

## PSYCHOLOGIST-PATIENT SERVICES AGREEMENT

Welcome to the office of Sandra Hawkins-Heitt, PsyD, PA. 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 federal law that went into effect in April 2003 and provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI). 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, which accompanies 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 by the end of your first 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 us 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.

## THERAPY SERVICES

Therapy can vary 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. In order for therapy to be most successful you will have to make an active effort to work on things talked about both during your sessions and at home.

Therapy can have benefits and risks. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, sometimes to achieve these goals, therapy may involve discussing unpleasant aspects of your life and you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness.

Your first session(s) will involve an evaluation of your needs. By the end of the initial consultation/evaluation, I will be able to offer you some first impressions of what your therapy work will include and a treatment plan to follow, if you decide to continue with therapy. Therapy involves a large commitment of time, money, and energy, so you should feel comfortable with the psychologist you select and with the plan presented to you. 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

After your initial consultation/evaluation, if psychotherapy is begun, I will usually schedule one 45-minute session (one appointment hour of 45 minutes duration) per week at a time we agree on, although this can vary in length and frequency. Once an appointment hour is scheduled, *you* will be expected to pay for it, in full, unless you provide **48 hours advance notice** of cancellation. It is important to note that *insurance companies do not provide reimbursement* for late cancellations or missed scheduled appointments.

## PROFESSIONAL FEES

My fee schedule is as follows:

- Initial Evaluation \$200
- Individual Session \$150
- Family/Couples Session \$150
- Group Therapy Session \$65
- Psychological Testing (per hour) \$200
- Psychological Testing Materials Fee \$75
- Other\_\_\_\_\_

In addition to weekly appointments, I charge \$200 per hour 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 10 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, I charge a minimum of \$250 per hour for preparation and attendance at any legal proceeding.

## CONTACTING ME

Due to my work schedule and the fact that I do not interrupt sessions with patients to take phone calls, I am often not immediately available by telephone. When I am unavailable, my telephone is answered by voice mail that I monitor frequently. I 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 me of some times when you will be available. My colleagues/office-mates and I share on-call coverage for our practices. If you

are an existing client and are unable to reach me in my office, you can call me on my cell phone at 443-567-1955 or contact the nearest emergency room.

## 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 and/or Maryland law. However, in the following situations, no authorization is required:

- 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 your identity. The other professionals are also legally bound to keep the information confidential.
- You should be aware that I may employ administrative staff. In most cases, I may need to share protected information with these individuals for administrative purposes, such as scheduling, billing and quality assurance. Any staff I use will receive training about protecting your privacy.
- I may utilize a clearinghouse which submits electronic claims to insurance companies. As required by HIPAA, I will have a formal business associate contract with this business, in which the clearinghouse promises to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law.
- If you are involved in a court proceeding, I cannot provide any information without your written authorization, a valid subpoena duces tecum or 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 that patient in order to defend myself.

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 reason to believe that a child or vulnerable adult has been subjected to abuse or neglect, or that

a vulnerable adult has been subjected to self-neglect, or exploitation, the law requires that I file a report with the appropriate government agency, usually the local office of the Department of Social Services.

- If I know that a patient has a propensity for violence and the patient indicates that he/she has the intention to inflict imminent physical injury upon a specified victim(s), I may be required to take protective actions. These actions may include establishing and undertaking a treatment plan that is calculated to eliminate the possibility that the patient will carry out the threat, seeking hospitalization of the patient and/or informing the potential victim or the police about the threat.
- If I believe that there is an imminent risk that a patient will inflict serious physical harm or death on him/ herself, or that immediate disclosure is required to provide for the patient's emergency health care needs, I may be required to take appropriate protective actions, including initiating hospitalization and/or notifying family members or others who can protect 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.

#### 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 Clinical Record, if you request it in writing. If I feel that disclosure of your Clinical Record is likely to endanger the life or physical safety of you or another person, you have a right to a summary and to have your record sent to another mental health provider. 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, 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 \$0.60 per page (and certain other expenses). If I refuse your request for access to your records, you have a right of review, 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, the attached Notice form, and my privacy policies and procedures.

#### MINORS & PARENTS

Patients under 16 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment. Therefore, it is usually my policy to request an agreement from any patient between 16 and 18 and his/her parents allowing me to share general information about the progress of treatment and their teen's attendance at scheduled sessions. Any other communication will require the teen's authorization, unless I feel that the teen 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 teen, 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 at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. I do charge interest of 1.5 % per month on accounts that are 30 days past due.

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, address, 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

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.

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 you are seen by a psychologist in order to provide reimbursement for mental health services. You are required to obtain the initial authorization by calling the appropriate number on your insurance card. Failure to do this may result in your insurance company rejecting your claim, making you responsible for the entire charge.

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. Maryland permits me to send some information without your consent in order to file appropriate claims. I am required to provide them with a clinical diagnosis, dates of service, and the type of service rendered. 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. If I believe that your health insurance company is requesting an unreasonable amount of information, I will call it to your attention and we can discuss what to do. You can instruct me not to send requested information, but this could result in claims not being paid and an additional financial burden being placed on you. Once the insurance company has this information, it 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. 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 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 your sessions. It is important to remember that you always have the right to pay for services yourself to avoid the need to release information to your insurance company.