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### **PSYCHOTHERAPY SERVICES AGREEMENT**

Welcome to my practice. This document (the Agreement) contains information about my professional services, business policies and the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and 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 provide you with a Notice of Privacy Practices (the Notice) the law requires that I obtain your signature acknowledging that I have given it to you.

#### **PSYCHOLOGICAL SERVICES**

Psychotherapy can have many benefits, but also has risks. For example, we might talk about topics that will be unpleasant to discuss. The type of therapy I use calls for an active effort on your part. It's best that you work on things during, and mostly between, sessions. Typically the more effort you put forth, the more you will benefit. The time commitment I suggest is usually 5-20 minutes/day; more if you choose to read what I suggest. Although most people I see are very pleased with the benefits, there are no guarantees.

Our first few sessions will involve a careful evaluation of your needs. By the end of the first visit, I will usually start to give you some tools to help with your issues and a general treatment plan that will evolve as I get to know you better. I will teach you a variety of coping strategies, skills, and will make suggestions. I expect that some of these will be very helpful while others may be of little or no help. Therapy is very individual. So, if you wish to change the direction of our sessions, please feel free to make suggestions. You are the expert on how you feel and what works for you. Finally, if you are persistently uncomfortable or doubtful about the usefulness of our sessions, I will be happy to refer you to another mental health professional.

#### **MEETINGS**

The first meeting is an hour. After this, I usually prefer to schedule one session (38-58 min) per week. Eventually we will schedule sessions less frequently (e.g. alternate weeks). initial here \_\_\_\_\_.

#### **CANCELLATION POLICY**

Once an appointment hour is scheduled, please make an effort to keep it. I realize that on occasion you will be unable to attend due to circumstances beyond your control. Please contact me as soon as you know that you will need to cancel OR if you *might* need to cancel (e.g. ill and not sure how you will feel). Most of the time you are likely to be able to provide at least 24 hrs notice and there will be no charge. Please e-mail [abelshrink@gmail.com](mailto:abelshrink@gmail.com) me AND phone me at (314) 721-7201 when canceling any appointment. I know this is an inconvenience to do both, but sometimes an e-mail or phone message will be lost in cyberspace and if I don't get the message you will be charged for a "no show." The fee for less than 24hrs cancellation is \$90. However, you will be allowed one-free missed visit. If you "no show" you will be charged \$130 even if it's your first missed visit. Please be advised that insurance companies do not reimburse cancelled sessions. Again, please let me know *as soon as you know or are uncertain* about an appointment. The sooner you let me know, the less of an inconvenience it is and it may allow someone in crisis to get in sooner. initial here \_\_\_\_\_.

**Weather-** I will *usually* be available despite the weather. If it is snowing, freezing rain, or there is a tornado *warning* and you do not feel safe coming in you will **not** be charged for a late cancellation.

#### **PROFESSIONAL FEES**

My initial visit is a full hour and is billed at \$170. The fee for remaining visits is \$130 for a 40 min session (38-45 min) or \$145 for a 55 min session (53-58 min). You can choose whether you want the shorter or longer visit. Please understand most insurance companies reimburse more for the longer visits, however, some (e.g. United HealthCare) will only reimburse for a shorter visit. I charge \$150/hr for other professional services you may need. Court appearances and depositions are somewhat higher. If communication with your doctors is indicated, I usually do this at no charge.

## CONTACTING ME

I am not immediately available by telephone. My telephone is answered by voice mail which you can call 24/7. In emergencies, go to the nearest emergency room, call 911, **and** also leave a message at [abelshrink@gmail.com](mailto:abelshrink@gmail.com) AND (314)721-7201 X1.

Sometimes I will call you from my home, cell, etc. IF you have caller I.D. you will be tempted to call that number. However, **please call me only at 721-7201 X1**. For the most rapid response e-mail me and call too. I check e-mail *much* more frequently. Initial here \_\_\_\_\_.

## LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between us. 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:

- I may occasionally find it helpful to consult other therapists about a case. I make every effort to avoid revealing one's identity. The other professionals are also legally bound to keep the information confidential. If you would like, I can note that you wish to be informed prior to any consultations OR that you wish for me to NOT consult. Initial here \_\_\_\_\_.
- You should be aware that when information is provided to insurance they will get PHI. In most cases, I need to share PHI for administrative (mostly billing) purposes, which is typically only the dates seen, the code for the amount of the time of the session, and your diagnosis.
- Initial here \_\_\_\_\_.
- Disclosures required by health insurers or to collect overdue fees.

There are some situations where I am permitted or required to disclose information without either your consent or Authorization. These situations are unusual in my practice.

- If you are involved in a court proceeding, I will only release information if there is a court order or if you provide authorization to release it. If you are involved in or contemplating litigation, 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 complaint or lawsuit is filed against me, I may disclose relevant information about you in order to defend myself.
- If a worker's compensation claim is filed, consult your attorney about what files will be released and to whom.
- Initial here to indicate that you have read the preceding \_\_\_\_\_.

There are some situations in which I am legally obligated to take actions to attempt to protect you or others from harm. These situations, which are unusual, are listed below. These situations are described in more detail in The Notice:

- If I suspect child abuse or neglect I have a duty to protect this child(ren).
- If suspect elder abuse or neglect I also have a duty to protect.
- If I believe there is substantial risk of imminent serious harm being inflicted by someone utilizing my services to him/herself or another person, I have a duty to protect or warn.
- Initial here to indicate that you have read the preceding \_\_\_\_\_.

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. Please feel free to discuss any questions or concerns that you may have now or in the future about confidentiality.

## PROFESSIONAL RECORDS

I keep PHI about you in two sets of professional records. Your Clinical Record includes your initial evaluation which includes your reasons for seeking therapy, your progress, 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 unusual circumstance in which I believe that it may cause harm, 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 or be upsetting. 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 the contents. In most circumstances, I am allowed to charge for copying this record (35 cents per page). If I refuse your request for access to your Clinical 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. They contain a summary of what occurred in your session, as well as plans for the next session. 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.

### **YOUR RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of PHI. These rights are noted in the Notice Form. I am happy to discuss any of these rights with you.

### **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time of service. I prefer a check or cash, but for your convenience I do accept credit and debit cards for an additional \$5 fee. I will absorb the fee for an HSA account if your HSA does not provide checks. Initial here \_\_\_\_\_.

### **INSURANCE REIMBURSEMENT**

I am not an "in-network" provider for any insurance plans. I am considered an "out-of-network" provider. Most health insurance policies provide some coverage for out-of-network providers for mental health treatment. It is useful for you to find out exactly what mental health services your insurance policy covers (e.g. number of sessions, deductible, percentage paid once the deductible is met). **In some cases you might be misinformed by your insurance company so it is useful to write down the person with whom you spoke and the time and date.** If you have questions about the coverage, call your plan administrator. If you would like to submit claims to your insurance company I will be happy to send you a receipt. Payment is expected at the time of service. If insurance pays Dr. Abel, you will receive a credit to your account. Once we know how much your insurance is going to pay Dr. Abel, you can pay only the balance that is not expected to be covered. Initial here \_\_\_\_\_.

Your contract with your health insurance company requires PHI for billing. This is limited to your clinical diagnosis and dates of service needed to bill for sessions. In rare cases insurance requests clinical information such as treatment plans or summaries. This will only happen at your request. This information will become part of the insurance company files and is often stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. I will provide you with a copy of any report you ask me to submit, if you request it.

By signing the attached **Information Sheet** you agree to the office policies listed above, and also agree that I can provide requested information-detailed in the above paragraph-to your insurance carrier.

\*For most insurance plans the only information the insurance company receives is your diagnosis and the dates you are billed for sessions.