



Rana Dimmig, MSS, MLSP, LSW
610-427-0619
ranadimmig@gmail.com

Tom Givler, BS
484-577-1394
tgivler@windstream.net

Welcome to our practice. This document (the Agreement) contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPPA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment, and health care operations. The Notice, which is attached to this agreement, explains HIPAA and its application to your personal health information in greater detail, and our practice is in general accordance with HIPAA policies. The law requires that we obtain your signature acknowledging that we have provided you with this information at the end of this session.

Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on us unless we have taken action in reliance on it or if you have not satisfied any financial obligations you have incurred.

SUPERVISED VISITATION

Supervised visitation is a process aimed at helping children be and feel safe with their parents. It is our goal to create a neutral setting where each party can be treated with equal respect for the best interest of their children. As a client of our practice, you have certain rights and responsibilities that are important for you to know about. There are also legal limitations to those rights that you should be aware of. We, as your monitors, have corresponding responsibilities to you. These respective rights are described in the following section.

Supervised visitation has both benefits and risks. Risks sometimes include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness. Supervised visitation often requires discussing unpleasant aspects of your life, as well as putting trust in a stranger to help you during a difficult transition. However, supervised visitation has been shown to have benefits for individuals who undertake it. Supervised visitation can lead to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress, and resolutions to specific problems. But, there are no guarantees about what will happen. Supervised visitation requires a very active effort on your part.

The first sessions will involve a comprehensive evaluation of your needs. We will discuss your custody goals and create a personalized, initial plan for visitation, if you decide to continue. You should evaluate this information as well as your own assessment about when you feel comfortable working with us. Supervised visitation involves a large commitment

of time, money, and energy, so you should be very careful about the provider you select. If you have questions about our procedures, we should discuss them whenever they arise.

Your monitor will be present at all times during your visit. All contact will take place in the sight and hearing of the monitor at all times. It is our policy to stagger arrival and departure times to protect all parties. Please adhere to the arrival and departure times your monitor assigns you. Custodial and visiting parents will adhere to their monitor's guidance at exchange and during scheduled visitation. Non-compliance with guidelines or challenging the authority of the monitor may lead to termination of services at the discretion of the monitor. Visitation will be canceled if a parent is suspected of being under the influence of alcohol or non-prescription drugs. Parents and child/children must speak English unless otherwise specified during visitation and must speak loud enough for monitor to hear. Family members or friends authorized by the court to participate in visitation may attend visitation with prior knowledge and approval of your monitor must comply with guidelines.

Rules of Conduct

The following is prohibited during visitation:

1. Inappropriate demands for physical contact, foul language, shouting, threats of violence or abuse, attempts to move child/children out of sight or hearing of monitor.
2. Passing of correspondence or messages to the other parent (such as regarding legal matters) through child/children or monitor.
3. Using the visitation for the service of court documents.
4. Sharing of detailed court information or court documents with the child/children and/or making of promises about future living arrangements, time sharing or visitation modifications. Visit discussions should focus on the present to avoid pressure and/or disappointment.
5. Speaking negatively about the other parent, his or her family or designee in front of the child/children and/or questions about the other parent's whereabouts or activities.
6. Taking photographs of the child/children without prior written consent from custodial parent.
7. Permanent alterations of child/children during visitation without prior written consent of custodial parent.
Alteration includes but is not limited to haircuts, tattoos, body or ear piercing.
8. Smoking in the presence of the child/children or monitor.
9. Weapons or any articles that could be used a weapon at site of visitation.
10. Contact or confrontation between parents during exchange or visitation.

APPOINTMENTS

We strive to be available to meet your needs. Our office has no set operating hours. We will work to accommodate your time restrictions. Visits are scheduled according to your court order and our availability. Sessions can be held at our facility at 46 South Chestnut Street, Boyertown, PA, or in the community, based on your court order. It is our policy not to conduct visits in your home. Unless otherwise agreed upon by the monitor, all visits are initially conducted within our office so that we may assure safety. No one may attend a visitation appointment without prior agreement of the supervision monitor and all parties involved.

CANCELLATION

Visitation is most beneficial when meeting times are regular and consistent. The time scheduled for you appointment is assigned to you and you alone. **IF you need to cancel or reschedule a session, it is required that you provide more than 24 hours notice. If you miss a session without cancelling, or cancel with less than 24 hours notice, you must pay our standard fee for the missed session.** In addition, you are responsible for coming to your session on time scheduled. If

you are late, your appointment will still need to end on time. If you will be late, please notify us as soon as possible. Should you not arrive within twenty minutes of your scheduled arrival time, your visit will be canceled and all fees will be payable by the party who did not keep the appointment.

FEES, BILLING, AND PAYMENT

Our fee for supervised visitation is \$35 per hour. Fees are payable at times of service unless alternative arrangements have been arranged. Fees will be reevaluated periodically. Legal fees are not billable to insurance companies and will be charged to the patient directly (eg. Court reports, court appearances). Should a balance accrue and no payment is received, we reserve the right to seek remuneration by any means legally possible including, but not limited to, the retention of a collection agency. Fees may be paid in cash, by check, or by credit card. There will be a \$25 fee for any returned checks. Should three checks be returned, all future fees must be paid in cash, at our discretion.

PROFESSIONAL RECORDS

We are required to keep appropriate records of the services that we provide. Although we may be party to discussions of sensitive and private information, normally very brief records are kept noting that you have been here, what was done in session, and a mention of the topics discussed. You have the right to a copy of your file at any time. You have the right to request that a copy of your file be made available to any other health care provider at your written request. Your records are maintained in a secure location.

CONFIDENTIALITY

If ordered by the court to participate in supervised visitation, a release of information will be signed releasing your monitor to report his/her observations, diagnosis, opinion, and suggestions/recommendation, in writing or by testimony to the court. By signing this agreement, you indicate that you understand that all of your communications become part of the clinical record.

The confidentiality of all communications between a client and a therapist is generally protected by law and I, as your therapist, cannot and will not tell anyone else what you have discussed or even that you are in therapy without your written permission. In most situations, I can only release information about your treatment requirements imposed by HIPAA.

There are, however, several exceptions in which I am legally bound to take action even though that requires revealing some information about a patient's treatment if at all possible. I will make every attempt to inform you when these will have to be put into effect. The legal exceptions to confidentiality include, but are not limited, to the following:

1. If there is good reason to believe you are threatening serious bodily harm to yourself or others. If I believe a client is threatening serious bodily harm to another, I may be required to take protective actions, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization. If a client threatens harm to him/herself or another, I may be required to seek hospitalization for the client, or to contact family members or others who can provide protection.
2. If there is good reason to suspect, or evidence of, abuse and/or neglect towards children, the elderly or disabled persons. In such a situation, I am required by law to file a report with the appropriate state agency.
3. In response to a court order or where otherwise required by law. In cases that are court ordered, I may be called to testify as to what has occurred in court ordered counseling. Please be aware that all communication in court ordered cases are subject to my preparation of a report or testimony as defined in the court order. We will review your court order together so as to best understand your specific case and the impact court involvement will have on our therapeutic relationship with regards to confidentiality.

4. To the extent necessary, to make a claim on a delinquent account via a collection agency.
5. To the extent necessary, for emergency medical care to be rendered.

Finally, there are times when I find it beneficial to consult with colleagues as part of my practice for mutual professional consultation. Your name and unique identifying characteristics will not be disclosed. The consultant is also legally bound to keep the information confidential.

CONTACTING US

We are often not immediately available by telephone. We do not answer the phone when we are with a client, and we are not always in the office during normal business hours. If you need to reach us between sessions, or in an emergency, you have the right to a timely response. You may leave a message on our confidential voicemail at any time and your call will be returned as soon as possible or by the next business day under normal circumstances. We do check our voicemail every night and on weekends. Please make sure to inform us of the nature of the emergency and a number where we may reach you and we will make every attempt to get in touch with you as soon as possible. It remains your responsibility to take care of yourself until such time as we can talk. If you feel unable to keep yourself safe, call 911 and go to your nearest emergency room. We will make every attempt to inform you in advance of any planned absences, and provide you with a name and phone number of the person covering the practice.

OTHER RIGHTS

If you are unhappy with what is happening in visitation, we hope you'll talk with us so that we can respond to your concerns. Such concerns will be taken seriously and with care and respect. You may also request that we refer you to another provider and are free to end services with us at any time.

You have the right to considerate, safe, and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment.

You have the right to ask questions about any aspect of the therapy and about our specific training and experience. You have the right to expect that we will not have social or sexual relationships with clients or former clients.

Your monitor will only convey information between parents regarding child/children's medical needs and/or visitation and exchanges. Unless medically authorized or prohibited, dietary requests are not monitored or enforced. Custodial and visiting parents are required to meet the needs of child/children during visitation times (ie, bring diaper bag, baby food, changes of clothes, etc). Monitor has emergency procedures and security measures in case of abduction.

CONSENT TO SUPERVISED VISITATION

Your signature below indicates that you have read this agreement and agree to its terms. It also serves as an acknowledgement that you have received the HIPAA Notice Form described above.

SIGNATURE OF CLIENT (if over 14, parent/guardian if under 14)

DATE

PRINT NAME

DATE OF BIRTH

RELATIONSHIP TO CLIENT