



HAWAII CENTER
for PSYCHOLOGY

FINDING YOUR BALANCE

PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

Welcome to our 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 your doctor 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 your doctor obtain your signature acknowledging that s/he 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. You and your doctor can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between you and your doctor. You may revoke this Agreement in writing at any time. That revocation will be binding on your doctor unless s/he has taken action in reliance on it; if there are obligations imposed on your doctor 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 psychologist and patient, and the particular problems you are experiencing. There are many different methods your doctor 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 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.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, your doctor 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 therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with your doctor. 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 our procedures, you and your doctor should discuss them whenever they arise. If your doubts persist, your doctor will be happy to help you set up a meeting with another mental health professional for a second opinion.

PROFESSIONAL FEES

Our professional fees are \$198.00 for a 45 minute session and \$298.00 for a 60 minute session plus general excise tax. In addition to appointments, your doctor charges this amount for other professional services you may need, though your doctor will break down the hourly cost if s/he works 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 him/her. If you become involved in legal proceedings that requires your doctor's participation, you will be expected to pay for all of his/her professional time, including preparation and transportation costs, even if your doctor is called to testify by another party. Because of the difficulty of legal involvement, your doctor charges \$200.00 to \$350.00 plus general excise tax per hour for preparation and attendance at any legal proceeding.

CONTACTING YOUR DOCTOR

Due to his/her work schedule, your doctor is often not immediately available by telephone. When s/he is in the office during regular business hours the telephone is answered by the office staff or by voice mail that is monitored frequently. Your doctor will make every effort to return your call within 48 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform the office of times when you will be available. If you have a crisis contact the Crisis Line at 832-3100, dial 911 or go to the nearest emergency room. If your doctor will be unavailable for an extended time, s/he 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 psychologist. In most situations, your doctor 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:

- Your doctor may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, your doctor will make every effort to avoid revealing the identity of his/her patient. The other professionals are

also legally bound to keep the information confidential. If you don't object, your doctor will not tell you about these consultations unless s/he feels that it is important to the work you do together. Your doctor will note all consultations in your Clinical Record (which is called "PHI" in his/her Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).

- You should be aware that your doctor practices with other mental health professionals and that s/he employs administrative staff. In most cases, your doctor needs 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.
- Your doctor also has contracts with professional business service providers such as an accountant and Information Technology consultant. As required by HIPAA, your doctor 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, your doctor 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, your doctor 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 your doctor 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 my professional services, such information is protected by the psychologist-patient privilege law. Your doctor cannot provide any information without your (or your legal 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 doctor to disclose information.
- If a government agency is requesting the information for health oversight activities, your doctor is required to provide it for them.
- If a patient files a complaint or lawsuit against the doctor, s/he may disclose relevant information regarding that patient in order to defend him/her.
- If a patient files a worker's compensation claim, your doctor may be required to file a report of the patient's injury or treatment.

There are some situations in which your doctor is legally obligated to take actions, which s/he believes are necessary to attempt to protect others from harm and s/he may have to reveal some information about a patient's treatment. These situations are unusual in our clinic.

- If your doctor has reason to believe that child abuse or neglect has occurred or that there exists a substantial risk that child abuse or neglect may occur in the reasonably foreseeable future, the law requires that s/he file a report with the appropriate governmental agency, usually the Department of Human Services. Once such a report is filed, your doctor may be required to provide additional information.
- If your doctor has reason to know or has reason to believe that a dependent adult has been abused and is threatened with imminent abuse, the law requires that s/he file a report with the appropriate governmental agency, usually the Department of Human Services. Once such a report is filed, s/he may be required to provide additional information.
- If a patient indicates that s/he presents a clear and imminent danger of violence to an individual or to society, your doctor may be required to take protective actions. These actions may include notifying appropriate professional workers, contacting the police, or seeking hospitalization for the patient.

If such a situation arises, your doctor will make every effort to fully discuss it with you before taking any action and s/he will limit 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 your doctor is not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, your doctor keeps Protected Health Information about you in your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on 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 s/he receives 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 that involve danger to yourself and others or makes reference to another person (unless such other person is a health care provider) and your doctor believes that access is reasonably likely to cause substantial harm to such other person, 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, your doctor recommends that you initially review them in his/her presence, or have them forwarded to another mental health professional so you can discuss the contents. In most situations, your doctor is allowed to charge a copying fee of \$1.00 per page (and for certain other expenses). The exceptions to this policy are contained in the attached Notice Form. If your doctor refuses your request for access to your records, you have a right of review except for information provided to him/her confidentially by others, which s/he will discuss with you upon your request.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that your doctor 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 our clinic's policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. Your doctor is 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 unless the doctor decides that such access is likely to injure the child or we agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes our policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, the doctor will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. The doctor 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 doctor feels that the child is in danger or is a danger to someone else, in which case, s/he will notify the parents of his/her concern. Before giving parents any information, the doctor will discuss the matter with the child, if possible, and do his/her best to handle any objections the child 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. Payment schedules for other professional services will be agreed to when they are requested.

In order to streamline billing and minimize the possibility of financial matters intruding on the therapeutic relationship, I agree to place a currently valid credit card on file with HCP and authorize HCP to make appropriate charges on that card for services rendered on or shortly after the date of service. If I choose a different form of payment, I will present cash or another valid credit card prior to my session.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, your doctor 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 disclosure of otherwise confidential information. In most collection situations, the only information the doctor 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. Your doctor will fill out forms and provide you with whatever assistance s/he can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of your doctor's 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, your doctor will provide you with whatever information s/he can based on his/her 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, your doctor 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 should also be aware that your contract with your health insurance company requires that your doctor provide it with information relevant to the services that s/he provides to you. Your doctor is required to provide a clinical diagnosis. Sometimes s/he is required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, s/he 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, your doctor has 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. Your doctor will provide you with a copy of any report s/he submits, if you request it. By signing this Agreement, you agree that your doctor 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 your doctor's services yourself to avoid the problems described above unless prohibited by contract.

_____ (Initial) **RESCHEDULING & CANCELLATION**

Your doctor normally conducts an evaluation that will last from 2 to 4 sessions. During this time, you and your doctor can decide if s/he is the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, your doctor will usually schedule one session per week at a time you and your doctor agree on, although some sessions may vary according to your needs. **Once an appointment is scheduled, you will be expected to pay for the full amount of the session unless you provide 24 hours advance notice of cancellation unless you and your doctor 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 cancelled sessions.** If it is possible, your doctor will try to find another time to reschedule the appointment.

_____ (Initial) **INSURANCE POLICY**

I certify that I am covered by the insurance policy that is listed on the patient intake form. I assign to this office (Hawaii Center for Psychology) all insurance benefits otherwise payable to me. **I UNDERSTAND THAT I AM RESPONSIBLE FOR PAYMENT OF SERVICES RENDERED WHICH ARE NOT BENEFITS OF MY INSURANCE AND RESPONSIBLE FOR PAYING ANY CO-PAYMENT AND DEDUCTIBLE AMOUNTS THAT MY INSURANCE DOES NOT COVER.** I hereby authorize this office to release all information necessary to secure the payment of benefits from my insurance company. I also authorize the use of this signature on all my insurance submissions, whether manual or electronic.

_____ (Initial) **PAYMENT**

In order to streamline billing and minimize the possibility of financial matters intruding on the therapeutic relationship, I agree to place a currently valid credit card on file with HCP and authorize HCP to make appropriate charges on that card for services rendered on or shortly after the date of service. If I choose a different form of payment, I will present cash or another valid credit card prior to my session.

_____ (Initial) **CONTACT INFORMATION**

To provide better service and to better protect your privacy, please list only the phone numbers where you can be reached to confirm appointments and receive any other messages from Hawaii Center for Psychology. Your signature authorizes Hawaii Center for Psychology to leave messages on voicemail or with anyone who answers.

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.

Signature

Date