

Policies: Individual

**Charles D. Matthews, LMFT
Montreal Psychotherapy Group
2799 Lawrenceville Hwy, Suite 107
Decatur, GA 30033**

Phone: (770) 414-5800

Fax: (770) 621-9118

INFORMATION FORM

Date _____ **Referred by** _____

Name _____
(Last) (First) (Middle)

Address _____
(Street) (City) (State) (Zip)

Phone Numbers (Home) _____ **(Office)** _____

(Mobile) _____ **(e-mail)** _____
(Please indicate if it is not okay to leave messages at the above numbers.)

Age _____ **Date of Birth** _____ **(SSN)** _____

Education _____ **Location** _____

Occupation/Title _____ **Employer** _____

Business Address _____

Marital Status _____ **Years Married** _____ **Anniversary** _____

Spouse's Name _____ **Occupation/Employer** _____

Children (Names/Gender/Age) _____

Person(s) to Contact in Emergency _____ **Phone** _____

Physician _____ **Phone** _____ ***May we contact?** _____

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What medications are you taking? _____

Are you Currently in Therapy? _____ If so, with Whom? _____

Previous therapy? _____ If so, When and with Whom? _____

Check any of the following that apply to you and explain:

____ Depression _____

____ Alcohol _____

____ Drug Abuse _____

____ Other Addictions _____

____ Violence _____

____ Thoughts of Suicide _____

How will you know when your therapy is successful?

How long do you think this might take? _____

*Note: Answering this question "Yes" does not constitute your consent, Contact with any outside party requires that you sign a separate consent (with only rare exception; please refer to the Individual Psychotherapy Agreement or Couples Psychotherapy Agreement for details.)

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Charles D. Matthews, M.S.
Licensed Marriage and Family Therapist
2799 Lawrenceville Highway, Suite 107
Decatur, GA 30033

Office: (770) 414-5800 Fax: (770) 621-9118

INDIVIDUAL PSYCHOTHERAPY AGREEMENT

Welcome to my practice. Here is some information to help you understand how my therapy works.

Please read it carefully. If this is all agreeable to you, please sign at the bottom. If you have any questions before signing, let's discuss them at our next meeting.

PSYCHOTHERAPY

Psychotherapy is not easily described in general statements. It varies depending on the particular problems that the clients bring, the training of the therapist, and the personalities of the clients and the therapist. Unlike a visit to a medical doctor, psychotherapy requires hard work on your part. In order to be successful, you will have to put a lot of effort into your sessions and a lot of effort into the time between sessions.

Psychotherapy has both benefits and risks. Research has shown that two-thirds to three-quarters of clients find their therapy quite helpful. Psychotherapy often leads to a significant reduction of distress, better relationships, and resolution of specific problems. I hope you will also experience better communication, greater success with difficult issues, and a greater sense of teamwork. Unfortunately, since psychotherapy is not an exact science, there can be no guarantees about what your experience will be.

The risks of psychotherapy include feelings of frustration, fear, anger, and sadness. You may have to talk about things that are difficult to discuss. Psychotherapy will also probably involve making some changes in your habitual ways of doing things – and this may feel difficult at first. Your therapy may involve recalling unpleasant aspects of your life and life history. Also, you may have new insights into yourself and others that may initially feel uncomfortable.

STARTING THERAPY

Research has shown that the most important predictor of therapy success is a good working relationship between clients and therapist. For this reason, in our first few sessions, we should collaborate to find ways to work together well. I will show you my style of therapy and answer any questions you may have about me. I will give you my initial impressions of strengths and areas of concern. I will also suggest what your therapy might include. If you would like, you may refer to my website (www.charlesmatthewscounseling.com) for additional information regarding my approach to therapy. I may also be able to refer you to other materials.

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Please let me know what makes you comfortable and uncomfortable. We need to work together to establish good teamwork, just like in any relationship. Since therapy involves a large commitment of time, money, and energy, this is an important task to do well.

I have found that I can help you best if you are:

- Able to plan and keep regular weekly or biweekly appointments.
- Willing and able to set agendas for therapy sessions.
- Willing to acknowledge your contribution to the difficulties.
- Willing to make changes in the things you do.
- Willing to discuss options in therapy before taking unilateral action.

MEETINGS*

When I work with clients individually, sessions are 45 minutes in length.

Together, we will choose the best possible day and time for your appointments, given our different schedules. Usually, we will plan to meet weekly or biweekly at that same day and time. This will be our "standing appointment." I will save this time for you, and we will all plan our schedules to minimize conflicts with this time. If your schedule requires some other arrangement, please discuss this with me.

Individual therapy may be either short-term (as few as six to eight visits) or longer term, depending upon the issue and your goals. If you prefer to focus on a particular or limited issue (e.g., difficulty getting along with a co-worker or supervisor), a few visits may be all that we will need. But, if there is a more complex issue or if you want to work at a deeper level (for example, to change a tendency to be perfectionistic or critical of yourself and demanding of others), deeper insight and long-term changes generally require more time. In the early stages of therapy, I tend to focus more on the particular concern for which you are seeking help. As therapy progresses, the client often realizes that similar beliefs and attitudes are contributing to issues in other areas of his life, as well.

Remember, you are NOT committing yourself to any number of sessions at this time. The decision of how long to continue your therapy is always yours. This information about length of therapy is included so that you can understand how I usually work and how individual therapy usually goes.

CANCELLATIONS AND RESCHEDULING

My cancellation policy has three parts: 1. When either of us needs to change an appointment, we each agree to give the others as much notice as possible. 2. If you change an appointment with less than one day's (24 hours') notice, you will have to pay my full fee for that time (because the time was saved for you). 3. If I change an appointment with less than one day's notice, I will pay you my full fee for that time (because you also saved the time). This "one day's notice" policy applies regardless of the reason for the cancellation. The only exceptions are: situations that require immediate medical attention, funerals, and deaths in the family. There is no charge in these

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circumstances. However, there are other circumstances that do result in a charge, even though you had no control over them. These include last-minute business meetings, car breakdowns, minor illnesses, babysitters who don't show up, airplanes that don't fly on time, bad weather and similar difficulties. I empathize with these problems, and I sometimes have them myself. Nonetheless, if they cause me to cancel an appointment with less than one day's notice, I will pay you my full fee. And, if they cause you to cancel an appointment with less than one day's notice, you will have to pay my full fee for that time.

PROBLEMS WITH THERAPY

If you have questions or problems with any part of your therapy, please bring these to my attention in session as soon as possible. It is essential that we talk about your concerns, explore them and resolve them. Our teamwork depends on it, and the success of your therapy depends on it.

Sometimes, I may be able to modify my procedures so that they will work better for you. Sometimes, greater explanation will help you understand why I do certain things and why they may be helpful. At other times, the problem you are having with therapy may be very similar to a problem you are having in another relationship. This can be a perfect opportunity for you to learn, grow and change – although it may feel uncomfortable at the time. You may discover something new about yourself that will help you break-through an important problem in a relationship.

I will consistently encourage you to talk about your concerns, problems and difficulties so that we can resolve them. I believe this kind of discussion is crucial in the therapeutic relationship between you and me – and I believe it is crucial in close relationships with others. However, if your doubts, concerns, or problems about therapy persist, I am willing to suggest another consultant or another therapist.

TERMINATING THERAPY

When you feel ready to terminate your therapy, I would appreciate your mentioning this at the beginning of a session or by phone prior to our next session. If you make this decision between sessions, it would still be beneficial for us to meet for a final session for closure.

During our last session, I have found that the client benefits if we discuss your reasons for terminating, progress toward meeting your goals, unresolved issues (if any), and suggestions for consolidating the gains you have made.

Many clients like to have me as a resource whenever they feel the need for support in the future. I will be glad to help you to arrange whatever ongoing support feels most helpful.

FEES AND PAYMENT*

For a 45-minute individual therapy session, my full fee is \$150. If you are unable to afford my fee, please discuss this with me. I may be able to arrange a payment plan with

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you, or a discounted fee arrangement, or a referral that will allow you to get the help you need at a cost you can afford. Of course, your out-of-pocket cost may also be much less if you use a medical insurance plan. Refer to the next section, INSURANCE REIMBURSEMENT.

You will be expected to pay for each session at the time we meet, unless we have agreed to another payment arrangement. If you are paying by check or cash, please make your payment at the beginning of the session. I will provide you with a receipt for payment and will note the time and day of our next appointment at the bottom of the receipt. You may pay by check, credit card, or cash. If you have insurance that covers psychotherapy, the receipt should include the information the insurance company needs so that they can reimburse you. Again, refer to the next section for options regarding insurance.

INSURANCE REIMBURSEMENT

In-Network vs. Out-of-Network

If you have a health benefits plan, it will likely provide some coverage for mental health treatment and psychotherapy. Some plans offer coverage for both "In-Network" and "Out-of-Network" providers. Other plans cover only the services of an "In-Network" provider. **Whether I am an in-network or out-of-network provider for your plan, insurance plans will pay for only one 45-minute session on any given date.**

I am an in-network provider for several insurance plans, and I will gladly tell you if your plan is among those. If you have the option of choosing your own doctor, and your plan includes an out-of-network mental health benefit, it will probably cover a portion of my fee because I am a licensed mental health provider (a Licensed Marriage and Family Therapist). **If you decide to use a health benefits plan, whether in-network or out-if-network, then you are giving permission, by signing below, for me to release information to your insurance company which relates directly to your treatment, including diagnosis, prognosis, times and dates of sessions, and payments received.** If you elect to use an in-network plan, then by signing this agreement, you are also consenting to the insurance company reimbursing me directly for your treatment.

Whatever insurance plan you use, you are responsible for verifying your exact insurance benefit before your first visit and for paying any portion that your plan does not cover on the day of each visit. I will provide you with whatever assistance I can so that you can receive the insurance benefits to which you are entitled, including providing you with a detailed receipt for each visit. However, it is your responsibility to pay the full amount of the fee and to file claims for reimbursement if I am not part of your managed care network.

Keep in Mind...

I do not file forms for out-of-network reimbursement. Remember, too, that no insurance plan covers any portion of a visit that is cancelled without sufficient notice and for which a late-cancellation or unkept-appointment fee is charged.

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If you submit claims to your insurance company, a clinical diagnosis will be required. This information will become part of the insurance company's records. Insurance companies say that they keep such information confidential, but once it is in their hands, I cannot control what they do with it. If your insurance company should request any information from me in addition to your diagnosis, I will contact you first so that we can discuss the matter.

Please remember that you---not your insurance company---are ultimately responsible for payment, whether or not I am within your insurance company's managed care network.

OTHER PROFESSIONAL SERVICES

In the rare instance that you should need professional services other than psychotherapy, it is my practice to charge an hourly fee of \$150 on a prorated basis. Such services might include report writing, lengthy telephone conversations, meetings or consultations, preparation of records or treatment summaries, or similar. In the rare circumstance that you become involved in litigation that requires my participation, you will be expected to pay for my professional time even if I am compelled to testify by another party. Because of the complexity and difficulty of legal involvement, I charge \$150 per hour for preparation for any legal proceeding and \$200 per hour, door-to-door, for attendance at any legal proceeding. Fees for any of these professional services will be agreed upon at the time these services are requested.

CONTACTING ME

I am usually in my office between the hours of 9:00 a.m. and 7:00 p.m., Monday, Tuesday and Thursday, and until 6:00 pm on Wednesday and Friday. However, I do not take calls when I am with clients. At those times, and at all other times and days when I am not in the office, you may leave a message on my voicemail at (770) 414-5800. If I will be unavailable for an extended time, I will include on my outgoing voicemail the name and contact information of a trusted colleague whom you can contact if necessary.

When leaving a message for me, please leave your phone number and a time (a "window" of two hours or more) when I can reach you. I will make every effort to return your call on the same day, except on weekends and holidays.

In case of an emergency, please leave me a message and then call 911 or go to the emergency room at the nearest hospital. At the hospital, ask for the psychiatrist on call. I will return your call as soon as I receive your message. However, on weekends and holidays, I may not receive your message until the next business day.

PROFESSIONAL RECORDS

The standards of my profession require that I keep appropriate treatment records. Under a federal law called the Health Information Portability and Accountability Act, these records are considered Protected Health Information and can only be released, or "disclosed," to someone else under very specific conditions. If you agree to release these records, I will provide you with a copy of your records or a summary. Because these are

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professional records, they can be misinterpreted and might possibly be upsetting. If you wish to see your records, I recommend that you review them with me so that we can discuss what they contain.

CONFIDENTIALITY

To release information about your couples therapy, I need to have your written release. In general, the law protects the confidentiality of all communications between clients and their therapist. I only release information about our work with written releases signed by **both** of you.

Clients often sign a release so that I can speak with a current couples therapist or with a previous therapist. A release of this kind helps me to coordinate your therapy so that it will be most helpful to you. Conceivably, you might think that my testimony would be helpful to you in a legal proceeding, such as a divorce. Please remember that, if I have met with a friend or another family member as part of your therapy, my testimony would require written releases from **both** of you. So far, in seventeen years of practice, each time this has happened, one client gives a release but the other does not. Therefore, I have never had to testify in any legal proceeding.

In most judicial proceedings, you have the right to prevent me from providing any information about your treatment. However, in some circumstances, such as child custody proceedings (and proceedings in which your mental health is an important element), it is conceivable that a judge might require my testimony, in spite of my legal objections on the basis of confidentiality. However, this has never happened to me in seventeen years of practice.

There are also a few situations in which I am legally required to protect someone, even if that involves revealing some information about a client's treatment without that client's consent. There are four cases when I am legally required to do this: (1). If I believe that a child, an elderly person or a disabled person is being abused, I may be required by law to file a report with the appropriate state agency. (2). If I believe that a client is threatening serious bodily harm to another person, I may be required to take protective action, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization. (3). If a client threatens to harm him/herself, I may be required to seek hospitalization for that client, or contact family members or others who can help provide protection. (4). If a court of law orders me to provide information. These situations have rarely arisen in my practice. Should such a situation occur, I would make every effort to discuss it fully with you before taking any action.

Occasionally, I find it helpful to consult with other professionals about a situation in therapy. In these consultations, I avoid revealing the identity of my clients. I will usually inform you of these consultations.

I will provide you with a separate summary of your rights and responsibilities regarding your records under the Healthcare Information Portability and Accountability Act (HIPAA).

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Again, I am honored that you have chosen me as your therapist. I will do everything I can to help you to move forward, solve your problems and be happy again.

AGREEMENT

My signature below indicates that I have read the information in this document and that I agree to these guidelines for our professional relationship.

Name

Date

*Please be sure to carefully review the section entitled **INSURANCE REIMBURSEMENT** if you wish to use your insurance plan.

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CHARLES D. MATTHEWS, LMFT, LPC, CCADC **NOTICE OF PRIVACY PRACTICES**

The privacy of your health information is important to me. I will maintain the privacy of your health information and I will not disclose your information to others unless you tell me to do so, or unless the law authorizes or requires me to do so.

A new federal law commonly known as HIPAA requires that I take additional steps to keep you informed about how I may use information that is gathered in order to provide health care services to you. As part of this process, I am required to provide you with the attached Notice of Privacy Practices and to request that you sign the attached written acknowledgement that you received a copy of the Notice. The Notice describes how I may use and disclose your protected health information to carry out treatment, payment or health care operations and for other purposes that are permitted or required by law. This Notice also describes your rights regarding health information I maintain about you and a brief description of how you may exercise these rights.

If you have any questions about this Notice please contact Charles D. Matthews, LMFT, LPC, CCADC.

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CHARLES D. MATTHEWS, LMFT, LPC, CCADC

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I am required by applicable federal and state law to maintain the privacy of your health information. I am also required to give you this Notice about my privacy practices, legal obligations, and your rights concerning your health information ("Protected Health Information" or "PHI"). I must follow the privacy practices that are described in this Notice (which may be amended from time to time).

For more information about my privacy practices, or for additional copies of this Notice, please contact me using the information listed in Section II G of this notice.

I. USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

A. Permissible Uses and Disclosures without Your Written Authorization

I may use and disclose PHI without your written authorization, excluding Psychotherapy Notes as described in Section II, for certain purposes as described below. The examples provided in each category are not meant to be exhaustive, but instead are meant to describe the types of uses and disclosures that are permissible under federal and state law.

1. Treatment: I may use and disclose PHI in order to provide treatment to you. For example, I may use PHI to diagnose and provide counseling service to you. In addition, I may disclose PHI to other health care providers involved in your treatment.

2. Payment: I may use or disclose PHI so that services you receive are appropriately billed to, and payment is collected from, your health plan. By way of example, I may disclose PHI to permit your health plan to take certain actions before it approves or pays for treatment services.

3. Health Care Operations: I may use and disclose PHI in connection with our health care operations, including quality improvement activities, training programs, accreditation, certification, licensing or credentialing activities.

4. Required or Permitted by Law: I may use or disclose PHI when I am required or permitted to do so by law. For example, I may disclose PHI to appropriate authorities if I reasonably believe that you are a possible victim of abuse, neglect, or domestic violence or the possible victim of other crimes. In addition I may disclose PHI to the extent necessary to avert a serious threat to your health or safety or the health or safety of others. Other disclosures permitted or required by law include the following: disclosures for public health activities; health oversight activities including disclosures to state or federal agencies authorized to access PHI; disclosures to judicial and law enforcement officials in response to a court order or other lawful process; disclosures for research when approved by an institutional review board; and disclosures to military or national security agencies, coroners, medical examiners, and correctional institutions or otherwise as authorized by law

B. Uses and Disclosures Requiring Your Written Authorization

1. Psychotherapy Notes: Notes recorded by your clinician documenting the contents of a counseling session with you ("Psychotherapy Notes") will be used only by your clinician and will not otherwise be used or disclosed without your written authorization.

2. Marketing Communications: I will not use your health information for marketing communications without your written authorization.

3. Other Uses and Disclosures: Uses and disclosures other than those described in Section I.A. above will only be made with your written authorization. For example, you will need to sign an authorization form before I can send PHI to your life insurance company, to a school, or to your attorney. You may revoke any such authorization at any time.

II. YOUR INDIVIDUAL RIGHTS

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A. Right to Inspect and Copy. You may request access to your medical record and billing records maintained by me in order to inspect and request copies of the records. All requests for access must be made in writing. Under limited circumstances, I may deny access to your records. I may charge a fee for the costs of copying and sending you any records requested. If you are a parent or legal guardian of a minor, please note that certain portions of the minor's medical record will not be accessible to you, such as psychotherapy notes.

B. Right to Alternative Communications. You may request, and I will accommodate, any reasonable written request for you to receive PHI by alternative means of communication or at alternative locations.

C. Right to Request Restrictions. You have the right to request a restriction on PHI used for disclosure for treatment, payment or health care operations. You must request any such restriction in writing addressed to the Privacy Officer as indicated below. I am not required to agree to any such restriction you may request.

D. Right to Accounting of Disclosures. Upon written request, you may obtain an accounting of certain disclosures of PHI made by me after April 14, 2003. This right applies to disclosures for purposes other than treatment, payment or health care operations, excludes disclosures made to you or disclosures otherwise authorized by you, and is subject to other restrictions and limitations.

E. Right to Request Amendment: You have the right to request that I amend your health information. Your request must be in writing, and it must explain why the information should be amended. I may deny your request under certain circumstances.

F. Right to Obtain Notice. You have the right to obtain a paper copy of this Notice by submitting a request to the Privacy Officer at any time.

G. Questions and Complaints. If you desire further information about your privacy rights, or are concerned that I have violated your privacy rights, you may contact the **Privacy Officer** Charles D. Matthews, LMFT, at 24 Perimeter Park Dr. #108, Chamblee, GA 30341, tel. (404) 316-6088. You may also file written complaints with the Director, Office for Civil Rights of the U.S. Department of Health and Human Services. I will not retaliate against you if you file a complaint with the Director or myself.

III. EFFECTIVE DATE AND CHANGES TO THIS NOTICE

A. Effective Date. This Notice is effective on April 14, 2003.

B. Changes to this Notice. I may change the terms of this Notice at any time. If I change this Notice, I may make the new notice terms effective for all PHI that I maintain, including any information created or received prior to issuing the new notice. If I change this Notice, I will post the revised notice in the waiting area of my office. You may also obtain any revised notice by contacting the Privacy Officer.

This Form is educational only, does not constitute legal advice, and covers only federal, not state, law.

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CHARLES D. MATTHEWS, LMFT, LPC, CCADC ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES

By my signature below I, _____, acknowledge that I received a copy of the Notice of Privacy Practices for Charles D. Matthews, LMFT, LPC, CCADC.

Signature of client (or personal representative)

Date

If this acknowledgement is signed by a personal representative on behalf of the client, complete the following:

Personal Representative's Name: _____

Relationship to Client: _____

For Office Use Only

I attempted to obtain written acknowledgement of receipt of our Notice of Privacy Practices, but acknowledgement could not be obtained because:

- Individual refused to sign
- Communications barriers prohibited obtaining the acknowledgement
- An emergency situation prevented us from obtaining acknowledgement
- Other (Please Specify):

This form will be retained in your medical record.

This Form is educational only, does not constitute legal advice, and covers only federal, not state, law.