

## **THERAPIST-PATIENT SERVICES AGREEMENT**

Welcome to my private practice. This agreement contains important information about my professional services and business policies. Once you sign this, it will constitute a binding agreement between us. It also contains summary information about the *Health Insurance Portability and Accountability Act* (HIPAA), a federal law that provides privacy protections and patients 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 healthcare 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. 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.

## **PSYCHOTHERAPY SERVICES**

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, 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.

## **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a therapist. 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 Physicians Policies and Practices to Protect the Privacy of Your Health Information).
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If you threaten to harm yourself or others, I may be obligated to seek hospitalization for you or to contact family members or others who can help provide support.

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 my professional services, such information is protected by the physician-patient privilege law. I cannot

provide any information without your written authorization, or a court order.

- 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 the patient in order to respond to the complaint.
- If a patient files a worker's compensation claim, and I am providing treatment related to the claim, I must, upon appropriate request, provide information including a copy of the patient's record, to the patient's employer, the insurer or the Department of Worker's Compensation.

Some situations may occur in which I am legally obligated to take actions that I believe are necessary to attempt to protect yourself and/or others from harm. These situations are very unusual in my practice, and if they should arise I will discuss it with you fully before taking action, and will limit my disclosure to only what is necessary.

- If I have reason to believe that a child (under 18 years of age), a disabled adult, or an elderly person has been abused or neglected, the law requires that I file a report with the appropriate governmental agency. Once such a report is filed, I may be required to provide additional information.
- If, in my professional opinion, a patient poses a serious danger of violence to another, I may be required to take protective actions. These actions may include, but are not limited to, notifying the potential victim, and/or contacting the police.
- If a patient 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.

## **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep Protected Health Information about you in your clinical record. You may examine and/or receive a copy of your records if you request it in writing, unless I believe that access would endanger you. In that situation, you have a right to a summary and to have your record sent to another mental health provider or your attorney. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence.

## **PATIENT RIGHTS**

HIPAA provides you with several new or expanded rights regarding your Clinical Record and disclosures of Protected Health Information (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 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 AND PARENTS**

Patients under 18 years of age and their parents should be aware that the law allows parents to examine their child's treatment records, unless I believe that this review would be harmful to the patient and his/her treatment. I

typically provide parents with only general information about the progress of the child's treatment. If I feel that the child is in danger or is a danger to someone else, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any concerns he/she may have.

## **RISKS AND BENEFITS**

Psychotherapy has benefits and risks. Since therapy may involve 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, often leading to better relationships, solutions to specific problems, and significant reductions in feelings of distress. There are not guarantees of what you will experience.

## **PROFESSIONAL FEES / FINANCIAL AGREEMENT**

My fee is \$140 per 50 minute session. All co-payments are due and payable by cash, check, or credit/debit card at the beginning of each session. If you arrive without your co-pay, your credit/debit card will automatically be charged.

You are responsible for any co-pays, co-insurance, or deductible amounts. In the event that your insurance does not cover the session (whether due to unmet deductible, lapse in coverage, or any other reason), you are responsible for the entire fee.

If and when you decide to discontinue therapy with me, you are responsible for paying any outstanding balance on your account.

If a personal check is returned due to insufficient funds, we will charge your credit/debit card, and a reprocessing fee of \$20 will be added.

**Credit/debit cards:** Patients are required to provide a credit/debit card upon registering with Renz Counseling. We will use this card to charge you for any fees per the above rules. If your card is cancelled or declined, you will be required to provide us with a valid card in order to continue receiving therapy.

**Cancellations/Missed Appointments:** Once an appointment is scheduled you are expected to pay for it unless 24 hours advance notice of cancellation is given. There is a \$75 fee for not cancelling 24 hours before a scheduled appointment. This is because I am unable to offer the time to another client without advance notice. Please note that this fee is not billable to your insurance company, and will be charged to your credit/debit card.

Other services (e.g. report writing, extended telephone conversations) are charged at a negotiated rate, depending upon the service. If services are needed outside the office, such as school consultations or legal proceedings, you are expected to pay for all of my professional time, including travel and waiting time. My fees are subject to periodic change, and you will be notified in advance of such changes.

## **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 assist you in receiving 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.

“Managed Health Care” plans such as HMOs and PPOs typically require authorization before they provide reimbursement for mental health services. Authorizations are typically for a limited number of sessions. It is usually necessary to seek approval for additional sessions after the initial authorization has been used. These plans are sometimes limited to short-term treatment approaches designed to resolve very specific problems. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end, and I am willing to provide such service.

Your contract with your health insurance company requires that I provide the company with information relevant to the services that I render. 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. I 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. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above.

### **CONTACT & EMERGENCY INFORMATION**

My contact information is on my business card. You may contact me by phone; however, due to my work schedule, I may not immediately be available by telephone. When I am unavailable, my telephone is answered by a voicemail system. I make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you call on the weekend, I will return your call within the next business day.

You may text me or email me regarding routine appointment communication. If you text me, please identify yourself, as I may not recognize your cell phone number. Please do not leave detailed clinical information via email, as it is not a secure method of communication.

If you are experiencing a mental health emergency and are unable to reach me, go to the nearest Emergency Room or call 911.

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.