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## **PSYCHOLOGIST-PATIENT SERVICES AGREEMENT**

Welcome to my practice. This document (the Agreement) 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 (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice 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. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures. 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 me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

### **PSYCHOLOGICAL SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. 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 many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first approximately one to three 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 refer you to another mental health professional for a second opinion.

## MEETINGS

I normally conduct an evaluation that will last from one to three 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. If psychotherapy is begun, I will usually schedule one 45 minute session (one appointment hour of 45 minutes duration) per week or every other week at times we agree on. This varies somewhat depending on the needs of the patient. If you are late to an appointment, the appointment length will be shortened by the amount you are late. If I am late in starting an appointment hour, I will still see you for 45 minutes, or other scheduled amount of time.

**You will be charged half the total fee for any appointment that you miss or cancel with less than 24 hours notice. In order for you not to be charged this fee, you and I must both agree that the miss or late cancellation was due to circumstances beyond your control. It is important to note that insurance companies do not provide reimbursement for cancelled or missed sessions, and that you will be required to pay for this out of pocket. (For example, the current fee for a normal 45 minute psychotherapy appointment is \$150. This would mean that you would be charged \$75 if you missed this type of appointment or cancelled with less than 24 hours notice.) Also, I normally will not reschedule appointments after two late cancellations or missed appointments.**

## PROFESSIONAL FEES

My current hourly fee is \$200 for the initial interview and \$150 for a normal 45 minute psychotherapy appointment. There is a \$35 fee for any returned check. Charges for other services differ. I will give you a more comprehensive current fee schedule at your request. I reserve the right to change my fees from time to time and will post a notice that fees are changing prior to the change becoming effective. You will be expected to pay any balance of charges that is not covered by your insurance company.

## CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office four days during the week, I probably will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by voice mail that I monitor frequently on days I am in the office. I will make every effort to return your call on the same day you make it, as long as I am in the office. In the event of an emergency, emergency numbers will be listed on my voice mail message. In an emergency, you also may contact your family physician, go to an emergency room, or call your local emergency services such as -911 or the police.

## LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA and/or Indiana law. If an adult is being seen with another adult for marital/family therapy, I normally require the signed authorizations of both adults before releasing records. However, in the following situations, no authorization is required:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you do not object, I will not tell you about these consultations unless I feel that it is important to our work together.
- I also have a contract with a billing service, Advanced Physician Billing, and with an electronic medical records company, Valant Medical Solutions. As required by HIPAA, I have formal business associate contracts with these businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If you are involved in a court proceeding and a request is made for information concerning the professional services I provided to you, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your or your parent's/legal guardian's written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- I may provide information to a coroner or medical examiner, in the performance of that individual's duties.
- If a patient files a complaint or lawsuit against me, I may disclose information regarding that patient in order to defend myself.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm, and I may have to reveal some information about a patient's treatment. These situations are unusual in my practice.

- If I have reason to believe that a child is a victim of child abuse or neglect, the law requires that I file a report with the appropriate government agency, usually the local child protection service. Once such a report is filed, I may be required to provide additional information.
- If I have reason to believe that someone is an endangered adult, the law requires that I file a report with the appropriate government agency, usually the adult protective services unit. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates an actual threat of physical violence against an identifiable victim, or evidences conduct or makes statements indicating imminent danger that the patient will use physical violence or other means to cause serious personal injury to others, I may be required to disclose information in order to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.
- If a patient communicates an imminent threat of serious physical harm to him/herself, I may be required to disclose information in order to take protective actions. These actions may include calling the police, initiating hospitalization, or contacting family members or others who can assist in providing protection.

If such a situation arises, I will make appropriate efforts to discuss it with you before taking any action, and I will limit my disclosure to what is necessary.

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 now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

#### PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances in which disclosure would physically endanger you and/or others, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I am allowed to charge a copying fee of \$10 for the first 10 pages, 50 cents

per page for pages 11-50 and 25 cents per pages 51 and over (and to charge for certain other expenses). If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request

#### PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting 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 Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

#### MINORS & PARENTS

Patients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is my policy to provide parents only with general information about the progress of the child's treatment and his/her attendance at scheduled sessions. The exception would be if the child agrees that I share further information, if the parent is included in a family therapy session in which information is shared, or if I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. I will not do a custody evaluation. I also will not share information with the court in the event of a custody battle, except if the court orders me to do so, or if there is appropriate consent by the patient/parent/legal guardian(s).

#### BILLING AND PAYMENTS

If you have insurance coverage for my services, you will be expected to pay any co-pay at the time of service and will be billed by my billing service for any balance not covered by your insurance company. If you are not using insurance to help pay for my services, 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.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs may be included in the claim.

## 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 mental health treatment. If you provide me with your insurance card/information, my billing service will file claims for you; however, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes 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. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

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 prior 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 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 your contract with your health insurance company requires that I provide it with clinical information relevant to the services that I provide to you. I am required to provide a clinical diagnosis and a description of the service provided on particular dates. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. 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. 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 contract.

## ADDITIONAL INDIANA LAW REQUIREMENT

Indiana law also requires me to inform you that I may only provide those mental health services that I am qualified to provide within the scope of my license, certification, and training.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

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Name of Patient

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Signature of Patient/Parent/Legal Guardian

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Date