

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE FOLLOWING AGREEMENT AND AGREE TO ITS TERMS, AND ALSO SERVES AS AN ACKNOWLEDGMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE DESCRIBED IN THE AGREEMENT.

RE: \_\_\_\_\_  
(Name of Minor Child)

\_\_\_\_\_  
Birthdate

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Relationship to Client

\_\_\_\_\_  
Witness

\*If you do not want to receive correspondence from this office regarding either follow-up care and/or general consumer information on important mental-health issues by US mail, please check the box below and specify on the "Request for Confidential Handling of Health Information" form, which may be obtained from an office staff member.

# **Patricia J. LaFave, Ph.D. & Associates, P.C.**

## **PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT**

Welcome to this practice. This document (the Agreement) 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 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 for use and disclosure of PHI for treatment, payment, and health care operations.

The law requires that I obtain your signature acknowledging that I have provided you with this information by the end of this therapy session. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures in your session. 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.

### **MENTAL HEALTH SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist 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 psychotherapy to be most successful, you will have to work on things we talk about both during our sessions and/or at home.

Psychotherapy can have benefits and risks. Since psychotherapy 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. Psychotherapy 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 psychotherapy. You

should evaluate this information along with your own opinions of whether you feel comfortable working with me. Psychotherapy involves a commitment of time, money, and energy, so you should be very careful about the psychotherapist 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.

### **MEETINGS**

I normally conduct an evaluation that will last from 1 to 4 sessions. During this time, we can both decide if I am the best person to provide the services that you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 45-minute session (one clinical hour of 45 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. ***Once a clinical hour is scheduled, you will be expected to pay for it unless you provide 48 hours advance notice of cancellation, unless we both agree 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 missed or cancelled sessions.***

### **PROFESSIONAL FEES**

My per clinical hour fee is \$\_\_\_\_\_. In addition, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than five 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 me. 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, my usual charge is \$300.00 per clinical hour for preparation and attendance at any legal proceeding.

### **CONTACTING ME**

Due to my work schedule, I am often not immediately available by telephone. While I am often in my office between 9 AM and 5 PM, I probably will not answer the phone when I am with a patient. My office staff can usually take messages for me between 8:00 AM and 4:30 PM. When the office staff is unavailable, my telephone is answered by an answering service who knows where to reach me. I will make every effort to return your call if it is an emergency, or call you back on the next day I am in the office, with the exception of weekends and holidays. If you are difficult to reach, please inform me of a time when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the mental health professional on call. If I will be unavailable for an extended 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 patient and a psychotherapist. 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.

You should be aware that I practice with other mental health professionals and that I employ administrative staff and support staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. Support staff often confirm or change appointments via phone contact (cell, home, work, etc.). All of the mental health professionals, administrative staff, and support staff 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.

I also have contracts with several businesses (answering service, accountant, computer consultants, as well as legal counsel). As required by HIPAA, I have a formal business associate contract with these businesses, 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 this contract.

Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

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.

*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, such information is protected by the psychotherapy-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 I am being compensated for providing treatment to you as a result of your having filed a worker's compensation claim, I must, upon appropriate request, provide information necessary for utilization review purposes.

*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 reasonable cause to suspect

child abuse or neglect, the law requires that I file a report with the Family Independence Agency. Once such a report is filed, I may be required to provide additional information.

If I have reasonable cause to suspect the “criminal abuse” of an adult patient, I must report it to the police. Once such a report is filed, I may be required to provide additional information.

If a patient communicates a threat of physical violence against a reasonably identifiable third person and the patient has the apparent intent and ability to carry out that threat in the foreseeable future, I may have to disclose information in order to take protective action. These actions may include notifying the potential victim (or, if the victim is a minor, his/her parents and the county Department of Social Services) and contacting the police, and/or seeking hospitalization for 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.

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**

The laws and standards of my profession require that I keep Protected Health

Information about you in your Clinical Records except in unusual circumstances that disclosure would physically endanger you and/or others or 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 or where information has been supplied to me 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, I recommend 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 a copying fee of \$1.00 per page. If I refuse your request for access to your records, you have a right of review (except for information supplied to me confidentially by others), which I will discuss with you upon request.

### **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 and my privacy policies and procedures. I am happy to discuss any of these rights with you.

### **MINORS & PARENTS**

Patients under 18 years of age who are not emancipated and their parents should be aware that the law allows parents to examine their child’s treatment records. They should

also be aware that patients over 14 can consent to (and control access to information about) their own treatment, although that treatment cannot extend beyond 12 sessions or 4 months. While privacy in psychotherapy is important, particularly with teenagers parental involvement is essential to successful treatment. Therefore, it is my policy to request an agreement from any patient between 14 and 18 and his/her parents allowing me to share general information with parents about the progress of treatment and the child's attendance at scheduled 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 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 discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

## **BILLING AND PAYMENTS**

You will be expected to pay for each session. 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.

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

at the time it is held, unless we agree 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, I may be willing to negotiate a fee adjustment or payment installment 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 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**

in understanding the information you receive from your insurance company.

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 data bank. 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.

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, unless prohibited by contract.

