

## **PROVIDER-PATIENT SERVICES AGREEMENT**

Welcome to Riegler Shienvold & Associates (RSA). 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 federal law that provides privacy protections and 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 we 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 we obtain your signature acknowledging that we have provided you with this information. 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 during 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 RSA unless we have taken action in reliance on it; if there are obligations imposed on RSA 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 clinician and patient, and the particular problems you are experiencing. There are many different methods we 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 clinician will be able to offer you some first impressions of what your 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 clinician. Therapy may involve a large commitment of time, money, and energy, so you should be very careful about the clinician you select. If you have questions about your clinician's procedures, you should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

## MEETINGS

We may use the first few sessions as part of an evaluation process. During this time, you and your clinician can both decide if he or she is the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, your clinician will usually schedule one 45-55 minute session at an agreed upon time. **Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.**

## PROFESSIONAL FEES

The hourly fee is \$145 for the initial visit and \$125 for subsequent visits. In addition to routine appointments, RSA charges this amount for other professional services you may need, though we will break down the hourly cost for periods of less than one hour. Other services include report writing, telephone conversations and written correspondence that take longer than 15 minutes, consulting with other professionals with your permission, preparation of records, treatment summaries, school meetings, travel costs, psychological testing for educational purposes, and the time spent performing any other service you request. These services are usually not covered by insurance. As a result we will assume these services are not billable to insurance. We will send you a statement for these services and/or collect the fee at the time of your next office visit. You, the patient, are responsible for any charges the insurance company refuses to pay.

If you become involved in legal proceedings that require your clinician's participation, you will be expected to pay for all professional time, including preparation and transportation costs, even if your clinician is called to testify by another party. Because of the complexity of legal involvement, the charge is \$150 per hour, in half- and full-day increments, for preparation and attendance at any legal proceeding.

Fees related to court testimony and forensic evaluations and/or reports are payable in advance.

## CONTACTING YOUR CLINICIAN

Due to RSA work schedules, your clinician is often not immediately available by telephone. While clinicians are usually in the office during office hours, he or she probably will not answer the phone when with a patient. When office staff is unavailable, RSA's telephone is answered by an answering service. Your clinician 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 us of some times when you will be available. In emergencies, the on-call clinician is available to assist you. If you are unable to reach your clinician in an emergency and feel that you can't wait for him/her to return your call, contact our on-call clinician, your family physician, Crisis Intervention or the nearest emergency room. If your clinician will be unavailable for an extended time, you may contact the office to speak with the on-call clinician.

On a case by case basis, you and your clinician may mutually agree to exchange information via email. If interested, you may discuss the advantages and limitations with your clinician. However, please note: We cannot promptly or effectively respond to clinical emergencies via email, so in an emergency you must contact us by telephone, call 911 or your county crisis intervention service. In addition, we will not schedule appointments or accept cancellations by email. If you need to schedule or cancel an appointment, you must do so by telephone or in person.

## LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, RSA 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 clinician may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of the patient. The other professionals are also legally bound to keep the information confidential. If you don't object, your clinician will not tell you about these consultations unless it is felt to be important to your work together. RSA will note all consultations in your Clinical Record (which is called "PHI" in the Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that your clinician practices with other mental health professionals and that RSA employs administrative staff. In most cases, the clinician needs to share your protected information with these individuals for both clinical and administrative purposes, such as scheduling, on-call coverage, 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.
- RSA also has contracts with accounting and answering services, computer support, and record storage companies. As required by HIPAA, RSA has 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, RSA 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 seriously threatens to harm himself/herself or others, the clinician 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 RSA 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 the professional services provided to you, such information is protected by the psychologist-patient privilege law. RSA 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 your clinician to disclose information.
- If a government agency is requesting the information for health oversight activities, RSA may be required to provide it for them.

- If a patient files a complaint or lawsuit against a clinician, he or she may disclose relevant information regarding that patient in order to defend himself or herself.
- If RSA is treating a patient who files a worker's compensation claim, we may, upon appropriate request, be required to provide otherwise confidential information to your employer.

There are some situations in which the clinician is legally obligated to take actions which he or she believes are necessary to attempt to protect others from harm and may have to reveal some information about a patient's treatment.

- If the clinician has reason to suspect, on the basis of his or her professional judgment, that a child is or has been abused, he or she is required to report those suspicions to the authority or government agency vested to conduct child-abuse investigations. The clinician is required to make such reports even if he or she does not see the child in a professional capacity.
- The clinician is mandated to report suspected child abuse if anyone aged 14 or older tells them that he or she committed child abuse, even if the victim is no longer in danger.
- The clinician is also mandated to report suspected child abuse if anyone tells them that he or she knows of any child who is currently being abused.
- If the clinician has reason to believe that an elderly person or other adult is in need of protective services (regarding abuse, neglect, exploitation or abandonment), the law allows him/her to report this to appropriate authorities, usually the Department of Aging, in the case of an elderly person. Once such a report is filed, he or she may be required to provide additional information.
- If the clinician believes that one of his/her patients presents a specific and immediate threat of serious bodily injury regarding a specifically identified or a reasonably identifiable victim and he or she is likely to carry out the threat or intent, he or she may be required to take protective actions such as warning the potential victim, contacting the police, or initiating proceedings for hospitalization.

If such a situation arises, your clinician may make every effort to fully discuss it with you before taking any action and 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 clinician 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, RSA keeps 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 the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress toward those goals, your medical and social

history, your treatment history, any past treatment records that RSA 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 where information has been supplied to us by others confidentially, or the record makes reference to another person (unless such other person is a health care provider) and your clinician 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, we recommend

that you initially review them in the presence of the clinician, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, RSA charges a copying fee of \$25 for up to 20 pages, and 50 cents per additional page. The exceptions to this policy are contained in the attached Notice Form. If your request for access to your records is refused, you have a right of review (except for information supplied to RSA confidentially by others) which your clinician will discuss with you upon request.

In addition, your clinician may also keep a set of Psychotherapy Notes. These Notes are for his/her own use and are designed to assist in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of your conversations, the clinician's analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to your clinician that is not required to be included in your Clinical Record. 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.

## **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 clinician 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 RSA policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and RSA privacy policies and procedures. We are happy to discuss any of these rights with you.

## **MINORS & PARENTS**

**Patients under 14 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. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometime 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 clinician will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. We will also provide parents with a summary of their child's treatment once it is complete. Any other communication will require the child's Authorization, unless the clinician feels that the child is in danger or is a danger to someone else, in which case, he or she will notify the parents of the concern. Before giving parents any information, the clinician will discuss the matter with the child, if possible, and do their best to handle any objections he or she may have.

**Children age 14 or older** may consent to their own treatment. If this is the case, the child controls the release of mental health records. The child may be asked to sign a release of information consent form to inform parents of treatment attendance, information necessary for billing, and if the child needs a referral to another provider.

**Patients age 14 or older**, who do not consent to treatment may have the parents' consent to treatment on behalf of the child. In that case, the parents have a legal right to information about treatment, including symptoms and conditions to be treated, medications and other treatment to be provided, and risks, benefits, and expected result of treatment to be provided. Parents who consent to treatment on behalf of a child age 14 or older may also consent to release information to a current mental health provider and /or primary care provider.

If both parents and the patient over 14 years of age consent to treatment, the control of the release of information rests with the child.

If parents are divorced or separated, and are giving consent to treatment, we will need to have consent for treatment from both parents. Exceptions include: one parent has sole legal custody, or a parent who is not available (i.e., they have little or no contact with the child and live far away). In the case of exceptional circumstances we will still make an attempt to notify that parent of the child's treatment.

## **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 circumstances of unusual financial hardship, you may discuss payment arrangements with your clinician.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we 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 RSA will 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 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. RSA will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our 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, we will provide you with whatever information we can based on our experience and will be happy to help you 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 us to provide services to you once your benefits end. If this is the case, we will do our 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 RSA provide it with information relevant to the services provided to you. Clinicians are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, RSA 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, RSA 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 clinician will provide you with a copy of any report he or she submits, if you request it. By signing this Agreement, you agree that RSA and your clinician 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.

#### **NOTICE REGARDING ANIMALS IN THE OFFICE**

In order for us to maintain a safe, healthy and controllable environment for our patients, we do not permit animals or pets on the premises. Patients with specific questions about this issue should speak directly with their clinician. Limited exceptions to this policy may be made at a clinician's discretion if, and only if, it is done for specific and legitimate therapeutic objectives and in a way that minimizes any impact on other staff, clients, or the general functioning of the office.

Patients relying on the use of service animals are permitted to bring their animals into the office.

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