

PROVIDER-PATIENT SERVICES AGREEMENT

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), 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 I provide you with a Notice of Privacy Practices (Georgia Notice Form) 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 I obtain your signature acknowledging that I 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. 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.

Psychological Services: Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist 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. This process 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 not guarantees of what you will experience.

Appointments and Cancellations: Appointments are generally 45-50 minutes in length. Appointments might be held weekly or with greater or less frequency depending upon your needs. After a suspension of treatment for 30 days or more, your chart will be closed, unless other arrangements have been made. It is not my policy to “double book” appointments, so the time is exclusively committed to your appointment. When an appointment is missed, my schedule is seriously disrupted, as I am unable to make this time available to other clients. For this reason 24 hours notice is required of your intent to cancel an appointment. If you cancel an appointment without 24 hours notice, or if you miss an appointment, you will be charged a fee of \$50.00. These charges are not covered by insurance, it is the patient’s responsibility, and is due within one week of the missed appointment.

Contacting Me: Due to my work schedule, I am often not immediately available by telephone. While I keep regular daytime office hours, I probably will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by voice mail or by the office manager. 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 unable to reach me and you are having an emergency, you can call my mobile phone number at (770) 653-2970. I or the on call therapist will then, attempt to call you back as soon as possible, usually within the hour. If the emergency cannot wait for a return phone call, dial 911 or go the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, there will be an on call therapist covering in cases of emergencies.

Limits on Confidentiality: The law protects the privacy of all communications between a patient and a therapist. 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 (which is called "PHI" in my Notice of Policies and Practices to protect the privacy of your health information).
- You should be aware that I practice with other mental health professionals and that I employ administrative 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. 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.
- I also may have contacts with certain Managed Health Care companies. As required by HIPAA, I have a business associate contract with these companies, 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.
- If a patient threatens to harm himself/herself, I may be obligated to see 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 my professional services, such information is protected by the therapist-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 a patient files a worker's compensation claim, and I am providing treatment related to the claim, I must, upon appropriate request, furnish copies of all medical reports and bills.

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 has been abused, the law requires that I file a report with the appropriate governmental agency, usually the Department of Human Resources. Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon them, other than by accidental means, or has been neglected or exploited, I must report to an agency designated by the Department of Human Resources. Once such a report is filed, I may be required to provide additional information.
- If I determine that a patient presents a serious danger of violence to another, I may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police, and/or seeking hospitalization for the patient.

If such 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.

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 with a written request with the following exceptions: in unusual circumstances that involve danger to yourself and others, or makes reference to another person 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. 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 situations, I am allowed to charge a copying fee of \$50.00 per record. If I refuse your request for access to your records, you have a right of review (except for information provided to me confidentially by others), which I will discuss with you upon request.

Parents 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 I 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 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. I am happy to discuss any of these rights with you.

Minors & Parents: For patients under 18 years of age who are not emancipated, their parents are allowed by law to examine their child's treatment records unless I believe that doing so would endanger the child or we agree otherwise. However, because privacy in psychotherapy is often crucial to successfully progress, particularly with teenagers, it is often my policy to have an agreement with parents that they consent to not seek access to their child's records. If they agree, during treatment, I will provide them with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. If at any point during treatment I believe that the child is in danger or is a danger to someone else I will notify the parents of my concern.

PLEASE READ CAREFULLY AND SIGN THE STATEMENT THAT FOLLOWS

Payment and Insurance Reimbursement Policy: Patients are required to pay all fees in full at the time service is rendered unless other arrangements have been made with your therapist. A completed insurance form can be provided to you so that you may file a claim for direct reimbursement from your insurance company. If you are covered by a managed care company, and authorized for visits, please provide a copy of your insurance card to the office manager. You will also be required to sign the assignment of benefits statement below and pay your co-payment at each visit. If you have an unmet deductible, you will be required to pay for the services rendered in full until the deductible has been met. Documentation can be provided for patients wishing to file claims with their secondary insurers.

Insurance policies are quite varied, and it is your responsibility to familiarize yourself with your insurance benefits, including obtaining any pre-authorizations required and verifying coverage. It is important to realize that, regardless of your insurance coverage, it is the patient (or the adult parent/guardian) who is ultimately responsible for payment of services. We will attempt to accommodate your insurance needs. However, if payment is denied, you will be held responsible for the charges incurred.

Professional Fees: My rates are moderate, depend on the specific service, and are within the average range for the type of services we provide. Fees for testing and evaluations are determined after the first session by the type of testing required. Attending the first session to discuss testing does not obligate you for the completion of testing or for fees beyond the first session. In addition to weekly appointments, we charge a prorated amount of our hourly fee for other professional services needed including, but not limited to letter writing, telephone or email conversations lasting longer than 15 minutes, consulting with other professionals at your request, preparation of records or treatment summaries, and the time spent performing any other service you may request of us. These services will be charged based on our session rate in 15 minute increments and are generally not covered by your insurance company. If you become involved in legal proceedings that require our participation, you will be expected to pay for all of our

professional time, including preparation and transportation costs, even if we are called to testify by another party; direct appearance will be charged at a minimum of four hours. You will be charged for any sessions missed or cancelled with less than 24 hours notice unless due to an emergency situation. Please note that insurance companies do not pay for missed/cancelled appointments, so payment of the hourly fee is your responsibility. Payments are generally accepted in the form of cash, checks, or major credit cards. Credit card use will incur the 2.19% transaction fee. For any returned checks, the patient will be charged a return check fee of \$30.00.

Client Acknowledgement of Receipt of HIPAA Notice Form

The Health Insurance Portability and Accountability Act (HIPAA), a new federal law provides new privacy protections and new patient’s 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 for use and disclosure of PHI treatment, payment, and health care operations. The Notice explains HIPAA and its applications to your personal 4 of 5 health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information. Although this document is complex, it is very important that you read it carefully. We can discuss any questions you have about the document or the procedures described by it at our next session. When you sign below, it will represent an acknowledgement that you have received the HIPAA Notice form.

Assignment of Benefits

I authorize release of any treatment or patient information necessary to process insurance claims. I also authorize payment of insurance benefits to be made to SBS Psychological Associates for the services provided. My signature below indicates that I have read this agreement and agree to its terms, and also serves as an acknowledgement that I have received the HIPAA NOTICE FORM described above from SBS Psychological Associates.

Client/ Parent/Guardian Signature

Date

Therapist Signature

Date