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SERVICES CONTRACT

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Welcome to my practice. 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 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 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 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 during our first 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 constitute a binding 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. [You should be aware that I am not obligated to continue providing mental health services to you if you revoke this agreement.]

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it 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.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I 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 me. 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 with another mental health professional for a second opinion.

SESSIONS

I normally conduct an evaluation that will last from 2 to 4 sessions. Most frequently this will include some psychological testing. During this time, 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, I will typically schedule one 45-minute session (one appointment of 45 minutes duration) per week at a time we agree on, although some sessions may be longer or scheduled more frequently. **Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation [unless it is determined that you were unable to attend due to circumstances beyond your control].** It is important to note that insurance companies do not provide reimbursement for cancelled sessions. If it is possible, I will try to find another time during the same week to reschedule the appointment.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office Mondays, Tuesdays and Thursdays between 8 AM and 5 PM, I probably will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by voice mail that I monitor frequently. I will make every effort to return your call within 24 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you

will be available. In emergencies, you may try me at my home or on my mobile phone. If you are still unable to reach me and feel that you cannot wait for me to return your call, contact your primary care physician, psychiatrist or the nearest emergency room and ask for the psychologist/psychiatrist on call. **Email is not monitored daily; please do not cancel/re-schedule appointments via email if less than 48 hours prior to your appointment.** [Email is not encrypted, so only communicate by email if you are comfortable with the risk to your confidentiality.]

LIMITS ON 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).
- You should be aware that my office is located within Crossroads Business Center. At times, I need to share protected information with these individuals for administrative purposes, such as scheduling. Due to some common areas in the office, there may be occasion that PHI is exposed (e.g. receipt of a facsimile, etc.). I have a formal business associate contract with Crossroads Business Center in keeping with HIPAA regulations. Staff has been trained and they promise to maintain the confidentiality of any data except as specifically allowed in the contract or otherwise required by law. If you wish I can provide you with a blank copy of the contract.
- I employ independent contractors to assist with administrative services. I have contracts with individuals and companies for services such as electronic claims, technology support, collections and accounting. As required by HIPAA, I have a formal business associate contract with each, 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, I can provide you with the names of these organizations and/or a blank copy of the contract.
- As required by HIPAA, I have procedures in place to protect PHI from unintended disclosures through breaches of security. This includes any reasonably anticipated threats or hazards, such as computer virus, and/or any inappropriate uses and disclosures of electronic confidential information (ex. password protection and limited access to my computer). However, I do not have email encryption.
- Technology offers many conveniences, yet may compromise confidentiality. **Your signature acknowledges that you are aware that I have reasonable procedures in place to protect your privacy yet that there is risk if you communicate with me via mobile phone, fax, portable devices or email.**
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If I believe that a patient presents an imminent danger to his/her health or safety, I 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 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 the professional services that I provided you, such information may be protected by the psychologist-patient privilege law. I 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, 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, and my services are being compensated through workers compensation benefits, I must, upon appropriate request, provide a copy of the patient's record to the patient's employer or the North Carolina Industrial Commission.

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 suspect that a child under 18 is abused or neglected, or if I have reasonable cause to believe that a disabled adult is in need of protective services, the law requires that I file a report with the County Director of Social Services. Once such a report is filed, I may be required to provide additional information.
- If I believe that a patient presents an imminent danger to the health and safety of another, I may be required to disclose information in order to take protective actions, including initiating hospitalization, warning the potential victim, if identifiable, and/or calling the police.

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 advice may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep Protected Health Information (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 impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards 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 or the record makes reference to another person (unless such other person is a health care provider) and I believe that access is reasonably likely to cause substantial harm to such other person, 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, I require 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 administrative fees associated with providing you a copy of this Clinical Record. The exceptions to this policy are contained in the attached 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 request.

In addition, I am also permitted to 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 client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record and information revealed to me confidentially by others. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not legally 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. **If you are involved in a legal proceeding, the law may not protect the privacy of Psychotherapy Notes.**

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 I 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 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 am happy to discuss any of these rights with you.

MINORS & PARENTS

Children of any age have the right to independently consent to and receive mental health treatment without parental consent and, in that situation; information about that treatment cannot be disclosed to anyone without the child's agreement. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment and this requires that some private information be shared with parents. It is my policy not to provide treatment to a child under 18 unless he/she agrees that I can share whatever information I consider necessary with his/her parents. For children 18 and over, I may request an agreement between my patient and his/her parents allowing me to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. **No Authorization is needed if I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern.** Before giving parents any information, I will make every effort to discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

BILLING & PAYMENT

Full payment is expected at time of service, unless we agree otherwise. Payment schedules for other professional services that are not listed elsewhere in this document will be agreed upon when they are requested. A service charge to cover clerical fees will be charged for any requests for duplication of clinical or financial records.

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 complexity of legal involvement and clinical schedule readjustments, I charge more per hour for preparation and attendance at any legal

proceeding. You will be held responsible for payment for the professional time required even if I am compelled to testify by another party. An agreed upon amount will be rendered in advance and held in escrow. Any excess payment will be returned to you upon resolution of the legal matter. **The person signing this form is responsible for this charge, unless other arrangements are made in writing and signed by the responsible party.**

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.

INSURANCE REIMBURSEMENT

You (not your insurance company) are responsible for full payment of my fees. 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. 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. Many important questions to ask your carrier are listed on my website. 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.

I am willing to electronically file insurance claims monthly, *if* you have provided all the necessary information.

Insurance benefits are 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 feel that they need more services after insurance benefits end.

It is your responsibility to ask your carrier if prior authorization for services is required and to inform me if I need to call to request any authorizations or provide treatment plans. It is also your responsibility to learn if there are a specific number of visits allowed each year and to keep track of the number of authorized sessions you have been given by your insurance company and how many you have used. You will need to monitor when you are approaching the end of your insurance benefits, and to discuss a treatment plan with me prior to the end of your benefits the year. It is your responsibility to inform me of any changes in your insurance coverage as promptly as possible. Failure to do these things may result in uncovered services that must be paid by you.

It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above. You are responsible to pay any outstanding balances which your insurance does not cover or in the event you have not provided all information needed for insurance companies to be contacted or to grant authorization for services.

You should also be aware that most insurance agreements require you to authorize me to provide a clinical diagnosis, and sometimes additional clinical information such as a treatment plan or summary, or in rare cases, a copy of the entire Clinical Record. This information will become part of the insurance company files, and, in all probability, some of it will be computerized. All insurance companies claim to keep such information confidential, but once it is in their hands, I have no control over what they do with it. In some cases they may share the information with a national medical information data bank. If you request it, I will provide you with a copy of any report that I submit. By signing this Agreement, you agree that I can provide requested information to your carrier.

PROFESSIONAL FEES

I accept cash, personal checks, and MasterCard/Visa. Non-payment of fees can result in termination of professional services and collection activity for any outstanding balances.

Some free consultation and referral services are available from Holly Hill/Charter Behavioral Health Services (250-7000) or other local organizations. Fees may be increased during the course of therapy to compensate for increasing costs and inflation. **Fees will be reviewed periodically and will be increased no more than once per calendar year.**

Office Visits:

Diagnostic Interview (90801):	\$210
Individual psychotherapy - 45 minute (90806):	\$160
Couple/family - 45 minute (90847/90846):	\$175
Other psychotherapy - 75-90 minute (90808)	\$250-320
Telephone consultation, email, etc. (99362)	\$160 (billed in 15 minute increments)
Report preparation (90889/99080)	\$200 (billed in 15 minute increments)

Testing: (96101/96103)

MMPI-2:	\$200
QUICKVIEW SOCIAL HISTORY:	\$150
Written Report for computerized testing	\$200

Court Preparation/Appearances: \$350 per hour

Administrative Services (99999)

Copy of Records (e.g. insurance, transfer, disability)	Admin. + Cost
Delivery Services (registered mail, FedEx, etc.)	Admin. + Cost
Returned Checks	\$25

PREPARATION OF REPORTS, PHONE CALLS, READING & RESPONDING TO E-MAIL, ETC. is charged at the rate of **\$200 per hour** or 6 minute fractions thereof; there is a **6 minute/\$20 minimum** for these services **including reading and responding to email and calls**, which insurers are unlikely to cover. It is usually best to raise important concerns in sessions rather than email or voice mail. There is no charge for any communications required to schedule appointments or address administrative matters such as billing questions.

If you become involved in legal proceedings that require my participation, you must pay for all of my professional time, including preparation, expenses, and transportation costs, etc. even if I am called to testify by another party after termination of your treatment. Because of the complex demands of legal involvement, I charge \$350 per hour for preparation and for attendance at any legal proceeding; a minimum half-day block of time must be reserved if called to testify or be "on stand-by." You will be charged \$1400 for this time reserved. *With 48 hour notice of cancellation this "on stand-by" fee will be refunded.* I will notify you if I or my records are subpoenaed to determine how you wish to proceed. Absent your consent or a court order I will object on your behalf to disclosure of protected health information. You may request that I hire an attorney to file a Motion to Quash or Modify the subpoena on your behalf. You must pay \$2,500 in advance which will be held in escrow. You will be billed for the cost of my professional time and any expenses in excess of \$2,500. Once contracted and paid this advance payment is non-refundable (due to preparation already made).

Risks of E-mail/Fax:

1. E-mail messages can be circulated, forwarded, and stored in both electronic and paper files and can be received by unintended parties.
2. E-mails can be misaddressed and addresses may change without notice or forwarding service.
3. E-mailed documents can be more easily falsified or modified than can handwritten/hand signed ones.
4. Residual copies of e-mails may exist after sender and recipient delete an e-mail.
5. Employers' computer systems and ISPs may archive all messages on a system.
6. E-mails are good conduits for viruses, and therefore may be monitored by internet service providers or law enforcement, or may be blocked by anti-spam/virus programs.

CONSENT TO PSYCHOLOGICAL SERVICES

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE PATIENT SERVICES CONTRACT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM. A photocopy or facsimile of this form and signature(s) shall be considered as valid as the original.

This signed authorization constitutes *informed consent* for psychological services and agreement to be responsible for charges incurred. It also gives consent to communicate via email (not encrypted) although there are possible risks for confidentiality. (If you do not want to communicate via email, please note that on the "Request for Confidential Handling of Health Information" form.)

Signature of Patient

Date

Print Name

Sign below if you wish to receive (& consent to) psychological services from a *Christian perspective*. (optional)

Signature of Patient

Date

Print Name