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Office Policies and Therapy Contract

Practice Policies and Procedures:

Welcome and thank you for trusting me to support your family. This document contains important information about my professional services and business policies. Please read these policies prior to your intake appointment, make sure you understand the information provided about your therapy and ask any questions that you have during the intake process, and then sign/date the bottom. These guidelines will be made available to you to review and keep for your records.

Sessions:

Following the initial phone consultation, an initial 75-minute intake evaluation with the child/adolescent client's parents/legal guardians will be conducted. For child/adolescent clients, a second 50-minute intake evaluation will be scheduled to meet with the child.

Following the intake session/s, therapy sessions will be scheduled once a week for 50 minutes with a given time considered "blocked" or scheduled weekly for you for the duration of their therapy. Fees for missed appointments are not covered/reimbursed by insurance.

Fees:

The fee for an initial intake session is \$250.00, with session lasting a duration of 75 minutes. This fee also includes phone calls to teachers or other service providers, as well as completion and interpretation of a behavioral questionnaire. The fee for future sessions is \$170.00 per visit, with a standard session length of 50 minutes. This includes individual visits with the child, child-parent visits, or parental guidance sessions. Should we decide to meet for a longer session, the charge will be prorated based on the rate of \$170 per hour.

Because I do not participate directly in any insurance plans, you are responsible for payment in full of all fees at the end of the session, or at the time service is provided, by check. You will receive a receipt on a monthly basis, which you may then submit to your insurance provider in order to be reimbursed if you have out-of network mental health benefits.

In addition to weekly appointments, other professional services you may request will be charged at the rate of \$170 per hour. These services can be broken down into partial hourly rates, but may not be covered/reimbursed by insurance. Other services include report writing, telephone conversations and consultation (at your request) with other professionals, agencies, or teachers/schools, preparation of records or treatment summaries, and time spent performing any other service requested. Below, please find services that are commonly requested in addition to weekly therapy sessions. *Fees for sessions and additional services may increase periodically, with 3 months notice provided.*

- School Visits – Billing will include the observation period in addition to travel time at a rate of \$170 per hour.
- Phone Consultations – Any phone conversations held with parents or other professionals for 15 minutes or more will be charged at the rate of \$170 per hour.
- Written Reports or Letters – Fee for these services will be based on the requirements of the document and time necessary to complete. These fees will be discussed on a case-by-case basis.

Cancellation Policy:

A full 24-hours notice is required in order to avoid the full session fee. Should you need to cancel the appointment for any reason (i.e. vacation, sick, emergency), you will be charged the full \$170 session fee. Exceptions are unable to be made, regardless of circumstance, as an open appointment slot is very unlikely to be filled with less than 1 day's notice. Please note that insurance companies do not cover/reimburse for missed appointments. As a result, these charges are the entire responsibility of the client. The therapist will charge missed appointments on the next date of service. In the case of payment for additional services, the client will be informed of the total cost and be charged on their next appointment date. Any overdue bills will be charged 1.5% interest per month. Should the client eventually refuse to pay the debt following all reasonable attempts to resolve the overdue balance, I reserve the right to provide the client's name and amount due to a collection agency. There will be a \$30 charge for the return of a check from the bank.

A Special Note about Treatment Consistency and Afternoon/Evening Appointment Slots:

Once treatment begins, an appointment hour is considered to be scheduled weekly for the duration of therapy, unless other arrangements are discussed. In order for your family to make optimal progress, it is important for sessions to be attended as planned, and on a consistent basis. Please be mindful that afternoon and evening appointment slots are highly sought after due to school and work schedules. While it is understood that events may arise that contribute to both planned and unplanned absences, should cancellations become frequent and treatment attendance become sporadic, the current schedule for your treatment will be discussed with you to determine a plan moving forward. If you currently hold an afternoon or evening slot, you may be asked to change your appointment slot to daytime hours if you are unable to commit to consistent appointments.

Late Arrival to Session:

If you arrive late for a scheduled appointment, only the remainder of the 50 minute session will be available. If I am running late with a prior appointment for some reason, you will still receive the full 50 minutes. I will contact you directly if unable to be in the office for any reason (i.e. weather, illness etc.).

Insurance Reimbursement:

As a solo-practitioner, I do not have the administrative resources to participate in any insurance programs. Participation in insurance programs can also be limiting in terms of treatment, specifying the type and duration of treatment the client receives. It is my goal to work with your family to determine the best course of treatment for your unique needs, and I believe this is a decision that should not be impacted by insurance regulations. I am licensed in Virginia as a Clinical Psychologist, and the client's insurance company may provide partial reimbursement for session fees according to guidelines they have established for out-of-network providers. Most health insurance policies provide some coverage for mental health treatment, and clients will be provided a comprehensive receipt for services, which may be submitted to insurance in order to receive the benefits to which they are entitled. Receipts will be provided via email to the family on a monthly basis through the electronic record keeping system, Theranest. Should you require a different format for receipts (i.e. weekly, hard copy), please let me know so that I can accommodate you.

The client (not the insurance company) is responsible for full payment of all fees at the time of service. It is advised that clients call their insurance plan administrator to ask all questions about coverage. Also, clients should carefully read the section in the insurance coverage booklet that describes mental health services. In most cases, insurance companies require the client to authorize their clinician to provide them with a clinical diagnosis, and in some cases, additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). With the client's consent, this clinical information then becomes part of the insurance company files. Please feel free to indicate how I can best support this process.

Forensic and Litigative Services:

For professional and clinical reasons, I do not participate in court proceedings of any type, unless compelled to do so by court issued subpoena. If the client becomes involved in legal proceedings that require therapist participation, the client will be expected to pay for all of the professional time spent on matters related to court proceedings, including preparation of client records, telephone time in consultation with attorneys or agencies, preparation for and appearance at deposition and court hearings, transportation costs, report writing, and consultation and supervision with other professionals, even if called to testify by another party. Because of the complexity of legal involvement, the therapist charges \$250 per hour for preparation and attendance at any legal proceeding other than in-court testimony. Appearance in court will be billed at \$2,000 per appearance, to be received two weeks in advance.

Contacting Dr. Swanson:

Please contact me at (914) 772-1892 to discuss any clinical matters or to cancel any appointments. Due to being involved in therapy sessions throughout the day, I am often not immediately available by telephone despite. However, if I am unable to be immediately reached, please leave a message on the voicemail indicating the reason for your call, and your call will be returned by the next business day, and in most cases, on that same day (with the exception of holidays and weekends). In order to facilitate contact, please include in your message some times when you will be available.

If you are unable to reach me in the event of a crisis or emergency, please call 911 or go to the nearest emergency room and ask for the psychologist or psychiatrist on call. While every attempt will be made to assist you in the event of a crisis or emergency, due to the nature of private practice, I am not able to provide crisis, on-call services. If unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary. This information will be provided to you in advance of my absence.

Email should be used solely for setting up appointment times, contacting you should you have missed an appointment, or sending forms. Email should not be used for discussion of clinical issues as email communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be easily compromised. Email should not be utilized for urgent communication, and should a more immediate response be required, I should be contacted by phone. You may choose to email me for scheduling or to provide weekly information and/or updates on client activities and functioning with these considerations in mind, and knowing that all written communications will be included in your chart.

Professional Records:

I am required by the laws and standards of the psychology profession to keep treatment records for all clients. You are entitled to receive a copy of your records at your request. Treatment files are professional records that may be misinterpreted by and/or upsetting to untrained readers, and that may be harmful if released in the case of minors. It is for this reason that it will be strongly recommended to clients who make this request, that they receive a treatment summary in lieu of the release of full treatment records. The review of records, if necessary, should be done in collaboration with me so that we may discuss the contents. Clients will be charged an appropriate fee for any professional time spent in responding to information requests.

Minors:

For clients under 18 years of age, the law provides parents the right to examine a minor's treatment records. It is my policy to request that parents are provided only with general information about sessions with minors, as confidentiality and privacy are an important part of the therapeutic process for clients of all ages. If possible and appropriate, before giving parents any specific information disclosed by the minor, I will discuss disclosure and concerns with the child/adolescent and attempt to help the minor to disclose the information with the parents in a family session.

In the case that there is a high risk that the child/adolescent will seriously harm themselves or someone else, parents will be notified of any concerns immediately. I will also provide parents with a summary of the child/adolescent's treatment if requested.

Confidentiality:

In general, the law protects the privacy of all communications between a client and a psychologist, and I can release information about treatment to others only with your written permission. Exceptions include situations in which I am legally obligated to take action to protect others from harm, in which case I may have to reveal some information about a client's treatment. For example, in the case of suspected abuse/neglect of a child, elderly, or disabled person, I am required by law to file a report with the appropriate state agency. If I believe that a client is threatening serious bodily harm to another, I may be 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 or herself, I may be obligated to seek hospitalization for the client or to contact family members or others who can help provide protection. Every effort to fully discuss these mandated disclosure will be made before any actions are taken.

In most legal proceedings, you have the right to prevent me from providing any information about treatment. However, in some proceedings involving child custody and those in which the client's emotional condition is an important issue, a judge may order my testimony if the judge/court determines that the presenting issues demand it.

I may occasionally find it helpful to consult other professionals about a client's treatment in order to best serve the family's needs. During a consultation, I will make every effort to avoid revealing any identifying information, and the consultant is also legally bound to keep the information confidential.

I understand and agree to the above arrangements and have been offered a copy of these guidelines for my files.

Adult Client / or Client's Legal Guardian Signature _____ Date _____

Therapist Signature _____ Date _____

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Office Policies Involving Legal Issues/Treatment of Minors

Joint Custody and Parental Involvement in Child Treatment:

Joint Legal Custody:

In cases where I am asked to treat a child/adolescent from a family in which there is a joint parental legal custody arrangement, certain treatment issues may present themselves. When parents are no longer together, due to separation, divorce, current abuse, incarceration, or unknown whereabouts of a parent, children are often brought in by one parent who has partial physical and medical custody of the child for whom treatment is sought. It is important to note that each case is unique and will require sensitive treatment in order to ensure the mental health needs of the child are met.

In cases of separated families, children are processing family difficulties, which often include conflict between parents and tensions over custody arrangements and caretaking. Due to the difficulties particular to this presenting problem, I will not necessarily involve both parents directly at the outset of treatment as it may make it difficult for the child to feel comfortable and safe opening up as therapy begins. However, the limits to confidentiality outlined in the Office Policies and Therapy Contract form will of course be honored, and parents will be notified immediately should any concern arise about the child's safety.

As I believe child therapy to be universally beneficial, in many cases it may be in the best interest of the child to receive treatment even if the other parent is not directly involved. However, ***it is my policy that both parents must agree to treatment.*** When only one parent presents for treatment with the child, I will ask to contact the other parent to receive consent that the child participates in therapy. It is my goal to include both parents directly at some point over the course of treatment, if this is deemed to be both feasible and advantageous for the child.

In the parent intake session, I will inquire about the child's other parent and the status of the parent-child and parent-parent relationship. It is required that before scheduling the child intake appointment, both parents provide explicit consent to their child's treatment and understand their right to be included in treatment in whatever capacity is most appropriate.

Court Involvement:

If, at any time, there is a custody related court case, it is extremely important that both parents agree NOT to call me as a witness for either party. This is because the safety of the therapeutic relationship with a child is endangered if a child has to worry about if what he or she says in therapy will be revealed in court and used against one of his or her parents. ***For this reason, it would be unethical for me to give any opinion about which parent should have custody or what visitation arrangements would be appropriate if I am compelled to be a witness.*** A judge may insist that I be called as a witness, but I will try to prevent this from happening. If a court appoints a professional to advise about child custody, I will provide information to her or her so that they can make the best possible decision. However, I will not make any recommendations about the final decision.

Should my participation in court be deemed necessary by court issued subpoena, parents will be expected to pay for all of the professional time spent on matters related to the proceedings, including preparation of client records, telephone time in consultation with attorneys or agencies, preparation for an appearance at deposition and court hearings, transportation costs, report writing, and consultation and supervision with other professionals, even if

called to testify by another party. ***Because of the complexity of legal involvement, the charge for any court related service is \$250 per hour for preparation and attendance at any legal proceeding other than in-court testimony. Appearance in court will be billed at \$2,000 per appearance, to be received two weeks in advance.***

Release of Clinical Records:

Release Policy for Clinical Records:

Although parents have the legal right to request copies of their child’s entire clinical treatment record (or chart), it is my strong recommendation that clinical records not be replicated and released directly to parents. ***Clinical records will, however, be sent directly to other medical/mental health professionals and agencies at client request.*** The recommendation of protecting minor’s records is in the interest of protecting the child client. Clinical notes are generally not released due to the potential harm that this practice may cause to the child, as release of clinical records puts the child’s confidentiality, privacy, and treatment success at serious risk. Clinical records will not be released to attorneys or permitted to be used in any legal proceedings by either parent unless compelled by a judge/court.

However, any parent is welcome to request a parent session or a thorough written treatment summary to discuss their child’s progress in treatment at any time. A parent session or treatment summary is preferable to the direct release of clinical records as these records contain the specifics of the child’s statements or actions in session written in psychological and/or psychiatric terminology which may be misinterpreted or taken out of context without explanation. Treatment summaries are specifically written in a manner which allows parents to both understand the content of their child’s therapy sessions, the nature of the interactions between child and therapist, the interventions that occur in sessions, and the progress and challenges noted by the therapist.

Report of Child Abuse/Neglect:

As a mental health professional (Psychologist), I am a mandated reporter of all forms of suspected and reported child abuse, emotional, physical and sexual, and child neglect.

If at any time, I am told any information by a child or parent that indicates possible abuse or neglect, I am required by law to make an oral report of the information immediately (within 72 hours of the first suspicion of abuse) to Child Protective Services and/or the appropriate law enforcement agency in the county where the child resides or where the abuse or neglect is believed to have occurred. If determined appropriate and not potentially harmful to the child, I will make best efforts to discuss my need to report with parents before doing so.

Further Information:

According to the law, any person that is required to make a report of suspected abuse or neglect must disclose all information that is the basis for suspicion, and upon request, must make available any information, records, or reports that document the basis for the report to Child Protective Services or a law enforcement agency. The reporter must also cooperate with the investigating agency and make related information, records and reports available to the investigating agency unless such disclosure violates the federal Family Educational Rights and Privacy Act.

According to law, any person who makes a report of suspected abuse/neglect, who provides records or clinical information, or who testifies in any judicial proceeding arising from such report, records, or information shall be immune from any civil or criminal liability or administrative penalty or sanction on account of such report, records, information, or testimony, unless such person acted in bad faith or with malicious purpose.

Parent / (Legal Guardian) Signature _____ Date _____

Parent / (Legal Guardian) Signature _____ Date _____

Therapist Signature _____

Date _____