

## PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

Welcome to my practice. This document contains important information about my professional services and business policies. The business office, Carolina Counseling Center, houses an association of independently practicing professionals who share administrative and billing functions. Each of the therapists is completely independent in providing clinical services. The clinical records are separately maintained and no one can have access to them without your specific, written permission. When you sign this document below, it will represent an agreement between you and your therapist.

We also ask you to read and sign acknowledgement of the "HIPAA Notice" that provides information about the Health Insurance Portability and Accountability Act (HIPAA). HIPAA is 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. The law requires that I obtain your signature acknowledging that I have provided you with this information.

### 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 may have to work on

things we talk about both during our sessions and in other settings.

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. But there are no guarantees of what you will experience. If you have questions about my procedures, 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.

### APPOINTMENTS

During the first couple of sessions we will evaluate whether I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. If there is a need to cancel an appointment, please do so at least 24 hours prior to the scheduled appointment. You may be charged for cancellations later than that and for appointments missed without notification. You may leave a message about a cancellation on our answering machine at any time by dialing 763-9512 or 762-9083. Please note that insurance companies do not provide reimbursement for canceled sessions.

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 \$150.00 per hour for preparation and attendance at any legal proceeding. A Psychological Evaluation that requires a written report will be billed differently based on the complexity of the psychological tests being administered and the type of report that is requested. These fees are individualized and I will discuss the cost with you prior to beginning the evaluation.

### IN CASE OF EMERGENCY

During regular office hours, call to see if I can be reached by phone or if there is a time available for you to come into the office. After hours, you may call the PAGER # 772-1984 and the therapist on call will return your call. If you are unable to reach me and feel that you can't wait for someone to return your call, contact your family physician or go to the nearest Emergency Room or dial 911 for assistance. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

### CONFIDENTIALITY

We respect the confidentiality of all persons seen in this office and ask that you do the same by not revealing their names or discussing any information about them with others. 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. Other situations that may affect the release of your personal health information are described in the HIPAA Notice (separate document). Your signature on this Agreement provides consent for those releases.

## 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 several types of information such as 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, your progress towards those goals. It also includes 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. You may have access to the information contained in your Clinical Record except in unusual circumstances that involve danger to yourself and/or others or when the record makes reference to another person (unless such other person is a health care provider) and I believe that access is reasonably likely to cause substantial harm to such other person. Any request for your records must be in writing. In most circumstances, I am allowed to charge a copying fee of \$.10 per page and for certain other expenses. The exceptions to this policy are contained in the attached HIPAA Notice.

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 may also contain particularly sensitive information that you reveal to me that is not required to be included in your Clinical Record and information revealed to me confidentially by others. 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.

## MINORS & PARENTS

Children of any age have the right to independently consent to and receive mental health treatment without parental consent and, in that situation, information about that treatment cannot be disclosed to anyone without the child's agreement. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment and this requires that some private information be shared with parents. It is my policy not to provide treatment to a child under 16 unless he/she agrees that I can share whatever information I consider necessary with his/her parents. For children 16 and over, I request an agreement between my patient and his/her parents allowing me to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. 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.

## INSURANCE REIMBURSEMENT

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I and/or my staff will fill out forms and provide you with whatever

assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers. Your policy may not cover all psychological services, e.g., custody evaluations, certain tests, sessions beyond a certain set number, etc.

You should also be aware that your contract with your health insurance company requires that I provide it 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.

Your signature on the Patient Information Sheet indicates that you have read the information in this document and agree to abide by its terms during our professional relationship. This copy is provided for your information. If you have any questions or concerns, please talk to your therapist as soon as possible.