

# TREASURE VALLEY PSYCHOLOGICAL SERVICES

CLINICAL & CONSULTING PSYCHOLOGY

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## **PSYCHOTHERAPIST-PATIENT SERVICE AGREEMENT [IDAHO]**

Welcome to my practice. This document 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 enacted August 21, 1996 that provides 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. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session.

### **PSYCHOLOGICAL SERVICES**

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some 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. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

### **APPOINTMENTS**

I will usually schedule one 45-50 minute session per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advanced notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control]. ***It is important to note that insurance companies do not provide reimbursement for cancelled or missed sessions.***

### **PROFESSIONAL FEES**

My hourly fee is \$225 for the initial session, and then \$100 (16-37 min), \$175 (38-52 min), and \$200 (53+ min) for sessions thereafter. I usually charge \$175 per hour of my time for other professional services you may need. Other services include report writing, telephone conversations lasting longer than 5 minutes, consulting with other professionals with your permission and on your behalf, preparation of records or treatment summaries, and the time spent performing any other services you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time. Cost can be provided upon request.

### **LIMITS OF 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 and/or Idaho law. However, in the following situations, no authorization is required.

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During consultation, I make every effort to avoid revealing the identity of my patient. The other professional are also legally bound to keep information confidential. If you do not 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.
- You should be aware that I practice with other mental health professionals and that I employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurances. All of the mental health professionals are bound by the same rules of confidentiality.

There are some situations where I am permitted or required to disclose information without your Authorization:

- 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 a patient files a worker's compensation claim, I may be required, upon appropriate request, to provide all clinical information relevant to, or bearing upon the injury for which the claim was filed.

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 may have to reveal some information about a patient's treatment. These situations are unusual in my practice.

- If I have reason to believe that a child under the age of eighteen (18) years has been abused, abandoned or neglected, or I observe the child being subjected to a condition or circumstances which would reasonably result in abuse, abandonment or neglect, the law requires that I file a report with the appropriate government agency, usually the Department of Health and Welfare. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates an explicit threat of imminent serious physical harm or death to a clearly identified or identifiable victim or victims, and the patient has the apparent intent and ability to carry out such threats, I may be required to take protective actions. These actions may include notifying the potential victim and contacting the police, and/or seeking hospitalization for the patient.
- If I believe that there is an imminent risk that the patient will inflict serious physical harm or death on him/herself, I may be required to take protective actions. These actions may include attempting to hospitalize the patient, contacting the police or contacting family members or others who can assist in protecting the patient.

If such a situation arises, I will make every effort to fully discuss it with you before taking any actions, and I will limit my disclosure to what is necessary.

### **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in a professional record. These documents are referred to as 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, you may examine and/or receive a copy of your Clinical Records, if you request in writing. In most circumstances, I am allowed to charge a copying fee of \$1.00 per page (and for certain other expenses). If I refuse your request for access to your Clinical Records, you have a right of review (except for information supplied to me confidentially by others), which I will discuss with you upon request.

Included in your Clinical Record, I 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 content 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. [They also include information from others provided to me confidentially.] These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are ***not*** available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization.

### **PATIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regards to your Clinical Records and disclosures of Protected Health Information. These rights include requesting that I 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 of 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.

### **MINORS AND PARENTS**

Minors refers to patients who are under 18 years of age. 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. 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. The matter will be discussed with the child first. *Per Idaho Statutes, Title 16, Chapter 14, Section 16-2428 (1), children over the age of 14 must sign an Authorization To Release Information form before the provider can disclose to the parent(s) or others, any confidential statements made in the course of treatment, unless disclosure is necessary to obtain insurance coverage, carry out the treatment plan, or to prevent harm to the child or others, unless authorized by order of a court.*

**Your signature indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.**