

Psychological Services Agreement

Welcome to my practice. This *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 *Protected Health Information (PHI)* used for the purpose of treatment, payment, and health care operations.

Psychological Services

Psychotherapy varies depending on the personalities of the psychologist and patient, and the particular presenting problems. Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant issues, uncomfortable feelings may be experienced. 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.

Limits of 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*. But there are some situations where I am permitted or required to disclose information without either your consent or authorization:

- 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*.
- If you are involved in a court proceeding and a request is made for information about the professional services that I have provided you and/or the records thereof, such information is protected by psychologist-patient privilege law. I cannot provide any information without your (or your legally-appointed representative's) written authorization, a court order, or compulsory process (a subpoena) or discovery request from another party to the court proceeding where that party has given you proper notice (when required) has stated valid legal grounds for obtaining *PHI*, and I do not have grounds for objecting under state law (or you have instructed me not to object). 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 pursuant to their 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, I must, upon appropriate request, disclose information relevant to the claimant's condition, to the worker's compensation insurer.

There are some situations in which I am legally required to break confidentiality and take actions, necessary to attempt to protect others from harm.

- If I have knowledge of a child under 18, or reasonably suspect that a child under 18 that I have observed, has been the victim of **child abuse or neglect**, the law requires that I file a report with the appropriate governmental agency, usually the county welfare department. I also may make a report if I know or reasonably suspect that mental suffering has been inflicted upon a child or that his or her emotional well being is endangered in any other way (other than physical or sexual abuse, or neglect).
- If I observe or have knowledge of an incident that reasonably appears to be **physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult**, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, the law requires that I report to the appropriate government agency.
- If a patient, or a family member, communicates a **serious threat by the patient of physical violence against an identifiable victim**, I must take protective actions, including notifying the potential victim and contacting the police. I may also seek hospitalization of the patient, or contact others, who can assist in protecting the victim.
- If I have reasonable cause to believe that the patient is in such mental or emotional condition as to be **dangerous to him or herself**, I may be obligated to take protective action, including seeking hospitalization or contacting family members or others, including the police, who can help provide protection.

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.

Professional Records

Pursuant to HIPAA, I may keep *Protected Health Information* about you in two sets of professional records. One set constitutes your *Clinical Record*. It includes information about your reasons for seeking therapy, presenting problems, diagnosis, treatment goals, progress, medical and social history, treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances in that disclosure would physically

endanger you and/or others or makes reference to another person (unless such other person is a health care provider), 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. There will be a copying fee of 25 cents per page. If I refuse your request for access to your *Clinical Records*, you have a right of review (except for information supplied to me confidentially by others) which I will discuss with you upon request.

In addition, I may 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. While the contents of *Psychotherapy Notes* vary from client to client, 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 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, including insurance companies without your written, signed *Authorization*. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

Patient Rights

HIPAA provides you with several new or expanded rights with regard to your *Clinical Records* and disclosures of *PHI*. 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 *PHI* that you have neither consented to nor authorized; determining the location to which *PHI* 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*.

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 that you need in order to meet your treatment goals. We usually schedule a **45 minute** session per week. **Once an appointment is scheduled, you will be expected to pay for it unless you provide at least 24 hours advance notice of cancellation** (e.g. if your appointment is on Monday at 2:00 pm, please cancel by Friday at 2:00 pm). **My late cancellation or no show fee is \$50.** Insurance companies generally do not provide reimbursement for cancelled or missed sessions.

Contacting Me

Due to my work schedule, I am not immediately available by telephone. My telephone is answered by voice mail which I monitor frequently. I will make every effort to return your call on the same day, with the exception of weekends and holidays. If you are in imminent danger, call 911 or go to the nearest emergency room.

Professional Fees

My hourly fee is \$200 which is due immediately following each session. Please make your checks out prior to the session. I also charge this amount for other professional services you may need, on a prorated basis. Other services include report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, or preparation of records or treatment summaries.

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. 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 will 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. I will fill out forms and provide assistance in receiving the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees.

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 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.

Your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. Information typically requested includes the diagnosis, current symptoms, treatment plan, and progress. This information will become part of the insurance company files and will probably be stored in a computer. Insurance companies are supposed to keep such information confidential. In some cases, they may share the information with a national medical information databank. **By signing this Agreement, you agree that I can provide requested information to your insurance carrier.**

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

Name: _____ Signature: _____ Date: _____

Assignment of Benefits

I hereby authorize the release of any medical or other information necessary to process claims. I also request payment of government or other insurance benefits either to myself or to the party who accepts assignment of benefits on the HCFA Form 1500 Health Insurance Claim Form.

Signature: _____ Date: _____