

**CLIENT COPY**  
**PROVIDER – PATIENT SERVICES AGREEMENT**

Welcome to my private 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 new federal law that provides new privacy protections and new 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) which you will receive with this agreement, for the 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 at the end of the first session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our first 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 me unless I have already 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 and Medical Services**

During the first session or two, I will help you identify your goals for therapy. Psychotherapy has both benefits and risks. While it has been shown to have benefits for people who invest in the process with commitment and realistic expectations, it also has risks that may include experiencing uncomfortable feelings or recalling unpleasant aspects of your history. These are common feelings when trying something new. Psychotherapy often leads to a significant reduction in feelings of distress, better relationships, and resolution of problems. However, we cannot guarantee any particular resolution to problems or a particular response to treatment.

Therapy involves a commitment of time, money, and energy. The office does its best to try to match you with a therapist who will be a good fit for you and can help you address your issues. If you have any questions about any procedures, it is important to discuss them with me whenever they arise. If your doubts persist or you are concerned that you and I are not suitably matched, an appropriate consultation with another professional in the practice may be beneficial.

In the case of marriage or family therapy, couples and/or parent/child relationships often improve significantly. However, we cannot guarantee that any or all relationships will improve or that the couple will not separate or divorce during or after treatment.

**Office Hours and Emergency Contact**

Office staff is available Monday through Friday from 9:00 a.m. to 5:00 p.m. There is an answering service when the office is closed should you need to reach me in an emergency. I cover my own emergencies unless I am away for an extended period of time, in which case a colleague within the practice covers for me. If you tell the answering service it is an emergency and ask them to call me, they will, and I will call you back as soon as I can. If you cannot wait for me to call you back, it may be possible to talk to someone else in the practice that is more readily available. If you are experiencing a serious emergency and cannot wait for a return call from me or another therapist in the practice, you should seek assistance at the local hospital emergency room.

**Late Cancellation/Missed Appointments**

Your appointment reserves my time. Once an appointment is scheduled, you will be expected to pay for the session if it is cancelled unless you provide 24 business hours advance notice of cancellation. ***(For example, to cancel an appointment for 9AM on Monday, you would need to call before 9AM the previous Friday.)*** These charges cannot be billed to your insurance company. Please help me serve you better by keeping scheduled appointments and calling the office at least 24 business hours prior to your appointment time if you must cancel.

*Pt. Signature* \_\_\_\_\_

**Confidentiality**

**A. General**

In order for therapy to be successful, it is often necessary to safely reveal private, sensitive information about yourself in the course of treatment. Ethically and legally, all of us here are bound to keep all of this information strictly confidential. The law protects the privacy of all communications between a patient and a clinical provider. 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. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

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 don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).

You should be aware that I practice with other mental health professionals and that I employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a clinical provider.

Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement. There are certain conditions under which confidentiality may be breached:

- If a 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.
- If you disclose that a child or an elderly person is being sexually or physically abused, it must be reported to the proper authorities.
- If you are a danger to yourself or someone else, I must do whatever is necessary to protect you and/or the other person. The other person would have to be warned and the police notified.

In legal proceedings, the courts usually respect your rights to confidentiality in the therapeutic relationship, and I am ethically bound to protect that right when testifying in legal or administrative proceedings. However, a judge could court order me to testify in certain situations, such as a contested custody proceeding in a divorce and, under these circumstances, we must do so.

- If a government agency is requesting the information for health oversight activities, I may be required to provide it.
- If a patient files a lawsuit against me, I may disclose relevant information regarding the patient in order to defend myself.

It is our practice, whenever possible, to discuss any imminent breaches of confidentiality with you before taking any action and I will limit my disclosure to the minimum necessary.

It is our practice to consult with colleagues within the practice regarding clinical matters and on-call coverage. Full confidentiality, therefore, cannot be maintained within our group of clinicians, although the information shared is only the minimum necessary for the consultation or to insure effective clinical intervention. If you know someone within the practice in a nonprofessional capacity, please inform me right away. Your treatment will not be discussed with, or in the presence of, that person.

## **B. Professional Records and Patient Rights**

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. 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 Notice form, and my privacy policies and procedures. 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 \$15.00 for the first 30 pages or 50 cents per page, whichever is greater.

## **C. Minors**

In cases of therapy with minors, parents or legal guardians have rights to information regarding treatment. However, in order for therapy to be effective, the child must have an assurance of confidentiality. Because of this, it is our policy to ask parents to agree that information will be shared only with the child's permission, except in situations where the child's safety is acutely at stake. Parents are encouraged to ask me about the therapy and together your child and I will talk with you about your concerns and will share information that is clinically optimal for the child to share as determined by the child and me.

Consent for treatment from **both parents** is required in order for treatment to occur. When a child turns 18, the control of his/her treatment and his/her treatment record reverts to the child. If this is a concern, please discuss it with me before starting treatment.

#### **D. Couples and Families**

When there is more than one person involved in treatment, such as in couples and family therapy, confidentiality is more complicated. In these cases, the unit is defined as the couple, or the family. Usually, and unless otherwise specified, information that is shared by a member of the unit within the context of that therapy cannot be considered confidential from the other parties involved in the therapy. To ask me to keep secrets from other members of the therapy can disrupt the trust necessary for an effective treatment. Also, to release information to third parties under such circumstances, all persons age 18 and over involved in treatment must consent in writing to that release.

#### **E. Group Therapy**

In group therapy, any and all information shared within the group sessions by any group member must be kept confidential consistent with the limits to confidentiality listed on pages 5 & 6 above.

#### **F. Office Policies**

All administrative and office staff are bound to confidentiality and cannot disclose any information. This becomes especially sensitive when relatives call the office requesting even simple information, such as an appointment time for their spouse. Even under these simplest of situations, the office personnel cannot acknowledge that they even know the person, nor can they disclose any information. If ongoing contact is to occur with a relative, regarding billing for example, then a release of information form can be signed, specifying the information that is permitted to be exchanged. All requests for records must be accompanied by a signed release of information. It is our office policy to keep records for 10 years from the date the record becomes inactive.

#### **Insurance Reimbursement and Patient Balances**

Our practice is committed to providing the best treatment for our patients and we charge what is usual and customary for our area. We accept assignment of insurance benefits from most insurance companies for your primary insurance only. However, we do require that deductibles and co-payments be paid in full at the time of service. The balance is your responsibility whether your insurance company pays us or not. Your insurance policy is a contract between you and your insurance company and we are not a party to that contract. If your insurance company has not paid your account in full within 45 days, the balance automatically becomes your responsibility. Please be aware that in some cases the services provided may be considered non-covered services by your insurance plan. Delinquent accounts must be paid in full before another session can be scheduled with your provider. Delinquent accounts may require further action.

You should carefully read the section in your insurance coverage booklet that describes mental health services. Your coverage, co-payments, and benefits could be quite different from your regular medical coverage. If your insurance plan includes a managed care component, you may be required to obtain preauthorization and your coverage may be limited. It is your responsibility to contact your insurance company to determine if preauthorization must be obtained by you prior to your treatment.

You should also be aware that most insurance agreements require you to authorize me to provide basic clinical information such as diagnosis and treatment plans. Occasionally an entire copied record is required. While it is our policy to release only the minimum necessary information required to activate your insurance benefits, you need to be aware that we cannot control its use by your insurance company. Any concerns you may have about confidentiality of managed care records should be directed to the managed care company.

Some insurance companies require that we send billing and other information electronically (e.g., by facsimile or e-mail). The confidentiality of such communications cannot be guaranteed. If you do not consent to electronic communications, please inform the office immediately, before beginning treatment, so that we can determine whether and how to proceed. Once information about your insurance coverage has been determined, it is important for you to

discuss with your clinical provider what can be accomplished with the benefits that are available, and what will happen should your benefits expire before you feel ready to end treatment. It is important to remember that you always have the right to pay for services yourself and not involve your health insurer at all.

**F. Cost of Services**

**Licensed Psychologist**

Initial Evaluation	\$150.00
Individual Psychotherapy, 45 minutes	\$125.00
Family/Couple Psychotherapy, 45 minutes	\$135.00
Group Therapy (Cash Only)	\$ 25.00
Appointment missed without 24 hours notice	\$ 75.00

**Licensed Independent Clinical Social Worker and Licensed Mental Health Counselor**

Initial Evaluation	\$125.00
Individual Psychotherapy, 45 minutes	\$110.00
Family/Couple Psychotherapy, 45 minutes	\$120.00
Appointment missed without 24 hours notice	\$ 75.00

**Board Certified Psychiatrist**

Initial Evaluation	\$300.00
E/M Low Complexity	\$110.00 and up
Psychotherapy with Med Check (45 Min.)	\$200.00
Medication refills over the phone	\$ 10.00
Appointment missed without 24 hours notice	\$ 95.00

We bill at \$200-\$250 per hour for ancillary services such as preparing for and participating in legal matters relating to your treatment. A retainer, in advance, is required prior to undertaking such services. By signing this form you agree to pay for such services when you request them.

