my time involved including case preparation, travel, and witness time.

You further agree to pay the fee of \$350.00 per hour at the time a subpoena is served. A bill will be rendered to you for immediate payment when a subpoena is issued. Please let Zach Baldrige, MS, LPC know prior to establishing a counseling relationship if you are attending counseling for court or court-related purposes/motivations. A fee will be charged for all contacts with attorney’s, judges, and any associated parties involved in the case. Those fees, when applicable, will be billed in 15-minute.



If there is an outstanding balance on your account, including prepayment for court related costs, I do not agree to provide testimony, write reports, speak with attorney's, or be involved in any court related proceedings.

**MINORS IN THERAPY:** If you are under eighteen years of age, please be aware that the law may give your parents or guardians the right to obtain information about your treatment and/or examine your treatment records. It is my policy to request a written agreement from your parents or guardians indicating that they consent to give up access to such information and/or, to your records. If they agree, I will provide them only with general information about our work together subject to your approval, or, if I feel it is important for them to know in order to make sure that you and people around you are safe. If I think it is appropriate, I will involve them if I feel that there is a high risk that you will seriously harm yourself or another/others. Before giving them any verbal or written information, I will discuss the matter with you, if possible. I will do the best I can to resolve any differences that you and I may have about what I am prepared to discuss.

#### **THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE:**

Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. Zach Baldrige, MS, LPC will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Zach Baldrige, MS, LPC may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. 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 the course of therapy, Zach Baldrige, MS, LPC is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. Zach Baldrige, MS, LPC **provides neither custody evaluation recommendation** nor medication or prescription recommendation nor legal advice, as these activities do not fall within his/her scope of practice.



**TREATMENT PLANS:** Within a reasonable period of time after the initiation of treatment, Zach Baldrige, MS, LPC will discuss with you his/her working understanding of the problem, treatment plan, therapeutic objectives, and his/her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Zach Baldrige's 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.

**TERMINATION:** As set forth above, after the first couple of meetings, Zach Baldrige, MS, LPC will assess if he can be of benefit to you. Zach Baldrige, MS, LPC does not work with clients who, in his opinion, he cannot help. In such a case, if appropriate, he will give you referrals that you can contact. If at any point during psychotherapy Zach Baldrige, MS, LPC either assesses that he is not effective in helping you reach the therapeutic goals or perceived you as non-compliant or non-responsive, and if you are available and/or it is possible and appropriate to do, he will discuss with you the termination of treatment and conduct pre-termination counseling. In such a case, if appropriate and/or necessary, he would give you a couple of referrals that may be of help to you. If you request it and authorize it in writing, Zach Baldrige, MS, LPC 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, Zach Baldrige, MS, LPC will give you a couple of referrals that you may want to contact, and if he has your written consent, he will provide her or him with the essential information needed. You have the right to terminate therapy and communication at any time. If you choose to do so, upon your request and if appropriate and possible, Zach Baldrige, MS, LPC will provide you with names of other qualified professionals whose services you might prefer.

**DUAL RELATIONSHIPS:** Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Zach Baldrige's objectivity, clinical judgment or can be exploitative in nature. Zach Baldrige, MS, LPC will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. It is important to realize that in some communities, particularly small towns, small communities, military bases, university campuses, spiritual and rehabilitation communities, etc., multiple relationships are either unavoidable or expected. Zach Baldrige, MS, LPC will never acknowledge working with anyone without his/her written permission. Many clients have chosen Zach Baldrige, MS, LPC as their therapist because they knew him/her before they entered therapy with him/her, and/or are personally aware of his/her professional work and achievements. Nevertheless, Zach Baldrige, MS, LPC will discuss with you the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know which ahead of time. It is your responsibility to advise Zach Baldrige if the dual or multiple relationship becomes uncomfortable for you in any way. Zach Baldrige, MS, LPC will always listen carefully and respond to your feedback and will discontinue the dual relationship if he finds it interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.



**SOCIAL NETWORKING AND INTERNET SEARCHES:** At times, Zach Baldrige, MS, LPC may conduct a web search on my clients before the beginning of therapy or during therapy. If you have concerns or questions regarding this practice, please discuss them with me. I do not accept friend requests from current or former clients on social networking sites, such as Facebook or LinkedIn. I believe that adding clients as friends on these sites and/or communicating via such sites can compromise their privacy and confidentiality. For this same reason, I request that clients not communicate with me via any interactive or social networking web sites.

**AUDIO OR VIDEO RECORDING:** Unless otherwise agreed to by all parties beforehand, there shall be no audio or video recording of therapy sessions, phone calls, or any other services provided by Zach Baldrige, MS, LPC.

**CANCELLATION:** Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours (1 full day) notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee (\$125.00) will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

I have read the above Office Policies and General Information, Agreement for Psychotherapy Services and Informed Consent for Psychotherapy carefully; I understand them and agree to comply with them:

**Client's Name (print)** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Client's Name (print)** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_