

Psychologist-Patient Services Agreement

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and write down any questions that you might have so that we can discuss them. When you sign the signature page, it will represent an agreement between us.

This Agreement also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and client 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, 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 at the end of this session. Although these documents are long and sometimes complex, it is important that you read them carefully. We can discuss any questions you have. 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 me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not paid your bill.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personality of both the therapist and the client and the particular problems the client brings. 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. 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 such as sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to improved 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 a mutual 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 my 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 me.

APPOINTMENTS

You are responsible for coming to your session on time and at the time we have scheduled. Sessions last for 45-50 minutes. If you are late, we will end on time and not run over into the next person's session. Missing a session without canceling or canceling with less than 24 hours' notice are considered a "no-show" and late cancellation, respectively. If you no-show once and do not respond to my attempts to reschedule I will assume that you have dropped out of therapy and will make the space available to another individual.

NO SHOW/LATE CANCELLATION FEE

Psychotherapy is ongoing work that requires a commitment to attend all scheduled appointments. It is understood that there will be times when you will need to cancel or reschedule your appointment. When that need arises, I require at least 24 hours' notice. When I am not provided ample notice of cancellation, I am not generally able to offer that spot to someone else. A common misconception is that I will be able to bill the insurance company for missed appointments. To be clear, I am not able to bill your insurance company unless we meet in person, online, or via phone. Therefore, in the event of a no show or late cancellation (less than 24 hours prior to the scheduled appointment), you will be responsible for payment for the session. **My fee is \$157.08 (\$150.00**

plus tax). If no shows and/or late cancellations become a pattern (defined as 3 or more), ultimately, I may not be able to maintain availability to you for further sessions.

Unforeseen life events may prevent you from coming to your appointment. In these cases, exceptions to the fee may be made. If the no show or late cancellation is due to a health problem or emergency situation, or if there is a reasonable basis to believe that there was a miscommunication or misunderstanding about the appointment date and/or time, the fee may be waived if, after a discussion, we are able to come to an agreement about the situation.

In all cases the primary objective is to maintain the commitment to--and focus on--the important work being done in therapy. It is my intention and hope that this fee will help maintain active and effective participation in our work together.

PROFESSIONAL FEES

Unless there is another written agreement (such as with an insurance provider or government agency), my normal session fee is \$209.42 (\$200 plus tax) for individual psychotherapy. This is also my hourly fee for other professional services such as: report writing, telephone consultations and meeting with allied professionals, preparation of records or treatment summaries, or the time required to perform any other service which you may request of me.

If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Because of the difficulty of legal involvement, **I charge \$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 it is held, unless we agree otherwise or you have insurance coverage in which case you are responsible for all charges not paid by insurance. 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 installment payment plan. **It is important to note that insurance companies do not provide reimbursement for cancelled sessions.**

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 payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. 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.

INSURANCE REIMBURSEMENT

For us to set realistic treatment goals and priorities, it is important to evaluate what resources are available to pay for your treatment. If you have a health benefits policy, it will usually provide some coverage for mental health treatment. I will provide you with whatever assistance I can in facilitating your receipt of the benefits to which you are entitled, including filling out forms as appropriate. However, you, and not your insurance company, ultimately are responsible for full payment of the fee. Therefore, it is 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, you should call your plan administrator. Please note that you are responsible for determining if your insurance plan will cover your psychotherapy visit, as well as for letting me know if your benefits have run out or if you have changed insurance plans/carriers. 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.

CONTACTING ME

I am often not immediately available by telephone. When I am unavailable, my telephone is answered by voicemail that I monitor frequently. I will make every effort to return your call on the same day you make it, with the possible exception of weekends and holidays. If you are difficult to reach, please inform me of the times you will be available. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist on call. You may also call 911 or 832-3100 (24/7 ACCESS Line) and ask for help. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary. For email and text communication, please also see my Social Media Policy.

ELECTRONIC COMMUNICATIONS

Please do not use messaging on social networking sites to contact me unless you fully assume the risk that these sites are not secure and I may not read these messages in a timely fashion. Engaging with me in public online could compromise your confidentiality. Potentially, it also may create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart. If you want to contact me between sessions, the best way to do so is by phone. Email or SMS/text messaging are second best for quick, administrative issues such as changing appointment times. Remember, however, that none of these electronic services is truly confidential. Please do not email or text me content related to your therapy sessions. Be aware that all emails are retained in the logs of your and my Internet service providers. They are, in theory, available to be read by others. You should also know that any emails and/or text messages we exchange may become a part of your legal medical record.

PROFESSIONAL RECORDS

Both law and the standards of my profession require that I keep appropriate treatment records which include what is called Protected Health Information. This includes, for example, 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 if your clinical record makes reference to another person (other than another health care provider) and I believe that access is reasonably likely to cause substantial harm to such other person, or where information has been supplied to me by others confidentially, 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. In most situations, I am allowed to charge a copying fee per page and for certain other expenses. If I deny your request for access to your records, you have a right of review (except for information provided to me confidentially by others), which I will discuss with you upon your request.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) provides you with several rights with regard to your clinical record and disclosures of 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

If you are under 18 years of age, please be aware that the law provides your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they 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 that case, I will notify them of my concern. At the end of your treatment, I may prepare a summary of our work together for your parents. 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.

COMPLAINTS

If you're unhappy with what is happening in therapy, my hope is that you'll talk about it with me so I can respond to your concerns. I will take such feedback seriously, and with care and respect. If you believe I have been unwilling to listen and respond, or that I have behaved unethically, you can complain about my behavior to the Psychology Licensing Division of the State of Hawaii's Department of Commerce and Consumer Affairs (DCCA). You are also free to discuss your complaints about me to anyone you wish, and do not have any responsibility to maintain confidentiality about what I do that you don't like, since you are the person who has the right to decide what you want kept confidential.

LIMITS ON CONFIDENTIALITY

In general, the confidentiality of all communications between a client and a psychologist is protected by law. 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:

- **Case consultations.** 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 client. 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.
- **Administration.** You should be aware that I may work with other mental health professionals and that I may employ administrative staff. In most cases, I may 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 my permission.
- **Business Associates.** I may also have contracts with other businesses, such as billing agencies. As required by HIPAA, I will have a formal Business Associate contract with any such business, in which the Business Associate promises to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of these organizations.
- **Insurance.** Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- **Photographs, analog or digital recordings.** From time to time I may want to record a treatment session, interview with a third party, or dictate notes from a review of records on an interview. I will do this to document your care and I will retain the ownership rights to these materials. Any such records will be stored in a secure manner that will protect your privacy. These materials ordinarily will not be released or used outside of my professional practice without your express authorization. However, they may potentially be released without separate authorization in the event that your or my interests, rights and responsibilities arising out of this Agreement become the subject of any legal proceedings.
- **Risk of Harm.** If a patient threatens self-harm, I may be obligated to seek hospitalization for the patient, or to contact family members or others who can help provide protection.

There are some situations where I am permitted or may be required to disclose information without either your consent or authorization:

- In most legal proceedings, you have the right to prevent me from providing information about your treatment. However, in some circumstances such as child custody proceedings and proceedings in which your psychological condition is an important element, a court may require my testimony or records if the court determines that resolution of the issues demands it. **If you are involved in or contemplating litigation, you should consult with your attorney to determine whether your attorney might want (or a court might order) me to disclose information.**
- If a government agency is requesting the information for health oversight activities, I am required to provide it.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim, I may be required to file a report of the patient's injury or treatment.

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 know or have reason to believe that child abuse or neglect has occurred or that there exists a substantial risk that child abuse or neglect may occur in the reasonably foreseeable future, the law requires that I make a report to the appropriate governmental agency, usually the Department of Human Services. Once such a report is filed, I may be required to provide additional information.

- If I know or have reason to believe that a dependent adult has been abused and/or is threatened with imminent abuse, the law requires that I make a report to the appropriate governmental agency, usually the Department of Human Services. Once such a report is filed, I may be required to provide additional information.
- If I know or have reason to believe that a patient presents a clear and imminent danger of violence to an individual or to society, I may be required to take protective actions. These actions may include notifying appropriate professional workers, contacting the police, or seeking hospitalization for the client.

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.

If you are required by someone such as a court, Department of Human Services, Probation or Parole Officer, Child Protective Services, Social Security, state welfare, or similar agency to attend assessment or therapy sessions, or if someone else is paying your bill, you agree that I may report to them about your attendance and progress in treatment.

While this written summary of limitations 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 as they arise. The laws and ethical considerations governing confidentiality can be quite complex. In situations where specific advice is required, formal legal advice may be needed.

Our signatures below indicate that we both have read the information in this document and agree to abide by its terms during our professional relationship. It also serves as an acknowledgement that you have received the HIPPA notice form described above.

Printed name of Patient

Patient signature

Date

Cyma B. Wilson, Psy.D.

Date