

## **PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT**

**This is a summary of information about the Health Insurance Portability and Accountability Act 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, which is attached to this 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 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 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. Psychotherapy often leads to a better understanding of how your mind and feelings work, better relationships, more productivity at work, augmentation of physical and mental health, reduction in mental illness, solutions to specific problems, and significant reductions in feelings of distress. Although there are no guarantees of what you will experience, research studies show that treatment with psychotherapy is frequently effective. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, anxiety, loneliness, shame and helplessness. The goal is to help you move through and resolve such feelings. At any time I would be happy to discuss with you alternative forms of psychotherapy and alternatives to treatment with psychotherapy. A decision to pursue alternatives should be made in consultation with a psychologist because some conditions should be treated with psychotherapy and should not go untreated.**

**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. Should you have any questions or concerns about your therapy and how it is going, it is important that you discuss these with me. If you continue to have doubts, or if you simply wish to obtain a different viewpoint, I will be happy to help you set up a meeting with another**

mental health professional for a second opinion. Therapy is more effective when you feel comfortable with your therapist and feel free to discuss anything.

### **MEETINGS**

I provide individual, family and marital therapy. During this time, we can both decide if I am the best person to provide the services that you need in order to meet your treatment goals, and I will recommend the type of treatment that is best for you. If psychotherapy is begun, I will usually schedule one to three 50-minute sessions per week at a time we agree on, although some sessions may be longer or more frequent. It is important to come regularly in order for therapy to be effective.

Therapy involves a mutual commitment and responsibility. I will set aside a regular appointment time for you and will make a commitment to keep that as your time. You will be responsible for coming to sessions regularly and paying for them. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. Without such notice, the session time will have been set aside for you and cannot be used for anyone else.

### **PROFESSIONAL FEES**

I shall review my per session fee with you. In addition to weekly appointments, I charge a pro-rated amount for other professional services you may need. Other services include report writing, telephone conversations lasting longer than 5 minutes, consulting with other professionals with your permission, 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 all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. I am committed to providing only private psychotherapy, and not participating in any legal proceedings. Should I be required to participate in legal proceedings, because of the difficulty of legal involvement, I charge more per hour for preparation and attendance at any legal proceeding.

### **CONTACTING ME**

Should you need to call me between scheduled sessions, please leave a message on my telephone answering machine, and I will return your call as soon as possible. When I am in my office I am not able to answer my phone personally when I am with a patient. If you are difficult to reach, please inform me of some times when you will be available, and also please be sure to leave both your day-time and evening phone numbers. Even if I already have your phone numbers in your file, I do not always have that information with me when I retrieve my phone messages. I do check my messages after business hours and over the week-ends; however, I do not provide 24 hour emergency service. Sometimes it can take me several hours to return a phone call. Should you have an emergency and find that you cannot reach me directly, emergency services are available by going to the nearest hospital's emergency room, by contacting your family physician, or by calling 911. I shall schedule an extra session for you if one is needed, as it is usually best to meet in person, rather than for me to try to provide therapy or guidance by telephone. If I will be unavailable for an extended time, I will leave a message on my answering machine, providing you with the name of a colleague to contact, if necessary, and reminding you of

the date of my return.

## **CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a psychologist. I am the only person in this office who has access to information about you. I keep any written notes and charts in locked files. Notes entered in my computer are strictly confidential. My computer is password protected. My computer is dedicated solely to my practice and is not used for any other purpose. I do all billing and create all written correspondence, so that there is never another person who has access to any of your information. In order to assure confidentiality, I do not communicate by fax or by the internet, or by any other electronic means which might compromise your confidentiality. I take every reasonable precaution to assure the strictest privacy and confidentiality.

- **LIMITS ON CONFIDENTIALITY**

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 do not 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).

- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your (or your legal representative's) written authorization, or a court order, or if I receive a subpoena of which you have been properly notified and you have failed to inform me that you oppose the subpoena. 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. Please be advised that I am committed to providing services only as your psychotherapist and to protecting the confidentiality of all of your information, to the extent it is permissible for me to do so.
- I may be required to provide information if there is a court ordered subpoena of your records for custody cases, or if there is a court ordered subpoena of your records for any court proceeding in which your mental status is in issue.
- If a government agency is requesting the information for health oversight activities, within its appropriate legal authority, 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 a patient files a worker's compensation claim, and I am providing necessary treatment related to that claim, I must, upon appropriate request, submit treatment

reports to the appropriate parties, including the patient's employer, the insurance carrier or an authorized qualified rehabilitation provider.

- If a patient identifies a licensed health care practitioner, who has engaged in a current or past incident of sexual misconduct, I am required to report this incident to the Department of Health (the Department responsible for the practitioner's license) and Board of Psychology.

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 know, or have reason to suspect, that a child under 18 is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or any other person responsible for the child's welfare, the law requires that I file a report with the Department of Child and Family Services. Once such a report is filed, I may be required to provide additional information.

If I know or have reasonable cause to suspect, that a vulnerable adult has been or is being abused, neglected, or exploited, the law requires that I file a report with the central abuse hotline. Once such a report is filed, I may be required to provide additional information.

If I believe that there is a clear and immediate probability of physical harm to the patient, to other individuals, or to society, I may be required to disclose information to take protective action, including communicating the information to the potential victim, and/or appropriate family member, and/or the police or seeking hospitalization of the patient. (Fantasies and thoughts are confidential; planned actions of harm are not.)

If such a situation arises, I will make every effort to fully 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**

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It may include information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, limited information about your progress towards those goals, limited medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. I make every effort to keep the information entered in this Clinical Record to the minimum necessary, attempting to exclude anything sensitive or too personal.

Should you desire more privacy, upon your written request, I shall limit the Clinical Record only to your dates of treatment and the charges, reports of any professional

consultations, and any reports that have been sent to anyone following your signed authorization.

Except in unusual circumstances where disclosure would physically endanger you and/or others, or makes reference to another person (other than a health care provider) and I believe that access is reasonably likely to cause substantial harm to such other person, 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 and preparation fee. I may withhold copies of your records until payment of the copying and preparation fees has been made. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical Records, you have a right of review, which I will discuss with you upon request. In addition, I also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. Normally, these notes simply contain a summary of what you have told me, in your words. While the contents of Psychotherapy Notes vary from patient to patient, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. They may also include information from others provided to me confidentially. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else.

#### **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 and the Insurance Information and Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

#### **MINORS & PARENTS**

I am required to keep confidential the communications that occur between your child and myself. Psychotherapy can be effective only with confidentiality. I may, however, talk with you about my own observations, impressions and recommendations concerning your child.

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 (the Clinical Record only, not the private Psychotherapy Notes). Children between 13 and

**17 may independently consent to (and control access to the records of) diagnosis and treatment in a crisis situation. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, and parental involvement is also essential, it is usually my policy to request an agreement with all minors and their parents about access to information. This agreement provides that during treatment, I will provide parents only with general information about the progress of the treatment, and the patient's attendance at scheduled sessions. I will also provide parents with an oral summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents or appropriate persons of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have. Should you have any questions or concerns about your child's therapy and how it is going, it is important that you discuss these with me. Therapy is more effective when your child and you feel comfortable with your therapist and feel free to discuss anything.**

#### **BILLING AND PAYMENTS**

**Payment is due at the time of service. At this time we are a fee for service provider and accept cash and all major credit cards. If you choose to use a credit card, there will be an additional 3% service charge added to the session fee.**

#### **INSURANCE REIMBURSEMENT**

**We do not accept insurance at this time. However, if your insurance carries mental health coverage, you may be able to be reimbursed by them for seeing an "Out of Network" provider. That reimbursement amount you would then receive directly from the insurance company, which can vary depending on your coverage.**

**Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship. Your signature also indicates that you consent to treatment, after having been informed of the benefits and risks.**

**Signature: \_\_\_\_\_**

**Printed Name: \_\_\_\_\_**

**Date: \_\_\_\_\_**