**Center for Emotion Regulation and Wellness**

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**SERVICES CONTRACT**

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our first meeting. When you sign this document, it will represent an agreement between us.

**PSYCHOLOGICAL SERVICES**

Some people reading this form have never been to therapy before and others may have had trials of therapy in the past. Regardless of your treatment history, I think it’s important to be clear about what you can expect from therapy with me. Consistently research finds that the relationship is one of the most important aspects of therapy. Feeling comfortable with a therapist, feeling like a therapist understands your perspective and feeling that the therapist has the tools to help you in the manner you want to be helped is critical. My approach to therapy relies on my relationship with you and sees you as an invaluable resource in the work that we do together. Although my background and training provide me with important tools to be able to help you, *you* are the expert on your life. Your experiences and insight provide critical information that we will use in our work. Psychotherapy is not like visiting a medical doctor. It requires your very active involvement. I expect us to plan our work together. In our treatment plan we will list the areas to work on, our goals, the methods we will use, the time and money commitments we will make, and some other things. I expect us to agree on a plan that we will both work hard to follow. From time to time, we will look together at our progress and goals. If we think we need to, we can then change our treatment plan, its goals, or its methods.

***Treatment Overview***

All of the treatment I offer is individualized. Because of this, I will need to spend some time getting to know you before I can offer you a proposed treatment plan. Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. This plan will be based on what you want to get out of therapy (i.e., your goals), my understanding of the difficulties you are having (i.e., problems and symptoms) and a course of action (including approximate number of sessions) that will help you overcome these problems in order to reach your goals. Your input in this process is highly valuable to me. After I provide you with initial feedback, I invite you to evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very thoughtful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

My theoretical approach is based on behavioral and emotional principles. This means I try to understand the challenges you are experiencing as part of your entire learning history and how emotions you are experiencing (especially painful ones) likely make a lot of sense. In other words, I search for how your experiences are likely *normal* reactions to your history and experiences. I also seek to teach you skills that can leave you feeling better equipped to manage the challenges you are experiencing. I use evidence-based therapy (EBT) whenever possible, those that have a proven track record of effectiveness according to research. We will check in regularly to determine whether or not the therapy is helping you and you are satisfied with treatment. Sometimes we may learn things over the course of treatment that may guide us to switch methods or try new skills. It is important to me that we always hold ourselves accountable to your goals and what you would like to get out of therapy.

An important part of your therapy will be practicing new skills that you will learn in our sessions. I will ask you to practice outside our meetings, and we will work together to set up assignments for you to do outside of session. I might ask you to do exercises, keep records, and read to deepen your learning. In order to ensure the best chances of success, please expect to engage in *daily* practice outside of our therapy sessions. Although many people find the therapy session itself helpful, you spend much more of your time outside of therapy, so the real change takes place when you’re on your own! Learning new skills can take some time and absolutely requires investment. Thankfully, the investment is often worth it because you will be closer to living the life that you’d like to live.

***Treatment Duration & Termination***

Most of my clients see me once a week for anywhere between 3 to 6 months once we have achieved the goals we set out for in therapy. After that, we meet less often for “check-ins” as needed to help ensure you are maintaining your progress. Therapy then usually comes to an end. The process of ending therapy, called “termination,” can be a very valuable part of our work. Stopping therapy should not be done casually, although either of us may decide to end it if we believe it is in your best interest. Many people experience difficulty ending relationships effectively and I see it as my job to help us end our relationship in a manner that honors the work we’ve done together. Ending therapy involves reviewing our goals, the work we have done, any future work that needs to be done, and our choices. Although you have the right to end therapy at any time, I ask you to consider having a final “termination” session regardless of when you elect to leave so that we may discuss all of these things together.

I may terminate treatment if payment is not timely, if we are unable to agree on effective treatment goals and approaches, or if some problem emerges that is not within the scope of my competence or availability. If at any point during psychotherapy I assess that I am not effective in helping you reach your therapeutic goals, 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 at any time you want another professional’s opinion or wish to consult with another therapist, I will assist you in finding someone qualified, 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 do so, I will offer to provide you with names of other qualified professionals whose services you might prefer.

***Treatment Risks and Benefits***

Psychotherapy 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, psychotherapy 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.

**QUALIFICATIONS**

I am a licensed Clinical Psychologist (PSY 25124) with a Ph.D. in Psychology. My education, training and experience include providing counseling and psychotherapy to individuals since 2006. I received my B.A. in Psychology from Harvard University in 2004 and my Ph.D. in 2012 from University of California, Los Angeles. I spent five years working at the San Diego VA, where I served as a staff psychologist and supervisor of psychology trainees. I have been trained in numerous therapies that have research to demonstrate they are effective and all of the therapy I do is directly informed by research.

**EXPECTATIONS FOR THE RELATIONSHIP**

As a professional, I will use my best knowledge and skills to help you. This includes following the standards of the American Psychological Association, or APA. In your best interests, the APA puts limits on the relationship between a therapist and a client, and I will abide by these. Let me explain these limits, so you will not think they are personal responses to you.

First, I am licensed and trained to practice psychology—not law, medicine, finance, or any other profession. I am not able to give you good advice from these other professional viewpoints.

Second, state laws and the rules of the APA require me to keep what you tell me confidential (that is, just between us). You can trust me not to tell anyone else what you tell me, except in certain limited situations. I explain what those are in the “About Confidentiality” section of this form. Here I want to explain that I try not to reveal who my clients are. This is part of my effort to maintain your privacy. If we meet on the street or socially, I may not say hello or talk to you very much. My behavior will not be a personal reaction to you, but a way to maintain the confidentiality of our relationship.

Third, in your best interest, and following the APA’s standards, I can only be your therapist. I cannot have any other role in your life. I cannot, now or ever, be a close friend to or socialize with any of my clients. I cannot be a therapist to someone who is already a friend. I can never have a sexual or romantic relationship with any client during, or after, the course of therapy. I cannot have a business relationship with any of my clients, other than the therapy relationship. If you ever become involved in a divorce or custody dispute, I want you to understand and agree that I will not provide evaluations or expert testimony in court. You should hire a different mental health professional for any evaluations or testimony you require. This position is based on two reasons: (1) My statements will be seen as biased in your favor because we have a therapy relationship; and (2) the testimony might affect our therapy relationship, and I must put this relationship first.

**MEETINGS**

As indicated above, I normally conduct an initial evaluation that will last from 2 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 55-minute session (one appointment hour of 55 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide **36** **hours advance notice of cancellation** [unless we both agree that you were unable to attend due to circumstances beyond your control]. If it is possible, I will try to find another time to reschedule the appointment. As a courtesy, I provide automated text message reminders for your sessions roughly 24 hours in advance of session. However, it is still your responsibility to remember our agreed appointment time even if you do not receive a reminder. If you have questions about the appointment, please feel free to contact me for clarification.

**PROFESSIONAL FEES**

Your treatment is being provided as an employment benefit through Lyra and you are not financially responsible for the sessions you attend. However, in the event that you do not show for a session or cancel with less than 36-hours notice, you will be responsible to pay for the session. My hourly fee is $185.00. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, reading and responding to emails, telephone conversations, 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. These additional services are billed at the normal hourly rate based on 10-minute intervals.

**BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment methods consist of either **Cash, Check or Credit Card**. 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.]

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, 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. [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**

At this time, **I do not accept insurance** for the therapeutic services provided. However, in order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will provide you with an Invoice/Statement containing all required information to assist in helping you receive the benefits to which you are entitled; **however, you (not your insurance company) are responsible for full payment of my fees** at the time of session. It is very important that you find out exactly what mental health services your insurance policy covers. You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. “Managed Health Care” plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work

out specific problems that interfere with a person’s usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end. [Some managed care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.]

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though 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. In some cases, they may share the information with a national medical information databank.

**CONTACTING ME: AVAILABILITY/EMERGENCIES**

I am often not immediately available by telephone. While I am usually in my private practice office between 8 AM and 4 PM, I do not answer the phone when I am with clients. When I am unavailable, my telephone is answered by voicemail that I monitor frequently. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. **Please be aware that I do NOT provide 24-hour availability and so, in the event of a situation that requires immediate attention, please call the San Diego County Crisis Team at 888.724.7240.**  They are available 24 hours a day, seven days a week. You can also call 911 or go to the nearest hospital emergency room. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

**CONFIDENTIALITY – NOTICE OF PRIVACY PRACTICES**

All communications between us will be held in strict confidence unless you provide written permission to release information about your treatment. There are exceptions to confidentiality. For example, therapists are required by law (mandated) to report instances of suspected child or elder abuse. Therapists may be required or permitted to break confidentiality when they have determined that a client presents a serious danger of physical violence to another person/group of persons, or when a client is dangerous to him or herself. In addition, a federal law known as The Patriot Act of 2001 requires therapists (and others) in certain circumstances, to provide FBI agents with books, records, papers and documents and other items and prohibits the therapist from disclosing to the client that the FBI sought or obtained the items under the Act. Additionally, Federal privacy regulations known as the Health Insurance Portability and Accountability Act (HIPAA, eff. date April 14, 2003) allow me to use or disclose Protected Health Information (PHI) from your record in order to provide treatment to you, to obtain payment for the services I provide, and for other professional activities (known as “health care operations”), including how to access your health information. Nevertheless, I ask for your consent in order to make this permission explicit.

Please also take careful note of my policies regarding electronic communication. Electronic communication (e.g., emails, text messages, etc) are nonsecure methods of communication. If you wish to communicate with me over email or text, it is important that you are aware of the potential risks involved in doing so. Please see the **Consent for Electronic Communication** for more information.

*My commitment to your privacy*

I am dedicated to maintaining the privacy of your health information. Being required by law to

maintain the confidentiality of your health information, I am also required to provide you with the

following important information:

*Use and disclosure of your health information in certain special circumstances*

The following circumstances may require me to use or disclose your health information:

**1.** To public health authorities and health oversight agencies that are authorized by law to collect information.

**2.** Lawsuits and similar proceedings in response to a court or administrative order.

**3.** If required to do so by a law enforcement official, for example by subpoena.

**4.** When necessary to reduce or prevent a serious threat to your health and safety or the health and safety of another individual or the public. I will only make disclosures to another person or

organization able to help prevent the threat.

**5.** If you are a member of U.S. or foreign military forces (including veterans) and if required by

appropriate authorities for national security.

**6.** To federal officials for intelligence or national security activities authorized by law.

**7.** To correctional institutions or law enforcement officials if you are an inmate or under the custody of a law enforcement official.

**8.** For lawsuits or claims for Workers Compensation and similar programs.

Please note: Your health information does not include progress notes and are therefore not subject to disclosure to an outside party.

Additional disclosures:

**1.** To obtain payment for treatment from your insurance company or health plan.

**2.** To disclose health information to others without your consent if you are incapacitated or if an

emergency exists.

**3.** To remind you about your appointments, or to give you information about treatment alternatives, other health care services, or other health care benefits that may be of interest to you.

*Your rights regarding your health information*

**1.** Communications: You can request that I communicate with you about your health and related

issues in a particular manner or at a certain location. For example, you may ask that I contact you at home rather than at work. I will accommodate all reasonable requests.

**2.** Restrictions: You can request a restriction in the use or disclosure of your health information for treatment, payment, or health care operations. Additionally, you have the right to request that I restrict disclosure of your health information to only certain individuals involved in your care or

payment for your care, such as family members and friends. If you are referred to a physician or

if I refer you to a physician for additional care, disclosure of your health information will most

likely be made to that physician. I am not required to agree to a request not to do so; however, if I do agree, I am bound by this agreement except when required by law, in emergencies, or when the information is necessary to treat you.

**3.** An accounting of disclosures: You can request to receive an accounting of certain disclosures of your health information I have made, if any.

**4.** Receiving a copy of your health records: You can inspect and receive a copy of your health

information that may be used to make decisions about your care, including medical records and

billing records, but not including psychotherapy notes. You must submit your request in writing. I

will respond to your request within 30 days. In certain situations, I may deny your request, and if

I do, I will explain the reasons for the denial and explain your right to have the denial reviewed.

Also, instead of providing the health information you request, you may be provided with a

summary or explanation as long as you agree to receive one. I hold records for seven (7) years

after termination

**5.** Amending your health information: You may ask me to amend your health information if you

believe it is incorrect or incomplete. To request an amendment, you must provide the request and your reason for the request in writing. I will respond within 60 days. I may deny the request in writing if I feel your health information is correct and complete, are not part of my records, or

may cause you harm. I will state the reasons for a denial and explain that your request and denial be attached to all future disclosures. If I approve your request, I will make the change and inform you that it has been done.

**6.** You are entitled to receive a copy of this Notice of Privacy Practices. You may ask me to give

you a copy at any time.

**7.** If you believe that your privacy rights have been violated, you may file a complaint with me or

with the Secretary of the Department of Health and Human Services. You will not be retaliated

against for filing a complaint.

**8.** I will obtain your written authorization for uses and disclosures that are not identified in this

notice or permitted by applicable law.

**9.** I reserve the right to change this Notice in the future, and before any important changes to my policies are made, I will promptly change this Notice and offer you a new copy of the policy.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

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Client Signature Date

\_\_\_\_\_\_ Please initial here if you give permission for me to leave confidential information on your voicemail