

## **PSYCHOTHERAPIST-CLIENT SERVICES AGREEMENT AND HIPAA NOTICE OF PRIVACY PRACTICES**

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 client 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. We can discuss any questions you have about anything in this Agreement in our first session. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time.

### **PSYCHOLOGICAL SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist and the client, 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 of what you will experience.

### **MEETINGS**

If psychotherapy is begun, I will usually schedule one 50-minute session per week or every two weeks at a time we agree on, although some sessions may be longer or more frequent. **Once an appointment time is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. You will be charged the full session fee if cancellation is not received at least 24 hours prior to the scheduled appointment.**

### **PROFESSIONAL FEES**

My hourly fee is \$110.00. 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 10 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.

### **CONTACTING ME**

Due to the nature of my work, I am often not immediately available by telephone. My telephone is answered by confidential voice mail that I check frequently. I will make every effort to return your call within 24 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact Pasadera/SAMHC crisis services 24 hours a day at (520) 617-0043.

## **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a client and psychotherapist. In most situations, I can only release information about your treatment to others if you sign a written authorization form. 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 client. 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 Psychotherapist's Policies and Practices to Protect the Privacy of Your Health Information).
- If a client threatens to harm him or herself, I may be obligated to seek hospitalization for him or her, or to contact family members or others who can help provide protection.
- Disclosures required by health insurers to collect overdue fees are discussed elsewhere in this agreement.

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 psychotherapist-client 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, 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.

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.

**MINORS AND PARENTS**

The parents of clients under 18 years of age who are not emancipated should be aware that the law might allow them 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. 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 h/she may have.

**BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless we agree otherwise. If you have insurance coverage that requires a copay, it is due at the time of the session. Payment schedules for other professional services will be agreed upon when they are requested. [In circumstances of financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.]

**INSURANCE REIMBURSEMENT**

If you have a health insurance policy and I am able to take that insurance, you will pay your copay at the time of service and I will bill your insurance company for the remainder. You should 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's files and will probably be stored in a computer. The insurance companies are bound by HIPAA laws to protect your privacy. By signing this Agreement, you agree that I can provide requested information to your carrier.

YOUR SIGNATURE ON THE INCLUDED SIGNATURE PAGE INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS DURING OUR PROFESSIONAL RELATIONSHIP, AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPPA INFORMATION ABOUT HOW I PROTECT YOUR PRIVACY.

THANK YOU.