

## **PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT**

This document (the Agreement) contains important information about the therapist's 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 the therapist 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 included in your intake packet, explains HIPAA and its application to your personal health information in greater detail. The law requires that the therapist obtain your signature acknowledging that the therapist has provided you with this information by the end of our first session. We can discuss any questions you have about this agreement. When you sign this document, it will also represent an agreement between us.

### **CONSENT FOR SERVICES**

I request and consent to a comprehensive assessment to determine the need for mental health services, to the development of a treatment plan, and to the provision of those services. \_\_\_\_\_ (initial and date)

### **PSYCHOLOGICAL SERVICES**

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.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, the therapist will be able to offer you some first 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 the therapist. Therapy may involve a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about his/her procedures, we should discuss them whenever they arise. If your doubts persist, the therapist will be happy to help you set up a meeting with another mental health professional for a second opinion.

### **MEETINGS**

During our initial meeting(s), the therapist will be getting a better understanding of your concerns, condition, and goals. We can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, the therapist will usually schedule one session per week at a time we agree on (and will

usually be 45 minutes in duration), although some sessions may be longer or more frequent.

### **SCHEDULING / CANCELLATION POLICY**

If you need to re-schedule an appointment, please let the therapist know as soon as possible, so that we have a better chance of finding an alternate time to meet. A fee will not be charged for cancellation as long as you notify the therapist **24 hours in advance** of your scheduled appointment. If a session is cancelled with less than 24 hours notice or if you fail a scheduled appointment, you will be responsible for the **full session fee** as indicated in the PAYMENT section below, as insurance would not cover such occurrences.

***I understand and consent to this cancellation policy: \_\_\_\_\_ (initial and date)***

### **PAYMENT**

Your fee for service is payable by cash or check *at each session*. The current full fee schedule is as follows: \$300 for the initial assessment, \$200 for individual sessions, and \$240 for couple/family sessions. If for some reason it is easier for you to pay on a different schedule, please let the therapist know so that we can discuss this. If you have a co-pay agreement in your insurance policy, you will be responsible for the co-pay at each session. Depending on your insurance plan, The therapist or a designated billing representative may be submitting claims to your insurance company on your behalf, and your signature below authorizes this to occur, as well as assignment of payment to the provider. Information that is released to insurance includes dates of service, procedure, and diagnosis. Your insurance company also reserves the right to request further information to support necessity of services, and can request treatment plans, session notes, or other information about treatment. *You will be responsible for any payment of services not covered by your insurance carrier.* Any insurance payments will be reflected on your account. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, the therapist has the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require the therapist to disclose otherwise confidential information. In most collection situations, the only information the therapist release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

***I understand and consent to this payment policy: \_\_\_\_\_ (initial and date)***

## **EMERGENCIES**

If you believe you are having an emergency, call 911. After you are being taken care of by emergency personnel, call the therapist at the phone number listed on this letterhead.

## **CONTACTING ME**

If you need to reach the therapist between sessions, please call the therapist at the number listed on this letterhead, and leave the number where you will be, as well as good times to reach you, and the therapist will return your call as soon as possible. The therapist will make every effort to return calls as soon as possible. If the therapist is on extended leave, and feels you may need additional support in his/her absence, the therapist will offer you the name of another mental health provider covering for the therapist.

## **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a psychologist. In most situations, the therapist can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA and/or Illinois law. However, in the following situations, no authorization is required:

The therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, the therapist will make every effort to avoid revealing the identity of his/her patient. The other professionals are also legally bound to keep the information confidential.

- From time to time, the therapist may have contracts with other vendors to assist with his/her practice, such as a billing service. As required by HIPAA, the therapist will have a formal business associate contract with this/these business(es), in which it/they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, the therapist can provide you with the names of these organizations and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- 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, but the therapist may be required to disclose information in the case of 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 the therapist to disclose information.
- If a government agency is requesting the information for health oversight activities, the therapist may be required to provide it for them.

- If a patient files a complaint or lawsuit against the therapist, the therapist may disclose relevant information regarding that patient in order to defend himself/herself.
- If you file a worker's compensation claim, and the therapist is rendering treatment or services in accordance with the provisions of Illinois Workers' Compensation law, the therapist must, upon appropriate request, provide a copy of your record to your employer or his/her appropriate designee.

There are some situations in which the therapist is legally obligated to take actions that the therapist believe are necessary to attempt to protect others from harm. The therapist may have to reveal some information about a patient's treatment. These situations are unusual in his/her practice.

- If the therapist has reasonable cause to believe that a child under 18 known to the therapist in his/her professional capacity may be an abused child or a neglected child, the law requires that the therapist file a report with the local office of the Department of Children and Family Services. Once such a report is filed, the therapist may be required to provide additional information.
- If the therapist has reason to believe that an adult over the age of 60 living in a domestic situation has been abused or neglected in the preceding 12 months, the law requires that the therapist file a report with the agency designated to receive such reports by the Department of Aging. Once such a report is filed, the therapist may be required to provide additional information.
- If you have made a specific threat of violence against another or if the therapist believes that you present a clear, imminent risk of serious physical harm to another, the therapist may be required disclose information in order to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking your hospitalization.
- If the therapist believes that you present a clear, imminent risk of serious physical or mental injury or death to yourself, the therapist may be required to disclose information in order to take protective actions. These actions may include your hospitalization or contacting family members or others who can assist in protecting you.

If such a situation arises, the therapist will make every effort to fully discuss it with you before taking any action and the therapist will limit his/her 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 the therapist is not an attorney. In situations where specific advice is required, formal legal advice may be needed.

### **PROFESSIONAL RECORDS**

The laws and standards of his/her profession require that the therapist keep Protected Health Information about you in your Clinical Record. 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, the therapist recommends that you initially review them in his/her presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, the therapist is allowed to charge a copying fee of \$0.25 per page.

### **PATIENT RIGHTS**

HIPAA 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 the therapist amend your record; requesting restrictions on what information from your Clinical Records 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 his/her policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and his/her privacy policies and procedures. the therapist is happy to discuss any of these rights with you.

### **MINORS & PARENTS**

Patients under 12 years of age and their parents should be aware that the law allows parents to examine their child's treatment records. Parents of children between 12 and 17 cannot examine their child's records unless the child consents and unless the therapist finds that there are no compelling reasons for denying the access. Parents are entitled to information concerning their child's current physical and mental condition, diagnosis, treatment needs, services provided, and services needed. Since parental involvement is often crucial to successful treatment, in most cases, the therapist requires that patients between **12** and **17** years of age and their parents enter into an agreement that allows parents access to certain additional treatment information. If everyone agrees, during treatment, the therapist will provide parents with general information about the progress of their child's treatment, and his/her attendance at scheduled sessions. The therapist will also provide parents with a verbal summary of treatment when it is complete. Any other communication will require the child's Authorization, unless the therapist feels that the child is in danger or is a danger to someone else, in which case, the therapist will notify the parents of his/her concern. Before giving parents any information, the therapist will discuss the matter with the child, if possible, and do his/her best to handle any objections he/she may have.

### **INSURANCE REIMBURSEMENT**

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 mental health treatment. The therapist will fill out forms and provide you with whatever assistance the therapist can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of his/her fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, the therapist will provide you with whatever information the therapist can based on his/her experience and will be happy to help you in understanding the information you receive from your insurance company.

You should also be aware that your contract with your health insurance company requires that you authorize the therapist to provide it with information relevant to the services that the therapist provides to you. If you are seeking reimbursement for services under your health insurance policy, you will be required to sign an authorization form that allows the therapist to provide such information. The therapist is required to provide a clinical diagnosis. Sometimes the therapist is required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, the therapist 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, the therapist has no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. The therapist will provide you with a copy of any report the therapist submits, if you request it. It is important to remember that you always have the right to pay for his/her services yourself to avoid the problems described above.

**YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS, INCLUDING YOUR CONSENT FOR MENTAL HEALTH SERVICES. YOUR SIGNATURE BELOW ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE READ AND BEEN OFFERED A COPY OF THE HIPAA NOTICE FORM DESCRIBED ABOVE.**

*I have read and agree to all these arrangements,*

\_\_\_\_\_  
Patient/Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name