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## **Professional Service Agreement**

An important part of any therapeutic relationship is to have a clear and professional understanding between us. The following is a description of the policies and procedures, which should clarify our mutual obligations and expectations. Please do not hesitate to ask questions or for clarification about any of the following items.

### **PROFESSIONAL RESPONSIBILITY AND ETHICS**

As a Licensed Professional Counselor in the State of Arizona, I am bound by the ethical standards of the state licensing boards, and by the laws of the State of Arizona, to act always in your best interest, according to good professional judgment. You deserve and will receive my continuing respect and best efforts in our work together. There are risks involved in undergoing counseling or psychotherapy. Your presenting problem may get worse, and/or others may arise. If for any reason our work together is mutually agreed to be unhelpful, I will provide you with referrals to other practitioners.

### **CONFIDENTIALITY**

Information obtained in this office, through evaluations and therapy sessions, will not be disclosed to any outside person(s) or agency without your written permission. Exceptions to this rule of confidentiality include situations in which you or someone else is in danger of physical harm. I am bound by state law to report any suspicion of suicide or homicide threat, or of any type of child abuse. I ask that you provide the name of a trusted person to act as an emergency contact, should there be an incident requiring emergency services. Please provide this person's name and contact information in the space at the end of this document. Further explanation of your rights under HIPAA laws is included at the end of this document.

### **DIGITAL COMMUNICATION**

If you would like to communicate with me via cell phone, email or text message, I am happy to do that provided you understand that it poses a risk to your confidentiality. I will do all that I can to protect our communication, but cannot guarantee complete confidentiality. If you are willing to accept such risk, please initial here. \_\_\_\_\_

### **RECORDS**

It is my practice to keep a brief, digital record of our work together. This includes any relevant information regarding the content of sessions in the form of progress notes, and a log of payment transactions. If you have any special concerns or requests regarding record keeping, please let me know at any time. This electronic medical record is HIPAA compliant and is designed to protect your confidentiality in every way.

### **SUPERVISION AND CONSULTATION**

As a matter of good professional practice, I may consult with a colleague or supervisor, in a confidential manner, when deemed appropriate. If you wish, the identity of all supervisors or consultants will be disclosed to you.

## **PROFESSIONAL LIMITS**

As a professional counselor, I am qualified to provide only therapeutic services. Your decision to undergo therapy is yours to make, and does involve some risk to you. Some problems will resolve easily in therapy, while others may not. Some problems may even get worse before they get better, or not better at all. I am not available for court testimony, and do not provide medical or legal services. In the case that you need medical or legal services, I will encourage you to seek appropriate professional services, and will be happy to provide you with a referral.

## **APPOINTMENTS AND CANCELLATIONS**

All appointments are for 50 minutes, unless arranged otherwise. If you need to cancel or reschedule your appointment you must do so with at least 24 hours notice. You will be billed for any appointments for which you fail to show, or you cancel without 24 hours notice. If your session is being paid for by a third party, and you fail to show or give adequate notice, YOU will be charged for the session.

## **TELEPHONE CALLS**

Telephone calls are returned as soon as possible. Telephone calls received after hours or on weekends or holidays may be returned on the next working day. In case of emergency, I can be reached by text at 713.506.2522. I will return the call immediately.

## **VACATIONS AND OTHER ABSENCES**

When I am out of town or otherwise unavailable for an extended period of time, a colleague will respond to phone calls or provide appropriate service, and will assume all the privileges and responsibilities of my professional relationship with you.

## **FEES AND INSURANCE**

The fee is \$125 for each 50 minutes session. Payment of all fees is due at the time of service by check or cash, or a credit, debit or healthcare flex account card. Your health insurance may or may not reimburse you for part of the fee for services provided. I will be happy to provide you a suitable statement for submission to your insurance company. If we are using a third-party for payment, you will be responsible for finding out your coverage, and paying any additional co-payment, and for services not covered by your insurance company. In case of a missed appointment without 24 hours notice, you will be responsible for payment in full, as your insurance company will not pay for the session.

## **COMPLAINTS**

If you would like to file a complaint about services, you have received from a Licensed Professional Counselor please contact:

Arizona Board of Behavioral Health Examiners  
1740 West Adams Street #3600  
Phoenix, AZ 85007  
Main number: 602-542-1882  
Fax number: 602-364-0890  
information@azbbhe.us

**AUTHORIZATION TO PROVIDE THERAPEUTIC SERVICES**

I have read, understood, and received a copy of this agreement.

\_\_\_\_\_  
Client name

\_\_\_\_\_  
Date

**EMERGENCY CONTACT:**

\_\_\_\_\_  
name

\_\_\_\_\_  
phone number

relationship to you: \_\_\_\_\_

## **Client Records and Confidentiality Policy under HIPAA**

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

The Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") establishes a set of national standards for the protection of certain health information. The U.S. Department of Health and Human Services ("HHS") issued the Privacy Rule to implement the requirement of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Privacy Rule addresses the use and disclosure of individuals' protected health information ("PHI").

During the course of therapy, the Therapist shall keep and maintain accurate records of therapeutic services to include, but not be limited to, dates of services, types of services, progress or case notes and billing information (collectively referred to as the "PHI"). PHI may include, but is not limited to the identity, diagnosis, evaluation, or treatment of the Client. PHI may also include, but are not limited to, any information revealed by you in counseling or a therapy session and most information placed in your file.

This practice considers all information acquired during therapy as Protected Health Information under the Privacy Rule. As such, your therapist may disclose your PHI in only two circumstances: (a) you specifically authorize it; or (b) there is a specific exception under the HIPAA rule.

Your therapist may disclose PHI where such disclosure is for treatment, payment, or operational purposes. Your therapist may also disclose PHI in other situations: (1) where uses and disclosures are required by law; (2) where uses and disclosures concern victims of abuse, neglect, or domestic violence; (3) where uses and disclosures are for health and oversight activities (4) where uses and disclosures are for judicial and administrative proceedings; (5) where uses and disclosures are for law enforcement purposes; (6) where uses and disclosures are for research purposes; (7) where uses and disclosures are to avert a serious threat to health or safety; (8) where uses and disclosures are required under Workers' Compensation.

The Therapist shall keep your PHI for a minimum of 5 years for an adult client and 5 years beyond the age of 18 for a minor.

I am considered a professional under Arizona law, to the extent they are licensed or certified in the diagnosis, evaluation or treatment of any mental or emotional disorder. Communications between a Client and a professional are confidential and may not be disclosed in civil cases. Records of the identity, diagnosis, evaluation, or treatment of a Client which are created or maintained by a professional are confidential and shall not be disclosed in

There are important exceptions to confidentiality. Under Arizona law, a therapist is required to report the following: (a) abuse or neglect of minors; (b) abuse, neglect, or exploitation of elderly or disabled persons; (c) abuse, neglect, and illegal, unprofessional, or unethical conduct in an in-Client mental health facility, a chemical dependency treatment facility or a hospital providing comprehensive medical rehabilitation services; (d) sexual exploitation by a mental health services provider; (e) certain release and exchange of information concerning the treatment of a sex offender. In addition, a therapist must report sexual misconduct as follows: the Therapist has reasonable cause to suspect that a client has been the victim of a sexual exploitation, sexual contact, or therapeutic deception by another licensee or a mental health services provider during therapy or any other course of treatment, or if a client alleges sexual exploitation, sexual contact, or therapeutic deception by another licensee or mental health services provider (during therapy or any other course of treatment). Finally, our therapists will warn others if he or she reasonably believes that you may inflict harm on yourself or others. This document may be updated without notice so please review it each time you visit us. A copy of this statement is always available upon request.