



## PROVIDER-CLIENT SERVICES AGREEMENT

This document contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (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 we provide you with a Notice of Privacy Practices (Georgia Notice Form) 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 we obtain your signature acknowledging that we have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully. 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 us unless we have taken action in reliance on it; if there are obligations imposed on us 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 therapist and patient, and the particular problems you are experiencing. There are many different methods we may use to deal with the problems that you hope to address. This process 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.

**Appointments and Cancellations:** Appointments are generally 45-50 minutes in length. Appointments may be held weekly or with greater or less frequency depending upon your needs. After a suspension of treatment for 30 days or more, your chart will be closed, unless other arrangements have been made. It is not our policy to “double book” appointments, so the time is exclusively committed to your appointment. When an appointment is missed, our schedule is seriously disrupted, as we are unable to make this time available to other clients. For this reason a 24 hour notice is required of your intent to cancel an appointment. If you cancel an appointment without as 24 hours notice, or if you miss an appointment, you will be charged a fee of \$30.00. These charges are not covered by insurance, it is the patient’s responsibility, and is due within one week of the missed appointment.

**Contacting Us:** Due to our work schedule, we are often not immediately available by telephone. While we keep regular daytime office hours, we probably will not answer the phone when we are with a patient. When we are unavailable, our telephone is answered by voice mail or by the office manager. We 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 having an emergency and the emergency cannot wait for a return phone call, dial 911 or go the nearest emergency room and ask for the psychologist or psychiatrist on call. If we will be unavailable for an extended time, there will be an on call therapist covering for cases of emergencies.

**Limits on Confidentiality:** The law protects the privacy of all communications 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:

- We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of patients. 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 feel that it is important to our work together. We will note all consultations in your Clinical Record (which is called “PHI” in my Notice of Policies and Practices to protect the privacy of your health information).
- You should be aware that we practice with other mental health professionals and that we employ administrative staff. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. All of the mental 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.
- We also may have contacts with certain Managed Health Care companies. As required by HIPAA, we have a business associate contract with these companies, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, we can provide you with the names of these organizations and/or a blank copy of this contract.
- If a patient threatens to harm himself/herself, we 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, such as those listed below, where we are 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 my professional services, such information is protected by the therapist-patient privilege law. We 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 government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If a patient files a complaint or lawsuit against us, we may disclose relevant information regarding that patient in order to defend ourselves.
- If a patient files a worker's compensation claim, and we are providing treatment related to the claim, we must, upon appropriate request, furnish copies of all medical reports and bills.

There are some situations in which we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a patient's treatment. These situations as follows are unusual in our practice.

- If we have reason to believe that a child has been abused, the law requires that we file a report with the appropriate governmental agency, usually the Department of Human Resources. Once such a report is filed, we may be required to provide additional information.
- If we have reasonable cause to believe that a disabled adult or elderly person has had a physical injury or injuries inflicted upon them, other than by accidental means, or has been neglected or exploited, we must report to an agency designated by the Department of Human Resources. Once such a report is filed, we may be required to provide additional information.
- If we determine that a patient presents a serious danger of violence to another, we may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police, and/or seeking hospitalization for the patient.

If such situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit any 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.

**Professional Records:** The laws and standards of my profession require that we keep Protected Health Information about you in your Clinical Record. You may examine and/or receive a copy of your clinical record with a written request with the following exceptions: in unusual circumstances that involve danger to yourself and others, or makes reference to another person and we believe that access is reasonably likely to cause substantial harm to such other person, or

where information has been supplied to me confidentially by others. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in our presence, or have them forwarded to another mental health professional so you can discuss the contents. In most situations, we are allowed to charge a copying fee of \$30.00 per record. If we refuse your request for access to your records, you have a right of review (except for information provided to us confidentially by others), which we will discuss with you upon request.

**Parents 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 we 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 our policies and procedures recorded in your records; and the right to a paper copy of this agreement and my privacy policies and procedures. We are happy to discuss any of these rights with you.

**Minors & Parents:** For patients under 18 years of age who are not emancipated, their parents are allowed by law to examine their child's treatment records unless we believe that doing so would endanger the child or we agree otherwise. However, because privacy in psychotherapy is often crucial to successfully progress, particularly with teenagers, it is often our policy to have an agreement with parents that they consent to not see access to their child's records. If they agree, during treatment, we will provide them with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. We will also provide parents with a summary of their child's treatment when it is complete. If at any point during treatment we feel that the child is in danger or is a danger to someone else, we will notify the parents of our concern.

PLEASE READ CAREFULLY AND SIGN THE STATEMENT THAT FOLLOWS

**Payment and Insurance Reimbursement Policy:** Patients are required to pay all fees in full at the time service is rendered unless other arrangements have been made with your therapist. A completed insurance form can be provided to you so that you may file a claim for direct reimbursement from your insurance company. If you are covered by a managed care company, and authorized for visits, please provide a copy of your insurance card to the office manager. You will also be required to sign the assignment of benefits statement below and pay your co-payment at each visit. If you have an unmet deductible, you will be required to pay for the services rendered in full until the deductible has been met. Documentation can be provided for patients wishing to file claims with their secondary insurers.

Insurance policies are quite varied, and it is your responsibility to familiarize yourself with your insurance benefits, including obtaining any pre-authorizations required and verifying coverage. It is important to realize that, regardless of your insurance coverage, it is the patient (or the adult parent/guardian) who is ultimately responsible for payment of services. We will attempt to accommodate your insurance needs. However, if payment is denied, you will be held responsible for the charges incurred.

**Professional Fees:** We have a rate of \$135 for each 45 – 50 minutes individual therapy session and a rate of \$150 for each 45-50 minutes family therapy session. In addition to weekly appointments, we charge this rate for other professional services needed including, but not limited to letter writing, telephone or email conversations lasting longer than 15 minutes, consulting with

