**COUPLES THERAPY CONTRACT**

Welcome to Manhattan Mental Health Services, LLC (MMHS). This document contains important information about our professional services and business policies. Please read it carefully and jot down any questions you might have so that they can be discussed at your next meeting. When you sign this document, it will represent an agreement between you, your partner, and Manhattan Mental Health Services, LLC.

**COUPLES THERAPY**

It is important to understand that engaging in therapy as a couple can be a rewarding and difficult decision to make. Working towards change will involve experiencing difficult and intense feelings, some of which may be painful in order to reach your goals as a couple. As your couple’s therapist, it is important to understand that the task of the clinician is not to take sides; the clinician is always on the side of the relationship. The task of therapy is to decipher what a healthy version of your relationship will look like and what changes each of you will need to make in order to make that happen. One potential risk to couple’s therapy is the termination of the relationship. Therapy works best if you strive for communication meaning that you clearly say what you need to say and ask for what you need. Efficient communication does not mean perfect resolution.

Our first session will involve an evaluation of your needs as a couple. By the end of the evaluation, we will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with us. 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 our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

# MEETINGS

We normally conduct an initial evaluation that lasts approximately 90 minutes. During this time, we can both decide if MMHS is the best fit to provide the services needed to meet your treatment goals. If psychotherapy has begun, we will usually schedule one 60-minute session (one appointment hour of 60 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation, unless we both agree that you were unable to attend due to circumstances beyond your control. If it is possible, we will try to find another time to reschedule the appointment. However, for circumstances that do not meet these requirements, there will be a fee of $50. The couple is considered the client, not each individual member of the couple. Thus, if one member of the couple does not come to the appointment and another does, it is still considered a missed appointment.

# PROFESSIONAL FEES

Given that we work with various insurance companies, our fee schedule is agreed upon ahead of time with that company. In the event that you forgo insurance and pay out of pocket, the hourly fee at MMHS is $160. In addition to weekly appointments, we charge this amount for other professional services you may need, though we will break down the hourly cost if the work is for periods of less than one hour. Other services include telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request. You will be informed of any other additional fees before services are rendered. **We understand that information discussed in couples therapy is for therapeutic purposes and is not intended for use in any legal proceedings involving the partners. We agree not to subpoena Manhattan Mental Health Services, LLC to testify for or against either party or to provide records in a court action.**

# BILLING AND PAYMENTS

Because each couple may handle their money in different ways, we do not want to assume that the couple will be paying together. Thus, at the first meeting it will be decided if insurance is used, whose insurance company will be used and the general structure of how services will be paid for by the couple (for example, individually or as a couple). Whatever the arrangement, the fee is expected to be paid at the time of services unless we agree otherwise or unless you have insurance coverage which requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. Please note, that if you are seen as a member of a couple, your clinician will not likely agree to meet with you individually unless there has been termination of couple’s counseling. This is to avoid any undue influence or bias that could affect the couple’s work. In circumstances of unusual financial hardship, we may be willing to negotiate a fee adjustment or payment installment plan. Both members of the couple will be notified of outstanding balances, regardless of the payment structure initially set up because it is important to offer both parties the opportunity to pay the balance before further steps are taken.

If the account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, MMHS has 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 released regarding a patient’s treatment is his/her name, the nature of services provided, and the amount due. Services will be terminated until such time that a payment or a payment plan is established. In the event of a crisis, services will not be terminated until that person has become stabilized. Please note that this does not preclude the patient from paying the remaining balance and any additional charges for crisis services will be added to the balance.

# INSURANCE REIMBURSEMENT

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. MMHS will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, the couple (not your insurance company) is responsible for full payment of fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course MMHS will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, MMHS will be willing to call the company on your behalf.

Some managed-care plans will not allow us to provide services to you once your benefits end. If this is the case, MMHS will do its best to find another provider who will help you continue your psychotherapy. Please look over the HIPPA Privacy Notice for more information on how we are authorized to use your health information.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for services yourself to avoid the problems described above unless prohibited by contract.

# CONTACTING MANHATTAN MENTAL HEALTH SERVICES

Manhattan Mental Health Services is often not immediately available by telephone. While we are usually in the office Monday thru Friday between 9:00 AM PM and 6:00 PM, the phone will most likely not be answered when a clinician is with a patient. When unavailable, our telephone is answered by a voicemail that is monitored frequently. MMHS 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 provide information about some times when you will be available. In emergencies, you can try to reach us at our cell phone numbers: Kathryn Tolle (785-341-8626) or Chaz Mailey (217-799-1900). If you are unable to reach us and feel that you can’t wait for a return call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If unavailable for an extended time, MMHS will provide you with the name of a colleague to contact, if necessary.

## PROFESSIONAL RECORDS

The laws and standards of our profession require that our office keep treatment records. You are entitled to receive a copy of your records, or MMHS can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. Therefore if you wish to see your records, we recommend that you review them in our presence so that we can discuss the contents. Patients will be charged an appropriate fee for any professional time spent in responding to information requests. Furthermore, it is important to note that as a couple you will have one record so individual confidentiality cannot be guaranteed.

## CONFIDENTIALITY

In general, the privacy of all communications between a patient and a psychologist is protected by law, and MMHS can only release information about our work to others with your written permission. Confidentiality is within the agency of MMHS and our practitioners will protect your information from individuals not affiliated with our agency. It is important to note that as a member of a couple, your confidentiality is as a couple, not as an individual. It is our belief that secrets within the relationship do more damage than good and thus, your therapist will not be keeping secrets from the other partner. For example, should you call and inform the therapist that you are having an affair, this will likely be discussed at your next couple’s appointment. There are occasions where safety is a concerned and confidentiality will be protected. For example, should one member of the couple inform the counselor that they are being physically abused but do not want that discussed in the larger context, confidence will be respected. However, domestic violence is a contraindication of couple’s work. Thus, the recommendation at that time will likely be that each member of the couple engage in individual work rather than continuing couple’s work. In addition to these considerations, there may be times when the therapist has to break the couple’s confidentiality. Following are descriptions of when that may occur.

In most legal proceedings, you have the right to prevent MMHS from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order your therapist’s testimony if the judge determines that the issues demand it.

There are some situations in which MMHS is legally obligated to take action to protect others from harm, even if it means revealing some information about a your treatment. For example, if it is believed that a child, elderly person, or disabled person is harmed or being abused, MMHS is required by law to file a report with the appropriate state agency.

If it is believed that you are threatening serious bodily harm to another, MMHS is required by law to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization. If you were to threaten self-harm (including threats of suicide), MMHS and your therapist might be obligated to seek hospitalization for you or to contact family members or others who can help provide protection.

These situations have rarely occurred in our practice. If a similar situation occurs, MMHS will make every effort to fully discuss it with you before taking any action.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have at our next meeting. MMHS is happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and our providers are not attorneys.

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

Signature of Clients:

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(Signature of client) (Date)

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(Signature of client) (Date)