

# Joan Miller, Ph. D.

## Licensed Clinical Psychologist

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### PSYCHOLOGIST AND CLIENT AGREEMENT

This 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 new 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 Policies and Practices to Protect the Privacy of Your Health Information (referred to as the Privacy Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Privacy Notice, which accompanies 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.

We can discuss any questions you have about these documents at any time. 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 me unless I have taken action in reliance on it, or if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy.

#### Psychological Services

Psychotherapy varies depending on: the personalities of the psychologist and client; the psychologist's therapeutic approach; and the particular problems being addressed. My approach will accommodate your situation. Psychotherapy can have benefits and risks. Since therapy often involves discussing troublesome aspects of your life, you may experience uncomfortable or distressing feelings at times. 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. However, there are no guarantees of what you will experience.

#### Therapy Sessions

After you and I evaluate your needs, I can give you some impressions of what our work will include as well as an idea of the direction of your treatment. Your therapy will be an interactive process designed to help you become more fully aware of your choices as you learn how to create a more satisfying and effective life. If you have questions about the therapy and/or my procedures, we can discuss them whenever they arise. If you have persistent doubts about our therapeutic work together, I'll be happy to assist you in setting up a meeting with another therapist for a second opinion and/or for further therapy. As we proceed with therapy, we'll schedule a fifty minute session per week, although sometimes sessions are more frequent or infrequent.

#### Contacting Me

My therapy hours are from 10 am till 8 pm. The best hours to contact my receptionist are weekdays between 10 am and 4 pm. At any time you can leave messages with the receptionist, on our answering machine, or with our answering service (770-433-6698). If you need to talk with someone before you receive a call back from me (or my on-call therapist), you may call the community 24 hour crisis line at 770-422-0202.

#### Cancellations and Terminations

If you want to change your appointment, we'll gladly do so if you give us a 24-hour notice. After office hours, you may leave a message on our answering machine or with our answering service. When we do not receive sufficient notice, you will be charged the full fee for the visit. Most insurance companies won't reimburse for canceled visits. When you feel you are near the end of your therapy, you may find it helpful to discuss this with me in order to review your experience and discuss the changes you have made in therapy. If you decide to discontinue therapy without discussion, your therapeutic relationship with me will be considered ended thirty days after your last visit, but you would be welcome to call if you wanted to resume therapy later.

## Confidentiality

The privacy of your personal information is important to me; and I'm dedicated to maintaining it. Additionally, the law protects the privacy of all communications between a client and a psychologist. I use your information mainly to provide treatment, but also for some administrative uses (called health care operations) including sometimes to assisting you in receiving reimbursement from your insurance company. I will, therefore, not reveal the content of our communication with anyone else (including other family members) without your written consent, unless specifically required by law (as noted below). I can, therefore, only release information about your treatment to others if you sign a separate written authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Conversely, by law, I'm unable to treat you without your signed consent. Your signature on this Agreement provides consent for those activities, as follows:

Although I share some services with colleagues in my office, my practice is independent from theirs. I might 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 anything that might identify my client. The other professionals are also legally bound to keep the information confidential. Unless otherwise requested, I would not tell you about these consultations unless I felt that it was important to our work together. I would note all consultations in your clinical record (also referred to as PHI or Protected Health Information).

I employ a bookkeeper/receptionist. For administrative reasons, she will know your scheduling and billing information. She has been given training about protecting your privacy and has agreed not to release any information outside of the practice without your permission (e.g., dealing with insurance information on your behalf).

Although it is highly unusual, there are some situations where I am required by law to disclose information (or take actions) without either your consent or Authorization. These include: child abuse, domestic abuse, health oversight activities, judicial and administrative proceedings, serious threat to health or safety and worker's compensation. These are further clarified in the attached Notice of Privacy. Please discuss any questions or concerns you may have about this now or in the future.

## Professional Records

As required by HIPAA, I 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, a summary of your history (including previous treatment), the goals you have for your therapy, the changes that occur during therapy, 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 that may have to be released to your insurance carrier. Except in unusual circumstances that involve danger to yourself or others or that 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 [or if information is supplied to me confidentially by others, (you can elect to put this information in your psychotherapy notes, see below)] you or your legal representative 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 would recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you could discuss the contents (there may be a fee for copying). If there needed to be a summary report, I would charge for the time it took to prepare the report. The exceptions to this policy of obtaining your authorization include those situations listed above in which I am required by law to disclose information. Additionally, if I were to refuse your request for access to your records, you would have a right of review (except for information provided to me confidentially by others) which I would discuss with you upon request.

In addition, I may also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are separate from your Clinical Record. Psychotherapy Notes are not available to you, and they cannot be sent to anyone else (including insurance companies) without your written, signed authorization.

Insurance companies cannot require this authorization as a condition of coverage nor penalize you in any way for your refusal to provide these Psychotherapy Notes.

### **Patient Rights**

HIPAA provides you with several new or expanded 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 copy of this Agreement and the attached Privacy Notice. I can discuss any of these rights with you.

### **Therapy to Minors**

Parents and clients under 18 years of age who are not emancipated should be aware that the law allows parents to examine the child's treatment records unless I believe that doing so would endanger the child or we agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. If requested, I 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 I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will

discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

### **Payment and Insurance Reimbursement**

You will be expected to pay for each session at the time it is held. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party.

If you intend to file for insurance reimbursement, we can provide you an insurance receipt that includes all the required information (including date of service and a clinical diagnosis). Most insurance policies cover some services of a licensed psychologist. Some insurance companies require that you be pre-certified for mental health outpatient services; and some companies reimburse only for therapists on a particular list. Any expenditure that is not reimbursed can be considered medical expenses for tax purposes. Any non-reimbursed expenditures for therapy are considered medical expenses for tax purposes. Information about your insurance plan can be obtained by calling the benefits coordinator of your insurance plan. My bookkeeper can also assist you understanding and in helping you receive your benefits. By signing this Agreement, you agree that I can provide requested information to your carrier (e.g., name, address, date of birth, diagnosis code, dates of service) if you choose to use your insurance.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship. It also serves as an acknowledgment that you have received the HIPAA Privacy Notice mentioned above.

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Client Signature (s)

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Date