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PSYCHOLOGIST-PATIENT SERVICES AGREEMENT

Welcome to my practice. This document (the Agreement) 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 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 (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 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 before our next session. We can discuss any questions you have about the procedures at that time. When you sign this document, you are providing your consent for me to provide my professional services to you, and it will also represent an agreement between us.

PSYCHOLOGICAL SERVICES: WHAT TO EXPECT

Psychotherapy is not easily described in general statements. It varies depending on: the concerns that lead you to seek help; the particular problem(s) you are experiencing; the origins, course, and previous treatment of this (these) problem(s); your current and ongoing motivations, expectations, resources, and circumstances; and, the personalities of the psychologist and the patient and how we interact with each other. There are many different methods I may use to help you deal with the problems that you hope to address. Psychotherapy often calls for a very active effort on your part. In order for the therapy to be most successful, you may have to work on things we talk about both during our sessions and outside of 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 has been shown to be effective and often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. While most of my clients experience improvement in their difficulties, there are no guarantees of what you will experience, or guarantee of the outcome of psychotherapy.

MEETINGS

Our first few sessions will involve an evaluation of your needs. 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. By the end of the evaluation, I will be able to offer you some first impressions of what our work may 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 me. If you have questions about my procedures, we should discuss them whenever they arise. If you have persistent doubts about our work, I will be happy to help you set up a meeting with another mental health professional for a second opinion. If psychotherapy is begun, I will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree on, although sessions may be longer or more or less frequent – either routinely or as needed. The process of counseling or therapy requires continuity and consistency in keeping appointments in order to be effective.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, my telephone is answered by voice mail (that I monitor frequently). 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. In emergencies, please state such in your message, and then follow the directions in my voice mail message for attempting to reach me on my cell phone. If you are unable to reach me and feel that you can't wait for me to return your

call, contact your family physician or the nearest hospital emergency room and ask for the psychiatrist or psychologist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact if it is necessary.

SERVICES OFFERED

I will offer services specifically designed to help you. These services may include individual or family counseling, psychotherapy, consultation, or coaching in parenting.

APPOINTMENTS

Barring rare emergencies, I will see you at the time scheduled. Because this time is set aside for you, it is important that you keep this appointment. I do understand that circumstances may arise which necessitate the cancellation of occasional appointments. In these cases, I ask that you give me at least 24 hours' notice (more is appreciated). This will allow me to offer your time to another client. I will charge you \$75 per hour reserved for appointments missed or cancelled with less than 24 hours advance notice.

COSTS FOR SERVICES

Sessions are 50 minutes in duration, with the exception of our first session, which will be 1 ½ hour, for which the fee is \$225.00. My standard fee is \$160 per session for individual counseling/psychotherapy or coaching/consultation/mindfulness training. Between session e-mails and phone consultations will be charged at the rate of \$160.00 per hour (prorated per 15 minute intervals), when they last beyond 10 minutes. Except for very brief reports or messages, I will charge you for phone therapy, report writing, or other professional or administrative services at the rate of \$160.00 per hour. Payment is required at the start of each session, including any fees incurred since the previous session. We can discuss adjustments to your fee on a temporary or regular basis, if you are experiencing financial hardship, prior to agreeing to work together or at other points in our ongoing work.

HEALTH CARE INSURANCE REIMBURSEMENT

Many health insurance policies cover the services of psychologists. Reimbursement and policies vary considerably from company to company and policy to policy. You may want to check on your coverage. Managed care insurance companies often have very limited mental health benefits. Health care insurance is for what is considered “medically necessary” and does not cover services for legal, educational, career, or other purposes, and may not cover parent training, coaching, and training in mindfulness.

I do not routinely accept insurance payment or file insurance forms in my office. I will, however, provide you with a monthly statement which has all the necessary information for you to complete your insurance forms. You should be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis.

Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will charge you for my time in completing reports. I 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, I 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. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier.

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.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. 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 Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- 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, I 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 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 the professional services I provided to you, such information is protected by the psychologist-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 I am treating a patient who files a worker's compensation claim, I may, upon appropriate request, be required to provide otherwise confidential information to your employer.

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 suspect, on the basis of my professional judgment, that a child is or has been abused, I am required to report my suspicions to the authority or government agency vested to conduct child abuse investigations. I am required to make such reports even if I do not see the child in my professional capacity. I am mandated to report suspected child abuse if anyone aged 14 or older tells me that he or she committed child abuse, even if the victim is no longer in danger. I am also mandated to report suspected child abuse if anyone tells me that he or she knows of any child who is currently being abused.
- If I have 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 me to report this to appropriate authorities, usually the Department of Aging, in the case of an elderly person. Once such a report is filed, I may be required to provide additional information.
- If I believe that one of my patients presents a specific and immediate threat of serious bodily injury regarding a specifically identified or a reasonably identifiable victim and he/she is likely to carry out the threat or intent, I 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, 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. The laws governing confidentiality can

be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you in 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. Except in unusual circumstances that involve danger to yourself and/or others or where information has been supplied to me confidentially by others, or the record makes reference to another person (unless such other person is a health care provider) and I 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, 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.] In most circumstances, I am allowed to charge a copying fee (and for certain other expenses). If I refuse your request for access to your records, you have a right of review (except for information has been supplied to me confidentially by others) which I will discuss with you upon request.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of your 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

Consent to treatment and confidentiality issues related to treatment of children and adolescents is discussed in a separate document.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. 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. 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 I 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.]

YOUR SIGNATURE BELOW INDICATES YOUR CONSENT FOR ME TO PROVIDE SERVICES TO YOU, THAT YOU HAVE READ THE INFORMATION IN THE "PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT," AND THAT YOU AGREE TO ABIDE BY ITS TERMS DURING OUR PROFESSIONAL RELATIONSHIP.

Patient Name(s) (print)

Signature (patient)

Date

Signature (patient)

Date

Signature (witness)

Date