

TERESA MCGRATH LMFT, LPC

DATE:

NAME:

E-MAIL ADDRESS:

SOCIAL SECURITY NUMBER:

STREET ADDRESS:

CITY:

ZIPCODE:

DOB:

AGE:

HOME PHONE:

WORK PHONE:

CELL:

MARITAL STATUS:

GENDER:

RACE:

EMPLOYER:

OCCUPATION:

REFERRED BY:

SPOUSES NAME:

DOB:

AGE

EMPLOYER:

EMPLOYER ADDRESS:

CITY

ZIP

EMERGENCY CONTACT:

RELATIONSHIP:

TELEPHONE NUMBER

YOUR EMPLOYER:

EMPLOYER ADDRESS:

CITY:

ZIP CODE:

INSURANCE INFORMATION:

PRIMARY INSURANCE COMPANY/EAP FIRM:

PHONE:

ID#

GROUP #

AUTHORIZATION #:

PHONE # FOR MENTAL HEALTH (MH), BEHAVIORAL HEALTH (BH), OR CHEMICAL
DEPENDENCY (CD):

NAME OF PRIMARY INSURED PERSON'S EMPLOYER

I hereby authorize Teresa McGrath RN, LMFT to apply for benefits on my behalf for covered services rendered by him. I certify that the insurance I have reported with regard to third party payers is correct. I permit a copy of the authorization to be used in place of the original. This authorization may be revoked by me in writing at any time.

I am aware that cancellations with less than 24 hours notice (exclusive of Sat, Sun., and holidays) may be charged and that my third party payer does not cover these fees.

DATE _____

SIGNATURE _____

By Joseph Winn MSW, LICSW, CST

Using insurance to pay for psychotherapy

Using insurance for medical procedures makes sense. Insurance “products” such as HMO’s, PPO’s, and POS, plans have high premiums and since these costs are taken directly from your earnings why would you not want to utilize this benefit. In addition, many insurance companies, recognizing the benefit of psychotherapy and have expanded their in-network provider panels to include clinicians of various disciplines to provide mental health services to their members. However, there are some drawbacks to using your insurance to pay for the cost of psychotherapy.

The Pros

The benefits of using insurance to pay for therapy generally overshadow the cons. In short, your insurance provider will pay for the majority of your psychotherapy with only the cost of a nominal co-payment, deductible, or both. Some insurance policies may cover ALL of the expense of therapy, at no additional cost to you. Insurance companies generally allow their subscribers a certain number of psychotherapy sessions that do not require a “preauthorization”, or “permitted” therapy sessions.

The Cons

Insurance companies will only authorize services that they believe are “medically necessary”. In order for therapy to be considered “necessary” your therapist must provide a diagnosis to your insurance provider and then the insurance company will decide, NOT you and your clinician, if your benefit will pay for your therapy.

Insurance and confidentiality

Using insurance to pay for psychotherapy compromises your confidentiality. When a therapist provides an insurance company a bill for reimbursement the employees of the insurance company have access to your information, including the bill processor, case manager and customer services representative. While this may not affect you there are several situations where your mental health records can be used against you. If you decide to apply for life insurance all medical records, including behavioral health records, can be requested. Certain diagnosis such as depression and bipolar disorder can result in the rejection of life insurance applications. If you are involved in a court proceeding such as a divorce or a custody hearing your behavioral health records may also be subpoenaed. If the number of authorized sessions is exhausted, you may need to contact the panel and discuss your treatment with a case reviewer to determine if you are eligible for additional sessions. The only information the insurance company has to make their decision is what your therapist provides. The insurance company will make their determination regardless of what you, or your therapist, feels is appropriate. Insurance companies want your treatment to be concluded as quickly as possible and may recommend that you explore psychopharmacology in lieu of psychotherapy.

Insurance companies can randomly request hard copies of behavioral health records. All health care providers in Massachusetts are required by law to maintain records of their appointments with the people they are treating. This legal obligation includes social workers, psychologists, psychiatrists, clinical nurse specialists, and marriage and family therapists as well as licensed mental health counselors, and alcohol and drug counselors. Insurance companies have the legal right to request that health care providers grant access of their subscribers confidential records, often referred to as “audits”, including initial evaluations, diagnostic information, treatment plans and reviews as well as the content of what was discussed in each session.

What Does This Mean For You?

Before entering therapy consider the pros and cons of using your insurance to cover the cost of treatment. Consider the limitations of confidentiality as well as the possible long-term ramifications of using insurance to cover your therapy. Ask yourself it is important for you to decide how long you are in therapy, or if you are OK with a third party making this determination for you. Only you can determine what is right for you and what you are hoping to obtain from entering a therapeutic relationship.

I do want to utilize my insurance benefits for sessions, if applicable

Name

Date

I do NOT wish to utilize my insurance benefits to pay for my sessions

Name

Date

ADULT CHECKLIST OF CONCERNS
TERESA MCGRATH LPC, LMFT
281-620-3849
teresalmcgrath@gmail.com

NAME:

DATE:

Please mark all of the items below that apply, and feel free to add any others at the bottom under “Any other concerns or issues.” You may add a note or details in the space next to the concerns checked.

- I have no problem or concern bringing me here
- Abuse-physical, sexual, emotional, neglect (of children or elderly), cruelty to animals
- Aggression
- Alcohol use
- Anger, hostility, arguing irritability
- Anxiety, nervousness
- Attention, concentration, distractibility
- Career concerns, goals, and choices
- Childhood issues (your own childhood)
- Children, child management child care, parenting
- Codependence
- Confusion
- Compulsions
- Custody of children
- Decision making, indecision, mixed feelings, putting off decisions
- Delusions (false ideas)
- Dependence
- Depression, low mood sadness, crying
- Divorce, separation
- Drug use – prescription meds, over-the-counter meds, street drugs
- Eating problems-concealing, undereating, appetite, vomiting
- Emptiness
- Failure
- Fatigue
- Fears, phobias
- Financial or money troubles, debt, impulsive spending, low income
- Friendships
- Gambling
- Grieving, mourning, deaths, losses, divorce
- Guilt
- Headaches, other kinds of pain
- Illness, or medical problems

Please write a short summary of the problem bringing you in today:

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Limits of the Therapy Relationship: What Clients Should Know

Psychotherapy is a professional service I can provide to you. Because of the nature of therapy, our relationship has to be different from most relationships. It may differ in how long it lasts, in the topics we discuss, or in the goals of our relationship. It must also be limited to the relationship of therapist and client *only*. If we were to interact in any other ways, we would then have a "dual relationship" which would not be right, and may not be legal. The different therapy professions have rules against such relationships to protect us both.

I want to explain why having a dual relationship is not a good idea. Dual relationships can set up conflicts between my own (the therapist's) interests and your (the client's) best interests, and then the client's interests might not be put first. In order to offer all my clients the best care, my judgment needs to be unselfish and professional.

Because I am your therapist, dual relationships like these are improper:

- I cannot be your supervisor, teacher, or evaluator.
- I cannot be a therapist to my own relatives, friends (or the relatives of friends), people I know socially, or business contacts.
- I cannot provide therapy to people I used to know socially, or to former business contacts.
- I cannot have any other kind of business relationship with you besides the therapy itself. For example, I cannot employ you, lend to or borrow from you, or trade or barter your services (things like tutoring, repairing, legal advice, dentistry, etc.) or goods for therapy.
- I cannot give legal, medical, financial, or any other type of professional advice.
- I cannot have any kind of romantic or sexual relationship with a former or current client, or any other people close to a client.

There are important differences between therapy and friendship. As your therapist, I cannot be your friend. Friends may see your position only from their personal viewpoints and experiences. Friends may want to find quick and easy solutions to your problems so that they can feel helpful. These short-term solutions may not be in your long-term best interest. Friends do not usually follow up on their advice to see whether it was useful. They may *need* to have you do what they advise. A therapist offers you choices and helps you choose what is best for you. A therapist helps you learn how to solve problems better and make better decisions. A therapist's responses to your situation are based on tested theories and methods of change. You should also know that therapists are required to keep the identity of their clients secret. Therefore, I may ignore you when we meet in a public place, and I must decline to attend your family's gatherings if you invite me. Lastly, when our therapy is completed, I will not be able to be a friend to you like your other friends.

In sum, my duty as therapist is to care for you and my other clients, but *only* in the professional role of therapist. Please note any questions or concerns on the back of this page so we can discuss them.

HANDOUT 1. Patient handout on limits of the therapy relationship. From *The Paper Office*, p. 84. Copyright 1997 by Edward L. Zuckerman. Permission to photocopy this form is granted to purchasers of *The Paper Office* for personal use only (see copyright page for details).

Clients' Rights in Therapy

Clients generally have the right to:

- Know all about the therapist's experience and training.
- Discuss their therapy with anyone they choose, including another therapist.
- Know all about the terms of therapy, such as its cost, appointment times, privacy issues, and so on.
- Have any therapy procedure or method explained to them before it is used.
- See all the information about them in the therapist's files, or have it shared with another professional or group at their request.
- Ask the therapist about anything about therapy—and, if not satisfied, complain to the therapist's superior, or even file a complaint with the government or the therapist's professional group.
- Read a copy of the therapist's guidelines or rules about practicing therapy, such as the therapist's code of ethics.
- Refuse any test, evaluation, or therapy of any kind.
- If a client is ordered to be evaluated or to come to therapy by a court, however, there may be legal problems when he or she stops treatment.

In this list your rights are described in very brief terms, and this state's laws or rules may give them somewhat differently. If you want more information, please ask me, and we can discuss your actual rights in this state under its current laws and rules.

HANDOUT 6. Second clients' rights form. Adapted from Bennett, Bryant, VandenBos, and Greenwood (1990). Copyright 1990 by the American Psychological Association (APA). Adapted by permission. The APA grants purchasers of *The Paper Office* the right to make photocopies for personal use only. Further use of this material without the express written permission of the APA is strictly prohibited.—From *The Paper Office*, p. 156.

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The Rights of Clients

1. You have the right to decide not to enter therapy with me. If you wish, I will provide you with the names of other good therapists.
2. You have the right to end therapy at any time. The only thing you will have to do is to pay for any treatments you have already had. You may, of course, have problems with other people or agencies if you end therapy—for example, if you have been sent for therapy by a court.
3. You have the right to ask any questions, at any time, about what we do during therapy, and to receive answers that satisfy you. If you wish, I will explain my usual methods to you.
4. You have the right not to allow the use of any therapy technique. If I plan to use any unusual technique, I will tell you and discuss its benefits and risks.
5. You have the right to keep what you tell me private. Generally, no one will learn of our work without your written permission. There are some situations in which I am required by law to reveal some of the things you tell me, even without your permission, and if I do reveal these things I am not required by the law to tell you that I have done so. Here are some of these situations:
 - a. If you seriously threaten to harm another person, I must warn that person and the authorities.
 - b. If a court orders me to testify about you, I must do so.
 - c. If I am testing or treating you under a court order, I must report my findings to the court.
6. If I wish to record a session, I will get your informed consent in writing. You have the right to prevent any such recording.
7. You have the right to review your records in my files at any time, to add to or correct them, and to get copies for other professionals to use.

HANDOUT 5. First clients' rights form. Adapted from Everstine et al. (1980). Copyright 1980 by the American Psychological Association (APA). Adapted by permission. The APA grants purchasers of *The Paper Office* the right to make photocopies for personal use only. Further use of this material without the express written permission of the APA is strictly prohibited.—From *The Paper Office*, p. 155.

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Client Bill of Rights

You have the right to:

- Get respectful treatment that will be helpful to you.
- Have a safe treatment setting, free from sexual, physical, and emotional abuse.
- Report immoral and illegal behavior by a therapist.
- Ask for and get information about the therapist's qualifications, including his or her license, education, training, experience, membership in professional groups, special areas of practice, and limits on practice.
- Have written information, before entering therapy, about fees, method of payment, insurance coverage, number of sessions the therapist thinks will be needed, substitute therapists (in cases of vacation and emergencies), and cancellation policies.
- Refuse audio or video recording of sessions (but you may ask for it if you wish).
- Refuse to answer any question or give any information you choose not to answer or give.
- Know if your therapist will discuss your case with others (for instance, supervisors, consultants, or students).
- Ask that the therapist inform you of your progress.

HANDOUT 7. Third clients' rights form. Adapted from Quinn (n.d.). This document is in the public domain.—From *The Paper Office*, p. 157.

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Consent to Treatment

I acknowledge that I have received, have read (or have had read to me), and understand the "Information for Clients" brochure and/or other information about the therapy I am considering. I have had all my questions answered fully.

I do hereby seek and consent to take part in the treatment by the therapist named below. I understand that developing a treatment plan with this therapist and regularly reviewing our work toward meeting the treatment goals are in my best interest. I agree to play an active role in this process.

I understand that no promises have been made to me as to the results of treatment or of any procedures provided by this therapist.

I am aware that I may stop my treatment with this therapist at any time. The only thing I will still be responsible for is paying for the services I have already received. I understand that I may lose other services or may have to deal with other problems if I stop treatment. (For example, if my treatment has been court-ordered, I will have to answer to the court.)

I know that I must call to cancel an appointment at least 24 hours before the time of the appointment. If I do not cancel or do not show up, I will be charged for that appointment.

I am aware that an agent of my insurance company or other third-party payer may be given information about the type(s), cost(s), date(s), and providers of any services or treatments I receive. I understand that if payment for the services I receive here is not made, the therapist may stop my treatment.

My signature below shows that I understand and agree with all of these statements.

_____ Signature of client (or person acting for client)	_____ Date
_____ Printed name	_____ Relationship to client (if necessary)

I, the therapist, have discussed the issues above with the client (and/or his or her parent, guardian, or other representative). My observations of this person's behavior and responses give me no reason to believe that this person is not fully competent to give informed and willing consent.

_____ Signature of therapist	_____ Date
---------------------------------	---------------

- Copy accepted by client
- Copy kept by therapist

This is a strictly confidential patient medical record. Redisclosure or transfer is expressly prohibited by law.

FORM 12. Form for generic consent to treatment of an adult. From *The Paper Office*, p. 174. Copyright 1997 by Edward L. Zuckerman. Permission to photocopy this form is granted to purchasers of *The Paper Office* for personal use only (see copyright page for details).

What You Should Know about Confidentiality in Therapy

I will treat what you tell me with great care. My professional ethics (that is, my profession's rules about moral matters) and the laws of this state prevent me from telling anyone else what you tell me unless you give me written permission. These rules and laws are the ways our society recognizes and supports the privacy of what we talk about—in other words, the "confidentiality" of therapy. But I cannot promise that everything you tell me will *never* be revealed to someone else. There are some times when the law requires me to tell things to others. There are also some other limits on our confidentiality. We need to discuss these, because I want you to understand clearly what I can and cannot keep confidential. You need to know about these rules now, so that you don't tell me something as a "secret" that I cannot keep secret. These are very important issues, so please read these pages carefully and keep this copy. At our next meeting, we can discuss any questions you might have.

1. **When you or other persons are in physical danger**, the law requires me to tell others about it. Specifically:
 - a. If I come to believe that you are threatening serious harm to another person, I am required to try to protect that person. I may have to tell the person and the police, or perhaps try to have you put in a hospital.
 - b. If you seriously threaten or act in a way that is very likely to harm yourself, I may have to seek a hospital for you, or to call on your family members or others who can help protect you. If such a situation does come up, I will fully discuss the situation with you before I do anything, unless there is a very strong reason not to.
 - c. In an emergency where your life or health is in danger, and I cannot get your consent, I may give another professional some information to protect your life. I will try to get your permission first, and I will discuss this with you as soon as possible afterwards.
 - d. If I believe or suspect that you are abusing a child, an elderly person, or a disabled person I must file a report with a state agency. To "abuse" means to neglect, hurt, or sexually molest another person. I do not have any legal power to investigate the situation to find out all the facts. The state agency will investigate. If this might be your situation, we should discuss the legal aspects in detail before you tell me anything about these topics. You may also want to talk to your lawyer.

In any of these situations, I would reveal only the information that is needed to protect you or the other person. I would not tell everything you have told me.

2. In general, **if you become involved in a court case or proceeding**, you can prevent me from testifying in court about what you have told me. This is called "privilege," and it is your choice to prevent me from testifying or to allow me to do so. However, there are some situations where a judge or court may require me to testify:
 - a. In child custody or adoption proceedings, where your fitness as a parent is questioned or in doubt.

(cont.)

HANDOUT 8. Patient handout on the limits of confidentiality (p. 1 of 3). From *The Paper Office*, pp. 301– 303. Copyright 1997 by Edward L. Zuckerman. Permission to photocopy this form is granted to purchasers of *The Paper Office* for personal use only (see copyright page for details).

- b. In cases where your emotional or mental condition is important information for a court's decision.
- c. During a malpractice case or an investigation of me or another therapist by a professional group.
- d. In a civil commitment hearing to decide if you will be admitted to a psychiatric hospital.
- e. When you are seeing me for court-ordered evaluations or treatment. In this case we need to discuss confidentiality fully, because you don't have to tell me what you don't want the court to find out through my report.

3. There are a few other things you must know about confidentiality and your treatment:

- a. I may sometimes consult (talk) with another professional about your treatment. This other person is also required by professional ethics to keep your information confidential. Likewise, when I am out of town or unavailable, another therapist will be available to help my clients. I must give him or her some information about my clients, like you.
- b. I am required to keep records of your treatment, such as the notes I take when we meet. You have a right to review these records with me. If something in the record might seriously upset you, I may leave it out, but I will fully explain my reasons to you.

4. Here is what you need to know about confidentiality **in regard to insurance and money matters:**

- a. If you use your health insurance to pay a part of my fees, insurance companies require some information about our therapy. Insurers such as Blue Cross/Blue Shield or other companies usually want only your diagnosis, my fee, the dates we met, and sometimes a treatment plan. Managed care organizations, however, ask for much more information about you and your symptoms, as well as a detailed treatment plan.
- b. I usually give you my bill with any other forms needed, and ask you to send these to your insurance company to file a claim for your benefits. That way, you can see what the company will know about our therapy. It is against the law for insurers to release information about our office visits to anyone without your written permission. Although I believe the insurance company will act morally and legally, I cannot control who sees this information at the insurer's office. You cannot be required to release more information just to get payments.
- c. If you have been sent to me by your employer or your employer's Employee Assistance Program, either one may require some information. Again, I believe that employers and companies will act morally and legally, but I cannot control who sees this information at their offices. If this is your situation, let us fully discuss my agreement with your employer or the program before we talk further.
- d. If your account with me is unpaid and we have not arranged a payment plan, I can use legal means to get paid. The only information I will give to the court, a collection agency, or a lawyer will be your name and address, the dates we met for professional services, and the amount due to me.

5. **Children and families create some special confidentiality questions.**

- a. When I treat children under the age of about 12, I must tell their parents or guardians whatever they ask me. As children grow more able to understand and choose, they assume legal rights. For those between the ages of 12 and 18, most of the details in things they tell me will be treated as confidential. However, parents or guardians do have the right to *general* information, including how therapy is

(cont.)

going. They need to be able to make well-informed decisions about therapy. I may also have to tell parents or guardians some information about other family members that I am told. This is especially true if these others' actions put them or others in any danger.

- b. In cases where I treat several members of a family (parents and children or other relatives), the confidentiality situation can become very complicated. I may have different duties toward different family members. At the start of our treatment, we must all have a clear understanding of our purposes and my role. Then we can be clear about any limits on confidentiality that may exist.
- c. If you tell me something your spouse does not know, and not knowing this could harm him or her, I cannot promise to keep it confidential. I will work with you to decide on the best long-term way to handle situations like this.
- d. If you and your spouse have a custody dispute, or a court custody hearing is coming up, I will need to know about it. My professional ethics prevent me from doing both therapy and custody evaluations.
- e. If you are seeing me for marriage counseling, you must agree at the start of treatment that if you eventually decide to divorce, you will not request my testimony for either side. The court, however, may order me to testify.
- f. At the start of family treatment, we must also specify which members of the family must sign a release form for the common record I create in the therapy or therapies. (See point 7b, below.)

6. Confidentiality in group therapy is also a special situation.

In group therapy, the other members of the group are not therapists. They do not have the same ethics and laws that I have to work under. You cannot be certain that they will always keep what you say in the group confidential.

7. Finally, here are a few other points:

- a. I will not record our therapy sessions on audiotape or videotape without your written permission.
- b. If you want me to send information about our therapy to someone else, you must sign a "release-of-records" form. I have copies which you can see so you will know what is involved.
- c. Any information that you also share outside of therapy, willingly and publicly, will not be considered protected or confidential by a court.

The laws and rules on confidentiality are complicated. Situations that are not mentioned here come up only rarely in my practice. Please bear in mind that I am not able to give you legal advice. If you have special or unusual concerns, and so need special advice, I strongly suggest that you talk to a lawyer to protect your interests legally.

The signatures here show that we each have read, discussed, understand, and agree to abide by the points presented above.

Signature of client (or person acting for client)	Date
Printed name	
Signature of therapist	Date

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BENEFIT VERIFICATION DISCLAIMER

Quote of benefits are not a guarantee of payment. Final payment determination will be made upon processing of claims. All claims will be subject to the provisions and exclusions of each individual policy.

As a courtesy, our billers make every attempt to verify coverage details prior to services, however this does not suffice as the sole verification of benefits, as it is patient responsibility to know their benefit details according to the patient benefit booklet received upon initial coverage.

Patient Signature

Date