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## **CONSENT FOR SERVICES**

Welcome to my practice. This document contains important information about my professional services and business policies. When you sign this document, it will represent an agreement between us. Some of the content of this document is dictated by ethical codes, the New Hampshire Board of Mental Health Practice, or state and federal laws. Please read this document carefully. I will go over it with you as well. Please bring up any questions you have at that time.

### **Therapeutic Services and Engagement**

Therapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the particular problems you bring forward. There are many different methods I may use to deal with the issues that you hope to address. Therapy calls for a very active effort on your part.

Therapy often involves the assignment of “homework” to be done outside of sessions. Your engagement in homework (or lack of engagement) can affect the progress of your therapy.

Please keep your therapist up to date on any significant life changes, medication changes, or changes in your condition. Therapy can be less effective when important things are concealed. If you have concerns about being judged in therapy, that keep you from being forthcoming in therapy, please discuss this with me.

### **Risks and Benefits of Therapy**

Therapy can have risks and benefits. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness; sometimes those who enter therapy together do so with a hidden agenda of finding out who is right, or getting “the other person” to change.

Research has shown that psychotherapy can be of benefit to people who go through it. Therapy often leads to better relationships, solutions to specific problems, increased coping and interaction skills, and significant reductions in feelings of distress.

Non-treatment carries risks and benefits as well. There are also typically multiple therapies to treat issues. If you have questions about your therapy, please ask them.

### **Assessment/Evaluation**

Our first few sessions will involve an evaluation of your needs. I normally conduct an evaluation that will last from 1 to 3 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. By the end of the evaluation, I will be able to offer you some impressions of what our work will include if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. 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 my therapy, we should discuss them whenever they arise. If at any time, you do not feel I am a good fit as

a therapist for you, but would like to continue therapy, please let me know and I will try to help you find another therapist.

### **Sessions**

I will usually schedule one 45 to 60 minute session per week (or every other week) at a time we agree on, although some sessions may be longer or more frequent. If you have to cancel an appointment, I will expect you to contact me to re-schedule.

### **Professional Fees and Insurance**

My fee is \$110 for a 37 to 52 minute session; \$140 for a 53 to 60 minute session; and \$35.00 for each additional 15 minutes. In addition to weekly appointments, I charge this amount for other professional services you may need. Other services include report writing, telephone conversations lasting longer than 10 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 of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$180 per hour (prorated at 15 minute intervals) for preparation and attendance at any legal proceeding.

Insurance can often be used for therapy treatment, but not always. Insurance does not guarantee that your insurance provider will pay, and is based on your individual policy and your insurance provider's policies. I will submit insurance claims for you whenever it is reasonably possible to do so. *Insurance typically does not cover phone therapy sessions and these will be billed at the rates above.* Some insurances now cover online therapy (video and voice). This needs to be verified with your insurance prior to utilizing online therapy.

Please be aware that if your insurance changes, I may no longer accept your new insurance. This is always true for clients who transition to Medicare insurance. At that time, we can discuss whether you wish to stay in therapy with this therapist and pay privately, or whether you would like me to help you identify a new therapist who does accept your insurance. Please be aware, that due to provider network limitations, this writer cannot guarantee that there will be a therapist in the area that does take your insurance. Member Services and online member support services can be beneficial in locating a new therapist as well.

Lastly, some insurance companies limit the number of sessions that they will reimburse. I will need to request more sessions if we are approaching that limit. Please contact your insurance provider to identify any session limits that may exist. Some insurances require a referral from your PCP before starting therapy. Member Services can help you determine if that is necessary.

Please check your insurance deductibles and copay/co-insurance amounts, as well as when your insurance starts. Typically insurance is renewed once/year. A number of insurance deductibles/max-out-of-pocket restart on January 1<sup>st</sup>, but some restart during the year at renewal time. Those with Medicaid plans should check their active status frequently.

### **Billing and Payments**

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. Insurance does not pay for court reports, reports to social security, etc. If multiple adults are clients in therapy, all adults are equally responsible for payment for therapy.

In circumstances of unusual financial hardship, I may be willing to negotiate a payment installment plan.

Payment can be made using cash, check or credit card. I use Square, Inc.'s credit card service. All fees that are incurred as a result of a check failing to cash, will be billed to the client with an additional 10\$ fee.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have 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 arrears collection procedure. In collection situations, the information I release regarding a client is 1.) his/her/their name/s, 2.) contact information, 3.) the amount due, and 4.) that payment for psychotherapy services has not been made.

### **How to Reach Me**

I am often not immediately available by telephone. When I am unavailable, my telephone will record your message in voicemail. Please be sure to leave your name and phone number. I will make every effort to return your call within 24 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. Also, please let me know how late I can call you back, as I will not typically return calls after 8:30 pm.

**If you are unable to reach me and feel that you are in a safety related crisis (suicidal, homicidal, drug overdose, medical emergency, etc.) or otherwise cannot wait for me to return your call, please contact your family physician, call 911, or go to the nearest emergency room to seek treatment.**

Though I keep my phone with me at all times, I do not always hear my phone, and occasionally forget to turn the volume up after having it silenced for therapy sessions and other occasions. I also sometimes travel to where there are no cell services, or am in a public place where I cannot answer the phone, or I am in session.

***Rather than use email or text or even voicemail, I encourage clients to use a HIPAA compliant secure means to contact me. I strongly discourage the use of email at all. HipaaBridge (from Everbridge, Inc.) and Signal Private Messenger (from Open Whisper Systems) are two apps that encrypt messages. There is a web interface to HipaaBridge at <https://hipaabridge.everbridge.net/>.***

If I will be unavailable for an extended time (such as a vacation) and you are a current active client, I will notify you of this and provide you with the name of a colleague to contact, if necessary.

Please be aware that voicemail and text messaging are not 100% reliable: if I have not returned your message within 24 hours, it is very likely that I did not receive it and please try again. Text is especially error prone in delivery. Please do not use email or text to convey any personal information. Email is a very non-secure means of communication: please do not use email to contact me if it can be avoided. All electronic means of communication have security vulnerabilities. Text can be used to schedule sessions. All electronic communication is documented in your record.

***PRACTICE LIMITATIONS: I am a sole practitioner. Please be aware that Private Practice therapy is not well suited to meet the needs of clients in frequent crisis or who are at high risk, and you may require a referral to Community Mental Health, who are much better staffed for clients with these needs. If I believe you are a client that I cannot well support, I will refer you to your community mental health center. Please also be aware that I charge for phone therapy sessions (and phone conversation over 10 minutes), and insurance does not typically cover this.***

### **Business Ownership and Independence**

I am the sole owner of this therapy business. Please be aware that Jacqueline L. Berg (Lakes Region Family Therapy) and Marie Polichronopoulos, are two separate and independent businesses, who share no

confidential information without a signed release. Though Ms. Berg and Ms. Polichronopoulos do occasionally participate in peer consultation together, client information is fully de-identified to ensure that the client cannot be recognized by the other therapist.

### **Professional Boundaries**

Therapists are obligated to establish and maintain appropriate professional boundaries (relationships) with present or past clients and, in some cases, client's family members. Because of the need to protect clients from harm or confusion, therapists must avoid any client contact where the therapeutic role is compromised. For this reason, I am prohibited from developing friendships, social relationships, or having sexual contact with any individual receiving services. Reports of misconduct should be directed to the New Hampshire Board of Mental Health Practice, 40 Donovan Street, Concord, NH 03301, 603-271-6762.

### **Social Media**

I cannot ever respond to Linked-in, Facebook, Instagram, Twitter, etc. friend/contact requests from clients or former clients. If you see that I am "friends" with a friend of yours, please let me know that.

I will not Google (or otherwise search for) you, look in the newspaper for your name, try to view any of your social media accounts, or in any other way try to find out information about you, other than what you tell me in therapy, unless there is a significant safety issue or unless you have asked me to read something that is of therapeutic value.

Please be aware that using apps which disclose your location, may inform others that you are in therapy.

### **Non-goals of Therapy**

My goal is to help you improve your family or life situation. It is not my goal to serve as an advocate for one parent or another, to do a custody evaluation, or to testify as an expert witness in court. No such services will be provided without a separate signed agreement by you and/or your family.

### **Licensing/Code of Ethics**

I am a Licensed Marriage and Family Therapist in the state of New Hampshire. My practice is governed under the Mental Health Practices Act, RSA 330-A, and guided by the American Association for Marriage and Family Therapists (AAMFT) Code of Ethics. This Code of Ethics can be found on my website or on the AAMFT website ([www.AAMFT.org](http://www.AAMFT.org)).

### **Mental Health Bill of Rights**

A copy of the Mental Health Bill of Rights will be provided to you along with this *Consent for Services* document. In addition, a copy of the Mental Health Bill of Rights is displayed in my office. If you have any questions about either the Mental Health Bill of Rights or this document, please discuss them with me.

### **Confidentiality**

Under New Hampshire law, and in accordance with the Mental Health Bill of Rights, communications between a client and a licensed therapist are confidential and may not be disclosed without the specific authorization of the client except under specific, limited circumstances. Ordinarily, client information is shared with individuals or organizations outside your family only with your written permission, through a court order or when required by law (see below and next page).

For clients 12 years of age or older, your alcohol and/or drug treatment records are protected under the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2 and cannot be disclosed without written consent unless otherwise provided for by regulations. You may revoke your

consent at any time except to the extent that action has already been taken as a result of the consent for release of information.

### **Mandated Reporting Requirements**

New Hampshire reporting laws require that any person who suspects child abuse or neglect to report this to the Division of Children, Youth and Families. In addition, any person who suspects an elderly or incapacitated adult has been exploited, abused or neglected must also report this to the Division of Elderly and Adult Services.

### **Duty to Warn or Protect**

If I believe that someone I am working with is in danger of harm to self, others or real property, I am required to contact the police, the potential victim and/or seek hospitalization of the client (through attempting to obtain civil commitment). If a client threatens to harm himself/herself, I may be obligated to seek hospitalization for the client or to contact family members or others who can help provide protection. There are also other reporting laws. If that person is a minor, their parent/guardians will be notified as well.

### **Consultation**

I consult with other health and mental health professionals about cases. This can be helpful to many cases. During a consultation, I make every effort to conceal the identity of my client/s. The consultant is also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

### **Outside Billing Services/Collections/Insurance**

I use an outside electronic billing service, and share protected information with this service for clinical and administrative purposes, such as billing and quality assurance. If I use a collection agency, I will share your name, contact information, that you had psychotherapy services and the billing amount with the collection agency. Insurance companies typically require that I provide a diagnosis for a client, and that I provide client records for reimbursement, treatment authorization and/or case review if requested by the insurance company.

### **Court Order**

I am obligated by law to cooperate with any court orders for my testimony.

### **Government Oversight**

If a government agency requests information for health oversight activities, I may be required to provide it.

### **Complaint or Lawsuit**

If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client to defend myself.

### **Natural or Other Disasters or Criminal Breakins**

A natural or other disaster, or a criminal breakin, could potentially result in a break in confidentiality (for example, a gas explosion or hurricane tears apart my office building and file cabinet.)

### **HIPAA**

HIPAA generally grants clients confidentiality but it also grants therapists the right to communicate with medical providers and other therapists providing care to the client, without the individual's authorization,

to ensure best care to the client. (See 45 CFR 164.506 and the definition of “treatment” at 45 CFR 164.501.) I will generally seek a release of information from you prior to doing this, and will explicitly discuss the information to be exchanged, as well as obtain your release to do this prior to that contact. If there is an emergency or significant safety concern, I will contact medical providers and other therapists without a release from you. Best practices dictate that I work with you in conjunction with your PCP, and I will do this unless you explicitly object to this.

The laws regarding confidentiality can be complex. In situations where specific advice is required, please seek legal consultation.

### **Minors**

Unless notified otherwise, I will assume that all minors have two legal guardians. If this is not the case, please provide documentation otherwise. The treatment of a minor must be authorized by a parent or guardian (with limited exceptions). Although communications with adult clients are confidential as described above, in the treatment of minors, parents (even non-custodial parents) have a right to access and authorize release of the information, subject to existing regulations. When a child turns 18, control of treatment, information and records reverts to the adult child. If treatment occurs with authorization by only one parent, the non-signing parent still has a legal right to a copy of the minor's records if he/she requests them, unless they have no parental rights or there is a court order prohibiting this. All legal guardians of a child must consent to records being released to any source, including the legal guardians. If legal guardians disagree as to the release of records, they will not be released without a court order. Any child, who is now a legal adult, must also sign a release of records. For clients 12 years of age or older, alcohol and/or drug treatment records are protected under the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2 and cannot be disclosed without written consent, by the minor client, unless otherwise provided for in the regulations. Parents who are participating in sessions may or may not also be clients.

### **Individual Therapy**

A client who is seeing me individually is an individual therapy client. Please do not bring any family members or others to therapy without prior agreement with this therapist. If a family member or another person is seen with an individual therapy client, they should be there only to support the individual therapy client, and that other person IS NOT a therapy client: they are a *visitor* to the individual's therapy session and as such cannot obtain record access without the individual client's permission.

### **Couples**

Treatment records of a couple in therapy contain information about each person. Therefore, both clients must sign this informed consent document and agree that treatment records will only be released by joint consent. In the event of a disagreement, the records will not be released without a court order.

### **Families**

All adult members of a family, who were seen in therapy and are clients of therapy, must sign releases of information to allow treatment records to be released. In the event of a disagreement, the records will not be released without a court order.

### **Group Therapy**

Unlike individual treatment, confidentiality of group therapy is not protected by law. Group members must sign and abide by a written confidentiality agreement prior to participating in group. Clients with concerns about confidentiality should discuss them prior to beginning treatment.

## **Client Records**

The laws and standards of my profession require that I keep clinical and business records for each person/family to whom we have provided services. These records are maintained for a minimum of seven years following the last activity and include, but are not limited to, intake information, progress notes, assessments, service plans, court records, releases of information, a summary report and information and/or documents provided by or about you before, during and after the treatment, any reports and any other written or electronic information we receive from or about you. Records of minors are kept until their 25<sup>th</sup> birthday. You or anyone that you designate has the right to access and review your records. If requested, I will provide you with a copy of your records within 30 days. I reserve the right to charge a reasonable fee for copies of records. Because they are professional records, they may be misinterpreted or upsetting to untrained readers. I recommend that you initially review them in my presence or have them forwarded to another mental health professional to assist with their review.

## **Release of Client Information**

If you have authorized a release of any client information please be aware that the confidentiality of that information cannot be guaranteed outside of this office. This is particularly important to remember if you have asked this writer to write a report to your attorney, DHHS, the court, or to social security.

If you have authorized a release of client information, you may revoke your consent at any time except to the extent that action has already been taken as a result of the consent for release of information.

## **Therapist Incapacitation or Death**

Should I become incapacitated and unable to act on my own behalf, or in the event of my death, please contact Marie Polichronopoulous for your records. Her phone number is (603)493-5758. Please be aware that Marie will have no access to my records unless one of these events have occurred. Please try to contact me first. If I am deceased, please contact your insurance company's Member Services for a referral to a new therapist, or (particularly if you have no insurance) please contact Marie.

## **Therapist Experience**

I am a State of New Hampshire Licensed Marriage and Family Therapist, LMFT #137. I have a Master of Arts degree in Marriage and Family Therapy from Antioch University New England in 2008. I also hold a Bachelor of Science degree in Computer Science from the University of Vermont, and a Master of Science degree in Electrical Engineering from Northeastern University. I am a Clinical Fellow of the American Association for Marriage and Family Therapy (AAMFT), an AAMFT Approved Supervisor, and a former member of the New Hampshire Association for Marriage and Family Therapy (NHAMFT) Board. I served on the NHAMFT Education Committee from 2007-2014, and was the co-chair of the NHAMFT Membership Committee and I continue to maintain the NHAMFT website and provide support to the NHAMFT Education Committee. I have worked with individuals, couples and families in office and home-based settings, doing extensive work dealing with conflict and communication issues, difficult relationships, child behavior issues, alcohol and drug abuse and addiction issues, anxiety and depression, divorce and step-parenting/blended family issues, attachment issues, and have worked extensively with clients with trauma backgrounds. I have a great deal of experience in treating alcohol and substance use disorder with both adolescents and adults, and was previously supervised by Ray Bilodeau (former Clinical Director of the New Hampshire Juvenile Drug Courts) and Dr. Win Turner (consultant and nationally certified trainer for the Center for Substance Abuse Treatment and the National Drug Court Institute). I was a clinical consultant to the adolescent drug courts of Laconia and Plymouth from 2008 to 2011, providing substance abuse counseling to adolescents and/or their parents during that time, and have been continuing to engage in treatment of Substance Use Disorders in private practice since that time. I formerly provided clinical supervision within a statewide agency serving adolescents and their parents.

## **Electronic Communications**

I use electronic billing for insurance benefits. I cannot guarantee the confidentiality of such communications, however the billing service I use is HIPAA compliant. I may use electronic record keeping, and the record keeping product I use is HIPAA compliant for your security. If you do not consent to electronic communications, please inform me immediately, before beginning treatment, so that we can determine whether and how to proceed.

## **Termination**

Ideally, your case will end when you are feeling enough relief that you no longer need therapy and as this time approaches we will prepare for discharge together. There can be other reasons that a case closes, including that therapy is no longer a priority for the client.

Clients who have not scheduled an appointment for one month will have their case closed. It can most likely be re-opened at any future time, but this cannot be guaranteed. Priority is given to former clients when considering maximum client case load.

Clients are welcome to terminate therapy at any time. It is preferable to discuss this together. If you require continued therapy, I will be happy to try to help you locate another therapist.

There are multiple reasons why therapy may need to end suddenly: including therapist incapacitation, conflict of interest, dual-relationships, lack of sufficient progress in therapy, therapy required is outside of my scope of practice, etc. I may not be able to talk to you about *why* therapy must end. Unless I am incapacitated, I will help you try to locate a therapist who can meet your needs.

Higher risk cases (including but not limited to, the presence of suicidal ideation, high risk drug/alcohol use, and/or physical violence) will have their case closed if an appointment has not been scheduled in two weeks. Clients are welcome to contact the office if further therapy services are desired in the future.

## **Session Cancellation and No Show/No Calls**

Once a session has been 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 you have an on-call job, please let me know that as soon as possible. If it is possible, I will try to find another time to reschedule the appointment.

Clients who *no show/no call* once for an after-school or evening session will potentially lose this session time and may have to go on a waitlist to get back to an after-school/evening session unless a true emergency resulted in the *no show/no call* or unless the session has been paid for in full (45 minute session). Clients who *no show/no call* a total of three times, will be terminated as clients, unless these sessions have been paid for in full (45 minute session). Alternatively you are welcome to return as a client after 6 months have passed. Insurance provides no coverage for missed sessions. Please note that Medicaid clients cannot be billed for missed sessions.

Clients who cancel frequently will result in loss of a scheduled time to meet and can have their therapy services terminated.

Please try to cancel as early as you know you have to when you need to cancel. This allows me to schedule other clients in who are seeking services.

**Grievance**

If you have a grievance or complaint, please address it with me. Your complaint may be very beneficial. In addition, for more information or to file a complaint, you can contact the New Hampshire Board of Mental Health Practice at: 40 Donovan Street, Concord, NH 03301, 1-603-271-6762.

**Acknowledgement and Acceptance**

The policies above have been reviewed with me, and I/we have been provided with a copy of them. I/We agree to begin services with Jacqueline L. Berg, MA, LMFT.

Client Signatures:

Date

_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_ **OR (For Non-Clients)** \_\_\_\_\_

The confidentiality policies above have been reviewed with me, and I/we have been provided with a copy of them. I/we understand that **I/we am/are NOT a client**, and will have no access to the client's records even though they may contain confidential information about me, and that I am attending therapy with Jacqueline L. Berg only to provide support to Jacqueline Berg's client \_\_\_\_\_.

Signatures:

Date

_____	_____
_____	_____
_____	_____

Witness:

Date:

_____	_____
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# PAYMENT AND RESPONSIBILITY AGREEMENT

## THE UNDERSIGNED UNDERSTANDS AND AGREES TO THE FOLLOWING:

*Please initial each item.*

\_\_\_\_\_ 1. I understand that any appointments which are not cancelled 24 hours in advance will be charged to me for a 45 minute session for each missed appointment.

\_\_\_\_\_ 2. I authorize Jacqueline L. Berg to use a HIPAA compliant online electronic record keeping service for my case.

\_\_\_\_\_ 3. Clients who have not scheduled an appointment for one month will have the therapy relationship terminated, but are welcome to begin a new therapy relationship in the future. High risk cases will close if the client does not attend sessions during a two week period.

\_\_\_\_\_ 4. I understand that if I no show/no call for an after-school or evening appointment, I may lose that appointment time unless I have paid for that session.

\_\_\_\_\_ 5. I understand that if I no show/no call three times, I must either pay for the missed sessions, or I will be discharged from therapy. I understand that I am welcome back after 6 months.

\_\_\_\_\_ 6. I understand that if I cancel frequently, I will lose a scheduled session time and may be terminated as a therapy client.

*Please initial one of the following:*

\_\_\_\_\_ I agree to make full payment at the time of each session. This payment amount is \$110/45 minute session and \$140/60 minute session. Time after this is charged at the rate of \$35/15 minutes.

\_\_\_\_\_ I agree to allow Jacqueline L. Berg to submit insurance claims for services rendered to me. I agree to make payment of deductible and/or co-payments at the time of each session if such exist. I hereby authorize my insurance benefits to be paid directly to Jacqueline L. Berg and I understand that I am financially responsible for non-covered services. Insurance companies typically require that Jacqueline L. Berg provide a diagnosis for a client, and that client records be maintained for reimbursement, treatment authorization and/or case review. I authorize Jacqueline L. Berg to submit claim information to my insurance company and through an electronic billing service (Office Ally) to process the insurance claims. I authorize the release of any medical or other information required by my insurance company to receive authorization for services or to process claims for services to me or my dependents, or required in an insurance company case review, **including drug/alcohol information (initial here) \*\***\_\_\_\_\_

\_\_\_\_\_ I have insurance accepted by Jacqueline L. Berg, but I have elected not to use it at this time. I understand that I am entitled to payment at the insurance negotiated rate. I understand that I can request that the insurance claims be filed at any time, however most insurance companies require filing within a certain time period from the session and will not pay for claims filed after that deadline.

\_\_\_\_\_ I agree to the following payment arrangement:

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Insurance companies provide policy holders with an EOB (explanation of benefits), thus providing the policy holder with an understanding of where he or she stands with deductible, co-pay and/or percentage payments. If you do not receive these EOB's, please call your insurance company.

Some insurance plans do not provide mental/behavioral health benefits and you should verify your benefits.

When dealing with finances, insurance companies, and one's health, I understand that it can be complicated, confusing and sometimes frustrating. I also understand that there are times when you may feel that I have made a mistake on your account or you have had personal financial difficulties that are sometimes awkward to discuss. Please remember that the only way to resolve a concern you may have about your account is to contact me.

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Client or Legal Guardian Signatures

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Therapist Signature

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Date