

PSYCHOTHERAPIST-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 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) 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. Although these documents are long and sometimes complex, it is very important that you read them carefully before our 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.

Treatment Philosophy

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 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 on your own between sessions.

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. I [patient] understand that this often is a normal response to working through unresolved life experiences. 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. Your commitment to this treatment approach is necessary for you to experience a successful outcome. If you ever have any questions about the nature of the treatment or care, please do not hesitate to ask.

Initial here: _____

Psychotherapy Sessions

I will usually schedule one (45-50 minute) session per week at a time we agree on, although some sessions may be longer or more frequent. **Cancellation and missed appointment policy:** Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours advance notice is required for re-scheduling or canceling an appointment. If an appointment is missed or canceled in less than 24 hours' notice, you will be billed according to the scheduled fee and instructions of the benefit plan. Repeated "no-show" appointments could result in termination of treatment and referral back to your insurance or managed care for reassignment to another practitioner. It is important to note that most insurance companies do not provide reimbursement for late cancelled or missed sessions

Initial here: _____

Professional Fees

My hourly fee is \$175. In addition to weekly appointments, I charge according to the fee schedule provided for other professional services you may need. Other services include report writing, telephone conversations [*note: I bill by half hour increments for telephone contacts 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. [Because of the complexity of legal involvement, I charge \$500 per hour for preparation and attendance at any legal proceeding.] Note: You have also been given a fee schedule that identifies the most common charges.

Initial here: _____

Contacting Me

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office Monday to Wednesday by appointment only, I will not answer the phone when I am with a patient. My telephone is answered by a confidential voice mail that I monitor frequently. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of times when you will be available. Note, I do respond to calls as soon as possible, but I am not “on call” and do not carry a pager. Therefore, if you are unable/feel that you can’t wait for me to return your call, or you have a critical [life-threatening emergency] you are advised to contact the nearest emergency room or dial 911 for immediate assistance.

If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

Please be advised that my primary means of making contact is by cellular phone and that communications occurring via cellular (calls/text) or cordless telephones, fax and email are not secure; therefore, confidentiality cannot be guaranteed. Knowing this, by signing this agreement you authorize me to use any of these means to disclose any and all confidential information with both you and others per the Notice of Privacy Practices and all signed consents to disclose.

Initial here: _____

Limits on Confidentiality

All information between practitioner and patient is held strictly confidential. 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 state law and/or HIPAA. But, there are some situations where I am permitted or required to disclose information without either your consent or Authorization. These include:

- When there is reasonable suspicion of child abuse or abuse to a dependent ore elder adult.
- When the patient communicates a threat of bodily injury/harm to others.
- When the patient is suicidal.
- When disclosure is required pursuant to a legal proceeding.

I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, neither your name nor other identifying information about you is revealed. The other professionals are also legally bound to keep the information confidential. I will note all consultations in your Clinical Record.

You should be aware that I practice in the same suite with other mental health professionals; however, we each practice independently. All of the mental health professionals are bound by the same rules of confidentiality.

At this time I have no contracts with outside providers [such as billing services, etc]. If, in the future, I do have such services, as required by HIPAA, any outside services will be required to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law.

Please note: once confidential information is released, this office no longer controls the confidentiality of that information. If group therapy is utilized as part of the treatment, details of the group sessions/discussions are not to be discussed outside of the counseling sessions. Please be advised that conversations occurring on cellular or cordless telephones are not always secure; therefore, confidentiality cannot be guaranteed.

If your treatment is being covered by a mental health insurance or EAP benefit, this office may be required to provide (by telephone, mail, fax or email) clinical information to obtain payment and/ or authorization for treatment. Information provided to the insurance company or managed care organization for the purposes of billing and/or obtaining additional treatment is no longer under the control of this office; therefore, confidentiality of the information cannot be assured.

Initial here: _____

Billing and Payments

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested.

Should this account become delinquent and sent for collection, any reasonable legal fees, court costs, collection agency fees, or any associated costs, fees or penalties will be added to the balance. It is understood that in the event your portion of the balance due becomes 90 days or more delinquent, a late fee of \$15.00 per month will be charged until the amount you owe is paid in full. There will be a \$15.00 charge on all returned checks. If your account has not been paid for more than 90 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 will be included in the claim.]

Initial here: _____

Insurance Coverage and Co-payments

You are responsible for obtaining prior authorization for treatment from your insurance carrier. I am willing to bill your insurance; however, you (not your insurance company) are responsible for full payment of my fees. Therefore, it is very important that you find out exactly what mental health services your insurance policy covers.

Co-payment amounts are set by your benefit plan. **These payments are due and payable at each appointment.** Information regarding the co-payments set by your insurance plan for each visit will be provided to you or you may contact your health plan for this information.

For special modalities of treatment not covered by your benefits plan, a written agreement needs to be signed between you and this office/practitioner. This agreement should outline your understanding that it is not a covered benefit and will also cover the agreed fees and treatment plan you may expect.

