

PSYCHOTHERAPIST-PATIENT 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. 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. Please read the Agreement carefully and jot down any questions that you might have so that we can discuss them at our next meeting.

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 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. 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 about what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Should we decide that psychotherapy or counseling is the best course, we will decide together on the best route. Most usual recommendations are for individual, couple, or family sessions (generally 45 minutes long), or group sessions (generally an hour and a half). In most cases, the recommendation is to begin on a weekly basis, although this can vary depending upon circumstances.

Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. 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.

PROFESSIONAL FEES

My customary fee is \$130 for individual, couple, and family sessions, and \$65 per meeting for group sessions. In addition to regularly scheduled appointments, it is my practice to charge \$125 per hour, on a prorated basis, for other professional services you may require such as psychological testing, report writing, telephone conversations which last 10 minutes or longer, attendance at meetings or consultations with schools or other professionals which you have authorized, preparation of records or treatment summaries, or the time required to perform any other service which you may request of me. Authorized professional meetings that require travel, such as school consultations, will include the same pro rated charge for travel time. None of these meetings will ever be arranged or conducted without prior discussion and consent.

If you become involved in litigation that requires my participation, you will be expected to pay for the professional time required even if I am compelled to testify by another party. Because of the complexity and difficulty of legal involvement, I charge \$200 per hour for preparation for, and attendance at, any legal proceeding.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Participation in groups may require pre-payment for a series of group meetings, and divorce assistance, such as divorce mediation and collaborative divorce coaching, may require a retainer.

Bills are provided at the end of each month. Each billing statement contains the information required for insurance purposes, including a diagnostic code. **I ask that you take personal responsibility for submitting your bills to your insurance company each month.** This helps me to keep my clerical services to a minimum which, in turn, helps me to keep my charges to a minimum.

With the exceptions of emergencies or illnesses, failed appointments and cancellations without 24 hours notice are charged at the customary rate and coded on your billing statement as a "missed appointment" or "cancelled with insufficient notice." You are fully responsible for payment of these charges; insurance will usually not cover them.

If payment lapses by more than two months and suitable arrangements for payment have not been agreed to, I will have to affix a \$10 per month fee each month thereafter to cover paper work. Payments that lapse two months or more may result in termination of service, and initiation of collection procedures. If legal action becomes necessary, the costs of bringing that proceeding will be added to the claim. In these circumstances, all I release are patient's name, contact information, dates of service, and amount due.

Understandable problems with payment; for example, extended periods of unemployment, will be dealt with on an individual basis. Money is a sensitive matter and is always open to discussion. Open communication is our best way to avoid problems.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important that you evaluate what resources are available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions, you should call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to try to assist you in deciphering the information you receive from your carrier. It is important to note that ultimately you, and not your insurance company, is responsible for payment of fees. They are there to help if your plan allows for it.

If you have a managed care plan, you need to find out if I am a member of that plan. If I am, then the plan will set my fee schedule and your co-payment obligation. If I am not, then you need to find out how you go "out of network" to use my services. Many plans will allow you to do this, although you may have to meet a different deductible and co-payment obligation. **Do not let your insurance administrator dissuade you from using the provider of your choice; in most cases, there is a way to do this.**

Managed health care plans such as HMOs and PPOs often require advance authorization before they will provide reimbursement for mental health services. These plans are often oriented towards short-term treatment. Therefore, it is not unusual for me to have to seek approval for additional sessions following the initial authorization. Usually such requests are granted; but there is no guarantee. Should your benefits end before you feel finished, we can discuss a variety of treatment options elsewhere.

You should also be aware that most insurance agreements require that I provide a clinical diagnosis, and sometimes additional clinical information such as a treatment plan or summary, or in rare cases, a copy of the entire record. This information will become part of the insurance company files, and, in all probability, some of it will be computerized. All insurance companies claim to keep such information confidential, but once it is in their hands, I have no control over what they do with it. In some cases they may share the information with a national medical information data bank. **Therefore, it is important to remember that you always have the right to pay for my services yourself and avoid the complexities and potential violations of privacy that are described above. Please feel free to talk to me about non-insurance options.**

CONTACTING ME

I am often not immediately available by telephone. While I am usually in my office during daytime hours,

Monday through Friday, I will not answer the phone when I am with a patient. However, I do check my voice mail on a regular basis, and will generally be able to return your call within 24 hours. I am less responsive on weekends and holidays, and will generally return calls during the next business day. If you cannot reach me, and you feel that you cannot wait for me to return your call, you should call your family physician or the emergency room at the nearest hospital and ask for the mental health professional on call. If I am unavailable for an extended time, such as attending professional meetings or vacations, I will provide you with the name of a trusted colleague whom you can contact, if necessary. If I receive or return your call on my cell phone, I will inform you of this and offer you the option of waiting for me to call you back when I reach a land-based phone. The latter assures privacy.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of 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. Most notable of these situations are my consulting with other health and mental health professionals about your case. During such consultation, I make every effort to avoid revealing your identity. The other professionals are also legally bound to keep all information confidential. I will tell you about these consultations only when I feel it is important to our work together. All consultations will be noted in your Clinical Record. You have the right to access these. Also, since I often practice with other mental health professionals and may employ administrative staff, I may need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of these individuals are bound by the same rules of confidentiality. All staff members will have been given training about protecting your privacy and will have agreed not to release any information outside of the practice without the permission of a professional staff member.

As detailed in the New Hampshire Notice Form, there are some situations where I am permitted or required to disclose information without either your consent or Authorization. Most notable of these are responding to court orders and to governmental agencies requesting information for health oversight activities (e.g., licensing and ethics committees), workers compensation claims, lawsuits filed against me where I am allowed to defend myself, suspected cases of child, elder, disabled or domestic abuse, and situations where there is clear and substantial risk of imminent serious harm to one's self or to others. In these latter instances, I am morally and legally obligated to take protective actions such as initiating hospitalization and/or contacting the potential victim, and/or the police, and/or the patient's family. If any of these situations 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 keep protected health information (PHI) 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 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 the unusual circumstance where disclosure is reasonably likely to endanger you and/or others or when another individual (other than another health care provider) is referenced and I believe disclosing that information puts the other person at risk of substantial harm, you may examine and/or receive a copy of your Clinical Record, if it is requested in writing. Because these are professional records and can be misinterpreted and/or upsetting to untrained readers, my preference is that you not review them alone. If you wish to review them, I recommend that you do so in my presence so that I can answer your questions with sensitivity and non-professional jargon, or have them forwarded to another mental health professional for the same reason. A prorated fee, based on my customary hourly rate, will be charged for preparation of materials. Where I need to duplicate the record, I am allowed to charge a copying fee of 35 cents per page (and for certain other expenses). If I refuse your request for access to your Clinical Records, you have a right of review which is detailed in the Missouri Notice Form.

In addition, I also keep a set of Psychotherapy Notes which are kept separate from your Clinical Record. They are for my own use and are designed to assist me in providing you with the best treatment. They can include the contents of our conversations, my analysis of those conversations, and how they impact your therapy. My 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.

Both the Clinical Record and Psychotherapy Notes are kept in a locked file, and are retained for a minimum of seven years as prescribed by New Hampshire law. All electronically stored materials are password protected.

PATIENT RIGHTS

Patient rights and protections, according to HIPAA, include your right to request amendments to your record; to request restrictions on what information from your Clinical Records is disclosed to others; requests for accountings of most disclosures of protected health information that you have neither consented to nor 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. These rights are detailed in the New Hampshire Notice Form.

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 unless I decide that such access is likely to injure their child, or we agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is generally 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. 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. Parent's and minor's signatures on this document constitutes both an understanding and an agreement with this policy.

Your signature on the Consent To Treatment that follows indicates that you have read the information in this document and agree to abide by its terms during our professional relationship. Thank you.

