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## **PSYCHOLOGIST-PATIENT SERVICES AGREEMENT**

Welcome to my practice. This document (the Agreement) contains important information about my professional services and business practices. It also contains information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purposes 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. The Notice 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. While these documents are lengthy and sometimes complex, it is important that you read and understand them. You can ask me any questions you may have regarding the documents. When you sign this agreement, it will represent an agreement between us that you can revoke at any time in writing. 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. You should be aware that this Agreement will be in effect for one year from the date of signing, unless you specifically request that it remain in effect for a shorter period of time.

### **PSYCHOLOGICAL SERVICES**

You may be coming to see me for a psychological evaluation only, or for an evaluation and psychotherapy. If it is for an evaluation only, the following information regarding psychotherapy may not apply to you.

Psychotherapy is not easily described in general terms. Its nature varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. There are a number of different approaches and techniques I may use to help you deal with the issues you wish to address. Psychotherapy is a collaborative process that involves active effort on your part. In order for it to be most successful, you will need to work on issues we discuss both during and in-between our sessions.

Psychotherapy can have both benefits and risks. Since therapy often involves discussing difficult aspects of your life, you may experience uncomfortable emotions such as sadness, anger, guilt, frustration, and loneliness. However, it is important to keep in mind

that research has shown that psychotherapy can have many benefits. Therapy can lead to better relationships, solutions to problems, and significant reduction in feelings of distress. However, there are no guarantees as to what each individual patient will experience.

Our first sessions will involve an assessment of your needs. By the end of the first few sessions, I will be able to provide you with some impressions of what our work together will involve and a treatment plan to follow, if you decide to continue in therapy. You should consider this information along with your sense of whether you feel comfortable working with me. Therapy involves a commitment of time, energy, and money. Therefore, you should select your therapist carefully. If you have questions or concerns about my procedures, please discuss them with me whenever they arise. If your concerns persist, I am very willing to assist you in referring you to another mental health professional for a second opinion.

If you are coming to see me for a psychological evaluation only, I may see you for a follow-up session for an explanation of my findings upon completion of the evaluation.

#### APPOINTMENTS

I typically conduct psychological evaluations in one session. However, an evaluation may involve more than one session, and may last for several hours per session. If the evaluation results in a recommendation for psychotherapy, we can mutually decide whether to continue in therapy with me in order to meet treatment goals. When psychotherapy has begun, I typically schedule appointments for 45 minutes per session at a frequency and time we agree on. **It is important to remember that insurance companies do not provide reimbursement to me for failed appointments. Please be considerate of my time (and that of other patients) by providing me with a 48-hour advance notice of cancellation not including weekends and holidays (unless there are circumstances beyond your control).**

#### PROFESSIONAL FEES

My hourly fee for service is \$200.00. Examples of services include diagnostic interview, psychological testing, psychotherapy, report writing, consulting with other mental health professionals (with your permission), review and summary of records, preparation of treatment plans and summaries, and documentation. If you should become involved in a legal proceeding that requires my participation, you will be responsible to pay for all of my professional time, including preparation and transportation time, even if I am called to testify by another party. Because of the often difficult and complex nature of legal proceedings, my fee is \$250.00 per hour for my involvement in any legal procedure.

#### CONTACTING ME

Due to my work schedule, I am usually not immediately available by telephone, particularly when I am seeing another patient. When I am not available, my telephone is answered by a confidential voice-mail system that I monitor frequently. I will make every effort to return your call on the same day, with the exception of weekends and holidays, and times that I am scheduled away from my office. If it is difficult to reach you, please

try to inform me with times that you are available. **If you are unable to reach me, and you believe that you are experiencing an emergency, please contact your primary care physician or psychiatrist, or dial “911” or go to the nearest hospital emergency room.** If I will be unavailable for an extended period of time, I will provide you with the name of a colleague to contact, if necessary.

#### LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a psychologist and patient. In most circumstances, I can release information about your treatment to others only if you sign a written Authorization Form that meets particular legal requirements of HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on the Agreement provides your consent for these situations, as follows:

- I may occasionally find it helpful to consult with other health professionals about a case. During such consultations, I make every effort to avoid revealing the identity of my patient. The other professionals with whom I consult are also legally obligated to keep the information confidential. Unless you 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 Policies and Practices to protect the privacy of your health information).
- You should be aware that I practice with other mental health professionals and that I employ administrative staff. In most cases, I need to share protected information with these persons 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 my practice without the permission of a professional staff member.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

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 the professional services I provided to you, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your (or your legal representative’s) 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 order would be likely that would require me to disclose information.

- If a government agency, pursuant to lawful authority, 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 protect myself.
- If a patient files a worker's compensation claim, I must, upon appropriate request, disclose information related to the claim to appropriate persons, which may include the patient's employer, the insurer, or the Department of Labor and Industry.

There are some situations in which I am legally bound to take actions that I believe are necessary to attempt to protect others from harm. In these situations I may have to reveal some information about a patient's treatment:

- If I know or have reason to believe that a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years, the law requires me to file a report immediately with the appropriate government agency, usually the local welfare agency. Once such a report is filed, I may be required to provide additional information.
- If I have reason to believe that a vulnerable adult is being or has been maltreated, or I have knowledge that a vulnerable adult has sustained a physical injury that is not reasonably explained, the law requires me to file a report immediately with the appropriate government agency, usually an agency designated by the county. Once such a report is filed, I may be required to provide additional information.
- If I believe that you present a serious and specific threat of physical violence to another person, I may be required to disclose information necessary to take protective actions. These actions may include notifying the potential victim, contacting your family or others who can help provide protection, contacting the police, or seeking your hospitalization.

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 summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important for us to discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex. In situations where specific advice is required, formal legal advice may be necessary.

## PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep PHI 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 problem

affects your life, your diagnosis, the goals that we set for treatment, your progress toward those 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 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 in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In certain situations, I may charge a copying fee of 75 cents per page. The exceptions to this policy are contained in the 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 your 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, they can include the contents of our conversations, my analysis of those conversations, and how they affect your therapy. They also may contain particularly sensitive information that you may reveal to me 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 signed, written 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 the information they contain is detrimental to you mental or physical health, or is likely to cause harm to another person. If I deny your request to examine your Psychotherapy Notes, you may select an appropriate third party to whom these notes will be forwarded. This party may choose to disclose these notes to you. In this event, I recommend that you select another mental health provider to perform this task.

#### PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of PHI. 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 PHI that have neither consented to nor authorized; determining the location to which PHI 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 would be happy to discuss any of these rights with you.

#### MINORS AND PARENTS

Patients under age 18 who are not emancipated, and their parents, should be aware that the law may allow parents to examine their child's 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 only with general information about the progress of their child's treatment, and her/his attendance at therapy 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 believe that the child is in danger and/or is a danger to someone else, in which case, I will notify the parents of my concerns. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections she/he may have.

#### BILLING AND PAYMENTS

You are ultimately responsible for payment of my services and sessions. If you have insurance/medical coverage, a bill will be sent to them for you. If you do not have insurance/medical coverage, full payment is expected at the time of session. [In circumstances of unusual financial hardships, I may be willing to negotiate a fee adjustment or payment 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 for services rendered. 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 her/his name, address, telephone number, the nature of services provided, and the amount due. [If such legal action is necessary, the costs for it will be included in the claim.]

#### INSURANCE REIMBURSEMENT

In order for us to set realistic goals and treatment priorities, it is important to evaluate whatever resources you have available to pay for my services. If you have a health insurance policy, it usually will provide some coverage for mental health treatment. I will complete and send forms and provide you with assistance 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. You are responsible for knowing what your insurance/medical coverage mental health benefits are. All deductibles and co-insurance amounts will be billed to you. Co-pays are expected to be paid at the time of your appointment per your insurance company's rules (please note that I do not accept credit/debit cards and am not able to make change). I will also bill any additional insurance companies for you if you have more than one insurance plan.

Please bring all medical coverage cards with you to your appointments. You will be asked to present your actual insurance cards so that these may be copied. I am required by insurance companies to view your actual card(s). Please inform me as soon as possible regarding any changes to your insurance, address, or telephone number. Any claims that are denied due to your not informing me about changes to your insurance will be your responsibility.

You should read carefully the section in your insurance company booklet that describes mental health services. If you have questions about the coverage, please call your plan administrator. Of course, I will be happy to provide you with whatever information I can based on my experience and will be happy to help you understand the information that you receive from your insurance company. If it is necessary to clear up confusion, I will be willing to call the company on your behalf. My office staff will be contacting your insurance company to verify your benefits and eligibility and obtain authorization (if necessary) as a courtesy to you, but the information we receive is no guarantee of benefits or payment. I will not be able to provide you with a dollar amount that you will be responsible for, as this amount will be known only after a billing is sent to the insurance company and the insurance company's Explanation of Benefits form is received.

Due to the rising costs of health care, insurance benefits have become increasingly 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 may feel that they need more services after insurance benefits end. [Some managed-care plans will not allow me to provide further services once your benefits end. In this case I will do my best to find another provider who will help you continue in psychotherapy.]

You should also be aware that your contract with your health insurance company requires that I provide it with information that is 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 amount of information about you that is necessary for the purpose requested. This information will become a 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 this information once they obtain it. 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 insurance carrier.

Once I 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 sessions. It is important to remember that you may have the right to pay for my services yourself to avoid the problems described previously [unless prohibited by contract.] I understand that this Agreement contains a large amount of information. If you have any questions/concerns regarding the information in this Agreement, please discuss them with me.

**DISCLOSURE REGARDING OFFICE SHARING**

I have an office sharing arrangement with Gary L. Fischler & Associates, P.A. (GFA). However, please note that you are a patient of my practice, John N. O'Neil, Ph.D., L.P., LLC only and not a patient of GFA. GFA is not jointly, directly or indirectly providing services to you, and GFA is not assuming or undertaking any duty or responsibility for training, supervision or other activities or services related to you.

**YOUR SIGNATURE ON THE ACKNOWLEDGMENT PAGE ATTACHED INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS. IT ALSO SERVES AS AN ACKNOWLEDGMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.**