

# Center for Anxiety & Behavioral Change

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## OUTPATIENT SERVICES AGREEMENT

Welcome to our practice. 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 new 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. HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice). The Notice is attached to this Agreement and explains the application of HIPAA to your PHI in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information at the end of this session. 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 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 particular problems you are experiencing. There are different methods I may use to deal with the problems that you are experiencing. 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 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.

By the end of the intake evaluation, we will be able to discuss initial clinical impressions and therapeutic goals. You should evaluate this information along with your own assessment about whether you feel comfortable working with us. Therapy involves a 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 help you secure an appropriate consultation with another mental health professional.

### CONTACTING US

When we are unavailable, because we are in session or out of the office, our telephone is answered by a voice mail system that we monitor frequently. We will make every effort to return your call within 24 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform us of some times when you will be available. In emergencies, please follow the instructions on our voicemail system. 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 the nearest emergency room and ask for the therapist on call.

## **BILLING AND PAYMENTS PROFESSIONAL FEES**

Appointment fees will be addressed with your psychologist.

In addition to appointments, it is our practice to charge a fee, on a prorated basis, for other professional services that you may require such as report writing, telephone conversations which last more than 10 minutes, scoring tests you may take, attendance at meetings or consultations with other professionals which you have authorized, travel time to those meetings, preparation of records or treatment summaries, or the time required to perform any other service which you may request of us. Should you become involved in litigation that may require our participation, you will be expected to pay for any of our professional time that is required, unless the other party has agreed or is compelled to pay. You should also be aware that we charge a \$1,000 retainer for preparation and testimony for court or a deposition. If you anticipate that you may be involved in litigation, please discuss this with us as soon as possible so that we may review any concerns you might have. You will be expected to pay for each session at the time it is held. Although responsibility for payment is yours, we agree to provide appropriate documentation in support of insurance claims. Your insurance may not cover this therapy or may only cover a portion of the charges. Unless a session is cancelled 24 hours in advance, you will be charged for the missed appointment. This charge may not apply under certain conditions of an unavoidable emergency. It is important to note that most insurance carriers do not reimburse for missed sessions.

## **INSURANCE REIMBURSEMENT**

**WE DO NOT PARTICIPATE IN ANY MANAGED CARE OR INSURANCE AGREEMENTS, INCLUDING TRI-CARE AND MEDICARE.** 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 therefore 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. 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.

**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.** Maryland permits us to send some information without your consent in order to file appropriate claims. We are required to provide them with 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. Maryland law prevents insurers from making unreasonable demands for information, but there are no specific guidelines about what "unreasonable" includes. If we believe that your health insurance company is requesting an unreasonable amount of information, we will call it to your attention. You can instruct us not to send requested information, but this could result in claims not being paid and an additional financial burden being placed on you. Once the insurance company has your claim information, it will become part of the insurance company files. 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.

## LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a therapist. In most situations, we can only release information about your treatment to others if you sign a written Authorization form that meets legal requirements imposed by HIPAA and/or Maryland law. **However, in the following situations, no authorization is required to disclose protected health information:**

You should be aware that we practice with other mental health professionals and that we have 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 have been given training about protecting your privacy and have agreed not to release any information outside of the practice. We also have contracts with a computer technician. As required by HIPAA, we have a formal business associate contract with this business, in which it promises to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, we can provide you with the names of this organization and/or a blank copy of this contract.

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 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 it is important to our work together. We will note all consultations in your Clinical Record (which is called "PHI" in our Notice of 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 you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the doctor-patient privilege. 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 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 us, we may disclose relevant information regarding that patient in order to defend ourselves

**There are some situations in which we are legally obligated to take actions, 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.** These situations are unusual in our practice.

- If we have reason to believe that a child or vulnerable adult has been subjected to abuse or neglect, or that a vulnerable adult has been subjected to self-neglect, or exploitation, the law requires that we file a report with the appropriate government agency, usually the local office of the Department of Social Services. Once such a report is filed, we may be required to provide additional information.
- If we know that a patient has a propensity for violence and the patient indicates that he/she has the intention to inflict imminent physical injury upon a specified victim(s), we may be required to take protective actions. These actions may include establishing and undertaking a treatment plan that is calculated to eliminate the possibility that the patient will carry out the threat, seeking hospitalization of the patient and/or informing the potential victim or the police about the threat.
- If we believe that there is an imminent risk that a patient will inflict serious physical harm or death on him/herself, or that immediate disclosure is required to provide for the patient's emergency health care needs, we may be required to take appropriate protective actions, including initiating hospitalization and/or notifying family members or others who can protect the patient.

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. **With the exception of situations in which we are legally required to breach confidentiality, it is noted that we will use our professional judgment to determine what is and what is not shared with parents of child/minor clients.** This allows minors (particularly adolescents) to participate in therapy without feeling at risk of having their personal information shared with parents. This creates a private, therapeutic environment, and offers a respectful attitude to our minor clients. We welcome any questions or concerns about this aspect of our practice.

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.

**PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, we may keep Protected Health Information 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. Except in unusual circumstances that disclosure is reasonably likely to endanger the life or physical safety of you or another 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 our presence, 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 (and certain other expenses). The exceptions to this policy are contained in the attached Notice Form. If we refuse your request for access to your Clinical Records, you have a right of review, which we will discuss with you upon request.

In addition, we may 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, they may include sensitive information that is not required to be included in your Clinical Record such as the contents of our conversations, the analysis of those conversations, and how they impact on your therapy. 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.

**PATIENT RIGHTS**

HIPAA provides you with several rights with regard 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 form, and our privacy policies and procedures. We are happy to discuss any of these rights with you.

**MINORS & PARENTS**

Patients under 16 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. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is often essential to successful treatment. Therefore, it is usually our policy to request an informal agreement from any patient from the age of 12 up to the age of 18 and his/her parents allowing us to share general information about the progress of treatment and their child’s attendance at scheduled sessions. We will also provide parents with a summary of their child’s treatment if requested. 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 our concern. 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.

Your signature below indicates that you have read this agreement and agree to its terms and also serves as an acknowledgement that you have been provided a copy of the *Notice of Policies and Practices to Protect the Privacy of Patient Health Information*. Additionally, your signature below is an agreement that you will not submit claims to Medicare.

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Printed Name

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Signature

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Date

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Clinician Name

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