



PSYCHOTHERAPIST - PATIENT SERVICES AGREEMENT

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains summary information about the **Health Insurance Portability and Accountability Act** (HIPAA), 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 I provide you with a **Notice of Privacy Practices** for use and disclosure of PHI for treatment, payment, and health care operations. The Notice of Privacy Practices, which is attached to this Services Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information. When you sign this document, you will be acknowledging that you have received this information. Although these documents are long and sometimes complex, it is very important that you read them carefully and jot down any questions you might have so that we can discuss them at our next meeting.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, the particular problems you bring forward, and the type and length of therapy received. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, significant reductions in feelings of distress, a better understanding of oneself, improved self worth, and a greater sense of meaning and purpose in life. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, 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 procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion. You are free to discontinue treatment at any time.

MEETINGS

I normally conduct an evaluation that will last from 2 to 4 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. We can explore a number of treatment options; such as individual therapy, group therapy, or a combination of both. It is your responsibility to make every effort to attend all scheduled sessions on time. If it is truly unavoidable and you can not make your appointment, please notify the office as soon as you are able, but no later than 24 hours before your appointment time. If you do not

cancel 24 hours before your appointment you will be assessed a \$40 no-show fee if you have not arrived within the first 15 minutes of your allocated appointment time. If it becomes a pattern that you are unable to attend your appointments, we can discuss alternative ways for you to receive care. It is important to note that insurance companies do not reimburse no-show fees. In addition, if you miss a regularly scheduled appointment, all future appointments will be cancelled and have to be rescheduled.

PROFESSIONAL FEES

My hourly fee is \$150 for individual therapy and \$50 for group therapy. In addition to regular appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 minutes, consulting 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, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$200 per hour for preparation and attendance at any legal proceeding.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held. Payment schedules for other professional services will be agreed to when they are requested.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for in and out of network mental health treatment. I will complete the necessary forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what in or out of network mental health services your insurance policy covers. If I am not a participating provider with your insurance company, you should carefully read the section in your insurance coverage booklet that describes out-of-network mental health services. If you have questions about the coverage, call your plan administrator. Of course I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company.

The decision as to whether you should use your mental health insurance benefits should be considered seriously. Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after their insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy. You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it.

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 they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above (unless prohibited by your contract).

CONTACTING ME

I am often not immediately available by telephone. When I am unavailable, my telephone is answered by voice mail. 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. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. You are entitled to receive a copy of your Clinical Record when you make a written request unless I believe that seeing them would be emotionally damaging to you or others; they make reference to another person (other than a health care provider) and I believe that access is reasonably likely to cause substantial harm to the other person; or if disclosure could reasonably be expected to lead to the patient's identification of a person who provided information to me in confidence under circumstances where confidentiality is appropriate. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. I recommend that you review them in my presence so that we can discuss the contents, or, have them forwarded to another mental health professional so you can discuss the contents with them. Patients will be charged an appropriate fee for any time spent on information requests. If I refuse your request for access to your records, you have the right of review (except for information supplied to me confidentially by others), which I will discuss with you upon request.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regards to your Clinical Record and disclosures of Protected Health Information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an account of most disclosures of Protected Health Information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Services Agreement and the attached Notice of Privacy Practices form. I will be happy discuss any of these rights with you.

MINORS

If you are under eighteen years of age, please be aware that the law may allow your parents the right to examine your treatment records. It is sometimes my policy to request parents agree to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. I will also provide them with a summary of your treatment when it is complete. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

CONFIDENTIALITY

In general, the privacy of all communications between a patient and a psychologist is protected by law, and I can only release information about our work to others with your written permission. But there are a few exceptions. Your signature on this Services Agreement provides consent for the following activities.

I have contracts with computer consultants. As required by HIPAA, I have formal business associate contracts with these businesses, in which they promise to maintain the confidentiality of the data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of these organizations and/or a blank copy of this contract.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it.

If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.

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

If you file a worker's compensation claim, and I have examined or treated you in regard to such claim, I must, upon appropriate request, provide a report to the patient's employer or the employer's insurance company.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient's treatment. For example, if I believe that a child, elderly person, or disabled person is being abused, I may be required to file a report with the appropriate state agency. If I believe that a patient is threatening serious bodily harm to another, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

These situations have rarely occurred in my practice. If a similar situation occurs, I will make every effort to fully discuss it with you before taking any action.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. 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. Further, you may come into contact with other mental health workers that utilize professional space at the Tree of Life Counseling Center. Please know that all mental health professionals are bound by the same rules of confidentiality.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have at our next meeting. I will be happy to discuss these issues with you. The laws governing confidentiality are quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.