

# OUTPATIENT SERVICES CONTRACT & HIPPA NOTICE

---

**WELCOME!** This document contains important information about my professional services and 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. My HIPAA Notice document 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 at the end of the first session, if possible. Although these documents are long and sometimes complex, it is very important that you **read** them carefully.

**PSYCHOLOGICAL SERVICES:** Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient(s), and the particular concerns you bring forward. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for an 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 it often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, or helplessness. On the other hand, psychotherapy has been shown to lead to better relationships, solutions to specific problems, and reduced feelings of distress. However, 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, I will be able to offer you some first impressions of what our work will include if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a significant commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to refer you to another professional for a second opinion.

**MEETINGS:** I normally conduct an evaluation that will last for several sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. Once psychotherapy begins, I usually schedule one **45-minute** session per week, although some sessions may be longer or more frequent. Please understand that your scheduled appointment time begins your clinical hour and arriving late will constitute that portion of your session. You agree to pay for services at the end of each session. The number and length of meetings for psychological and/or educational testing/evaluations will vary according to your specific needs. We will meet to determine which form of assessment is best suited to your current concerns and will discuss every assessment measure to be administered beforehand.

**LATE CANCELLATION AND NO SHOW/NO CALL FEES:** I understand that a **Late Cancellation Fee** (with less than 24 hours notice) will be charged \$75 per occurrence. Typically, insurance companies will not permit professionals to submit charges for missed appointments.

**PROFESSIONAL FEES:** My hourly fee is **\$200 or the amount allowed by your insurance company if I am a participating provider**. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than forty-five minutes. I offer a sliding scale for individuals with financial hardships. If your household income is less than \_\_\_\_\_ your fee may be reduced to \_\_\_\_\_. Other services include report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, 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 compensate me for my professional time even if I am called to testify by another party. Because of the difficulty of **legal involvement, my fee is \$350 per hour** for preparation and attendance at any legal proceeding.

**BILLING AND PAYMENTS:** You will be expected to pay for each session at the time services are rendered, unless we agree otherwise, or unless you have insurance coverage that requires another arrangement. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. 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. Although this rarely occurs, I may hire a collection agency or go through small claims court. If such legal action is necessary, in addition to my full professional fee, these costs will be included in the claim. In most collection situations, the only information I release regarding about a patient is his/her name, the nature of services provided, and the amount due.

**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. I will fill out forms and provide you with whatever assistance I can in helping you receive your benefits; however, you (not your insurance company) are responsible for payment of my 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, I will provide you with whatever information I can based on my 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, I 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 progress can be made in short-term therapy, some patients feel that they need continued services after insurance benefits end. You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I am required to provide additional clinical information such as detailed treatment plans, a summary of your treatment record, or copies of the entire record. 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, I have no control over what they do with your personal information once it is in their hands. In some cases, they may share the information with a national medical information databank or release it to other sources. Once we have all of the information about your insurance

coverage, we will discuss what we can expect to accomplish with the amount of insurance benefits that are available and what will happen if they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid these potential problems.

**CONTACTING ME: I am often not immediately available by telephone.** While I am usually in the office during regular business hours, I probably will not answer the phone when I am with a patient. When I am unavailable the telephone is answered by the receptionist or goes to voicemail. 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. If you feel that you cannot wait for me to return your call, please contact your family physician or the nearest emergency room for assistance. If I will be unavailable for an extended time, I will provide you with the name of a colleague you can.

**PROFESSIONAL RECORDS:** The laws and standards of my profession require that I keep treatment records. You should be aware that, pursuant to **HIPAA**, I keep Protected Health Information (PHI) about you in two sets of professional records. (1) 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 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. (2) In addition to the Clinical Record, I may also keep a set of Psychotherapy Notes. These notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization.

Except in unusual circumstances that involve danger to yourself or others (for which I will provide you with an accurate and representative summary of your Record), you may examine and/or receive a copy of your Record, if you request it in writing. You are entitled to receive a copy or a **summary of the records** unless I believe that seeing them would be emotionally damaging, in which case I will be happy to send them to another professional of your choice. 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. I am sometimes willing to conduct this review meeting without charge. Patients will be charged an appropriate fee for any time spent in preparing information requests.

**MINORS:** If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. I usually like to request that parents agree to give up access to your records. If they agree, **I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else.** In this case, I will notify them of my concern. I will also provide them with a summary of your treatment when it is complete. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

**CONFIDENTIALITY:** In general, law protects the privacy of all communication between a patient and a psychologist. In most situations, I can only release information about your treatment if you sign a written Authorization form. In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it. If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient's treatment. For example, if I believe that a child, elderly person, vulnerable adult, or disabled person is being abused, I must file a report with the appropriate state agency. If I believe that a patient is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection. These situations have rarely occurred in my practice. If a similar situation occurs, I will make every effort to fully discuss it with you before taking any action.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential. If you do not object, I will not tell you about these consultations unless I feel that it is important to our work together. You should also be aware that I practice with other psychologists and that I utilize administrative staff. In some cases, I need to share your protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. The psychologists I practice with are bound by the same rules of confidentiality explained above. All staff members have been made aware of the importance of protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member. 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 during our meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

## **HIPPA: Health Insurance Portability & Accountability Act**

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY AND **SIGN** THE LAST PAGE ACKNOWLEDGING THAT YOU CHOSE TO DECLINE OR ACCEPT A COPY OF THIS NOTICE.

### **I. Uses and Disclosures for Treatment, Payment, and Health Care Operations**

I may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions:

- ❖ "PHI" (Protected Health Information) refers to individually identifiable health information. PHI includes any identifiable health information received or created by this office or myself.
- ❖ "Health information" is information in any form that relates to any past, present, or future health of an individual.
- ❖ "Treatment, Payment and Health Care Operations"

*Treatment* is when I provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist. *Payment* is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage. *Health Care Operations* are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.

- ❖ "Use" applies only to activities within my practice, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- ❖ "Disclosure" applies to activities outside of my practice, such as releasing, transferring, or providing access to information about you to other parties.

### **II. Uses and Disclosures Requiring Authorization**

I may use or disclose confidential information (including but not limited to PHI) for purposes of treatment, payment, and healthcare operations when your written informed consent is obtained. I may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An "authorization" is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment and health care operations, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before releasing your psychotherapy notes. "Psychotherapy notes" are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

### **III. Uses and Disclosures with Neither Consent nor Authorization**

I may use or disclose PHI without your consent or authorization in the following circumstances:

- ❖ **Child Abuse:** If I have reasonable cause to believe that a child with whom I have had contact has been abused I may be required to report the abuse. Additionally, if I have reasonable cause to believe that an adult with whom I have had contact has abused a child, I may be required to report the abuse. In any child abuse investigation, I may be compelled to turn over PHI. Regardless of whether I am required to disclose PHI or to release documents, I also have an ethical obligation to prevent harm to my patients and others. I will use my professional judgment to determine whether it is appropriate to disclose PHI to prevent harm.
- ❖ **Abuse of "Mentally ill or Developmentally Disabled Adults":** If I have reasonable cause to believe that a mentally ill or developmentally disabled adult, who receives services from a community program or facility, has been abused, I may be required to report the abuse. Additionally, if I have reasonable cause to believe that any person with whom I come into contact has abused a mentally ill or developmentally disabled adult, I may be required to report the abuse. Regardless of whether I am required to disclose PHI or to release documents, I also have an ethical obligation to prevent harm to my patients and others. I will use my professional judgment to determine whether it is appropriate to disclose PHI to prevent harm.
- ❖ **Other Abuse:** I may have an ethical obligation to disclose your PHI to prevent harm to you or others.
- ❖ **Health Oversight:** The Florida State Board of Psychologist Examiners may subpoena relevant records from me should I be the subject of a complaint.

- ❖ **Judicial or Administrative Proceedings:** Your PHI may become subject to disclosure if any of the following occur: (1) if you become involved in a lawsuit and your mental or emotional condition is an element of your claim, or (2) A court orders your PHI to be released, or orders your mental evaluation.
- ❖ **Serious Threat to Health or Safety:** I may disclose confidential information when I judge that disclosure is necessary to protect against a clear and substantial risk of imminent serious harm being inflicted by you on yourself or another person. I must limit disclosure of the otherwise confidential information to only those persons and only that content which would be consistent with the standards of the profession in addressing such problems.
- ❖ **Worker’s Compensation:** If you file a worker’s compensation claim, this constitutes authorization for me to release your relevant mental health records to involved parties and officials. This would include a past history of complaints or treatment of a condition similar to that involved in the worker’s compensation claim.

**IV. Patient's Rights and Psychologist's Duties**

Patient’s Rights:

- ❖ *Right to Request Restrictions:* You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, I am not required to agree to a restriction you request.
- ❖ *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations:* You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. Upon your request, I will send your bills to another address.)
- ❖ *Right to Inspect and Copy:* You have the right to inspect or obtain a copy (or both) of PHI and psychotherapy notes in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.
- ❖ *Right to Amend:* You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I will discuss with you the details of the amendment process.
- ❖ *Right to an Accounting:* You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, I will discuss with you the details of the accounting process.
- ❖ *Right to a Paper Copy:* You have the right to obtain a paper copy of the notice from me upon request.

Psychologist’s Duties:

- ❖ I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- ❖ I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- ❖ If I revise my policies and procedures, I will post these in my office and mail you a copy if reasonably possible when information is requested from your file.

**V. Questions and Complaints**

- ❖ If you have questions about this notice, disagree with a decision I make about access to your records, or have other concerns about your privacy rights I am happy to discuss it with you. If you believe that your privacy rights have been violated you may file a written complaint to me at my office.
- ❖ You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. I can provide you with the appropriate address upon request.

I \_\_\_\_\_ acknowledge that I have **accepted** a copy of this Outpatient Services Contract & HIPPA Notice.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_