

# Heather R. Harding, LMHC, LLC

Clinical Psychotherapist  
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## Psychotherapy Description:

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 next meeting. When you sign this document, it will represent an agreement between us.

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and client, and the particular problems you hope to address. There are many different methods I may use to deal with those problems. Psychotherapy 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.

Psychotherapy can have benefits and risks. Because 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 as to what you will experience. I do not treat nervous and mental disorders. My overall goal is to assist you in learning more about yourself so that you can make better decisions as a couple and lead a healthier and more productive relationship. The emphasis is on understanding the couple better.

Our first few sessions will involve an evaluation of the couples' needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and an outline to follow if you decide to continue with therapy. You should evaluate this information as a couple along with your own opinions about whether you feel comfortable working with me. At the end of the evaluation, I will notify you if I believe that I am not the right therapist for you and, if so, I will give you a referral to another practitioner whom I believe might be better suited to help you.

*Therapy involves a large commitment of time, money, and energy, so you should be very careful 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.*

## MEDICATIONS:

I will ask you to write down all the medications you are on since some medications affect cognitive and emotional functioning. However, I am not an expert in pharmaceuticals and therefore will not be monitoring your medications. I recommend that you review all your medications on a regular basis with your family internist and any psychotropic medications with your psychiatrist, also on a regular basis.

## MEETINGS

I normally conduct an 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 personal goals. If we agree to begin psychotherapy we will determine the frequency of office visits. This would be a

minimum of once per week and depending on your goals and needs, it may be more frequent as to two times per week. We will discuss this together and come to some decision. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 3 business days advance notice of cancellation. If you do have to cancel for any reason and, if it is possible, I will try to find another time to reschedule the appointment that week. If we cannot find an agreeable time you are still responsible for that missed session fee of \$225.

#### PROFESSIONAL FEES

My regular 60 minute session fee is \$225. If we meet more than the usual time, I will charge accordingly. In addition to weekly appointments, I charge this same hourly rate for other professional services you may need, though I will prorate the hourly cost if I work for periods of less than one hour. Other professional services include report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, preparation of treatment summaries, and the time spent performing any other service you may request of me. Fees are raised on a routine basis (usually every 2 years) to meet the increase in inflation.

#### LEGAL PROCEEDINGS:

I do not become involved in any legal proceedings such as divorce hearings or custody hearings, disability determinations or employment disputes. For legal proceedings you are better served by a Forensic Psychologist, a mediator, or a parent coordinator.

When a family is in conflict, particularly conflict due to parental separation or divorce, it is very difficult for everyone, particularly for children. You agree that in any child custody/visitation proceedings or divorce proceedings, neither of you will seek to subpoena my records or ask me to testify in court, whether in person or by affidavit, or to provide letters or documentation expressing my opinion about marital issues, parental fitness or custody/visitation arrangements.

Please note that your agreement may not prevent a judge from requiring my testimony, even though I will not do so unless legally compelled. If I am required to testify, I am ethically bound not to give my opinion about either parent's custody, visitation suitability, or fitness. If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator, I will provide information as needed, if appropriate releases are signed or a court order is provided, but I will not make any recommendation about the final decision(s). Furthermore, if I am forced to appear as a witness or to otherwise perform work related to any legal matter, the party responsible for my participation agrees to reimburse me at the rate of \$300 per hour for time spent traveling, speaking with attorneys, reviewing and preparing documents, testifying, being in attendance, and any other case-related costs. Again, this would be better served by a Forensic Psychologist, which I am not.

#### BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise. I do not participate in any insurance panels and suggest that you consider not using insurance for mental health issues. Please see a separate handout for my rationale for this policy. However, on an individual basis I can discuss providing an invoice to you if you decide to submit an insurance claim. Payment schedules for other professional services will be agreed to when such services are requested. In circumstances of unusual financial hardship, I may or may not be willing to negotiate a fee adjustment or payment installment plan.

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 will release regarding a client

is his/her name, the dates, times, and nature of services provided, and the amount due. You are agreeing to this by signing this document.

#### CONTACTING ME

I am not immediately available by telephone. Though I am usually in my office between [9 AM and 7 PM], I will not answer the phone directly. My telephone is answered by voice mail. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. For communication between sessions, I only use email communication and text messaging with your permission and only for administrative purposes unless we have made another agreement. This means that email exchanges and text messages with my office should be limited to administrative matters. This includes things like setting and changing appointments, billing matters, and other related issues. You should be aware that I cannot guarantee the confidentiality of any information communicated by email or text. Therefore, I will not discuss any clinical information by email or text and request that you do not either. Also, I do not regularly check my email or texts, nor do I respond immediately, so these methods should not be used if there is urgency.

If you are unable to reach me and feel that you cannot wait for me to return your call, call 911, contact your family physician or the nearest emergency room and ask for the psychologist [psychiatrist] on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary. *ALSO PLEASE SEE MY FORM ABOUT INFORMED CONSENT FOR ELECTRONIC COMMUNICATION POLICY.*

#### CONFIDENTIALITY (for adult clients; see a separate form for children)

In general, the privacy of all communications between a client and a psychologist is protected by law, and I can only release information about our work to others with your written permission. But there are a few exceptions.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some legal proceedings, a judge may order my testimony if he/she determines that the issues demand it, and I must comply with that court order.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a client's treatment. For example, if I believe that a child [elderly person or disabled person] is being abused or has been abused, I must make a report to the appropriate state agency.

If I believe that a client is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. If the 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. If a similar situation occurs in the course of our work together, I will attempt to fully discuss it with you before taking any action.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The consultant is also legally bound to keep the information confidential. Ordinarily, I will not tell you about these consultations unless I believe that it is important to our work together.

Although this written summary of exceptions to confidentiality is intended to inform you about potential issues that could arise, it is important that we discuss any questions or concerns that you may have at our next meeting. I will be happy to discuss these issues with you and provide clarification when

possible. However, if you need specific clarification or advice I am unable to provide, formal legal advice may be needed, as the laws governing confidentiality are quite complex and I am not an attorney. [If you request, I will provide you with relevant portions or summaries of the state laws regarding these issues.]

Your Responsibilities: Being in therapy is a serious process and it is important you take it seriously by preserving and protecting our time each week, being on time for our meetings, being truthful, being thoughtful during and between sessions and by bringing up any concerns you have about the process at any time. You can say anything you want in therapy. You may not hurt me, my objects or yourself physically.

When it seems like you are ready or want to stop therapy you are free to do so at any time. However, it would be helpful for you and I to have a series of conversations about this over a number of sessions. If at any time I think you should stop or change therapy direction, I will bring it up for discussion.

Therapy is a journey of self discovery. I look forward to taking your journey with you....

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

Client's SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

# Heather R. Harding, LMHC, LLC

Clinical Psychotherapist

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## INFORMED CONSENT FOR TELEPSYCHOLOGY

This Informed Consent for Telepsychology contains important information focusing on doing psychotherapy using the phone or the Internet. Please read this carefully, and let me know if you have any questions. When you sign this document, it will represent an agreement between us.

### Benefits and Risks of Telepsychology

Telepsychology refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of telepsychology is that the client and clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or clinician moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and takes less time. Telepsychology, however, requires technical competence on both our parts to be helpful. Although there are benefits of telepsychology, there are some differences between in-person psychotherapy and telepsychology, as well as some risks. For example:

- Risks to confidentiality. Because telepsychology sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. On my end I will take reasonable steps to ensure your privacy. But it is important for you to make sure you find a private place for our session where you will not be interrupted. It is also important for you to protect the privacy of our session on your cell phone or other device. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation. You should not be in a public place. You should not be operating a motor vehicle. You agreed to not record your sessions without my consent. If we are doing regular phone or video conferencing it would be helpful to purchase a high quality pair of headphones.

- Issues related to technology. There are many ways that technology issues might impact telepsychology. For example, technology may stop working during a session, other people might be able to get access to our private conversation, or stored data could be accessed by unauthorized people or companies.

- Crisis management and intervention. Usually, I will not engage in telepsychology with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in telepsychology, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our telepsychology work.

- Efficacy. Most research shows that telepsychology is about as effective as in-person psychotherapy. However, some therapists believe that something is lost by not being in the same room. For example, there is debate about a therapist's ability to fully understand non-verbal information when working remotely.

### Electronic Communications

We will decide together which kind of telepsychology service to use and under what circumstances. For example, being “too busy” to drive to your session is not a qualified reason; your babysitter cancelling at the last moment might be a good reason.

You may have to have certain computer or cell phone systems to use telepsychology services. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in telepsychology.

For communication between sessions, I only use email communication and text messaging with your permission and only for administrative purposes unless we have made another agreement. This means that email exchanges and text messages with my office should be limited to administrative matters. This includes things like setting and changing appointments, billing matters, and other related issues. You should be aware that I cannot guarantee the confidentiality of any information communicated by email or text. Therefore, I will not discuss any clinical information by email or text and strongly request that you do not either. Also, I do not regularly check my email or texts, nor do I respond immediately, so these methods should not be used if there is urgency.

Research demonstrates that treatment is most effective when clinical discussions occur at your regularly scheduled sessions. But if an urgent issue arises, you should feel free to attempt to reach me by phone, voicemail and text message. I will try to return your call within 24 hours except on weekends and holidays. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. My practice is not set up to see clients who are in constant crisis and need crisis intervention.

If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact in my absence if necessary.

### Confidentiality

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our telepsychology. However, the nature of electronic communications technologies is such that I cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications. I will try to use updated encryption methods, firewalls, and back-up systems to help keep your information private, but there is a risk that our electronic communications may be compromised, unsecured, or accessed by others. You should also take reasonable steps to ensure the security of our communications (for example, only using secure networks for telepsychology sessions and having passwords to protect the device you use for telepsychology).

The extent of confidentiality and the exceptions to confidentiality that I outlined in my Informed Consent still apply in telepsychology. Please let me know if you have any questions about exceptions to confidentiality.

### Appropriateness of Telepsychology

If your therapy is usually at a distance due to geographical constraints, from time to time we will schedule in-person sessions to “check-in” with one another. I will let you know if I decide that telepsychology is no longer the most appropriate form of treatment for you. We will discuss options of engaging in in-person counseling or referrals to another professional in your location who can provide appropriate services.

### Emergencies and Technology

If you are feeling uncontrollable and like you are in crisis, we need to have a temporary plan which should include things such as: how crisis/emergency situations will be addressed (local resources, hotlines, trusted people identified by the client, etc.); how to confirm client's location; how to deal with technology failures during sessions and in crisis situations; how to deal with billing in the event of technology failures; and similar considerations. If you are experiencing these feelings before we start our work together it would be a contra indication for telephone or video conferencing and I would refer you to a therapist in your geographic area.

Assessing and evaluating threats and other emergencies can be more difficult when conducting telepsychology than in traditional in-person therapy. To address some of these difficulties, we will create an emergency plan before engaging in telepsychology services. I will ask you to identify an emergency contact person who is near your location and who I will contact in the event of a crisis or emergency to assist in addressing the situation. I will ask that you sign a separate authorization form allowing me to contact your emergency contact person as needed during such a crisis or emergency.

If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call me back; instead, call 911, [include any local hotlines or other resources], or go to your nearest emergency room. Call me back after you have called or obtained emergency services.

If the session is interrupted and you are not having an emergency, disconnect from the session and immediately re-contact you via the telepsychology platform on which we agreed to conduct therapy.

If there is a technological failure and we are unable to resume the connection, you will only be charged the prorated amount of actual session time.

### Fees

The same fee rates will apply for telepsychology as apply for in-person psychotherapy.

### Records

The telepsychology sessions shall not be recorded in any way by either of us unless agreed to in writing by mutual consent.

### Informed Consent

This agreement is intended as a supplement to the general informed consent that we agreed to at the outset of our clinical work together and does not amend any of the terms of that agreement. Your signature below indicates agreement with its terms and conditions.

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Client \_\_\_\_\_ Date \_\_\_\_\_

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Therapist \_\_\_\_\_ Date \_\_\_\_\_

# Heather R. Harding, LMHC, LLC

Clinical Psychotherapist

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## ***INFORMED CONSENT FOR ELECTRONIC COMMUNICATION POLICY.***

### THE AGE OF THE INTERNET

In order to maintain clarity regarding our use of electronic modes of communication during your treatment, I have prepared the following policy. This is because the use of various types of electronic communications is common in our society, and many individuals believe this is the preferred method of communication with others, whether their relationships are social or professional. Many of these common modes of communication, however, put your privacy at risk and can be inconsistent with the law and with the standards of my profession. Consequently, this policy has been prepared to assure the security and confidentiality of your therapy and to assure that it is consistent with ethics and the law.

If you have any questions about this policy, please feel free to discuss this with me.

### Email Communications

I use email communication and text messaging only with your permission and only for administrative purposes unless we have made another agreement. That means that email exchanges and text messages with my office should be limited to things like setting and changing appointments, billing matters and other related issues. Please do not email me about clinical matters because email is not a secure way to contact me. If you need to discuss a clinical matter with me, please feel free to call me so we can discuss it on the phone or wait so we can discuss it during your therapy session. The telephone or face-to-face context simply is much more secure as a mode of communication.

### Text Messaging

Because text messaging is a very unsecure and impersonal mode of communication, I do not text message to nor do I respond to text messages from anyone in therapy with me except for administrative issues such as meeting times. So, please **do not text** message me unless we have made other arrangements.

### Social Media

I do not communicate with, or contact, any of my clients through social media platforms like LinkedIn, Instagram, Twitter and Facebook. In addition, if I discover that I have accidentally established an online relationship with you, I will cancel that relationship. This is because these types of casual social contacts can create significant security risks for you.

I participate on various social networks, but not in my professional capacity. If you have an online presence, there is a possibility that you may encounter me by accident. If that occurs, please discuss it with me during our time together. I believe that any communications with clients online have a high potential to compromise the professional relationship. In addition, please do not try to contact me in this way. I will not respond and will terminate any online contact no matter how accidental.



### Websites

I have a website in development with a blog that you are free to access. I use it for professional reasons to provide information to others about me and my practice. You are welcome to access and review the information that I have on my website and, if you have questions about it, we should discuss this during your therapy sessions.

### Web Searches

I will not use web searches to gather information about you without your permission. I believe that this violates your privacy rights; however, I understand that you might choose to gather information about me in this way. I would prefer that if you have questions about me you ask me them in session so we can explore the meaning of your desires. In this day and age there is an incredible amount of information available about individuals on the internet, much of which may actually be known to that person and some of which may be inaccurate or unknown. If you encounter any information about me through web searches, or in any other fashion for that matter, do not consider that it is accurate. If you come across material about me please discuss this with me during our time together so that we can deal with it and its potential impact on your treatment.

### Ratings:

Recently it has become fashionable for clients to review their health care provider on various websites. Unfortunately, mental health professionals cannot respond to such comments and related errors or outright lies because of confidentiality restrictions. If you encounter such reviews of me or any professional with whom you are working, please share it with me so we can discuss it and its potential impact on your therapy. Please do not rate my work with you while we are in treatment together on any of these websites. This is because it has a significant potential to damage our ability to work together.

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Client \_\_\_\_\_ Date \_\_\_\_\_

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Therapist \_\_\_\_\_ Date \_\_\_\_\_

# Heather R. Harding, LMHC, LLC

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## AGREEMENT FOR COLLATERALS (ver:2019)

### INTRODUCTION

I want to thank you for accepting the invitation to assist in \_\_\_\_\_ therapeutic process. Your participation is important and we appreciate you coming in. This document is to inform you about the risks, rights and responsibilities of your participation as a collateral participant.

### WHO IS A COLLATERAL?

A Collateral is usually a spouse, parent, family member, or friend, who participates in therapy to assist the individual in therapy. The **collateral is not considered to be a client** and is not the subject of the work. Psychologists have certain legal and ethical responsibilities to clients, and the privacy of the relationship is given legal protection. My primary responsibility is to the client and I must place their interests first. You also do not have privacy protection under the laws of Florida.

### THE ROLE OF COLLATERALS IN THERAPY

The role of a collateral will vary greatly. For example, a collateral might attend only one session, usually with the client to provide information to the therapist and never attend another session. In another case a collateral might attend many of the client's therapy sessions and his/her relationship with the client may be a focus of the treatment. We will discuss your specific role in the treatment at our first meeting and other appropriate times.

### BENEFITS AND RISKS

Psychotherapy often engenders intense emotional experiences, and your participation may engender strong anxiety or emotional distress. It may also expose or create tension in your relationship with the client. While your participation can result in better understanding of the client or an improved relationship, or may even help in your own growth and development, there is no guarantee that this will be the case. Psychotherapy is a positive experience for many, but it is not helpful to all people.

### RECORDS

No record will be maintained on you in your role as a collateral. Notes about you may be entered into the identified client's record. The client has a right to access the material contained therein. It is sometimes possible to maintain the privacy of our communications. If that is your wish, we should discuss it before any information is communicated. You have no right to access any written material. You will not carry a diagnosis, and there is no individualized plan for you.

### FEES and CONSENT

As a collateral you are not responsible for paying for my professional services unless you are financially responsible for the client or have agreed to fund part or all of their therapy. If you are financially responsible for the fee for the identified client and that client is a legally functioning adult, you still do

**not** have access to information about the identified client without their informed consent and with the understanding that the client not under family duress to sign an informed consent.

#### CONFIDENTIALITY

The confidentiality of information about the client, including the information that you provide me, is protected by both federal and state law. It can only be released if the identified client specifically authorizes me to do so. There are some exceptions to this general rule:

- If I suspect you are abusing or neglecting a child or a vulnerable adult, I am required to file a report with the appropriate agency.
- If I believe that you are a danger to yourself (suicidal) I will take actions to protect your life even if I must reveal your identity to do so.
- If you threaten serious bodily harm to another I will take necessary actions to protect that person even if I must reveal your identity to do so.
- If you, or the client, is involved in a lawsuit, and a court requires that I submit information or testify, I must comply
- If an agent of Homeland Security is investigations you or the client. If this is the case under the Homeland Security Act, I am enjoined by law to not reveal to you or the client that you or they are under investigation.

Your responsibility: You are expected to maintain the confidentiality of the identified client (your spouse, friend, or child) in your role as a collateral.

You are not given confidentially in relationship to the client. If you contact me in any form (phone, letter, email, text etc.) when the client is not present, I will inform the client of the contact and a summary of what you said.

#### DO COLLATERALS EVER BECOME A FORMAL CLIENT?

Collaterals may discuss their own problems in therapy, especially problems that interact with issues of the identified client. The therapist may recommend formal therapy for a collateral. These are some examples of when this might occur.

- It becomes evident that a collateral is in need of mental health services. In this circumstance the collateral needs to have a therapist
- Parents, being seen as collaterals as their child is being treated, need couples therapy to improve their relationship so they can function effectively as parents.

Most often, but not always, I will refer you to another clinician for treatment in these situations. An exception to this is when a family therapy approach can be effectively and ethically used to see members of the family, or each of the couple.

#### RELEASE OF INFORMATION

The identified client is not required to sign an authorization to release information to the collateral when a collateral participates in therapy since the presence of the collateral with the presence of the client is adequate. This provides assurance that full consent has been given to the clinician for the client's confidential information to be discussed with the collateral in therapy. However an Authorization Form is necessary to speak with a collateral and divulge information when the client is not

or has not been present. This is also helpful on those occasions when receiving a telephone call from a collateral or when the clinician calls a collateral for one reason or another. In most instances the clinician cannot take a call from a collateral without an Authorization Form unless it is an emergency. Again the contents of any contact with a collateral will be shared with the client.

#### PARENTS AS COLLATERALS with Minor (16 and under)

Clinicians specializing in the treatment of minor children (16 and under) have long recognized the need to treat children in the context of their family. Participation of parents, siblings, and sometimes extended family members, is common and often recommended. Parents in particular have more rights and responsibilities in their role as a collateral than in other treatment situations where the identified client is not a minor.

➤ In treatment involving children and their parents, access to information is an important and sometimes contentious topic. Particularly for older children, trust and privacy are crucial to treatment success. But parents also need to know certain information about the treatment. For this reason, we need to discuss and agree about what information will be shared and what information will remain private. I generally require a written contract signed by both you and your child/children concerning access to a child's record and once that contract is made, I will treat it as legally binding, although it sometimes may be overridden by a judge. In general, I believe that parents should be informed about the goals of treatment and how the treatment is going and whether the child comes to his/her appointments. At the end of treatment, I prepare a summary for the parents. In addition, I will always inform you if I think that your child is in danger or if he/she is endangering others. One of our first tasks is to discuss and agree on our shared definition of dangerousness so we are all clear about what will be disclosed.

➤ If you are participating in therapy with your child, you should expect the clinician to request that you examine your own attitudes and behaviors to determine if you can make positive changes that will be of benefit to your child.

#### SUMMARY

If you have questions about therapy, my procedures, or your role in this process, please discuss them with me. Remember that the best way to assure quality and ethical treatment is to keep communication open and direct with your clinician. By signing below you indicate that you have read and understood this document.

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Signature

Date

Signature

Date