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PSYCHOLOGIST-PATIENT SERVICES AGREEMENT
Consent to Services

Welcome to my practice. This document 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 new private 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.

HIPAA requires that I provide you with a Notice of Private Practices (the Notice) for use and disclosure of PHI for treatment, payment, and health care operations. The Notice, which is provided to you separately, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully before we meet. We can discuss any questions you may have about the procedures at that time. Please provide your signature upon reading this document. Your signature represents 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.

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 a patient experiences. I may use a variety of different methods to respond to the problems you hope to address. Psychotherapy is a unique medical service in that it is very much contingent upon active effort on your part. Therapy is most effective when patients work on what we discuss both during and between sessions.

The benefits and risks of therapy are not always predictable. Therapy and assessment often involve discussing unpleasant aspects of your life, which may elicit uncomfortable emotions, and may even intensify your problems for a time. On the other hand, therapy has also shown to have many benefits. Therapy can help you improve the quality of your life, including your relationships, and reduce or alleviate feelings of distress. Unfortunately, it's very difficult to predict what experience you'll have. Your experience in therapy will depend on factors such as your particular problems, my skill and technique, as well as your motivation and the effort you dedicate to the therapy process.

I normally conduct an assessment of your needs during the first one to three sessions. By the end of this assessment, I will be able to offer you some initial impressions of what our work will include and a treatment plan to follow 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 effort, so please it's important to be careful about whom you select to be your therapist. If you have any questions about my procedures, please raise them whenever they arise. If your doubts persist, I will be happy to help set up a meeting with another mental health professional for a second opinion.

Assessments conducted for specific reasons (e.g., diagnostic determinations; evaluating your readiness for surgery; consultation with psychiatrist or therapist) may include the administration of one or more inventory. More specific instructions and information will be provided to you at the time of the assessment.

MEETINGS

As mentioned above, I normally conduct an assessment the first few sessions. During this time, we can decide together whether I am the best person to provide the services you need to meet your treatment goals. Once we have decided to proceed with therapy, I will usually schedule one 50-minute session per week at an agreed upon time. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice or 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 reimbursement for cancelled or missed sessions.**

CONTACT INFORMATION

Due to my work schedule I am often unavailable by telephone. While I am usually in one of my offices between 9:00 a.m. and 5:00 p.m., I will likely not answer the phone during these times, particularly if I am with a patient. When I am unavailable, my telephone is answered by voice mail, which is frequently monitored. I will make every effort to return your call one the same day you leave a message, with the exception of weekends and holidays. If you are difficult to reach, please inform me of times when you will be available. If you are unable to reach me and believe you cannot wait for my returned call, please contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I am unavailable for an extended time, I will provide you with the name of a colleague to contact if needed.

LIMITS ON CONFIDENTIALITY

Law and professional ethics protect the privacy of all communications between patients and psychologists. In most situations, I can only release information about your treatment to others if you sign a written Authorization form meeting 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 the following activities:

- I may occasionally find it helpful to consult with other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. 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 believe 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 Psychologist's Policies and Practices to Protect the Privacy of Your Health Information.

- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

- If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

There are some situations in which 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 psychologist-patient privilege law. I cannot provide any information without your written authorization, or 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, disclose information related to the patient's injury, including a copy of the patient's record, to the patient's employer, a licensed and approved vocational rehabilitation counselor assigned to the patient's claim, or the worker compensation insurer.

There are some situations in which I am legally obligated to take actions that I believe are necessary to attempt to protect others from harm, which may require that I reveal some information about a patient's treatment. These situations are unusual in my practice.

- If I have reason to believe that a child's physical or mental health or welfare is endangered as a result of abuse or neglect or that abuse was a contributing factor in a child's death, the law requires that I file a report with the appropriate government agency, usually the Louisiana Department of Social Services. Once such a report is filed, I may be required to provide additional information.

- If I have cause to believe that an adult's physical or mental health or welfare has been or may be further adversely affected by abuse, neglect, or exploitation, the law requires that I report to the appropriate government agency, usually an adult protective agency. Once such a report is filed, I may be required to provide additional information.

- If a patient communicates a significant threat of physical violence to an identifiable victim, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.

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 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 RECORDS

You should be aware that pursuant to HIPAA, I keep Protected Health Information 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 problems affect your life, your diagnosis, the goals we set up for treatment, your progress towards these 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 that disclosure is reasonably likely to endanger you or others, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. 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 in my presence, or have them forwarded to another mental health professional so you can discuss contents. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

In addition, I also 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 patient to patient, the can include the contents of our conversations, my analysis of these conversations, and how they affect your therapy. They may also contain particularly sensitive information you reveal that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless I determine that disclosure would be injurious to your health or welfare, or could reasonable be expected to endanger the life or safety of any other person. There is no right of review for denial of access to your Psychotherapy Notes.

PATIENT RIGHTS

HIPPA provides you with several new or expanded rights with regard to your Clinical Records 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 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, 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 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 with general information about the progress of the child's treatment, and his/her attendance of 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 objectives he/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 or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure payment. This may involve hiring a collection agency or going through small claims court, which will require me to disclose otherwise confidential information. In most collection situations, the only

information I release regarding a patient's treatment is his/her name, the nature of the services provided, and the amount due. If such legal action is necessary, the costs will be included in the collections claim.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate the resources you have available to pay for your treatment. If you have a health insurance policy, it may provide some degree of coverage for mental health treatment. I will complete forms and provide you with whatever assistance I can to help 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 determine your insurance policy coverage prior to the onset of therapy.

If you have questions about your coverage, call your plan administrator or customer service. I will provide you with any information I have and am willing to assist you in navigating the insurance process.

You should also be aware that your health insurance company requires that I provide information relevant to the services that I provide 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 the minimum information about you that is necessary for their requested purpose. This information will be entered into insurance company records. Once your information is released, I have no control over how it is managed.

Your signature below indicates you have read this agreement and agree to its terms, and also serves as an acknowledgement that you have received the HIPPA notice form described above.

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Signature of client (or legal guardian) *Date*

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Print Name