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**Therapeutic Services Agreement for DBT  
for the Clients of Martha Durham, Ph.D.**

This document contains important information about my professional service and the business policies of this practice. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. Once you sign this, it will constitute a binding agreement between us.

**Psychological Services**

Psychotherapy is not easily described in general statements. There are usually a number of different approaches, which can be utilized to address a client's problems. I primarily practice from a cognitive-behavioral orientation, which means that I tend to focus on identifying and changing problematic thoughts, beliefs, and behaviors that occur in the present. Unlike visiting a medical doctor, psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy has both benefits and risks. Risks sometimes include experiencing uncomfortable feelings such as sadness, guilt, anxiety, anger, frustration, loneliness, and helplessness. Psychotherapy often requires discussing unpleasant aspects of your life. However, it has also been shown that psychotherapy typically has benefits for people who undertake it. Often, therapy ultimately leads to a significant reduction in feelings of distress, better relationships, and resolutions of specific problems. But there are no guarantees about what will happen.

You are entering a treatment program using a model of therapy called **Dialectical Behavior Therapy (DBT)**. This therapy was originally developed to help women with extreme emotion dysregulation problems, and the resulting problems in living, including suicidal thoughts and behaviors. It has been empirically demonstrated to reduce suicidal behavior, inpatient hospitalizations, and anger, as well as improve social adjustment. You have been recommended to this program because you are having problems with emotion dysregulation, and it has been determined that DBT is likely to be useful to you. Again, however, there are no guarantees.

Over the course of therapy, specific problems will be targeted and monitored for progress. Continuation of therapy and renewal of this contract will be contingent upon progress being made in targeted areas. If no progress has been made at the end of our contracted time, I will assume that this therapy has failed in its ability to be useful to you. At that time, I will facilitate the transfer of your care to another therapist and another treatment approach.

**Meetings**

My normal practice is to conduct an evaluation, which will last from 2 to 3 sessions. During this time, we can both decide whether I am the best person to provide the services, which you need in order to meet your

treatment objectives. If psychotherapy is begun, I will usually schedule one session per week at a mutually agreed upon time, although sometimes sessions will be more or less frequent. Sessions will be scheduled to last 45-50 minutes, although sometimes I will schedule shorter or longer sessions, depending on what is appropriate for current treatment goals. Once your regular appointment time is scheduled, you will be expected to attend unless you provide at least 24 hours notice of cancellation. If you cancel within 24 hours, or do not provide any cancellation notice, you will be charged a \$45 cancellation fee, which is not payable by any third party payers (e.g., insurance companies). This fee will be assessed unless we both agree that you were unable to attend due to circumstance beyond your control.

Psychotherapy cannot be effective without your regular attendance at therapy sessions. In addition, it is unethical for me to continue therapy with you if you are not making reasonable progress toward therapeutic goals. Consequently, you are expected to attend all scheduled therapy sessions. This is generally easiest if we are able to find a day and time at which you can attend therapy every week. If you must cancel an appointment, the appointment may be rescheduled within a few days if it is convenient for both of us. However, be aware that my schedule rarely permits this, and most often the next available time will be your next regular appointment time.

Therapy will be considered at an end, and your file will be closed, if you fail to attend therapy for more than three weeks in a row (if we are meeting weekly) or miss three scheduled appointments without prior cancellation. If your file is closed, I will be happy to provide you with a referral for psychotherapy services elsewhere.

### **Skills Training Agreement**

An important element of therapy will be learning new skills and using them effectively to solve problems in living. Therefore, skills training will be a distinct element of your treatment, done separately from your individual therapy. The above attendance agreement applies to skills training sessions, as well. In order to generalize your skills training, you will be asked to do specific “homework assignments.” These assignments are vital to your improvement during the course of therapy, and I will strongly encourage you to attempt to do them to the best of your ability. By signing this contract, you agree to attend skills training sessions (in person or on line) and practice new skills as you learn them.

### **Self-Harming Behaviors Agreement**

If suicidal or other self-harm behaviors are a problem for you, reducing these behaviors will be a primary treatment goal. By signing this contract, you agree to work toward solving problems in ways that do not include intentional self-harm or suicide.

### **Therapy-Interfering Behaviors Agreement**

Any behaviors that interfere with effective therapy will also be targeted for treatment. Examples of this may include not attending sessions, coming late to sessions, or not doing homework assignments. By signing this contract, you agree to work on any problems that interfere with the progress of therapy.

## **Confidentiality**

In general, law protects the confidentiality of all communications between a psychologist and a client, and I can only release information about our work to others with your written permission. However, there are a number of exceptions.

Confidential information may be released without your consent or authorization in the following circumstances: 1) Where abuse or harmful neglect of children, the elderly, or disabled/incompetent individuals is known or reasonably suspected, I must file a report with the appropriate state agency; 2) If I believe a client is a threat to him/herself, I am permitted to release confidential information for the purpose of protecting the client – for example, to contact family members or to seek hospitalization; 3) If I believe that a client is threatening serious bodily harm to another, I am required to take protective actions which may include notifying the potential victim(s), notifying the police, or seeking appropriate hospitalization; 4) In the event a client brings a malpractice suit against me, the client's records will, by necessity, be admitted into evidence in court; 5) In judicial proceedings, a judge may require my testimony if he/she determines that resolution of the issues before the court demands it. This is most likely to happen in child custody proceedings and in proceedings in which your emotional condition is an important element.

If you have any additional questions or concerns regarding confidentiality please discuss them with me at our next meeting. The laws governing these issues are quite complex and I am not an attorney. While I am happy to discuss these issues with you, should you need specific advice, formal legal consultation may be desirable.

## **Consultation**

As part of DBT, I will routinely seek consultation with other DBT therapists who comprise a consultation "team." This is in order to ensure my competence in conducting the therapy. Your last name and other identifying information will not be revealed in these meetings. However, video or audiotapes of sessions may be reviewed (see "Taping Sessions," below). Team members are ethically and legally bound to maintain in confidence all information learned in consultation team meetings.

## **Taping Sessions**

As part of DBT, our psychotherapy sessions may be routinely taped, either by videotape or audiotape, or both. The first reason for this is so that you may take with you an audiotape of the session to review between sessions. Clients often find it helpful to review previous sessions, especially if intense emotions prevented them from being fully mindful of what was said in the session. The second reason for doing this is to improve my skills as a DBT therapist. Taping sessions for review, either by myself or other professionals, helps me to conduct this therapy at higher levels of competence. Tapes will not be played outside the consultation team for any reason, without your express permission.

All session tapes in my possession are destroyed after a certain period of time (usually within 6 months), unless you give your express permission for a particular session tape to be kept for a specific purpose.

### **Professional Fees**

The current professional fee for a 45-50 minute session of psychotherapy is \$110.00. If it is not feasible to attend individual and group sessions each week, we will alternate every other individual session whereby we have therapy one week and skills training the next week. If you become involved in litigation that requires my participation, you will be expected to pay for the professional time required even if I am compelled to testify by another party.

### **Billing and Payments**

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payments are made to Martha R. Durham, PhD. . If you have insurance coverage, you will be required to make your copayment at the time of the session. Psychotherapy services will not be continued unless regular payments are made. If you are unable to pay the fees, I will be happy to make a referral to a mental health agency with sliding scale fees.

If your account with me is delinquent, I may choose to use a collection agency to secure payment. In this case, information about the type of services provided to you and the amount due may be released to the collection agency.

### **Insurance Reimbursement**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources are available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. Please be aware that mental health services are only reimbursed by insurance companies if you have a clinical diagnosis. In the absence of a diagnosis, you will probably need to pay for psychotherapeutic services yourself. I will provide you with whatever assistance I can in facilitating your receipt of the benefits to which you are entitled including filling out forms as appropriate. However, you, and not your insurance company, are responsible for full payment of the fees. Therefore, it is important that you find out exactly what mental health services your insurance policy covers prior to beginning therapy with me.

You should read carefully the section in your insurance coverage booklet that describes mental health services. If you have questions, you should call your plan administrator and inquire. Managed health care plans such as HMOs and PPOs often require advance authorization before they will provide reimbursement for mental health services. These plans are often oriented towards a short term treatment approach designed to resolve specific problems that are interfering with one's usual level of functioning. It may be necessary to seek additional approval after a certain number of sessions. Because DBT is usually at least one year in duration, it is important for you to know the limits of your insurance coverage before starting the treatment.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if the insurance benefits run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for psychotherapeutic services yourself and avoid the complexities that are described above.

Information about psychiatric and medical information that is released to insurance companies is provided to you in a separate informed consent handout.

### **Contacting Me**

You may call me during regular business hours at 864-354-0143. However, I am often not immediately available by phone. While I am often in my office between the hours of 8 AM and 6 PM, I will not answer the phone when I am with a client. When I am unavailable, an assistant will take a message for me or you will be forwarded to voicemail if staff members are assisting other clients. I monitor my messages frequently. I will make every effort to return your call within one business day. If you are difficult to reach, please leave some times when you will be available. If you cannot reach me, and you feel that you cannot wait for me to return your call, you should call your local crisis line or 911 (24 hours a day) and ask to speak with the emergency therapist. If I will be unavailable for an extended period of time, there will always be a colleague of mine that you can contact if necessary. Simply call 271-2740 during business hours and ask to speak with the therapist who is covering for me in my absence.

In addition to the above, part of DBT is that I will be available to you between sessions for the following purposes: 1) helping you manage crises, 2) facilitating your skills practice in “the real world,” and 3) maintaining a good working relationship. At the appropriate time, I will make available to you my cell phone number which you will be permitted to call 7 days a week from 8am to 10pm for the reasons mentioned above.

### **Statement of Understanding**

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

**Time limit of Agreement:** \_\_\_\_\_

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Client's Signature

Date

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Therapist's Signature (Witness)