

**David Woodsfellow, Ph.D.**  
**Licensed Psychologist**

**PSYCHOTHERAPY AGREEMENT**

Welcome to my practice. Here is some information to help you understand how my therapy works. Please read it carefully. If this Psychotherapy Agreement is acceptable to both of you, please sign the last page. If you have any questions, let's discuss them at our next meeting.

**PSYCHOTHERAPY**

Psychotherapy is not easily described in general statements. It varies depending on the particular problems the clients bring, the training of the therapist, and the personalities of the clients and the therapist. Psychotherapy requires hard work on your part. In order to be successful, you will have to put a lot of effort into your sessions and the time between sessions.

Psychotherapy has both benefits and risks. Research has shown that two-thirds to three-quarters of clients find therapy quite helpful. Psychotherapy often leads to a significant reduction of distress, better relationships, and resolution of specific problems. I hope you will experience better communication, greater success with difficult issues, and a greater sense of teamwork. Unfortunately, since psychotherapy is not an exact science, there can be no guarantees about what your experience will be.

The risks of psychotherapy include feelings of frustration, fear, anger, and sadness. You may have to talk about things that are difficult to discuss. We may need to discuss unpleasant aspects of your situation and your life history. You may have new insights about yourself and others that may feel uncomfortable.

You may be asked to make changes in your habitual ways of doing things – and this may feel difficult at first.

**STARTING THERAPY**

Research has shown that the most important predictor of therapy success is a good working relationship between clients and therapist. For this reason, in our first few sessions, we should all collaborate to find ways to work well together. I will show you my style of therapy and answer any questions you may have about me. I will give you my initial impressions of what your therapy will involve. Also, if you would like, I will direct you to written materials that describe my approach to couples therapy.

Please let me know what makes you comfortable and uncomfortable. We need to work together to establish good teamwork, just like in any relationship. Since therapy involves a large commitment of time, money, and energy, this is an important task to do well.

The first meeting was with the two of you together. In the next session or two, I will meet with each of you separately. Please keep in mind that I don't keep secrets between the two of you. When I meet with the two of you together again, I will give you feedback about your situation, including your strengths and the challenges you face. I will make very specific recommendations about what you can do to overcome your problems. Together, we will formulate specific goals for your couples therapy and plans for how to achieve them. Most couples start with weekly appointments; some start with biweekly appointments.

I have found that I can help you best if you each are:

- Able to plan and keep regular weekly or biweekly appointments.
- Willing and able to set agendas for therapy sessions.
- Willing to acknowledge your own contribution to the difficulties.
- Willing to make changes in the way you talk and the things you do.
- Willing to discuss things in therapy before taking unilateral action.

**MEETINGS**

I always use double-length therapy sessions of 90 minutes – usually every week or every other week. For couples therapy, I have found these double sessions to be much more helpful than the 45-minute sessions used in individual therapy. These longer sessions give you much more time to make progress, bring matters to resolution, and feel like you have made a step forward.

Sometimes I use more extended half-day or whole-day sessions. Depending on your situation and schedule, I will let you know if I think these would be helpful.

Together, we will choose the best possible day and time for your appointments, given our different schedules. Usually, we will plan to meet on the same day and time. This will be our "standing appointment." I will save this time for you, and we will all plan our schedules to minimize conflicts with this time. If your schedules require some other arrangement, please discuss this with me.

For couples appointments, if one of you is late, we wait until you both are here. I do not meet with either one of you separately when we had planned a couples appointment. If one of you cannot attend an appointment, we will have to reschedule for a time that works for both of you.

### **CANCELLATIONS AND RESCHEDULING**

My cancellation policy has three parts:

1. When any one of us needs to change an appointment, we each agree to give the others as much notice as possible.
2. If you change an appointment with less than one weeks notice, you will have to pay my full fee for that time (because that time was saved for you).
3. If I change an appointment with less than one weeks notice, I will pay you my full fee for that time (because you also saved that time).

This "one weeks notice" policy applies regardless of reason for the cancellation. The only exceptions are situations that require immediate medical attention, funerals, and deaths in the family. There is no charge in these circumstances. However, there are other circumstances that do result in a charge, even though you had no control over them. These include last-minute business meetings, car breakdowns, minor illnesses, babysitters who don't show up, airplanes that don't arrive on time, and similar difficulties. I empathize with these problems, and sometimes have them myself. Nonetheless, if they cause me to cancel an appointment with less than one weeks notice, I will pay you my full fee. And if they cause you to cancel an appointment with less than one weeks notice, you will have to pay my full fee for that time.

### **PHASES OF THERAPY**

Most of the time, successful couples therapy has four phases. The length of these phases depends on your situation, but approximate times and frequencies are:

Assessment	3-4 sessions	Weekly
Working phase	4-12 sessions	Weekly, then biweekly
Ending phase	2-6 sessions	Monthly
Follow-up phase	2-4 sessions	Semi-annually

Some couples, whose problems are smaller and more focused, may need fewer sessions than what is listed. Others couples, whose problems are more intense, may need more sessions.

Remember, you are NOT committing yourself to any number of sessions at this time. The choice of how long to continue your therapy remains yours. This information about phases of therapy is included so that you can understand how I usually work, and how couples therapy usually goes. At the end of the Assessment we will discuss whether to have additional meetings and, if so, how many more.

### **VIDEOTAPE RECORDING**

I often videotape couples therapy sessions. This will only be done with your knowledge, permission, and understanding of why we are taping. I never do any taping in secret. You'll always know whenever we are taping.

We videotape therapy sessions so that, when I think it would be helpful, all three of us will be able to review parts of your session. It is often very helpful to observe yourselves like this. It lets you see what's going wrong – and think about what you need to do differently. These videotapes are routinely erased after each session.

## **PROBLEMS WITH THERAPY**

If you have questions or problems with any part of your therapy, please bring these to my attention in session as soon as possible. It is essential that we talk about your concerns, explore them and resolve them. Our teamwork depends on it, and the success of your therapy depends on it.

Sometimes, I may be able to modify my procedures so they will work better for you. Sometimes, greater explanation will help you understand why I do certain things and why those things may be helpful. Sometimes, the problem you are having with therapy may be very similar to the problem you are having in your relationship. This can be a perfect opportunity for you to learn, grow, and change – although it may feel difficult at the time. You may discover something new about yourself that will help you break-through an important problem in your relationship.

I will consistently encourage you to talk about your concerns, problems and difficulties so that we can resolve them. I believe this kind of discussion is crucial in the therapeutic relationship between us – and I believe it is crucial in your relationship with each other. However, if your doubts, concerns, or problems about therapy persist, I am willing to refer you to another therapist with whom you may be more comfortable.

## **TERMINATING THE WORKING PHASE OF THERAPY**

When you feel like terminating the Working phase of your therapy, I would like you to mention this at the beginning of a session.

We will then plan your final session(s) so that you can continue the positive changes you have made. This may be a good time to complete another relationship questionnaire so you can have a measure of your progress. To finish your therapy work, we usually discuss your reasons for terminating, any unresolved issues, your original goals, assessment of progress, statement of remaining concerns, plans for continuing your progress, and similar matters.

## **FOLLOW-UP AND ONGOING SUPPORT**

The Ending phase meetings are one month apart. These meetings are designed to help you be confident in your ability to continue the changes you have made in your therapy. They also serve as checkpoints to make sure that you are maintaining the progress you have made. We will have two to six of these meetings, depending on how you are doing.

When you know that things are going well on your own, we then schedule Follow-up meetings at six-month intervals for the next two years. Research has shown that the first two years are a critical time for backsliding – or maintaining your progress. If you can maintain your new improvements for these two years, they are probably yours “for keeps.”

Many couples like to have me as a resource whenever they feel the need for support in their relationship. I will be glad to arrange whatever ongoing support would be most helpful to the two of you.

## **FEES AND PAYMENT**

My fee for an extended, double-length 90-minute therapy session is \$600 per couple. You will be expected to pay for each session at the time it is held. You may pay by check, credit card, or cash. If you are unable to afford my fee, please discuss this with me. I may be able to arrange a referral that will allow you to get the help you need at a price you can afford.

## **INSURANCE REIMBURSEMENT**

Most health insurance provides some coverage for family therapy and out-of-network providers. This means, if you have the option of choosing your own doctor, you may be partially reimbursed for my services because I am a licensed psychologist. If you would like, each session I will provide you with a form you can file with your insurance company. However, I do not file forms for you. You – not your insurance company – are responsible for full payment of my fees.

If you submit claims to your insurance company, a clinical diagnosis will be required. This information will become part of your insurance company's records. All insurance companies say that they keep such information confidential, but once any information is in their hands, I cannot control what they do with it. If your insurance company should request additional information from me, I will contact you before I respond to your insurance company so that we can discuss their request and how you would like me to proceed.

## **OTHER PROFESSIONAL SERVICES**

In the rare instance that you should need professional services other than psychotherapy, it is my practice to charge an hourly fee of \$400. Such services might include report writing, lengthy telephone conversations, meetings or consultations, preparation of records, and/or treatment summaries. If you should need me to photocopy your records to send to another professional, the then-current fees from the Official Code of Georgia will be charged.

In the rare circumstance that you become involved in litigation that requires my participation, you will be expected to pay for my professional time, even if I am compelled to testify by another party. Because of the complexity and difficulty of legal involvement, I charge \$600 per hour for preparation for any legal proceeding and \$600 per hour, door-to-door, for attendance at any legal proceeding. Fees for these professional services will be agreed upon at the time these services are requested. You will have to give me a retainer of \$6,000 prior to my beginning any legal-related professional services. If less than 10 hours of time is involved, I will refund the balance when my involvement is complete.

## **CONTACTING ME**

I am usually in my office between 10:00 a.m. and 6:00 p.m. However, I do not come to the telephone when I am with clients. Sometimes my wife and colleague, Deborah Woodsfellow, or our client care coordinator, Jennifer Friedman, may be available to answer the phone. At other times, you may leave a message on our confidential voicemail. If I am unavailable for an extended time, I will provide you with the name of a trusted colleague whom you can contact as needed.

When leaving a message for me, please leave your phone number and a few times when I can reach you. I will make every effort to return your call the same day, except for weekends and holidays.

In an emergency, please call your family physician or go to the nearest emergency room. At the hospital, ask for the psychiatrist on call. Leave me a message when you can. I will return your call as soon as I receive your message, but on weekends and holidays I may not receive your message until the next business day.

## **DIGITAL POLICY**

I prefer to schedule appointments by telephone and voicemail. Email is less preferred because exchanging correspondence with me via ordinary email is not secure or confidential. Emails sent to me from the forms on my website are transmitted securely and confidentially. If you choose to communicate with me by ordinary email, be aware that emails are retained in the logs of your and my Internet service providers.

I use email only to arrange or modify appointments. Please do not email me any information related to the content of your therapy sessions because engaging with me this way could compromise your confidentiality. It may also create the possibility that these exchanges become a part of your legal medical record that will need to be documented and archived. If you need to contact me between sessions, the best way to do so is by phone.

Please do not use text messages or social networking sites like LinkedIn to contact me. These sites are not secure and I may not read these messages in a timely fashion. Once we have established a client/therapist relationship, please do not engage with me on any online public domain.

I do not accept any social networking requests from current or former clients. I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can discuss your concerns.

## **PROFESSIONAL RECORDS**

The standards of my profession require that I keep appropriate treatment records. If you both release them, I will provide both of you with a copy of your records or a summary. Because these are professional records, they can be misinterpreted and possibly upsetting. If you wish to see your records, I recommend you review them with me so we can discuss what they contain.

## **CONFIDENTIALITY**

To release information about your couples therapy, I need to have written releases from both of you. In general, the law protects the confidentiality of all communications between clients and psychologist. I only release information about our

work with both of your written releases. Clients often give me releases to talk to their individual therapists, and/or previous therapists. This helps me to coordinate your couples therapy and be most helpful to you.

Conceivably, one of you might think that my testimony would be helpful to you in a legal proceeding, such as a divorce. Please remember, my testimony would require written releases from both of you. So far, in twenty-five years of practice, every time this has happened, one client gave a release but the other did not – therefore I have never had to testify in a divorce proceeding.

In most judicial proceedings, you have the right to prevent me from providing information about your treatment. Unless both of you consent to a release, I am not allowed to release information about your treatment. Therefore either one of you can stop such a release of information.

I have been informed by counsel that in circumstances such as child custody proceedings (and proceedings in which your mental health is an important element) it is conceivable that a judge might require my testimony, in spite of your non-consent and my repeated legal objections on the basis of confidentiality. Of course, I would do my best to prevent this. And, let me add, nothing like this has never happened in my twenty-five years of practice.

There are also a few situations in which I am legally required to protect someone, even if that involves revealing some information about a client's treatment:

1. If I believe that a child, elderly or disabled person is being abused, I may be required by law to file a report with the appropriate state agency.
2. If I believe that a client of mine is threatening serious bodily harm to another person, I may be required to take protective action. This may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization.
3. If a client of mine threatens to harm him/herself, I may be required to seek hospitalization for that client, or contact family members or others who can help provide protection.

These situations have rarely arisen in my practice. Should such a situation occur, I would make every effort to discuss it fully with you before taking any action.

Occasionally, I find it helpful to consult with other professionals about a situation in therapy. In these consultations, I avoid revealing the identity of my clients.

## **DISCLAIMERS**

While I have taken training in Imago Relationship Therapy, I want you to know that I am completely independent in providing you with clinical services, and I alone am fully responsible for those services. The Institute for Imago Relationship Therapy or its agents have no responsibility for the services you receive.

While I have taken training in Mars Venus Counseling, I want you to know that I am completely independent in providing you with clinical services, and I alone am fully responsible for those services. The Mars Venus Institute and its agents have no responsibility for the services you receive.

While I have taken training in the Gottman Method of couples therapy, I want you to know that I am completely independent in providing you with clinical services, and I alone am fully responsible for those services. The Gottman Institute and its agents have no responsibility for the services you receive.

While I have taken training in the Relational Empowerment Therapy, I want you to know that I am completely independent in providing you with clinical services, and I alone am fully responsible for those services. The Relational Life Institute and its agents have no responsibility for the services you receive.

While I have taken training in the Emotionally Focused Therapy, I want you to know that I am completely independent in providing you with clinical services, and I alone am fully responsible for those services. The International Centre for Excellence in Emotionally Focused Therapy and its agents have no responsibility for the services you receive.

**IN CONCLUSION**

I want to say, again, that I am honored that you have chosen me as your couples therapist. I will do everything I can to help you move forward, solve your problems, and be happy again.

**AGREEMENT**

My signatures below indicates that I have read the information in this document and I agree to these guidelines for our professional relationship.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Your Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Your Name

**David Woodsfellow, PhD**  
**GEORGIA NOTICE FORM**

**Notice of Psychologist's Policies and Practices  
To Protect the Privacy of Your Health Information**

This notice describes how psychological information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

**I. Uses and Disclosures for Treatment, Payment, and Health Care Operations**

I may use or disclose your *protected health information (PHI)*, for *treatment, payment, and health care operations* purposes with your consent. To help clarify these terms, here are some definitions:

- “*PHI*” refers to information in your health record that could identify you.
- “*Treatment, Payment and Health Care Operations*”
  - *Treatment* is when I provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist.
  - *Payment* is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
  - *Health Care Operations* are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- “*Use*” applies only to activities within my [office, clinic, practice group, etc.] such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “*Disclosure*” applies to activities outside of my [office, clinic, practice group, etc.], such as releasing, transferring, or providing access to information about you to other parties.

**II. Uses and Disclosures Requiring Authorization**

I may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. An “*authorization*” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment or health care operations, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before releasing your Psychotherapy Notes. “*Psychotherapy Notes*” are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or Psychotherapy Notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

**III. Uses and Disclosures with Neither Consent nor Authorization**

I may use or disclose PHI without your consent or authorization in the following circumstances:

- *Child Abuse* – If I have reasonable cause to believe that a child has been abused, I must report that belief to the appropriate authority.
- *Adult and Domestic Abuse* – If I have reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, I must report that belief to the appropriate authority.
- *Health Oversight Activities* – If I am the subject of an inquiry by the Georgia Board of Psychological Examiners, I may be required to disclose protected health information regarding you in proceedings before the Board.
- *Judicial and Administrative Proceedings* – If you are involved in a court proceeding and a request is made about the professional services I provided you or the records thereof, such information is privileged under state law, and I will not release information

without your written consent or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.

- *Serious Threat to Health or Safety* – If I determine, or pursuant to the standards of my profession should determine, that you present a serious danger of violence to yourself or another, I may disclose information in order to provide protection against such danger for you or the intended victim.
- *Worker's Compensation* – I may disclose protected health information regarding you as authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

#### **IV. Patient's Rights and Psychologist's Duties**

##### **Patient's Rights:**

- *Right to Request Restrictions* – You have the right to request restrictions on certain uses and disclosures of protected health information. However, I am not required to agree to a restriction you request.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. On your request, I will send your bills to another address.)
- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.
- *Right to Amend* – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I will discuss with you the details of the amendment process.
- *Right to an Accounting* – You generally have the right to receive an accounting of disclosures of PHI. On your request, I will discuss with you the details of the accounting process.
- *Right to a Paper Copy* – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

##### **Psychologist's Duties:**

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will mail you a copy of the changes to the last address I have for you.

#### **V. Questions and Complaints**

If you have questions about this notice, disagree with a decision I make about access to your records, or have other concerns about your privacy rights, you may contact David Woodsfellow, PhD, Director, The Woodsfellow Institute for Couples Therapy, 404-325-3401.

If you believe that your privacy rights have been violated and wish to file a complaint with me, you may send your written complaint to David Woodsfellow, PhD, Director, The Woodsfellow Institute for Couples Therapy, 2801 Buford Hwy NE, Suite 295, Atlanta, GA 30329, or via email at woodsfellow@bellsouth.net

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.

You have specific rights under the Privacy Rule. I will not retaliate against you for exercising your right to file a complaint.

#### **VI. Effective Date, Restrictions, and Changes to Privacy Policy**

This notice will go into effect April 14, 2003.

I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. I will provide you with a revised notice by mail at the last known address I have for you in my records.

GEORGIA NOTICE SIGNATURE PAGE

My signature acknowledges that I have received a copy of the GEORGIA NOTICE. This notice details the policies that protect the privacy of my personal health information. I understand that I may ask questions and discuss any concerns that I might have regarding these policies and practices with Dr. David Woodsfellow.

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patient's Printed Name

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patient's Printed Name

\_\_\_\_\_  
David Woodsfellow, Ph.D.

\_\_\_\_\_  
Date