

## Therapist-Patient Services Agreement

Welcome to College Skyline Center. 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 your Protected Health Information (PHI) used for the purposes 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 explains HIPAA and its application to your personal health information in greater detail. We can discuss any questions you have about the procedures. 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 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.

### Behavioral Health

Psychotherapy or counseling (therapy) is not easily described in general statements. It varies depending on the personalities of the therapist and patient, and the particular problem. There are many different methods I may use to deal with the problems that you have to address. Therapy 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.

Therapy 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, therapy 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. Our first session or more, if needed, 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, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. 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 behavioral health professional for a second opinion.

### Meetings

I normally conduct an evaluation that will last from 1 to 4 sessions. During this time, we can both decide if I'm the best person to provide the services you need in order to meet your treatment goals. If therapy is begun, I will usually schedule one 50-minute session (one appointment hour of 50 minutes per week or every other week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide at least 24 hours advance notice of cancellation unless we both agree that you were unable to attend due to circumstances beyond your control. It is important to note that insurance companies do not provide reimbursements for cancelled sessions.

### Contacting Me

CSC is open 8:00 am to 7:00 pm weekdays (5:00pm on Fridays). I am in at various times during the week. If I am gone, office staff typically know, and I usually have a voice mail message about my absence. Due to my work schedule, I am often not immediately available by telephone. I am usually in my office daily, but I probably will not be able to answer the phone when I am with a patient. When I am unavailable my telephone is answered by voice mail or clerical staff. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are unable to reach me and believe that you cannot wait for me to return your call, contact your family physician or the nearest hospital emergency room and ask for the behavioral health professional on call. If I will be unavailable for an extended time, I will provide you with the name of a College Skyline Center colleague to contact, if necessary.

### Limits on Confidentiality

The law protects the privacy of all communication between a patient and a therapist. 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:

- Professional staff at CSC have current or future access to your records to aid in your treatment or evaluation at CSC. The other professionals are also legally bound to keep the information confidential. If you do not object, we will not tell you about these consultations unless we believe that it is important to our work together. I will note all consultations in your Clinical Record.

- You would be aware that I practice with other behavioral health professionals and that I utilize administrative staff help.

In most cases, I need to share protected health information with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. All of the behavioral 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.

- I have contracts with a collection agency and sometime as required by HIPAA, I have a formal business associate

contact with such business in which they promise to maintain the confidentiality of these data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of these organizations and/or a blank copy of their contract.

- Disclosures required by health insurers or 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 your diagnosis and treatment, such information is protected by the therapist-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.

- If a patient files a worker's compensation claim, I must, upon appropriate request, provide a copy of the patient's record to the Labor and Industrial Commission or the Workers' Compensation Division of the Missouri Department of Labor and Industrial Relations, or the patient's employer.

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 reasonable cause to suspect that a child has been or may be subjected to abuse or neglect or observe a child being subjected to conditions or circumstances that would reasonably result in abuse or neglect, the law requires that I file a report with the Missouri Division of Family Services. Once such a report is filed, I may be required to provide additional information.

- If I have reasonable cause to suspect that an elderly or disabled adult presents a likelihood of suffering serious physical harm and is in need of protective services, 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 believe that it is necessary to disclose information to protect against a clear and substantial risk of imminent serious harm being inflicted by the patient on him/herself or another person, I may be required to take protective action. These actions may include initiating a hospitalization and/or contacting the potential victim, and/or the police and/or the patient's family. If such a situation arises, I will make every effort to fully discuss this 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.

You should be aware that pursuant to HIPAA, I keep Protected Health Information about you in a patient chart, which contributes to your Clinical and Accounting records. 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 and accounting record if you request in writing. Because these are professional records, they can misinterpret and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence or have them forwarded to another mental health professional so you can discuss the contents. I am sometimes willing to conduct this review meeting without charge. In most circumstances, I am allowed to charge a copying fee 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 Clinical and Accounting Records, you have a right of review, which I will discuss with you upon request.

### Patient Rights

HIPAA provides you with several rights with regard to your Clinical and Accounting Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical and Accounting Record is disclosed to others; requesting an accounting 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 previously mentioned notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

### Minors and 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. Parents have equal access to the records. Because privacy in therapy 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. Any other communication will require the child's Authorization unless I believe 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. If either parent wishes the child to not be seen, I will terminate counseling.

### Billing and Payments

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. If your account is not paid, I may hire a collection agency or go through small claims court, which will require me to disclose otherwise confidential information. In most collection situations, I release identifying information (name, address, phone, social security #, place of work etc.) the dates of services, the nature of services provided, and the amount due. If such action is necessary, its costs may be included in the claim and/or a 1.5% month carrying charge on all delinquent accounts may be charged.

### Insurance Reimbursements

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. If you have a health insurance policy, it will usually provide some coverage for behavioral health treatment. I will fill out forms and provide you with whatever assistance I 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 what behavioral health services your insurance policy covers. Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much behavioral health coverage is available. "Managed Health Care" places such as HMO's and PPOs 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 a short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will my best to find another provider.

You should also be aware that you 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 once it is in their hands. In some cases, they may share the information with a national medical information data bank. I will provide you with a copy of any report I submit, if your request it. By signing this agreement, you agree that I can provide requested information to your carrier.

### Assignment of Benefits

Your signature below is your authorization for your insurance/managed care to send payment for services to me. Once we have all 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 (unless prohibited by contract).

### Professional Fees

All fees related to patient care are the responsibility of the patient or responsible party. Services include report writing, telephone conversations, 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. Initial Diagnostic and evaluative sessions are charged at \$180 per hour and \$165 per hour for subsequent therapeutic and administrative service including but not limited to report and transportation costs, even if I am called to testify by another party.

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

Agreed to by \_\_\_\_\_ Patient Signature \_\_\_\_\_  
Patient Name Printed

Date \_\_\_\_\_

\_\_\_\_\_  
Patient's legally authorized representative name

\_\_\_\_\_  
Patient's legally authorized representative signature

Date \_\_\_\_\_

\_\_\_\_\_  
Therapist Signature

Date \_\_\_\_\_