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Licensed Psychologist

AGREEMENT FOR PSYCHOLOGICAL SERVICES

Welcome! I look forward to our work together as you seek to make changes in your life and/or gain new understandings. Taking this first step can be very difficult and like any new situation one may not know what to expect. **In an effort to answer many of your questions and provide you with important information, I would like to start by having you read this document before our first meeting**. I will be happy to answer any questions you may have at our next meeting.

This agreement contains important information about my 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 was given with 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. When you sign this document, it will represent an agreement between us about our work together and that you have received HIPAA information. 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.

Breach Notification

1) What is a Breach?

The HITECH Act added a requirement to HIPAA that psychologists and other covered entities must give notice to patients and to HHS is they discover that "unsecure" Protected Health Information (PHI) has

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been breached. A "breach" is defined as the acquisition, access, use or disclosure of PHI in violation of the HIPAA Privacy Rule. Examples of a breach include: stolen or improperly accessed PHI; PHI inadvertently sent to the wrong provider; an unauthorized viewing of PHI. PHI is "unsecured" if it is not encrypted to government standards. A use or disclosure of PHI that violates the Privacy Rule is *presumed* to be a breach unless I can demonstrate that there is a "low probability that PHI has been compromised". That demonstration is done through a risk assessment.

2) What does a Risk Assessment involve?

A Risk Assessment must be undertaken even if the breached PHI was secured through encryption. The risk assessment considers the following 4 factors to determine if PHI has been compromised.

A) The nature and extent of PHI involved.

B) To whom the PHI may have been disclosed.

C) Whether the PHI was actually acquired or viewed.

D) The extent to which the risk of the PHI has been mitigated.

3) Breach Notification Policies and Procedures:

A) When I become aware of or suspect a breach, as defined in #1 above, I will conduct a Risk Assessment, as outlined in #2 above. I will keep a written record of that Risk Assessment.

B) Unless I determine, through the Risk Assessment, that there is a low probability that PHI has been compromised, I will give notice of the breach to any affected client without unreasonable delay and within 60 days of discovery. The notice will be in plain language that a client can understand and will provide a brief description of the breach, including dates; a description of the types of unsecured PHI involved; the steps the client(s) should take to protect against potential harm; a brief description of the steps I have taken to investigate the incident, mitigate harm, and protect against further breaches; my contact information. For breaches affecting less than 500 clients, I will keep a log of those breaches during the year and then provide notice to HHS of all breaches during the calendar year, within 60 days after that year ends.

C) The risk assessment can be done by a business associate if it was involved in the breach. While the business associate will conduct a risk assessment of a breach of PHI in its control, I will provide any required notice to clients and HHS.

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D) After any breach, particularly one that requires notice, I will re-assess privacy and security practices to determine what changes should be made to prevent the re-occurrence of such breaches.

Please note: Any contact initiated by clients through unsecured means (e.g., unsecured email or text) constitutes a willful transmission of unsecured PHI on the client's part and is not considered a breach.

PSYCHOLOGICAL SERVICES

Psychological services are not easily described in general statements due to the many forms it may take. It may include testing, assessment, evaluation, or talking about and actively changing problem areas. It also varies depending on our personalities 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 differs from a medical doctor visit in that it requires 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. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. If you are working on a relationship, it is possible that the new insights you or your partner gain may lead to dissolution of the relationship.

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. Therapy involves a large commitment of time, money, and energy, so it is important for you to be comfortable with the therapist you select. If you have questions about what we are doing together, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

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MEETINGS

The frequency of our meetings will depend on your treatment goals. Typically, I will schedule one **45-minute** session or one **60-minute** session every other week, although some sessions may be longer or more frequent based on a schedule we have agreed on. Couples, family sessions, and business consultations may be 1.5 sessions long. **You will be allowed 1 late cancellation (less than 24 hours notice) in a rolling year without charge. After 1 late cancellation, you will be charged a fee of $65. For Monday appointments, 24 hours notice is the appropriate time on Friday NOT Sunday. Any no-shows (cancellation less than 3 hours notice) will be charged from the first occurrence. A no show will be charged a full session fee. Any late cancellation during holiday season (i.e., week surrounding Thanksgiving, Christmas and New Years) will be charged the full fee even if it is a first occurrence.**

PROFESSIONAL FEES

I will provide a free 15-minute phone or in office consultation to anyone who wants it to help you decide whether you want to pursue services with me. If you decide to continue, the fee for our first meeting is $230. This session costs more due to the extra time involved in an initial evaluation. My fee for subsequent 45-minute individual, couples, or family sessions is $135; 60-minute sessions are charged at $180, 90-minute sessions are charged at $270. In addition to weekly appointments, I charge this amount for other professional services you may need (other than routine record-keeping), although I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations, consulting with other professionals with your permission, 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 difficulty of legal involvement, I charge $500 per hour for preparation and attendance at any legal proceeding with a minimum of 4 hours time which will be due **in advance** of any appearance by me. Fees for workshops and business consultations will vary depending on the specific requirements.

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BILLING, PAYMENTS, AND INSURANCE

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. I accept personal check or credit card. If your personal check is returned, you will be responsible for all fees associated with check return. If your account has not been paid for more than 30 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. By signing this agreement you agree that if collections is required in such a circumstance it will not constitute a breach of your confidentiality. 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. I will assist you with out-of-network insurance benefits by providing receipts with the necessary information for you to submit to your insurance although you will be expected to pay up front.

CONTACTING ME

I schedule all my own appointments and get all messages via voicemail. I see clients part time (three days per week). I check my voicemail as my schedule will allow. **I do not check voicemail after 7pm Mon through Thurs or on weekends**. I do not check email on days I am off. I will make every effort to call you back as soon as when I am not with a patient. If you are experiencing a life-threatening emergency or if you are unable to wait until I return your call, contact your family physician, psychiatrist, or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

LIMITS ON 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 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:

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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 may practice with another mental health professional and that I may 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 professional staff member. Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

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.

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

If you are involved in a court proceeding and a request is made for information concerning the professional services I provided you, 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 patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

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If a patient files a worker's compensation claim, and I am providing services related to that claim, I must, upon appropriate request, provide appropriate reports to the Workers Compensation Commission or the insurer.

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 have reason to believe that a child under 18 who I have examined is or has been the victim of injury, sexual abuse, neglect or deprivation of necessary medical treatment, the law requires that I file a report with the appropriate government agency, usually the Office of Child Protective Services. Once such a report is filed, I may be required to provide additional information.

If I have reason to believe that any adult patient who is either vulnerable and/or incapacitated and who has been the victim of abuse, neglect or financial exploitation, the law requires that I file a report with the appropriate state official, usually a protective services worker. Once such a report is filed, I may be required to provide additional information.

If a patient communicates an explicit threat of imminent serious physical harm to a clearly identified or identifiable victim, and I believe that the patient has the intent and ability to carry out such threat, I must take protective actions that may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.

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 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, a description of the ways in which your problem impacts on your life, your

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diagnosis, the goals that we set for treatment, your progress towards those goals, your 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.

Except in unusual circumstances that involve danger to yourself and others or where information has been supplied to me by others confidentially, 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 request 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 situations, I am allowed to charge a copying fee of $0.75 per page (and for certain other expenses). The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

In addition, I may also keep a set of Process or 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. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes 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.

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 of protected health information that you have neither consented to nor

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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 attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS & PARENTS

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. 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, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete, upon written request. 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 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. I understand that as a parent, you are concerned and may want to know about the content of your child's discussions. It is my experience that a child will progress better in treatment if they know their parent will not know the specific content of the therapeutic discussions. Many times, this is not due to the child wanting to "keep secrets" from the parents, but due to the child being embarrassed, guilty, or otherwise lacking the communication skills.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ABIDE BY ITS TERMS DURING OUR PROFESSIONAL RELATIONSHIP.

_____ _____

Signature of Patient or Legal Guardian Date

Parent/Guardian when primary client is adolescent minor:

Check boxes and sign below indicating your agreement to respect your adolescent's privacy:

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/____/ I will refrain from requesting detailed information about individual therapy sessions with my child. I understand that I will be provided with periodic updates about general progress, and/or may be asked to participate in therapy sessions as needed.

/____/ Although I know I have the legal right to request written records/session notes since my child is a minor, I agree NOT to request these records in order to respect the confidentiality of my adolescent's treatment.

/____/ I understand that I will be informed about situations that could endanger my child. I know this decision to breach confidentiality in these circumstances is up to the therapist's professional judgment and may sometimes be made in confidential consultation with her peer consultants.

/____/ I understand that abrupt termination of therapy may render a need to discuss sensitive information pertinent to my child's treatment needs. I agree to obtain that shared information in person via a parental session with the therapist to discuss possible ongoing needs for my child's health and wellbeing.

Parent Signature _____ Date_____

Parent Signature _____ Date_____

Therapist Signature _____ Date_____

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