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General Information & Psychotherapist-Patient Services Agreement

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). This federal law provides new privacy protections and new patient rights regarding the use and disclosure of your Protected Health Information (PHI). HIPAA requires that I provide you with a Notice of Privacy Practices accompanying this document. The law requires that I obtain your signature acknowledging that I have provided you with this information and that you agree/consent to let me use your information as specified in the Notice. Although these documents are long and sometimes complex, it is essential that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have acted in reliance on it, if there are obligations imposed on me by your health insurer to process or substantiate claims made under your policy, or if you have not satisfied any financial obligations you have incurred.

Limits of 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 specific legal requirements imposed by state law and HIPAA. But there are some situations where I am permitted or required to disclose information without either your consent or authorization:

- If a patient threatens to harm themselves, I may be obligated to seek hospitalization for them or contact family members or others who can help provide protection.
- If a patient communicates a serious threat of physical violence against an identifiable victim, I must take protective actions, including notifying the potential victim and contacting the police. I may also seek hospitalization of the patient or contact others who can assist in protecting the victim.
- Disclosures may be required to health insurers or to collect overdue fees.
- I 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 it is essential to our work together. I will note all consultations in your Clinical Record.

- I may be court-ordered to release treatment information and records in alleged criminal or civil liability cases. In addition, if a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client to defend myself.
- If a government agency requests the information for health oversight activities under their legal authority, I may be required to provide it.
- If a patient files a worker's compensation claim, I must, upon appropriate request, disclose information relevant to the claimant's condition to the worker's compensation insurer.
- I am required by law to report any suspected child abuse, neglect, or sexual abuse to protect the child/children involved.
- I am obligated by law to report any suspected abuse, neglect, or sexual abuse of an older adult or dependent adult to protect the older adult or dependent adult involved.
- Please be aware that information shared with me will be disclosed to your partner or family if they participate in couples or family treatment. I will not agree to hold secrets on any one partner's behalf. If you feel something should not be shared with your partner, please do not tell me your secret(s). At such times, it may be most appropriate for you to seek the support of an individual therapist who is independent of your couple's treatment and who will consult with me regarding the broad issues and not the specifics of your secret(s).

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is essential 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.

Psychological Services: Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient and the problems you are experiencing. I may use many different methods to deal with the problems you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. 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.

Because clients often disclose many deeply felt personal thoughts and experiences to their therapists, the relationship can become very close and vital. Sometimes clients want the relationship to become more than a therapeutic relationship. Although these feelings are understandable, all clients must recognize that I cannot at any time, during or after your course of therapy, be friends or engage in any

business endeavors. Should we meet by chance on the street or at a social gathering, I will keep our conversation to a minimum. While talking about sexual thoughts or feelings may be a part of therapy for many people, actual sexual relations between clients and psychotherapists is never OK. These boundaries are essential for ethical, effective psychotherapy.

Your physical health can have a profound influence on your emotional well-being. I urge you to have a physical examination to rule out any physical conditions causing or exacerbating your current emotional state. You are also strongly encouraged to follow up on referrals for any additional services we may discuss. Similarly, it is your responsibility to keep current with your physical condition by receiving medical check-ups and care. Please understand that my commitment to working with you extends only as far as you agree to work toward keeping me informed of your health decisions and your willingness to follow the advice of your healthcare providers. I agree to work with you only if you cooperate with the prescribed medical treatment deemed necessary by the professionals you have chosen and keep me informed of any changes in your conditions(s) or treatments without my needing to ask. If you are unwilling to work with professionals when you are seriously physically or mentally ill, I typically cannot provide the treatment you need in an outpatient psychotherapy setting. Therefore, under these circumstances, I reserve the right to terminate our relationship and refer you to other sources to help you obtain a higher level of care.

You may also benefit from knowing that I work in an office building with other therapists, but each of us operates independently. I am solely responsible for referrals given and the quality of care I provide.

Meetings: I usually conduct an evaluation that will last from 2 to 4 sessions. We can both decide if I can provide the services you need during this time. If you have questions about my procedures, we can discuss them at any time. You also have the right to choose not to receive therapy from me at any time, and I will provide you with names of other qualified professionals whose services you might prefer.

If psychotherapy is begun, I will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree on, although some sessions may be more or less frequent. In a sense, we have a contract whereby you have the exclusive use of my time for your scheduled appointment. If you cannot keep your appointment, I ask that you cancel as soon as possible. If cancellation is received by *at least 5 P.M.* on the business day before your appointment time, there will be no charge for the cancellation.

If, however, you cancel your appointment *after 5 P.M.* on the business day before your scheduled time, you will be charged the full fee for the missed session. Please note that insurance companies do not compensate me for appointments you miss. Therefore, you will be charged for the entire amount I would have received for my professional time. That amount would include any insurance co-pay and the amount your insurance company would have otherwise paid me if you used insurance benefits.

You are asked to refrain from being under the influence of alcohol and recreational drugs during our meetings. If you choose to come to a session intoxicated, I might end our session early. I also may re-evaluate the feasibility of continuing our work together.

Contacting Me: I am often not immediately available by telephone due to my work schedule. You may leave messages for me 24 hours a day at (858) 694-0057. I retrieve messages Monday through Friday. Messages left after 5 P.M. Friday will be returned the following Monday. If you do not hear from me, assume my voicemail was not working correctly and call again. Please call 911 or go to your local emergency room if you have an emergency. If you have an urgent matter and need to speak to someone immediately, please call the San Diego 24-hour Access and Crisis Line at 1(888)724-7240. When I am out of town, I will either make arrangements for another licensed psychotherapist to be available during my absence or direct you to the San Diego Access and Crisis Line for assistance. Relevant information will be contained in my outgoing voicemail message.

In the event there is an emergency, or if the covering therapist or I cannot respond quickly, you should call your psychiatrist, your family physician, the emergency room of a local hospital, 911, or the San Diego 24-hour Access and Crisis Line at 1(888) 724-7240.

Professional Fees: Payment is due at the time of service unless we have agreed to other arrangements before our meeting. Services involving additional fees include report writing, telephone conversations lasting longer than 10 minutes, 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 responsible for paying for all 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 fees for preparation and attendance at any legal proceeding are substantially higher than for psychotherapy sessions. They are not reimbursable by your health insurance.

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, requiring me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is their name, the nature of services provided, and the amount due. If legal action is necessary, the claim will include its costs.

Insurance Reimbursement: 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 essential that you find out exactly what mental health services your insurance policy covers.

It is sometimes difficult to determine exactly how much mental health coverage is available until payment arrives. Furthermore, "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 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.

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 must provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. This information will become part of the insurance company files and 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. They may share the information with a national medical information databank in some cases. 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 the requested information to your carrier. It is important to remember that you always have the right to pay for my services yourself to avoid the procedures described above unless I am prohibited by a contract with an insurance company to render such services to you.

Patient Rights: HIPAA provides you with several new or expanded rights regarding 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 along with the attached Notice Form.

Professional Records: According to HIPAA, I keep Protected Health Information 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 how your problem impacts 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 where disclosure would physically endanger you and others or refers to another person (unless such other person is a health care provider), you may examine and receive a copy of your Clinical Record if you request it in writing. Because these are professional records, they can be misinterpreted and 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 to discuss the contents. There will be a copying fee of 25 cents per page and mailing costs if mailing is requested. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical Records, you have a right of review (except for information supplied to me confidentially by others), which I will discuss with you upon request.

In addition, I also may keep a set of Psychotherapy Notes. These Notes are for my 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 your therapy, and particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. They also include information from others provided to me 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.

Termination: Termination of therapy is inevitable. Either of us may terminate our work together if we do not think it is in your best interest, or we can make that decision together if your work is complete. However decided, termination can and ought to be a valuable part of the psychotherapy experience. I typically ask that we meet for one or two sessions after an agreement to terminate. Such sessions are usually quite rewarding, allowing us to review your goals and accomplishments, outline any further work to be done, and examine your options for the future. It is also important to discuss if you would like to take a vacation from therapy. We often can arrange for such time to be maximally productive if discussed in advance.

One more bit of legalese: Your signature below indicates that you have read this agreement and agree to its terms. It also serves as an acknowledgment that you have received the HIPAA Notice Form

described previously. By signing this Agreement, you agree that I can provide and obtain the requested information to your insurance carrier.

Now that you've taken the time to read this information, I would like to end by sincerely welcoming you to my practice. I look forward to a successful and therapeutic relationship with you.

Your Printed Name

Your Signature

Date

Your Printed Name

Your Signature

Date