

Psychotherapist-Client Services Agreement

Welcome to my office and practice. This document (the Agreement) contains important information about my professional services and business policies, all of which conform not only to the Health Insurance Portability and Accountability Act (HIPAA), but also to the laws of the State of Georgia. It also contains summary information about HIPAA, 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. HIPAA requires that I also 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 is attached to 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, as your individual psychotherapist, have provided you with this information at the end of this session.

Although these documents are long and sometimes complex, it is very important that you read them carefully. Feel free to bring up any questions or concerns that you have so that we can talk about them.

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.

About Psychotherapy

Psychotherapy is not easily described in general statements. Unlike visiting a medical doctor, psychotherapy requires a very active effort on your part. In order to be most successful, it will be important for you to work on the things we talk about both during our sessions and at home.

Psychotherapy has both benefits and risks, and often requires discussing unpleasant or distressing aspects of your life. However, it often leads to better relationships, resolutions of specific problems, and a significant reduction in feelings of distress.

Our first few sessions will involve an evaluation of your needs, during and after which I will be able to offer you some initial impressions of how I view your concerns and what our work might include, if we decide to continue working together. You should evaluate this information along with your own assessment about whether you feel comfortable working with me. If you have questions about my procedures we should discuss them whenever they arise. If you have persistent doubts about our being a good match, I will be happy to help you to get an appropriate consultation with someone else.

Meetings and Scheduling

If we mutually decide to continue psychotherapy after the initial evaluation period, I usually schedule one 50-minute session per week, although sometimes we might decide to hold longer or more frequent sessions. This fifty minutes includes time spent paying fees, setting up future appointments, etc. Once an appointment is scheduled, you will be expected to pay for it in full, unless you provide **24 hours advance notice of cancellation**. Most insurance companies will not reimburse you for missed sessions.

Cancellation must be made by phone and Monday appointments must be cancelled by 3 pm Friday.

Contacting Me

Other than by prior arrangement, I am not immediately available by telephone. However, I will make every effort to return phone calls within 24 hours except when you have been notified that I will be out of town or otherwise unavailable and barring personal emergency. If you feel that you cannot wait for me to return your call, please contact your family physician or the emergency room at the nearest hospital and ask for the psychologist or psychiatrist on call. If I am going to be unavailable for an extended period of time, I will let you know in advance and will, if requested, provide you with the name of a trusted colleague whom you can contact during my absence if necessary.

Confidentiality

I will keep all information about our sessions (including the fact that you are or have been in therapy with me) strictly confidential in accordance with the Ethical Principles of the American Psychological Association. The law also protects the privacy of all communications between us. These laws and guidelines require exception to confidentiality only under such extenuating circumstances as when a client expresses a serious intent to inflict life-threatening harm upon him/herself or someone else, or there is likelihood of some preventable abuse of a minor, an elderly person, or a disabled person. Situations like this have rarely arisen in my practice. Should a situation of this nature occur, I would make every effort to discuss it with you before taking any action.

If you are involved in a court proceeding and a request is made for information concerning my professional services, such information is protected by the psychotherapist-patient privilege law. I cannot provide any information without your 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 patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

If you file a worker's compensation claim, and I am providing treatment related to the claim, I must, upon appropriate request, furnish copies of all medical reports and bills.

Disclosures may also be required by health insurers (see below) or to collect overdue fees.

Though I share office space with other professionals, each of us operates as an independent practitioner. No one else has access to your records, phone messages, or other confidential information.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you and I 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 Fees

Fees are payable at the beginning or end of each session. You may pay in advance for a number of sessions, but may not miss payments unless this is specifically arranged ahead of time. My fee for each 50-minute session is \$180. It is my practice to charge this amount on a prorated basis for any other professional service you may require outside of our sessions, such as report or letter writing, telephone conversations that last longer than 10 minutes, or preparation of records or treatment summaries.

Insurance Reimbursement

Usually, health insurance policies provide some coverage for mental health treatment. However, you, not your insurance company, are responsible for full payment of the fee we have agreed to. Therefore it is very important that you find out exactly what mental health services your insurance policy covers, and whether preauthorization or precertification is required. I am not on the panels of any managed care network, which means that I will be an out of network provider. If you plan to file for reimbursement for our sessions you should inquire about the reimbursement benefits and procedures for providers who are out of network.

I am not able to file claims with your insurer for you, but I can provide you with billing statements upon request to facilitate filing. Unless we have worked out a prior arrangement, I ask that you pay me for services at the time that they are provided and then submit claims you might choose to in order to be reimbursed.

You should also be aware that most insurance agreements require you to authorize me to provide a clinical diagnosis, and sometimes additional information such as a treatment plan, a treatment summary or, in rare cases, a copy of the entire record. This information will become part of the insurance company files. Although insurance companies claim to keep such information confidential, I cannot guarantee that this will be the case.

Professional Records

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. You should be aware that, pursuant to HIPAA, I keep Protected Health Information in two sets of professional records. One set constitutes your Clinical Record. It includes things such as 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 you and I 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.

You or your legal representative may examine and/or receive a copy of your Clinical Record, if you request it in writing, except in unusual circumstances that involve danger to yourself or others or if the record contains a 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 [or if information is supplied to your psychotherapist confidentially by others]. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them with me or have them forwarded to another mental health professional so you can discuss the contents. In these situations I will charge a copying fee (and fees for certain other related expenses).

In addition to the Clinical Record I 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 conversations, 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 [and information supplied to me confidentially by others]. These 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.

Social Media

I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

Interacting

Please do not use messaging on Social Networking sites such as Twitter, Facebook, or LinkedIn to contact me. These sites are not secure and I may not read these messages in a timely fashion. Do not use Wall postings, @replies, or other means of engaging with me in public online if we have an already established client/therapist relationship. Engaging with me this way could compromise your confidentiality. It may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart.

If you need to contact me between sessions, the best way to do so is by phone at 678-575-1406. Direct email at drjay3@att.net is second best for quick, administrative issues such as changing appointment times but please be aware that email is also not a secure medium and I cannot ensure its confidentiality. Sometimes clients text me to request an appointment time or to let me know if they are running late to an appointment. Please know that, again, text isn't always secure. I am fine with brief texts only related to your appointment time should you choose to do so.

It is NOT a regular part of my practice to search for clients on Google or Facebook or other search engines. Extremely rare exceptions may be made during times of crisis. If I have a reason to suspect that you are in danger and you have not been in touch with me via our usual means (coming to appointments, phone, or email) there might be an instance in which using a search engine (to find you, find someone close to you, or to check on your recent status updates) becomes necessary as part of ensuring your welfare. These are unusual situations and if I ever resort to such means, I will fully document it and discuss it with you when we next meet.

You may find my psychology practice on sites such as Yelp, Healthgrades, Yahoo Local, Bing, or other places which list businesses. Some of these sites include forums in which users rate their providers and add reviews. Many of these sites comb search engines for business listings and automatically add listings regardless of whether the business has added itself to the site. If you should find my listing on any of these sites, please know that my listing is NOT a request for a testimonial, rating, or endorsement from you as my client.

The American Psychological Association's Ethics Code states under Principle 5.05 that it is unethical for psychologists to solicit testimonials: "Psychologists do not solicit testimonials from current therapy clients/patients or other persons who because of their particular circumstances are vulnerable to undue influence."

Of course, you have a right to express yourself on any site you wish. But due to confidentiality, I cannot respond to any review on any of these sites whether it is positive or negative. I urge you to take your own privacy as seriously as I take my commitment of confidentiality to you. You should also be aware that if you are using these sites to communicate indirectly with me about your feelings about our work, there is a good possibility that I may never see it.

If we are working together, I hope that you will bring your feelings and reactions to our work directly into the therapy process. This can be an important part of therapy, even if you decide we are not a good fit. None of this is meant to keep you from sharing that you are in therapy with me wherever and with whomever you like. Confidentiality means that I cannot tell people that you are my client and my Ethics Code prohibits me from requesting testimonials. But you are more than welcome to tell anyone you wish that I'm your therapist or how you feel about the treatment I provided to you, in any forum of your choosing.

If you do choose to write something on a business review site, I hope you will keep in mind that you may be sharing personally revealing information in a public forum. I urge you to create a pseudonym that is not linked to your regular email address or friend networks for your own privacy and protection.

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 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 and the attached Notice form. I will be happy to discuss any of these rights with you.