

**Kelly H. Werner, Ph. D.**  
Clinical Psychologist PSY21858

## **OUTPATIENT PSYCHOTHERAPY CONTRACT AND CONSENT**

This document contains important information about my professional services and business policies. Please read it carefully and ask me any questions that arise. When you sign this document, it represents an agreement between us.

### **PSYCHOLOGICAL SERVICES**

Psychotherapy varies depending on the particular problems you bring as a client and the orientation and approach of the therapist. It is therefore important that you take care in selecting a therapist that fits your style and goals. Our first couple sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a general treatment plan. During this time, we can both decide if I am the best person to provide the services you need to meet your treatment goals. At the conclusion of the evaluation, referral to a more appropriate therapist may occur. Therapy involves a commitment of time, money, and energy, so you should make sure you feel comfortable working with me. If you have questions about our work together, we should discuss them whenever they arise. If your doubts persist, I will be happy to provide a referral to another mental health professional.

The goals of therapy are arrived at by mutual collaboration between us. The goals we establish will be reviewed during the course of our work in order to assess and/or modify the focus of therapy according to your needs. The results of therapy cannot be guaranteed.

### **CONFIDENTIALITY**

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. In most situations, I cannot even confirm to a third party that you are being seen in my practice unless you agree to this. However, there are a few exceptions. My primary concern is to keep my clients safe. If I have reason to believe that you are at risk for injuring or killing yourself, I am legally and ethically required to work with you to prevent this from occurring. This may range from developing and agreeing to a "no harm" contract, contacting family members or others who can help provide protection, arranging for hospitalization with your consent, or even, in the event of an emergency, facilitating involuntary hospitalization.

In certain situations, I am also 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 through information you say in session, I believe that a child, older adult (age 65 and older), or a dependent adult is being neglected or abused, I must file a report with the appropriate state agency. If I believe that a client is threatening serious bodily harm to another, I am also legally and ethically required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client.

In addition, although I will make every effort to safeguard your privacy, your records may be subpoenaed by a court of law. In most legal proceedings, you may have the right to restrict access to information about your treatment. In some proceedings, such as those involving child custody and those in which your emotional condition is an important issue, it is possible that a judge may order my records and/or testimony. Confidentiality may also be limited by other situations in which the law requires or directs that confidentiality does not exist.

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**PROFESSIONAL FEES**

My fee is \$225.00 for 50 minutes of individual therapy. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will prorate the cost if I work for periods of less than one hour. Other services include telephone consultations, telephone conversations lasting longer than 10 minutes, report writing, or other services you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for the professional time I spend preparing records or treatment summaries. You will also be expected to pay for my time spent testifying, even if I am called to testify by another party.

**BILLING AND PAYMENTS**

Payments are to be made by the end of each session. You may pay \$225 by check, cash, Venmo, Paypal or a credit card to Square. For Paypal, please pay [kelly.h.werner@gmail.com](mailto:kelly.h.werner@gmail.com). For Venmo use: [kelly-werner-22](https://venmo.com/kelly-werner-22). For credit card, you can pay in session with Square. If you are a Lyra client, I will bill Lyra after our sessions. Payment schedules for other professional services will be agreed to when they are requested. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I may use 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, the costs associated with that action, including attorneys' fees, will be included in the claim and you agree to pay them. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided, and the amount due.

**INSURANCE REIMBURSEMENT**

I am not an in-network provider on any insurance panels. Certain health insurance policies will provide some coverage for "out of network" mental health treatment. I will complete forms and provide you with information you may need to receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers.

Managed Health Care plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. Some managed care plans will not allow me to provide services to you once your short-term benefits end. If this is the case, I will discuss your options with you and do my best to help you find a provider with whom you can continue your psychotherapy.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. There are pros and cons to having a mental health diagnosis on your permanent mental records in today's healthcare climate. Therefore, make an informed decision as to how involved you would like your insurance company our work together.

**MEDICARE**

I am not a Medicare provider. If you are a Medicare beneficiary, billing limits do not apply to my charges. You may secure Medicare reimbursed services from another qualified practitioner. Medigap and other supplemental plans may elect not to make payments for these services.

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**CANCELLATIONS, MISSED SESSIONS, RESCHEDULING AND TARDINESS**

Sessions are usually scheduled once a week for 50 minutes, although on occasion some sessions may be more or less frequent. I require 24 hours advance notice of cancellation by email or a phone message, regardless of the reason for cancellation. I allow for one late emergency cancellation without charge, yet for any additional cancellations within less than 24 hours of the scheduled session, I will charge you for the session. For tardiness, if you have good reason and it does not happen often, I will work with you so that you get your full time in that session or a future session. If you are consistently late, we will work on it as a treatment goal, and my accommodating your lateness will likely not be in your best interest. For rescheduling, I'll be flexible and workable with you as long as you don't abuse the privileges. I do my best to make scheduling mutually beneficial for both of us, which sometimes means my accommodating a change one week for you, and your being open to different day or time one week for my scheduling needs. If (on a rare occasion) I begin a session late, I will make up the missed time in some mutually agreeable fashion (e.g., by extending the session, if convenient for you).

**PROFESSIONAL RELATIONSHIP**

In your best interest, and following the American Psychological Association's standards, I can only be your therapist. I cannot have any other role in your life. I cannot, now or ever, be a close friend or socialize with any of my clients. I can never have a sexual or romantic relationship with any client during, or after, the course of therapy. I cannot have a business relationship with any of my clients, other than the therapy relationship. You cannot help me with things in my professional and personal life. This is to ensure that you are not exploited and to keep the therapy space safe and healing for you. After therapy ends, you will then always have the option of returning later in life without any confounding issues. If we see each other outside of session in the Bay Area, I will typically smile and say hello and then walk along, unless we decide together that no or more acknowledgement is better for you.

**RESEARCH, WRITING, TEACHING, CONSULTATION**

I conduct research and train students, I teach courses, I write and speak to professional and lay audiences and I lead retreats. I also consult with other professionals about treatment planning for my cases. If I ever mention information from your case (e.g. "self-compassion worked to reduce negative self-talk in a 32 yr. old male client,"), I would not mention any identifying information (e.g., name, workplace, physical appearance, residence) and will protect your identity. Your signature below gives me permission to use information about your case and your treatment in any of these ways.

**CONTACTING ME**

You may contact me or my voicemail at (510) 847-5127 or e-mail at [kelly.h.werner@gmail.com](mailto:kelly.h.werner@gmail.com). Although I am often not immediately available by telephone, I check my voicemail and e-mail regularly. I will make every effort to return your call or e-mail on the same day you make it or by the next business day. If you are difficult to reach, please inform me of times when you will be available. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician, your psychiatrist, or the nearest emergency room. I will return e-mails within 24 hours.

**TERMINATION**

You may terminate therapy at any time. A final session is strongly recommended for closure of our work together. A typical termination will occur when you have made significant progress on the goals you set out on in therapy. Often we will come up with a plan for what you will do to maintain your gains after therapy, and then have a follow-up meeting 2 months out as a maintenance session. After this know that I plan to work in the Bay Area for the rest of my life and you are always welcome to come back for maintenance session or if new problems arise or recur.

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

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

\_\_\_\_\_  
Kelly H. Werner, Ph.D.              Date

**VERIFICATION OF RECEIPT OF NOTICE OF PRIVACY PRACTICES**

I, \_\_\_\_\_, certify that I have received a copy of Dr. Kelly Werner's Notice of Privacy Practices detailing the provisions of HIPAA and my privacy rights.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date