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Child Services Agreement Form

**Including informed consent information, treatment agreement for psychological services,
and office policies**

General Description of Services

Psychologists help individuals with emotional, cognitive, and behavioral difficulties that may be related to problematic life events, relationships, and social pressures. Psychological consultation, psychotherapy, and psychoanalysis seek to improve those difficulties as well as aim toward increased personal development. Psychotherapy typically consists of regularly-scheduled sessions to work toward individualized treatment goals. Frequency of sessions and the overall duration of therapy may vary depending on the magnitude of your goals and the amount of time and effort you are able to devote. Keeping your appointments and reflecting in between sessions about the questions raised and interventions made during sessions are important factors for treatment success, as is your ability to be open about your thoughts and feelings, both past and present.

Psychological services have both risks and benefits. Psychotherapy has been shown to have benefits such as improved relationships, reductions in feelings of distress, improved ways of coping and decision-making, and improved confidence. That being said, there are no guarantees of what you will personally experience as a result of therapy. Your therapeutic outcome is based upon our joint effort in working collaboratively toward specific and personalized goals. In the initial consultation and during the first few sessions, you will decide upon your specific therapeutic goals, such as feeling less anxious or depressed, the ability to succeed in work or school, or improved relationships. Often, your goals will change as your therapy progresses and you have started to meet your initial goals. Because psychotherapy involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness and unsettling thoughts that correspond with those feelings. It is often that case that symptoms and problematic patterns of behavior result from trying—consciously or unconsciously—to sweep these things under the rug, and so the goal of symptom relief may, at times, only be attained by facing and working through difficult thoughts and feelings. Overall, research indicates that, although improvement is not a guarantee, individuals who engage in psychotherapy tend to maintain their improvements over time.

If you have questions about my therapeutic approach, please ask as they arise.

Professional Fees

My fee is in line with other psychologists with commensurate training, experience, and education. Initial evaluations for an individual adult cost \$230. Initial evaluations for a child (in which, depending upon the circumstances, one or both parents may be present without the child or one or both parents may be present with the child) and for an adult couple are more complicated, and cost \$250. After the initial evaluation, all weekly sessions are \$195. If we decide that session frequency should be more than once a week, then in cases of demonstrated financial need the cost of sessions can be based on a sliding scale. I reserve the right to raise my fees as often as annually and up to 10% at a time, although I may not always choose to do so.

How long are sessions and how frequently will we meet?

For individual adults, the initial evaluation is 55 minutes in length, and it is at this first meeting that we will determine your specific practical and treatment needs that affect how often you will engage in treatment.

For couples seeking counseling, the initial evaluation is 75 minutes in length.

For child patients (ages 12-17), we will decide in an initial brief phone consultation if for the first in-person consultation one or both parents will be present without the child or if one or both parents will be present with the child. The initial evaluation is 75 minutes in length.

With beginning patients, I hold sessions at a minimum once a week. Individuals and couples who choose to pursue once-a-week sessions can subsequently expect session duration to be between 45 and 50 minutes. Instead of ending a session at the dot of 45 minutes past the hour, I use the end of a session as an intervention—ending upon an important note of reflection so that you can focus on that issue in between sessions.

Higher frequency sessions tend to accelerate progress and achieve greater depth of self-awareness. Individuals who pursue sessions two or more times a week may choose to have more variation in session duration depending upon their treatment needs.

How can I make a payment?

Payment is due at the beginning of each session, and can be in the form of cash, check, or Zelle QuickPay. In extenuating circumstances I also accept payment via Paypal.

I provide invoices for each unit of service rendered with all necessary information for you to file a claim and receive reimbursement from your insurance company if you have out-of-network benefits you would like to utilize. Unless you request otherwise, I will provide you with a receipt at the end of each month.

Health Savings Accounts and Flexible Spending Accounts

If you have a Health Savings Account (HSA) or a Flexible Spending Account (FSA), you are generally able to pay for therapy, consultation, and psychological assessment services from such accounts using a check. In effect, this makes those services tax-deductible. Please check your specific HSA or FSA to see if any restrictions apply.

Cancellation and Missed Appointment Policy

Because I set aside a specified time for patients, I ask to be compensated for the full cost of a session if a scheduled appointment is missed or cancelled with less than 24-hours' notice given. Hazardous road conditions severe enough to cause school closures would be a clear exception to this policy. This policy is also in place because a) regular sessions are necessary for psychotherapy to be effective and b) at least 24-hours' notice of a cancellation gives me some time to notify others who may want your time slot which gives them the ability to rearrange their schedules. This is standard practice for psychologists.

I Do Not Accept Insurance

I do not accept insurance for payment for psychotherapy services, but you may be able to use health savings account funds and out-of-network benefits to help cover the cost. Ideally, psychotherapy takes place between a psychotherapist and a patient without the intrusion of any outside party such as an insurance company. This allows for the greatest flexibility and privacy and leaves the treatment decisions up to the patient and the therapist.

- Confidentiality or privacy is compromised when filing claims with an insurance because

a third party is involved in your treatment. Insurance companies often demand highly detailed information about your diagnosis, symptoms, level of functioning, and progress in treatment in order to determine whether or not they will reimburse the provider.

- Insurance companies can and do dictate when and how treatment should take place, including when therapy should end, regardless of the opinions or expertise of the patient or psychotherapist. Instead, by not being an in-network provider with an insurance company, we are able to work together to determine the course of treatment which will be most helpful to you, rather than leaving that up to a representative from the insurance company.

If you feel the use of insurance is a necessity for you, I would be considered an "out-of-network" provider. You would pay me directly and submit claims on your behalf for reimbursement (please check with your insurance company for your specific out-of-network coverage and their guidelines for submitting claims). I will provide you with documentation containing all the required information for you to submit your claim directly to your insurance company.

Phone, Email and Texting Communication Policy

My office hours vary and I am often not immediately available by telephone. Confidential voice messages may be left for me at 469-426-4632. I routinely return calls within 12-24 hours during regular business hours (that is, between 8:00am and 6:00pm) Monday through Friday. I do not charge for phone calls unless the phone conversation lasts more than 10 minutes, in which case the charge is pro-rated at my hourly billing rate.

Since due to the nature of email and texting communications, we cannot ensure its confidentiality, please restrict all emails and texts to exchanging information about session scheduling and billing.

If you are undergoing a psychological emergency, please note that I do not provide emergency services. Please call 911 or go to your nearest psychiatric emergency room. If you are suicidal you can call the Dallas Suicide and Crisis Center (214) 828-1000 or the Suicide Prevention Lifeline 1-800-273-TALK (8255).

Confidentiality

As a patient, your relationship with me is a professional one. I do not share personal information about myself because it may restrict your ability to say everything that is on your mind and have a successful treatment outcome.

If we happen to encounter each other outside of my office, I will not acknowledge or address you unless you first address me. This allows you to be in charge of your confidentiality most fully, since I will have no way of knowing whether my greeting you would cause you to be uncomfortable in a given situation. For example, you may be with a friend and prefer not to have to answer the question of who I am. I am happy to return a friendly greeting, but only if you first take the initiative to do so.

The law protects the privacy of all communications between a patient and a clinical psychologist. In most situations, I can only release information about your treatment to others if you sign a written authorization form. For example, you may wish for me to collaborate with your psychiatrist in your treatment and decide to sign an authorization form for us to do so.

For other situations, described below, you need only sign this consent in advance:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. When I consult with other professionals, I take significant efforts to avoid revealing your identity. Similarly, the other professionals are legally bound to keep the

information confidential. Unless you prefer otherwise, I will not tell you if I decide to consult with another professional on your case. Consulting with other professionals is considered a typical way to meet best practice standards in providing psychological services.

- If a patient seriously threatens to harm her- or himself, I may be obligated to seek hospitalization for her or him or to contact family members or others who can help provide protection. Texas law stipulates that a professional may disclose confidential information only to medical or law enforcement personnel if the professional determines that there is a probability of imminent physical injury by the patient to the patient or others, or there is a probability of immediate mental or emotional injury to the patient.

Furthermore, the following are some situations where I am permitted or required to disclose information without either your consent or authorization:

- If you are involved in a legal proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the law covering psychologist-patient privilege. I cannot provide any information without your (or your legal representative's) written authorization, or a court order. 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. Because you cannot be certain what the judge or opposing counsel will do with your protected health information, disclosing information about your treatment in a legal matter may cause harm to you, your legal case, or our therapeutic relationship. In fact, in some instances it may be necessary for me to terminate our therapeutic relationship in order for me to prevent harm to you; I will provide the appropriate referrals if the situation warrants it.
- If a government agency is requesting the information for health oversight purposes, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim, I must, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought.

Finally, there are some situations in which I am legally obligated to take actions that I believe are necessary to attempt to protect others from harm, and in so doing I may have to reveal some information about a patient's treatment. These situations are unusual occurrences in my practice.

- If I have cause to believe that a child under 18 has been or may be abused or neglected (including physical injury, substantial threat of harm, mental or emotional injury, or any kind of sexual contact or conduct), or that a child is a victim of a sexual offense, or that an elderly or disabled person is in a state of abuse, neglect or exploitation, the law requires that I make a report to the appropriate governmental agency, usually the Department of Protective and Regulatory Services. Once such report is filed, I may be required to provide additional information.
- If I determine that there is a probability that the patient will inflict imminent physical injury on another person or that the patient will inflict imminent physical, mental or emotional harm upon her- or himself or others, I may be required to take protective action by disclosing information to medical or law enforcement personnel or by securing hospitalization of the patient. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

Please let me know if you have further questions and concerns about the Texas state laws regarding confidentiality and the exceptions to confidentiality in psychological services.

Further Policy on Legal Proceedings

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (including but not limited to divorce and custody disputes, injuries, lawsuits, depositions etc.), neither you, your attorneys or anyone acting on your behalf will subpoena records from my office, or subpoena me to testify in court or in any legal proceeding. By your signature below, you agree to abide by this agreement. If I am subpoenaed to provide records or testimony in violation of this agreement, you acknowledge and agree you will pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. If you become involved in any legal matter that requires my services, there is a fee of \$400 per hour and this includes preparation time, travel time and attendance at any legal proceeding. I also reserve the right to terminate our professional, therapeutic relationship immediately and refer you to other mental health providers.

Professional Records

In accordance with HIPAA, Texas state law and Texas State Board of Examiners of Psychologists rules, I keep protected health information about you in your clinical record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and others, you may examine and/or receive a copy of your clinical record if you request it in writing. You should be aware that pursuant to Texas law, psychological test data are not part of a patient's record. Because these are professional records, untrained readers can misinterpret the data. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I charge a prorated fee of \$195 per hour for my time and materials spent in providing a copy of your records.

Your Rights

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that I 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 my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures.

Complaints

You have a right to have your complaints heard and resolved in a timely manner. Please inform me directly and as soon as possible when you have a complaint or concern about your treatment. I will make every effort to resolve the complaint or make an appropriate referral if the situation warrants it. If we cannot work things out to your satisfaction you may file a complaint with the Texas State Board of Examiners of Psychologists (800-821-3205).

Minors and Parents

When working with minors, in most cases I find it important to hold the initial consultation with both parents present—either with or without the child present for all or part of the consultation. (The best course of action will be decided upon during a brief phone consultation.) Parents have important perspectives on what is going on with their child as well as information on developmental history that will help me shape my treatment toward the individual child. That being said, because privacy is crucial to the psychotherapy process and the child’s trust in me, I will only provide parents with general information about their child’s therapy progress and attendance; otherwise, unless I believe the child is in danger or is a danger to someone else—in which case I will notify the parents of my concern—I will require the child’s authorization to share details of her or his treatment with parents. Of course, the parents and the minor in collaboration with myself may decide there are times when the parents can attend part of a session in order to discuss an important treatment matter. If one caregiver has custody of the minor then documentation identifying the managing conservator will be required before treatment begins.

Couples

When working with a couple, I consider the relationship between the individuals to be my patient. As such, sessions will only be conducted with both individuals present. If one member of the couple is unable to attend the session it will need to be rescheduled. If only one member of the couple shows up for the session, I will not hold a session with just one part of the couple, and it will be considered a missed session such that payment will be expected in full except in cases of emergency. It should be noticed that confidentiality applies to the couple; for example, if one person leaves me a voice message telling me something about the other person, the other person should be made aware of the contents of the voice message. Furthermore, it is a conflict of interest for me to see one member of the couple for individual therapy while conducting couples’ therapy.

Treatment Approach

My approach to treatment is psychoanalytic and existential. This means that *I work not only to help individuals experience relief from debilitating symptoms and current life problems, but also to help them work through the underlying causes of those symptoms*. Psychoanalytic psychotherapy has been demonstrated by research to be effective¹, and it can help resolve a large variety of problems.

Some people may suffer from depression or anxiety. Some may experience eating and body image disturbances or substance abuse. Others may suffer from low self-confidence in relationships or at work. Still others notice persistent personality traits or patterns of behavior that interfere in their relationships. Some feel as though they do not know who they are, let alone what they want or how to get fulfillment in life. Others feel inhibited in pursuing what they want or may suffer from procrastination.

Some individuals find their way to my practice after they have tried forms of therapy that teach them ways of ignoring or minimizing their symptoms. For example, someone suffering from panic attacks may have been taught relaxation or breathing exercises to reduce the intensity of their anxiety. If these exercises were effective at all, they typically only lessened the individual’s panic instead of eliminating the panic attacks themselves. In my approach, I aim to reduce the occurrences of the symptoms themselves—rather than simply making them less bothersome—by investigating the underlying causes of such symptoms. Oftentimes, psychological symptoms seem on the surface to be meaningless or excessive responses to something troubling in the person’s environment. Using

¹ See, for example, Shedler, J. (2010). The efficacy of psychodynamic psychotherapy. *American Psychologist*, 65, 98-109.

techniques from my method of practice, *I help the individual make sense out of the symptom and work through the deeper conflict of which the symptom is only a manifestation.* As such, my approach is tailored to an individual's unique needs.

What is more, my approach also helps individuals increase their understandings of their unique identity by exploring the constitutional and environmental factors that have shaped them. I guide individuals in facing and understanding the thoughts and feelings they have swept under the rug and discovering dimensions of themselves that have previously been beyond their awareness. Through the process of psychotherapy, I help people come to new understandings about themselves and find different perspectives on their troubling life situations. In turn, these understandings help people make significant improvements in their lives.

Within this framework, I practice two types of treatment: psychotherapy and psychoanalysis. Since my overall treatment approach is psychoanalytic, the most meaningful differences between the two are those of frequency and duration. Those engaged in psychotherapy attend sessions once or twice weekly for varying lengths of time, and sessions are face-to-face. Those engaged in psychoanalysis attend sessions two to four times a week and are committed to working through longstanding problems and achieving their full potential. Psychoanalysis therefore can take years until completion, but those who have undergone it often report it was a life-altering experience well worth the investment in time and money. After the work is well underway (typically six months to a year), in certain instances an individual may decide to continue her or his work lying on the couch facing away from the analyst, who sits behind. This seating arrangement functions to deepen the individual's ability to put into words things that may be harder to say when sitting face-to-face. I work actively with my patients to achieve their therapeutic goals. I encourage them to speak freely with me about their thoughts and feelings about their progression in psychotherapy.

Informed Consent and Agreement

Please acknowledge your understanding by initialing each item below:

_____ I have read the document “Services Agreement,” above, and am in agreement and understanding with the policies outlined therein. I understand I can ask questions of clarification at any point during treatment.

_____ I agree to pay the fee for each session at the time of the appointment. Individual sessions are \$195, and an initial evaluation is \$230 for individuals and \$250 for couples and children. This is payable by cash, check, or Zelle QuickPay at the start of the session. If you engage in more than one session per week, payment may be made at the start of the last session of the week.

_____ I agree to pay the full cost of a session if I miss a scheduled appointment or cancel with less than 24 hours’ notice given to Dr. Swales. The reason for this is that by scheduling an appointment, I am reserving a time in Dr. Swales’ schedule that cannot be given to anyone else. Hazardous road conditions severe enough to cause school closures would be a clear exception to this policy.

_____ I understand the guidelines of confidentiality and the limits to confidentiality.

_____ I understand I should contact 911 or go to my nearest emergency room in case of emergency.

_____ I understand Dr. Swales' policy regarding legal/forensics involvement. I acknowledge I will be responsible for any forensic fees (\$400/hour) if Dr. Swales is subpoenaed to court (unless another party has agreed to payment).

_____ If I choose to terminate treatment for my child, I agree to attend one final session in order to discuss the issues surrounding my or my child’s desire to end. Also, this allows Dr. Swales to review the patient’s progress in treatment, make suggestions for continuing the patient’s therapeutic work, and to provide any referrals, if warranted.

I understand that after therapy begins I have the right to withdraw my consent to treatment at any time, for any reason. However, I will make every effort to discuss my concerns about my progress with Dr. Swales before ending treatment.

I hereby give my consent for my child to enter into psychotherapy with Stephanie Swales, Ph.D.

Parent’s Signature

Date

Parent’s Printed Name

Child’s/Patient’s Initials