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Psychotherapy for Children, Adolescents & Adults

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 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, 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: a) I have taken action in reliance on it; b) there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; c) you have not satisfied any financial obligations that you have incurred.

Psychological Services

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.

Meetings

Therapy sessions are typically 50 minutes in length. We will decide together on the time and frequency of therapy (usually once a week to start). Insurance companies do not pay for cancelled sessions, therefore, you will be responsible for appointments that you do not keep (\$90) unless: a) you have given 24 hours' notice, b) we are able to reschedule that week, or c) we agree that the cancellation was due to circumstances beyond your control.

Professional Fees

My hourly fee is \$180. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 15 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.

Please note that I am a provider for several insurance companies. As such, if your insurance is Blue Cross Blue Shield, Tufts, and/or Medicare, then my fee essentially becomes the amount which has been set by the individual insurance company, and to which I have agreed. Many other insurance companies will authorize me as an *out-of-network provider*. You can determine whether or not your particular company will do this by a phone call to the number on the back of your insurance card.

Contacting Me

Due to my work schedule, I am often not immediately available by telephone. You may leave a message on my voice mail at any time (781-431-7323, ext 1) and I will return your call as soon as I am able. I check messages between 8:00am and 9:00pm daily. If you are unable to reach me and feel that you cannot wait for me to return your call, please contact your Primary Care Provider and/or the nearest emergency room, and ask for the clinician on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague whom you may contact if necessary.

While I do not share clinical information via text or email, I am willing to use both for scheduling purposes. As with my voice mail, I check texts and email messages a few times each day between the hours of 8:00am and 9:00pm. Neither one is to be used to relay clinical information, including that of an emergent nature.

Limits on Confidentiality

The law protects the privacy of all communications between a patient and the 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. 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 "Pill" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

These are some situations where I am permitted or required to disclose information without either your consent or authorizations:

- 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. 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.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a client files a worker's compensation claim, I must, upon appropriate request, provide appropriate information, including a copy of the patient's record, to the patient's employer, the insurer or the Department of Workers' Compensation.

There are some instances in which I am legally obligated to take action. These situations are unusual in my practice.

- If I have reasonable cause to believe that a child under age 18 is suffering physical or emotional injury resulting from abuse inflicted upon him or her which causes harm or substantial risk of harm to the child's health or welfare (including sexual abuse), or from neglect (including malnutrition), the law requires that I file a report with the Department of Social Services. Once such a report is filed, I may be required to provide additional information.
- If I have reason to believe an elderly or handicapped individual is suffering from abuse, the law requires that I report to the Department of Elder Affairs. Once such a report is filed, I may be required to provide additional information.
- If a client communicated an immediate threat of serious physical harm to an identifiable victim or if a patient has a history of violence and the apparent intent and ability to carry out the threat, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, and/or seeking hospitalization for the patient.
- If a client 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 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 expectations of 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. You may examine and/or receive a copy of your records if you request it in writing, unless I believe that access would endanger you. In those situations, you have a right to a summary and to have your record sent to another mental health provider or your attorney. 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. 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 Record and disclosures of protected health information. These rights include: requesting that I amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures that are made to others; having any complaints you make about my policies and procedures recorded in your records; and the right to paper copies of this Agreement and the attached Notice form. I am happy to discuss any of these rights with you.

Minor & Parent

Clients under 18 years of age who are not emancipated, and their parents, should be aware that the law allows parents to examine their child's treatment records, unless I believe this review would be harmful to the patient and his/her treatment. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. As stated in a previous section, if I have a concern about abuse, neglect, suicidality, or homicidality, I will discuss it with my client and we will talk to his/her parents.

Billing & Payment

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. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.

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. 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. I will fill out forms and provide you with whatever assistance I can to help you to receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees (as allowable by state law). 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, and will be happy to help you understand the information that you receive from your insurance company. 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 HMO's and PPO's 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.

You should also be aware that your contract with your health insurance company requires that I provide them with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. 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. By signing this Agreement, you agree that I can provide requested information to your carrier.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available, and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above.

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

THIS FORM ALSO INDICATES YOUR AWARENESS OF THE FACT THAT THIS CLINICIAN IS ACCOMPANIED BY A THERAPY DOG IN THE OFFICE AT ALL TIMES DURING CLINICAL SESSIONS.

Signature _____ Date _____