

## **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, 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 \$130. 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 can provide you with billing statements upon request to facilitate filing.

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. If you choose to use insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available.

### **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 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.

### **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.