



Kelly M. Chadwick, LCSW, LLC

9157 Atlee Road, Suite A Mechanicsville, VA 23116

(804) 937-5344 | kelly@kellymchadwick.com

Client Service Agreement

Welcome!

Welcome to therapy! Please take the time to read through this client service agreement. It contains important information about my professional services and business policies and practices. It also contains summarized information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and client rights regarding the use and disclosure of your Protected Health Information (PHI) used for the purposes of treatment, payment, and health care operations.

Psychotherapy

Therapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the particular problems you bring forward. There are many different methods I may use to deal with the problems that you hope to address. Psychological treatment is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Therapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, Therapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

By the end of the evaluation, I will be able to offer you some initial impressions of what our work together might involve if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy may involve a large commitment of time, money, and energy, so you should be very careful about the provider you select. If you have questions about my procedures or anything else that happens in your sessions, please discuss them with me whenever they arise. It is especially important for you to raise any negative feelings you may develop about me or my work with you. If you and I are unable to work through these negative feelings to your satisfaction, I will be glad to provide you with names of other providers who could see you for a second opinion or to whom you could transfer. You could also seek a referral on your own.

Policies and Procedures

Ages of clients treated: Within my practice, I treat adolescents and adults ages 13 and up.

Sessions

During our first few sessions, we can decide if I am the best person to provide the services you need in order to meet your treatment goals. If therapy has begun, I will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week or two at a time we agree on, although some sessions may be longer or more frequent.

We will decide on a day and time that works for you each week. Unless otherwise agreed upon, you will be expected to attend your appointment each week on the day and time we agreed upon (for example, every Monday at 4:00 PM). Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation.



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I charge for cancellations of less than 24 hour notice and for no-shows (see Billing/Payment section below). If you elect to use insurance, it is important to note that **insurance companies do not provide reimbursement for canceled sessions**, so you will be expected to pay the entire fee, not just the coinsurance amount you might normally pay.

Professional Fees

My rate for individual sessions (50 minutes) is \$95 and my rate for marital sessions (80 minutes) is \$125. Reduced fee options and payment plans may be available on a limited basis to those in need. Please speak to me for additional information.

I also charge \$100 per hour for additional professional services you may need. I will break down the hourly cost if I work for periods of less than one hour. Emergency phone calls of less than 10 minutes are normally free. Other services include report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. However, if we spend more than 10 minutes in a week on the phone, if you leave more than ten minutes worth of phone messages in a week, or if I spend more than 10 minutes reading and responding to emails or text messages from you during a given week I will bill you on a prorated basis for that time. **Insurance companies do not provide reimbursement for most services provided outside of the face-to-face session and it is therefore your responsibility to cover those charges.** My fees are subject to increase each year. If a fee raise is approaching I will remind you of this well in advance. If you have a documented financial hardship we can discuss other fee options.

If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. **Because of the difficulty of legal involvement, I charge \$300 per hour for preparation and attendance at any legal proceeding.** The legal and ethical guidelines for therapists indicate that a court order is required for a provider to testify and/or release records about you to the court. A subpoena alone is not sufficient and I may refuse to appear in court with only a subpoena.

Termination Policy

Therapist Initiated Terminations: It is extremely rare that the therapist would decide to terminate treatment without the client's consent, but it could happen under the following conditions:

- The goals of treatment have been met and treatment is no longer needed
- The goals of treatment have not been met, and are unlikely to be within a reasonable timeframe
- The client fails to pay fair and negotiated fees
- The client refuses to cooperate with treatment
- Lack of progress despite appropriate treatment
- Conflict of interest
- Illness or disability of therapist or family member requiring a reduction in or absence of work

If the client does not respond to the office within 30 days of the client's last visit to the therapist the client's file will be closed at that time and the client will be considered "closed/inactive." The client may request to be "re-established" as a client and make appointments. There may be a delay when the client can be seen as the client has to be worked back into the schedule and there is no guarantee that the time slot that was previously utilized would be accommodated again.



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Contacting Me

I am often not immediately available by telephone. I prefer using **texting or email only to arrange or modify appointments**. While I am usually in my office between 10:00 AM and 6:30 PM, I will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by voice mail that I monitor frequently. Please contact the (804) 937-5344 number and leave a detailed message, including the time you called and your request to be contacted. I will make every effort to return calls, texts, or e-mails within 24 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available.

Texting and email is intended to be used only to schedule and reschedule appointments. Please keep in mind, text and email messaging is not a good medium to discuss therapeutic material, as they are not secure.

Additionally, text and email messaging is vulnerable to unauthorized access, and therefore keeping transmission of personal information to a minimum is recommended. **In emergencies, go directly to the nearest hospital's emergency room.**

Limits on Confidentiality

The law protects the privacy of all communications between you and me. In most situations, I will only release information about your treatment to others if you sign a written Authorization Form for each release. My release forms meet certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on the "Acknowledgment of Notifications" form provides consent for those activities, as follows:

- I. I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my clients. The other professionals are 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. I will note any consultations in your Client Record (which is called "PHI" in our Notice of Privacy Practices).
- II. Disclosures required by health insurers are discussed elsewhere in this Agreement.
- III. If a client threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection. There are some situations where I am permitted or required to disclose information without either your consent or authorization.
- IV. If you are involved in a court proceeding and a request is made for information concerning my professional services, I will not provide any information without your written authorization, unless I am ordered to do so by a court. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- V. If a government agency is requesting the information for health oversight activities, I may be required to provide it for the agency.



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- VI. If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- VII. If a client files a worker's compensation claim, and I am providing treatment related to the claim, I must, upon appropriate request, furnish copies of all therapy reports and bills. There are some situations in which I am legally obligated to take actions which I believe is necessary in attempt to protect others from harm, and I may have to reveal some information about a client's treatment. These situations are very unusual in my practice.

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- If I have reason to believe that a child has been abused, the law requires that I file a report with the appropriate governmental agency, usually the Department of Social Services. Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, I must report to an agency designated by the Department of Social Services. Once such a report is filed, I may be required to provide additional information.
- If I determine that a client presents a serious danger of violence to another, I may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police, and/or seeking hospitalization for the client. If such a situation arises, I will make every effort to fully discuss it with you before taking any action, and I will limit our disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss any questions or concerns that you may have now or in the future with me. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

Psychotherapy Notes

I may keep a set of psychotherapy notes on your case. These notes are for my own use and are designed to assist me in providing you with the best psychotherapy and counseling. While the contents of psychotherapy notes vary from client to client, they generally consist of notes about our work that would not be very meaningful to others. They may also contain particularly sensitive information that you or others reveal to us that is not required to be included in your Client Record. These psychotherapy notes are kept separate from your Client Record.

Psychotherapy notes regarding you are not available to you and cannot be sent to anyone else, with the possible exception of a court order. I have never been asked to release copies of Psychotherapy notes, and in virtually all cases, would refuse to do so unless mandated by law, so this information remains highly protected and confidential. Insurance companies cannot require you to authorize us to release psychotherapy notes as a condition of coverage nor penalize you in any way for your refusal to provide it.



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Client Rights

HIPAA provides you with several new or expanded rights with regard to your Client Record and disclosures of protected health information. These rights include requesting that your provider amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and I privacy policies and procedures. I am willing to discuss any of these rights with you.

Minors

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agree to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

Billing & Payments

You are responsible for coming to your session on time and at the time we have scheduled. If you are using insurance, your insurance will not cover the session if you are 15 minutes late. Therefore you would be responsible for the session fee of \$95. If you are late, we will end on time and not run over into the next person's session. Clients must provide the therapist a **minimum of 24 hour notice** in the event they will miss a session. Sessions canceled with less than **24 hours** advanced notice will be charged in full to the client. If you miss a session without cancelling (no show), you must pay **\$50** before another appointment can be scheduled. ***If you are using insurance your insurance company will not pay for missed sessions or late cancellation fees.*** Your signature on the "Acknowledgment of Notifications" form indicates that you agree to the terms of this policy and you agree to make prompt payment (at the time of the original scheduled appointment) on the charge incurred for a late cancellation/missed appointment. Repeated "no-show" appointments could result in referring you to another practitioner.

All payments are due at the time of service and are to be paid in full unless we agree otherwise or unless you have insurance coverage which requires another arrangement. My fee for a 50 minute individual session is **\$95.00 or \$125** for an 80 minute marital session. If we decide to meet for a longer session, I will bill you prorated on the hourly fee. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. I charge a **fee of \$50 for returned checks.**

Payments by cash, check or debit card at time of service, payable to: **Kelly M. Chadwick, LCSW, LLC.**

Please Note: If you owe the equivalent of two session's charges, a new appointment will not be made until after payment of the outstanding balance, at least in part, is received by my office. In addition, if your balance is not paid in full within 30 days, a \$35 late fee will be added to your balance.



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If your account has not been paid for more than 30 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. If I terminate services, I will provide you with 3 referral sources. Legal means may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided, and the amount due.

Insurance Reimbursement

You are responsible for your bill, co-payment or deductible payment at the time of service. Please contact your insurance company to find out exactly what mental health services your insurance policy covers to prepare yourself for the financial expense of treatment. Some of our Clients elect to use their insurance to help pay for our time together. Before deciding to use your insurance coverage, please read the following four paragraphs very carefully so you will know how filing for insurance may affect you.

Filing for third party reimbursement requires that your services, or "treatment," be certified as "medically necessary." This requires your therapist provide the insurance company with a diagnosis to justify your treatment. It is my understanding that you will have this diagnosis attached to your insurance records for a number of years to come. It is also my understanding that this diagnosis, and possibly other personal information about you and your therapy services, will be kept in shared insurance computers for some period of time. The diagnosis may lead to your being uninsurable for underwritten insurance (e.g., disability, life, health, etc.) for a number of years. If your insurance is a managed care policy, as most insurance policies are today, I may be required to send the insurance company much personal information about you in addition to the mental health diagnosis.

I may also be required to write frequent reviews releasing more personal information with each review. I cannot guarantee that this information will be treated confidentially once it is released and out of my hands. **Also, managed care policies usually limit the frequency of psychotherapy appointments and the total number of sessions they consider necessary to treat your diagnosis. It is important to know the number of sessions your insurance company will cover. It is not my responsibility to seek out this information. If our sessions surpass the approved number for your diagnosis, you will be responsible to pay the entire cost of those sessions.**

As noted earlier: Insurance companies will not pay for missed appointments, no-shows or late cancellations.

You are responsible for paying for the reserved time. Your appointments are set aside exclusively for you and if/when you do not show up, that time still belongs to you. By signing the "Acknowledgment of Notifications" form, you agree that Kelly M. Chadwick, LCSW can provide requested information to your carrier, should you decide to involve your insurance company in your services. Remember, you have the right to pay privately for your psychotherapy and leave this third party out of your confidential relationship with your provider.

Social Media Policy

This outlines my office policies related to use of Social Media. Please read it to understand how I conduct myself on the Internet as a mental health professional and how you can expect me to respond to various interactions that may occur between us on the Internet. If you have any questions about anything within this document, I encourage you to bring them up when we meet. As new technology develops and the Internet changes, there may be times when I need to update this policy. If I do so, I will notify you in writing of any policy changes and make sure you have a copy of the updated policy.

Friending



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I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc.). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

Interacting

Please do not use SMS (mobile phone text messaging) or messaging on Social Networking sites such as Twitter, Facebook, or LinkedIn to contact me. These sites are not secure and I may not read these messages in a timely fashion. Do not use Wall postings, @replies, or other means of engaging with me in public online if we have an already established client/therapist relationship. Engaging with me this way could compromise your confidentiality. It may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart. If you need to contact me between sessions, the best way to do so is by phone. Direct email at kelly@kellymchadwick.com is second best for quick, administrative issues such as changing appointment times. See the email section below for more information regarding email interactions.

Electronic Communication

I prefer using texting or emailing **only to arrange or modify existing appointments**. Please do not text or email me personal information relating to your therapy sessions as neither are completely secure or confidential. If you choose to communicate with me by text or email, please be aware that all information is retained in the logs of your and my Internet and Cellular service providers. It is very unlikely that someone will be looking through these logs, they are, in theory, available to be read by the system administrator(s) of the Internet and Cellular service providers. You are also advised that any email sent to me via computer systems in a workplace environment is legally accessible by an employer. While I may try to return messages in a timely manner, I cannot guarantee immediate response and request that you **do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies**. I am ethically and legally obligated to maintain records of each time we meet, talk on the phone, or correspond via electronic communication such as email or text messaging. These records include a brief synopsis of the conversation along with any observations or plans for the next meeting. A judge can subpoena your records for a variety of reasons, and if this happens, I must comply.