

# Spectrum Psychological Associates, Inc.

## Agreement for Psychological Services

Welcome to our practice. This document (the Agreement) contains important information about Spectrum Psychological Associates, Inc. (Spectrum) professional services and business policies. Although each of our practitioners is practicing independently and not as an employee of Spectrum, each practitioner has agreed to follow the same policies and procedures with regard to his or her practice. This document 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 and otherwise. HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice) regarding the use and disclosure of PHI. The Notice 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 or we must show that we made a good faith effort to obtain your signature. Although these documents are long and sometimes complex, it is very important that you read this Agreement and the Notice of Privacy Practices form carefully. We can discuss any questions you have about our procedures. When you sign this document, it will also represent an agreement between us. You may revoke your consent to this Agreement in writing at any time. That revocation will be binding on us unless we have taken action in reliance on it; if there are obligations imposed on us 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. Please note we will not provide you with treatment unless you have signed this Agreement.

### 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 we may use to deal with the problems that you hope to address. Psychotherapy is not like a visit to a medical doctor. 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, we 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 us. 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, we should discuss them whenever they arise. If your doubts persist, we will be happy to refer you to another mental health professional for a second opinion.

### MEETINGS

We usually conduct an evaluation that will last one to two sessions. During this time, we can both decide if we are the best to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, we will usually schedule one 50-minute appointment per week at a time we agree on, although some sessions may be longer or more/less frequent. **Once an appointment is scheduled, you will be expected to pay for it if you do not provide 24 hours advance notice of cancellation [unless we both 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 to us for cancelled and missed sessions.** If it is possible, we will try to find another time to reschedule the appointment.

# **Spectrum Psychological Associates, Inc. Agreement for Psychological Services**

## **PROFESSIONAL FEES**

Our fee is \$130 for psychotherapy visits (typically a 50-minute appointment, as described above) and \$150 for intake evaluations (also typically a 50-minute appointment). In addition to weekly appointments, we charge this amount for other professional services you may need, though we will break down, at our discretion, the hourly cost if we work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 15 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 us. 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, travel time and transportation costs, and time waiting to appear, even if we are called to testify by another party. [Because of the difficulty of legal involvement, we charge \$200 per hour for preparation and attendance at any legal proceeding.]

## **CONTACTING US**

Due to our work schedules, we are often not immediately available by telephone. We probably will not answer the phone when we are with a patient. When we are unavailable, our telephone is answered by voicemail. We will typically 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. If you are unable to reach us and feel that you can't wait for us to return your call, contact your family physician or Laurelwood Hospital at (440) 953-3000 and ask for intake. If we will be unavailable for an extended time, we will provide you with the name of a colleague to contact, if necessary.

## **LIMITS ON CONFIDENTIALITY**

The law generally protects the privacy of all communications between a patient and a psychologist. In most situations, we can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. HIPAA does allow us, however, to provide certain of your confidential information for treatment, payment or healthcare operations. There are other situations where, we like to obtain your written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- We 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 our patient. The other professionals are also legally bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless we feel that it is important to our work together. We will note all consultations in your Clinical Record (which is called "PHI" in our Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that we practice with other mental health professionals and that we employ administrative staff. In most cases, we 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.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where we are 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 your evaluation, diagnosis or treatment, such information is generally protected by the psychologist-patient privilege law. We cannot typically provide any information without your (or your personal or 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 us to disclose information.
- If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If a patient files a complaint or lawsuit against one of us, we may disclose relevant information regarding that patient in order to defend ourselves.
- If a patient files a worker's compensation claim, the patient must execute a release so that we may release the information, records or reports relevant to the claim.

# **Spectrum Psychological Associates, Inc.**

## **Agreement for Psychological Services**

There are some situations in which we may be legally obligated or allowed to take action and in those situations, which we believe are necessary to attempt to protect others from harm and we may have to reveal confidential information about a patient. These situations are unusual in our practices and include, but are not necessarily limited to:

- If we know or have reason to suspect that a child under 18 years of age or a mentally retarded, developmentally disabled, or physically impaired child under 21 years of age has suffered or faces a threat of suffering any physical or mental wound, injury, disability, or condition of a nature that reasonably indicates abuse or neglect of the child, the law requires or allows us to file a report with the appropriate government agency, usually the Public Children Services Agency. Once such a report is filed, we may be required to provide additional information.
- If we have reasonable cause to believe that an elderly or vulnerable adult, including mentally retarded and developmentally disabled adults of all ages, is being abused, neglected, or exploited, or is in a condition, which is the result of abuse, neglect, or exploitation, the law requires or allows us to file a report of such belief to the appropriate governmental agency. Once such a report is filed, we may be required to provide additional information.
- If we know or have reasonable cause to believe that a patient or client has been the victim of domestic violence, we must note that knowledge or belief and the basis for it in the patient's or client's records.
- If we believe that a patient presents a clear and substantial risk of imminent serious harm to him/herself or someone else, including the possibility that he or she may cause the death of another, and we believe that disclosure of certain information may serve to protect that individual, then we may have to disclose that information to the appropriate public authorities, and/or the potential victim, and/or professional workers, and/or the family of the client and/or take other appropriate steps to prevent the harm from happening.

If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit our disclosure to what is necessary, if we believe that is an appropriate and a safe thing to do.

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 we are not attorneys. In situations where specific advice is required, formal legal advice may be needed and you are consenting to us consulting with our attorney to obtain that advice.

### **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, we keep Protected Health Information (PHI) 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 towards those goals, your medical and social history, your treatment history, any past treatment records that we 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. You may examine and/or receive a copy of your Clinical Record if you request it in writing and the request is signed by you and dated not more than 60 days from the date it is submitted. 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 our presence, or have them forwarded to another mental health professional so you can discuss the contents. [We are sometimes willing to conduct this review meeting without charge.] In most circumstances, Ohio law allows us to charge a copying fee of \$1 per page for the first ten pages, 50 cents per page for pages 11 through 50, and 20 cents per page for pages in excess of fifty, plus \$15 fee for records search, plus postage.

In addition, we also keep a set of Psychotherapy Notes. These Notes are for our own use and are designed to assist us in providing you with the best treatment. While the contents of Psychotherapy Notes vary from patient to patient, they can include the contents of our conversations, our analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to us 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. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal to provide an Authorization. You may examine and/or receive a copy of your Psychotherapy Notes after filling out the appropriate Authorization form with us.

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# Spectrum Psychological Associates, Inc.

## Agreement for Psychological Services

### PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your PHI and disclosures of protected health information. These rights include requesting that we amend your record; requesting restrictions on what information from your Clinical Record or Psychotherapy Notes is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized and that are disclosed for treatment, payment or health care operations; determining the location to which protected information disclosures are sent; having any complaints you make about our 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. We are happy to discuss any of these rights with you. In some instances, there may be exceptions or qualifications to these rights that we will discuss with you when you go to exercise your rights.

### 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. One exception to this is that under, Ohio law, children between 14 and 18 may independently consent to and receive up to 6 sessions of psychotherapy (provided within a 30-day period) and no information about those sessions can be disclosed to anyone without the child's agreement under most circumstances. While privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, parental involvement is also essential to successful treatment. For children 14 and over, it is our policy to request an agreement between our patient and his/her parents allowing us to share 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 when it is complete. Any other communication will require the child's Authorization, unless we feel that the child is in danger or is a danger to someone else, in which case, we will notify the parents of my concern or follow the law if that requires some other type of reporting. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have. If the parent(s) agree(s) to abide by this agreement, then the information involving the child will be protected to the extent mentioned above. If there are two parents with custodial rights, then we will require that both parents sign the Agreement.

### BILLING AND PAYMENTS

You will be expected to pay your co-pay or any appropriate fees for each appointment at the time it is held (when you check-in for the appointment), 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 by you. [In circumstances of unusual financial hardship, we may be willing to negotiate a fee adjustment or payment installment plan.] We accept cash and personal check payments. However, if your check is returned because of lack of funds, closed account or other reason, you will be billed an additional fee to cover our bank charges that we incur because of your returned check.

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 us to disclose otherwise confidential information. In most collection situations, the only information we release regarding a patient's treatment is our name, the patient's name or responsible party, the nature of services provided, and the amount due. [If such legal action is necessary, its costs will be included in the claim and you agree to pay us for those costs.]

### 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. We 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 contact your insurance company to find out exactly what mental and other 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. If it is necessary to clear confusion, we may be willing to call the company on your behalf.

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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 may 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 we provide it with information relevant to the services that we provide to you. We 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, we 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, we have 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. We will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that we 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 our services yourself to avoid the problems described above [unless prohibited by contract].

**Print Patient's Name on this line:** \_\_\_\_\_

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Patient's Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian's Signature (if applicable)