

Center for Health Psychology

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Outpatient Services Contract - General Office Policies and HIPAA Notice

Welcome to our practice. This document contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA). Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

Psychological Services

Psychotherapy is not easily described in general statements. It varies depending upon the personalities of the psychologist and patient, and the particular problems you bring forward. There are many different methods our clinicians may use to deal with the problems that 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 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 benefits to people who go through it. 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.

Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you chose. We will not feel offended if you choose to work on your problems with someone else in our clinic or a different clinic. You can chose to make a change at any point during the treatment.

Meetings

Our sessions last about 45 minutes and are generally scheduled on a once a week basis, dependent upon the situation, insurance company issues and our availability. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide at least 24 hours advance notice of cancellation. You will be responsible for a \$50 fee if you fail to meet this requirement. The insurance company is not responsible for this fee nor will they be billed. You will be expected to pay this fee at the time of the next appointment. We view the allotment of time similar to buying a theatre ticket. Once the session is scheduled, we have lost flexibility in filling the time with another patient.

Fees and Payment Policy

You will be the Person who will be financially responsible for payment of services at the time services are provided. Additional services (phone consultations, reports, review of records, filling out forms, etc.) will be billed in 10 minute segments at the rate of \$25 per 10 minute period. These fees are generally not reimbursable through the insurance company and you will be responsible for them.

If services are terminated and treatment is no longer necessary, any balance of funds for services will be refunded. Normally this will be within 30 days. Payment methods include check, cash, or the following charge cards: Master Card or Visa. 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 thru small claims court. If such legal action is necessary, the costs of such action 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 the services provided, and the amount due. 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 they are called to testify by another party.

Confidentiality

Confidentiality is a legal protection and assurance of your right to privacy to the fullest extent allowable Federal and Oregon State statutes. Psychotherapy, counseling, assessment and associated services that are related to diagnosis, evaluation and treatment services provided by licensed professionals are confidential and protected in accordance with state law pertaining to that license. This means that the patient has legal rights and effective steps he or she can take to keep their records and treatment relationship private. Confidentiality does not apply if you are not our client or patient. Confidentiality does not apply until you are told that you are a client or patient. Please also see our HIPPA Notice - Notice of Policies and Practices to Protect the Privacy of Your Health Information.

Treatment Information

Services Provided. Services provided include therapeutic assessments, psychological evaluations, assessment based interventions, crisis intervention, counseling, psychotherapy, client education, neuropsychological evaluations, quantitative EEG evaluations and EEG biofeedback. No service will be provided without your consent.

Consultation. From time to time we may find it necessary or helpful to consult with other professionals about their work with you. We believe in using a team approach when necessary. We may provide your name to people we consult with. They will be bound by the same laws and ethical standards.

Service Orientation and Approach. Our approach to working with clients and patients is eclectic and focused on problem solving with psychotherapy and counseling to support specific problems. Therapy and counseling services are intensive and can result in significant stress as you will be asked to change your behavior. We provide information, recommendations and therapeutic environment intended to give our clients meaningful choices.

Methods. Services provided include individual, group, family, couples, marital, crisis, education, neuropsychological and psychological assessment, quantitative EEG evaluations and EEG biofeedback. The focus of services is eclectic and interpersonal with some interpretation directed to providing insight. Cognitive, behavioral, interpersonal and humanistic methods are used to guide services.

Electronic Transmissions. We may rely on e-mail to keep in touch with you. We believe private (not an employer's) e-mail system is at least as secure as regular mail or the telephone. However, it is harder to tell if an e-mail has been opened. Be cautious, in some cases an employer can monitor, keep copies and open your e-mail. Patients and clients may complete and submit their history and biographical information on-line. This submission method is at least as secure as mail. All electronic records are purged from servers and computers. Hard copies are placed in patient files. As an alternative, you may print any intake forms available on-line and complete it using a pen and mail it, or bring it to your first appointment. You are not required to use e-mail or complete historical information on-line.

Risk of Life Changes. Therapy, counseling, crisis intervention, consultation and education services may have a profound impact. Our work is very intensive and can be stressful. We will give you the option to proceed slowly or at a more rapid pace. In most cases, there is improvement without unexpected problems. However, it is possible that there may be no change, problems or a disruptive change. For example, couples in conflict may decide to divorce. Children may become resistant to changes that you are making in your approach to parenting. Unexpected changes or results sometimes occur and cannot be predicted.

Consent of Minors. We do not offer or provide services to minors without the permission of both parents, court or the legal guardian. Minors who are 18 or older can seek treatment without parental consent. It is our policy to work with children only when the parents are involved. We will not work with minors who object to our work with their parents as well. Patients 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. Emancipation in the State of New Jersey is determined by 1) Reaching the age of 18 years or the completion of post-secondary education (college), whichever occurs last. 2) Marriage of the child. 3) Permanent residence away from the parent's residence, except that residence at boarding school, camp or college shall not be deemed a residence away from the parents. 4) Death.

Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, for 3 children between 14 and 18, it is sometimes our policy to request a verbal/written agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, we will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. 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 his concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do his best to handle any objections he/she may have.

Legal Issues. We will not provide legal advice or forensic services as part of treatment. We may bring up issues for you consider, but we recommend you seek legal opinions. Without mutual agreement, and a contract for services, we generally do not provide assessments or recommendations in support of legal actions such as child custody, competency evaluations, law suits or criminal charges. Please notify us immediately if you are involved or may become involved in a legal or criminal matter.

Contacting Us. Due to our work schedule, we may not immediately available by telephone. While we are usually in our office between 9 AM and 8 PM (Monday thru Thursday), we probably will not answer the phone when we are with a patient. When we are not unavailable, our telephone is answered by an answering machine that we monitor frequently. We will make every effort to return your call on the same day you make it. If you are difficult to reach, please inform us of some times when you will be available. 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 for assistance regarding a mental health emergency. If we are unavailable for an extended time, we will provide current client with the

name of a colleague to contact, if necessary. If it is a life threatening emergency, we recommend that you contact the local hospital, Muhlenberg, for a consultation and inpatient consideration.

HIPAA Notice

Notice of Psychologists' Policies and Practices to Protect the Privacy of Your Health Information

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

I may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions: "PHI" (Protected Health Information) refers to individually identifiable health information. PHI includes any identifiable health information received or created by this office or myself. "Health information" is information in any form that relates to any past, present, or future health of an individual. Treatment is when we provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when we consult with another health care provider, such as your family physician or another psychologist. Payment is when we obtain reimbursement for your healthcare. Examples of payment are when we disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage. Health Care Operations are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination. "Use" applies only to activities within our [office, clinic, practice group, etc.] such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you. "Disclosure" applies to activities outside of our [office, clinic, practice group, etc.], such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

We may use or disclose confidential information (including but not limited to PHI) for purposes of treatment, payment, and healthcare operations when your written informed consent is obtained. We may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An "authorization" is written permission above and beyond the general consent that permits only specific disclosures. In those instances when we are asked for information for purposes outside of treatment, payment and health care operations, we will obtain an authorization from you before releasing this information. We will also need to obtain an authorization before releasing your psychotherapy notes. "Psychotherapy notes" are notes we have made about our conversation during a private, group, joint, or family counseling session, which we have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) we have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

III. Patient's Rights and Psychologist's Duties

Patient's Rights:

- Right to Request Restrictions – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, we are not required to agree to a restriction you request.

- **Right to Receive Confidential Communications by Alternative Means and at Alternative Locations –** You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. Upon your request, we will send your bills to another address.)
- **Right to Inspect and Copy –** You have the right to inspect or obtain a copy (or both) of PHI and psychotherapy notes in our mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. We may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, we will discuss with you the details of the request and denial process
- **Right to Amend –** You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. We may deny your request. On your request, we will discuss with you the details of the amendment process.
- **Right to an Accounting –** You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, we will discuss with you the details of the accounting process.
- **Right to a Paper Copy –** You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

Psychologist's Duties:

We are required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI. We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect. If we revise our policies and procedures, we will post these in our office and mail you a copy if reasonably possible when information is requested from your file.

IV. Questions and Complaints

If you have questions about this notice, disagree with a decision we make about access to your records, or have other concerns about your privacy rights, you may contact our office at 732-662-7458. If you believe that your privacy rights have been violated and wish to file a complaint with me/my office, you may send your written complaint to K. Thornton, Ph.D., 2 Ethel Road, Suite 203C, Edison, NJ 08817. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. You have specific rights under the Privacy Rule. We will not retaliate against you for exercising your right to file a complaint.

V. Effective Date, Restrictions and Changes to Privacy Policy

We reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. We will provide you with a revised notice when information is requested.

Limits of Confidentiality

- You should be aware that we practice with other mental health professionals in some cases and that we employ administrative staff. In most cases, we need to share your 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 the permission of a professional staff member. 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 and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. We

cannot provide any information without your (or your personal or legal representative's) 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 me, we may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim or automobile accident case, he/she automatically authorizes us to release any information relevant to that claim.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- 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 there is a child abuse investigation, the law requires that we turn over our patient's relevant records to the appropriate governmental agency, usually the local office of the Department of Human Services. Once such a report is filed, we may be required to provide additional information.
- If there is an elder abuse or domestic violence investigation, the law requires that we turn over our patient's relevant records to the appropriate governmental agency, usually the local office of the Department of Human Services. Once such a report is filed, we may be required to provide additional information.
- If we believe that a patient presents a clear and substantial risk of imminent, serious harm to another person, we may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.
- If we believe that a patient presents a clear and substantial risk of imminent, serious harm to him/herself, we may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection. 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 and we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

Policy Regarding "Multiple Relationships"

It is possible that, in the course of everyday activity, our paths may overlap in the shopping mall or other work environments. As a general rule we say "hello" to all our patients. We will acknowledge that we know you. We will refer to you as someone that we know. But since we know many people in the area, it is not possible for us to avoid people that you know and we cannot pretend we do not know someone. We will simply acknowledge that we know you. By working with us you understand that we will not pretend that we do not know you. At the same time we will not tell anyone that you are a patient unless you give your permission.

We hope this has been helpful. Please talk with us about any concerns that you have. AS A PATIENT, YOU AGREE TO THE FOLLOWING

1. That you understand that a multiple relationship may exist or occur if you choose to work with our staff.
2. That your provider's practice, professional and community activities are such that a multiple relationship occur and often exist.

