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PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

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 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 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 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 before our next session. We can discuss any questions you have about the procedures at that time. 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.

PSYCHOLOGICAL SERVICES:

I. PSYCHOTHERAPY

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you or your child are experiencing. There are many different methods I may use to deal with the problems that need to be addressed.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life or that of your child's, you or your child 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, improved academic functioning, solution to specific problems, and significant reduction in feelings of distress. But there are no guarantees of what you will experience.

If we begin therapy after an evaluation, I will discuss a treatment plan to follow so that you will know what the goals of the treatment are. Therapy involves a large commitment

of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting, or you may choose to consult with another mental health professional for a second opinion.

MEETINGS

I typically meet with parent(s)/legal guardian and the son or daughter at the initial intake/consultation. At this meeting, I ask the family for detailed information about the problems the son or daughter has been experiencing. At the end of the session, I will let the family know if I think I can be helpful given the history they have provided. I ask parents/legal guardians to go home and talk with their son or daughter about the meeting. I ask them to let me know by phone or e-mail if they would like to schedule another appointment. If psychotherapy is begun, I will usually schedule one 55 minute session (one appointment hour of 55 minutes duration) per week or at specified intervals at a time we agree on, although some sessions may be longer or more frequent.

PROFESSIONAL FEES

The fee for the initial intake/consultation is \$210.00. Fees for subsequent 55 minute sessions are \$175.00. I require keeping a credit card on file. This card will be charged on the date of service, unless you prefer to pay with cash or check at time of service. You will be provided a receipt for your records. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation (unless we both agree that you were unable to attend due to circumstances beyond your control.)** If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$175.00 per hour for preparation and attendance at any legal proceeding. This includes preparation, driving time, and all time spent in court. In addition, a charge of \$75 per hour will be assessed by my assistant regarding any legal proceeding.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable you may leave a message on my voice mail at 972-726-9100. I will make every effort to return your call within 24 hours. If you are difficult to reach, please inform me of some times when you will be available. **If you are facing a life threatening emergency, you should go to your nearest emergency room and ask for the mental health professional on call. The phone number for the Suicide Center of North Texas is (214) 828-1000. You can also text "CONNECT" to 741741 anytime to reach trained, caring volunteers at the National Crisis Text Line. The National Suicide Prevention lifeline phone number is (800)273-8255.**

All email communication goes through my administrative assistant (kimhunter499@gmail.com) and should not be used to contact me in an emergency. E-mail, phone texts and similar forms of communication may be vulnerable to unauthorized access which can compromise privacy and confidentiality. Electronic means of

communication are not fail-safe in terms of encryption and do not provide the same protection as face to face therapy sessions. Please do not use electronic communication to send sensitive information.

LIMITS OF CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. 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 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 feel 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).

- If a patient seriously 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. Texas law provides that a professional may disclose confidential information only to medical or law enforcement personnel if the professional determines that there is a probability of imminent physical injury by the patient to the patient or others, or there is a probability of immediate mental or emotional injury to the patient.

There are some situations where 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, 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, provide records relating to treatment or hospitalization for which compensation is being sought.

- If a patient fails to pay for services I have rendered, I may disclose relevant information in a suit seeking payment.

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

- If I have cause to believe that a child under 18 has been or may be abused or neglected (including physical injury, substantial threat of harm, mental or emotional injury, or any kind of sexual contact or conduct), or that a child is a victim of a sexual offense, or that an elderly or disabled person is in a state of abuse, neglect or exploitation, the law requires that I make a report to the appropriate governmental agency, usually the Department of Protective and Regulatory Services. Once such a report is filed, I may be required to provide additional information.
- If I determine that there is a probability that the patient will inflict imminent physical injury on him/herself, or another, or that the patient will inflict imminent mental or emotional harm upon others, I may be required to take protective action by disclosing information to medical or law enforcement personnel or by securing hospitalization of 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.

By signing this agreement, you authorize me to contact any person/entity in a position to prevent harm to the patient or a third party if I determine there is a probability of harm to the patient or a third party.

In addition, I have an assistant, Kim Hunter, and part-time assistant Alison Fisher who work in the office assisting with paper work and office duties. This work brings them into contact with PHI of the clients with whom I work. As employees working with a psychologist, they are bound by the same duties of confidentiality required of me. I have educated them about the requirement that they view only that portion of PHI required to complete administrative tasks included but not limited to correspondence (scheduling, sending copies of this document...) with a patient's parents or patient by mail, telephone, or e-mail, filing, copying, and data entry of responses to questionnaires.

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 I am not an attorney. In situations where specific advice is required, formal legal consultation may be needed.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you or your child in your Clinical Record, The Clinical Record includes information about you or your child's reasons for seeking therapy, a description of the

ways in which the problem impacts on you or your child's life, the diagnosis, the goals that we set for treatment, progress towards those goals, medical and social history, treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, billing records, and any reports that have been sent to anyone, including reports to your child's school. Except in unusual circumstances that involve danger to yourself and/or others, you may examine and/or receive a copy of your Clinical Record if you request it in writing. You should be aware that pursuant to Texas law, psychological test data are not part of a patient's record. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I charge a copying fee of **\$.50** per page (and for certain other expenses). If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon your request.

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, the attached Notice form, and my privacy policies and procedures.

MINORS & 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 child's treatment records. However, if the treatment is for suicide prevention, chemical addiction or dependency, or sexual, physical or emotional abuse, the law provides that parents may not access their child's records. For children and adolescents, because privacy in psychotherapy is often critical in building rapport with the therapist which is crucial to successful progress, it is my policy to discuss the manner in which I will communicate with the son or daughter and the parents. This discussion will typically take place early on in therapy so that all parties are informed as to how we will work together.

SAFE HARBOR AGREEMENT

1. Parties. The parties to this Agreement are; parents of patient and Dr. Andy McGarrahan.
2. Goal. The therapeutic goal is to permit the children to have a place that they deem safe to be able to speak to a mental health provider about any apprehensions, concerns, or issues without fear that what they say will be used to interfere with, or create problems in their relationship with either parent.

3. Safe harbor. In order to effectuate the stated goal, the parties acknowledge the importance of the therapist's office being a safe harbor – a place where the children can be truthfully assured that what they say will not be disclosed to third parties without their consent.
4. AGREEMENT: Therefore, to create the safe harbor for the children, the parties agree as follows:
 - a. No court / no depositions. Neither parent shall, nor will either parent permit his or her attorney to, demand answers from either the therapist or his notes at a trial, hearing, deposition, or arbitration.
 - b. Neither parent shall, nor will either parent permit his or her attorney, to demand answers from either the therapist or the children to questions about the content of the therapy.
 - c. Enforcement. Any party, or his or her attorney, who seeks to interrogate or subpoena the therapist shall be liable for all attorney fees and costs incurred to resist answering discovery requests or to quash a subpoena. In addition, Dr. McGarrahan's rate of \$165 per session will apply for all of his time spent preparing for the action required in a subpoena, traveling to and from a court or deposition, and all time spent at court or deposition.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. You will be asked to pay at the end of each session. You may pay in cash, check, or credit card. You will be given a receipt that provides information an insurer would need if you decide to ask for some type of reimbursement from your carrier.

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 the 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 services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim. By signing this agreement, you authorize me to employ the services of an outside collection agent or attorney to seek payment of all unpaid fees.

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. I will fill out forms and provide you with whatever assistance I can in helping 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 find out exactly what mental health services your insurance policy covers. Also, please note that I am not on any insurance panels. I will provide you with a receipt at time of payment that you may use to request reimbursement from your insurance carrier.

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, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to 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 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, I have 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. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier.

By signing this agreement, you authorize me to provide your health insurance company with all information requested of me pertaining to the services I provide to you or your family member.

Andy McGarrahan, Ph.D. is an employee of Children's Health/Children's Medical Center. As part of his employment at Children's, he cannot see individuals who are currently receiving medical or psychiatric care at any of Children's Health/Children's Medical Center locations (Plano, Southlake or Dallas), or have received care in the past

six months at Children's. Your signature confirms that your child is not currently receiving medical or psychiatric care at Children's Health/Children's Medical Center or has received care in the past six months.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ABIDE BY ITS TERMS DURING OUR PROFESSIONAL RELATIONSHIP. IN ADDITION, YOUR SIGNATURE ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE AND ARE AGREEING TO CONDITIONS SET FORTH IN THE SAFE HARBOR AGREEMENT PORTION OF THIS AGREEMENT.

SIGNED

Parent

Date

Parent

Date

Andrew McGarrahan, Ph.D.
Texas License # 3-1755

Date

