

# HEALTHY LIVING PSYCHOLOGY GROUP, LLC

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## **Service Agreement**

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 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 accompanies the 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 these 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 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.

## 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 we may use to deal with the problems 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 at home on things we talk about in our sessions.

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, if you decide to continue with therapy. You should evaluate this information along with

your own options of whether you feel comfortable working with your therapist. Therapy involves a commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have doubts about our procedures, we should discuss them whether 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.

### Sessions

We normally conduct an evaluation that will last from 1 to 2 sessions. If psychotherapy is begun, we will usually schedule one session per week at a time we agree on. Please notify us as soon as you know that you will be unable to keep a scheduled session.

### Professional Fees

Our posted fee is \$225 for an initial assessment and \$150 for subsequent sessions. If you have insurance, these fees will be changed to the rates we have agreed to as a contracted provider to your insurance company. If you have any questions about your coverage, you should contact your insurance company. In addition to weekly appointments, we charge \$150 per hour for other professional services you may need, though we will break down the hourly cost if we work for less than an hour. Other services include report writing, telephone conversations lasting more than 10 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other services 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 and transportation costs, even if we are called to testify by another party.

### Contacting Us

Due to our work schedule, we often are not immediately available by telephone. Generally we will not answer the phone when we are in session. When I'm available, or calls will be routed to a voicemail service that is monitored frequently, and we will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. Please inform us of some times when you will be available if you were difficult to reach. If you are unable to reach us and feel that your situation is life-threatening, contact your family physician or the nearest emergency room.

### Limits of Confidentiality

The law protects the privacy of all communications between a client and a psychologist. In most situations, we can release information about your treatment to others only if you've signed 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:

- We may occasionally find it helpful to consult other health and mental health professionals about the 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, we will not tell you about these consultations unless we feel that is important to our work together. We will note all consultations in your Clinical Record.
- We may access your clinical record with an appropriate purpose including but not limited to, documenting the patient's treatment, billing insurance; conducting peer review or quality assurance activity, supervision, or for a purpose expressly authorized by the patient.
- Disclosures are required by health insurers or to collect overdue fees are discussed elsewhere in this agreement.
- If a client threatens to harm himself/herself, we 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 we are permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding in a request is made for Information concerning your diagnosis and treatment, such information is protected by the psychologist – client privilege log. We 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 will be likely to order your therapist to disclose information. Ent information concerning your diagnosis and treatment, such information is protected by the psychologist Dash client privilege law. We 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 will be likely to order your therapist 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 client files a complaint or lawsuit against us, we may disclose relevant information regarding the client in order to defend ourselves.
- If we are being compensated for providing treatment to you as a result of you having filed a Worker's Compensation claim or through an automobile insurance plan, we must, Upon appropriate request, provide information necessary for utilization review pre upon appropriate request, provide information necessary for utilization review purposes.

There are some situations in which we are legally obligated to take action which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a patient's treatment. Do you situations are unusual in our practice.

- If we have reasonable cause to suspect child abuse or neglect, the law requires that we file a report with the Family Independence Agency. Once such a report is filed, we may be required to provide additional information.

- If we have a reasonable cause to suspect the “criminal abuse“ of an adult client, we must report it to the police. Once such a report is filed, we may be required to provide additional information.
- If a client communicates a threat of physical violence against a reasonably identifiable third person and the client has the apparent intent and ability to carry out that threat in the foreseeable future, we may have to disclose information in order to take protective action. These actions may include notifying the potential victim (or, if the victim is a minor, his/her parents and the county Department of Social Services) and contacting the police, and/or seeking hospitalization for the client.

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.

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. In situations where specific advice is required, formal legal advice may be needed.

### Professional Records

You should be aware that, pursuant to HIPAA, We keep Protected Health Information about you and 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 these goals, your medical and social history, your treatment history, and he passed treatment records that we received 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 where disclosure would physically in danger you and/or others or makes reference to another person (unless such other person is a healthcare provider) and we believe 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 your therapist, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, we are allowed to charge a copying fee of \$1 per page. The exceptions to this policy are contained in the attached Notice. If we refuse your request for access to your Clinical Records, do you have a right of review (except for information supplied to us confidentially by others), which we will discuss with you upon request.

In addition, we also keep 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 client to client, they can include the contents of your

conversations with your therapist, our analysis of those conversations, and how they impact your therapy. They also contain particularly sensitive information that you may review that is not required to be included in your Clinical Record. They also include information from others provided to me confidentially. 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 anyway for your refusal to provide it.

### Client Rights

HIPAA provides you with several new or expanded rights with regards to your Clinical Records and disclosures of protected health information. These rights include requesting that we amend your record; requesting restrictions on what information from your Clinical Records 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 policies and procedures recorded in your records; and the right to a paper copy of this agreement, the attached notice, and our privacy policies and procedures. We're happy to discuss any of these rights with you.

### Minors and Parents

Clients under 18 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. They should also be aware that patients over 14 years of age can consent to (and control access to information about) their own treatment, although that treatment cannot extend beyond 12 sessions or four months. While privacy and psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment. Therefore, it is usually our policy to request an agreement from any client between 14 and 18 and his/her parents allowing us to share general information with parents about the progress of treatment and the child's attendance at scheduled sessions. 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.

### Billing and Payments

(We ask that you pay for each session at the time it is held. If there have been no payments to your account for more than 45 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 client's treatment is his/her name, the nature of the services provided, and the amount due. If such legal action is necessary, it's 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. 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 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 and understanding the information you received from your insurance company. If it is necessary to clear confusion, we will be willing to call the company on your behalf.

You should also be aware that your contract with your health insurance company requires that we provided with information relevant to the services that we provide 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 going to keep such information confidential, we have no control over what they will do with it once it is in their hands. In some cases they may share information with a national medical information data bank. Will provide you with a copy of any report we submit, if you requested. By signing this agreement, you agree that we can provide requested information to your carrier.

Once we have all 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 problems described above (unless prohibited by contract), and we will provide a statement which you can submit to your insurance company for reimbursement.