

Name _____
File # _____

PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

Welcome to The Samaritan Counseling Center of Albuquerque, Inc. (hereafter referred to as “The Center”). This document (the Agreement) contains important information about our 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 Center 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 The Center obtain your signature acknowledging that The Center has 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 the therapist unless The Center has taken action in reliance on it; if there are obligations imposed on The Center 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

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and patient, and the particular problems you are experiencing. There are many different methods your therapist 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.

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, your therapist will be able to offer you some first impressions of what the 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 your therapist. Therapy involves a commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about your therapist’s procedures, you should discuss them whenever they arise. If your doubts persist, The Center will be happy to help you set up a meeting with another mental health professional for a second opinion.

MEETINGS

The Center normally conducts an evaluation that will last from 1 to 3 sessions. During this time, we can both decide if your therapist is the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, your therapist will usually schedule one 45-minute session per week at a time we agree on, although some sessions may be longer or more frequent. 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 agreed 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, your therapist will try to find another time to reschedule the appointment.

PROFESSIONAL FEES

The hourly fee at The Center is \$120.00. In addition to weekly appointments, The Center will charge this amount for other professional services you may need, though The Center will prorate the fee for periods of less than 45 minutes. Other services include report writing, telephone conversations lasting longer than 15 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of The Center. If you become involved in legal proceedings that require your therapist's participation, you will be expected to pay for their professional time, including preparation and transportation costs, even if your therapist is called to testify by another party. (Because of the difficulty of legal involvement, The Center charges \$150.00 per hour for preparation and attendance at any legal proceeding.)

CONTACTING YOUR THERAPIST

Due to the work schedule, your therapist may often not be immediately available by telephone. When your therapist is unavailable, the telephone is answered by the secretary. Your therapist will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform your therapist of some times when you will be available. In emergencies, you can page the therapist on call by following the directions on the voice mail message at 842-5300. If you are unable to reach your therapist and feel that you can't wait for a return call, contact your family physician or the nearest emergency room and ask for the therapist on call. If your therapist will be unavailable for an extended time, he/she 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 patient and a mental health professional. In most situations, The Center 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:

- The Center may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, The Center will make every effort to avoid revealing the identity of our patients. The other professionals are also legally bound to keep the information confidential. If you don't object, your therapist will not tell you about these consultations unless they feel that it is important to your work together. The therapist will note all consultations in your Clinical Record.
- You should be aware that The Center practices with other mental health professionals and that The Center employs administrative staff. In most cases, your therapist may need to share protected information with these individuals 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 the practice without the permission of a professional staff member.
- The Center may also have contracts with business associates, such as bookkeepers and accountants. As required by HIPAA, The Center has 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 Center 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.

There are some situations where The Center is 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, such information is protected by the therapist-patient privilege law. Your therapist cannot provide any information without your (or your personal or legally-appointed 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 would be likely to order your therapist to disclose information.

- If a government agency is requesting the information for health oversight activities, The Center may be required to provide it for them.
- If a patient files a complaint or lawsuit against the therapist, The Center may disclose relevant information regarding that patient in order to defend the therapist and/or The Center.
- If a patient files a worker's compensation claim, The Center must, upon either party's appropriate request, release all of the information in your therapist's records *directly related* to any injuries or disabilities claimed by the patient for which he/she is receiving benefits from his or her employer, upon either party's written request. Information in the records that is not directly related such injuries or disabilities may only be released with a signed Authorization from the patient.

There are some situations in which The Center is legally obligated to take action, which your therapist believes are necessary to attempt to protect others from harm and The Center may have to reveal some information about a patient's treatment. These situations are uncommon in The Center's practice.

- If your therapist knows or has reasonable suspicion to believe that a child under 18 is an abused or a neglected child, the law requires that your therapist immediately report the matter to an appropriate governmental agency, usually the office of the Department of Child, Youth and Family Services in the county where the child resides. Once such a report is filed, The Center may be required to provide additional information.
- If your therapist has reasonable cause to believe that an incapacitated adult is being abused, neglected or exploited, The Center must immediately report that information to the Department of Child, Youth and Family Services. Once such a report is filed, The Center may be required to provide additional information.
- If The Center believes that a patient presents a substantial and imminent risk of serious harm to another, The Center may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.
- If a patient threatens a substantial risk or serious harm to himself/herself, The Center may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection

If such a situation arises, The Center will make every effort to fully discuss it with you before taking any action and The Center will limit their 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 you discuss any questions or concerns that you may have now or in the future with your therapist. The laws governing confidentiality can be quite complex, and we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of our profession require that The Center keep Protected Health Information (PHI) about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others or where information has been supplied to the therapist confidentially by others, 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 Center recommends that you initially review them in the presence of your therapist, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, The Center is allowed to charge a copying fee of \$.25 per page (and for certain other expenses). If The Center refuses your request for access to your records, you have a right of review, which your therapist will discuss with you upon request.

Your therapist may keep psychotherapy notes in addition to your Clinical Record. These notes are for the therapist's use and are designed to assist him/her in providing you with the best treatment. While the contents of psychotherapy notes vary from client to client, they can include specifics of your conversations with your therapist, their analysis of those conversations, and how they impact on your therapy. They may contain particularly sensitive information that you reveal to your therapist that is not required to be included in your Clinical Record. They may also include information from others provided to The Center

confidentially. These psychotherapy notes are kept separate from your Clinical Record. 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.

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 Center 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 policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and The Center's privacy policies and procedures. Your therapist will be happy to discuss any of these rights with you.

MINORS & PARENTS

In the case of minor children, signing this agreement provides authorization to treat my child. Patients 14 years of age and older have the right to consent to and receive individual psychotherapy and information about that treatment cannot be disclosed to anyone without the child's agreement. Parents have the right to review the records of children under 14 unless the therapist decides that such access is likely to injure the child, or you and the therapist agree otherwise. Since parental involvement in therapy is important, it is the policy of The Center to request an agreement between a child patient between 14 and 18 and his/her parents, allowing the therapist to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. The therapist 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 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 that 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.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless your therapist agrees otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, The Center may be willing to negotiate a fee adjustment or payment installment plan.

For returned checks we assess a \$4.00 insufficient fund charge. If your account has not been paid for more than 120 days and arrangements for payment have not been agreed upon, The Center 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 disclosure of otherwise confidential information. In most collection situations, the only information The Center releases 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

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 Center will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of 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 Center will provide you with whatever information we can based on our 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, The Center 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. You and your therapist may discuss the options you have under such circumstances.

You should also be aware that your contract with your health insurance company requires that your therapist provide it with information relevant to the services that are provided to you. 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 Center 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 Center has no control over what they do with it once it is in their hands. The Center will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that the therapist can provide requested information to your carrier.

I authorize the release of medical information to my insurance company. If insurance claims are filed through this office, I authorize medical benefits for those services to be paid to this office.

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 services yourself to avoid the problems described above unless prohibited by contract.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

Client Signature

Date

Parent or guardian signature if client is under 18

Date

Relation to client