### **PSYCHOTHERAPIST-COUPLE SERVICES AGREEMENT**

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 that provides new privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI). HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment, and health care operations. 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 your signature is obtained acknowledging that you have been provided 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 before your next session. I can discuss any questions you have about the procedures at that time. 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 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 satisfied any financial obligations you have incurred.

#### PSYCHOLOGICAL SERVICES:

# PSYCHOTHERAPY

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you or your child are experiencing. There are many different methods I may use to deal with the problems that need to be addressed. Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life or that of your child’s, you or your child 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, improved academic functioning, solutions to specific problems, and significant reduction in feelings of distress. However, there are no guarantees of what you will experience.

After therapy is initiated, the patient and therapist will work together to establish a formalized treatment plan that outlines the goals of the treatment, techniques to be utilized, and anticipated length of treatment. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, I will discuss them whenever they arise. If your doubts persist, a referral to another mental health professional will be provided upon your request.

# MEETINGS

If psychotherapy is initiated, one 60-minute session per week will typically be scheduled or at other specified intervals as mutually agreed upon. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 48 hours advance notice of cancellation. If you have an appointment scheduled for a time on Monday, you must contact me by that time on the prior Thursday. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.If it is possible, I will try to find another time to reschedule the appointment within that same week. I will also do my best to schedule someone else into your cancelled time if possible. I do not work on Federal Holidays.

# CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. While I am usually in the office between 9:00 a.m. and 5:00 p.m., I typically do not answer the telephone when with a patient. When unavailable, a voice message service is available and messages are checked regularly. Every effort will be made to return your call within 24 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform me of times that 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. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

# PROFESSIONAL FEES

My session (50 minutes) fee is $200.00. Payment is required at *each session*. *I accept cash, check, credit card (Master Card, Visa, Discover, and American Express), and Health Savings Account (HAS) and Flexible Savings Account (FSA).* In addition to weekly appointments, I charge this amount for other professional services, although I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 5 minutes, consulting with other professionals at your request, preparation of records or treatment summaries, and time spent performing any other service you may request. 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. Due to the significant time incurred with involvement in legal proceedings (e.g., rescheduling other patients), there is a $300.00 per hour charge 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 agreed otherwise. Payment schedules for other professional services will be agreed to when requested. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I maintain the option of using legal means to secure the payment. This may involve hiring a collection agency, which will require the disclosure of otherwise confidential information. In most collection situations, the only information released regarding a patient’s treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, the costs will be included in the claim.

# INSURANCE REIMBURSEMENT

In order 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. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of fees. It is important that you determine 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. If it is necessary to clear confusion, I am willing to call the insurance company on your behalf, with your authorization.

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 address specific problems that interfere with a person’s usual level of functioning. It may be necessary to seek approval for further therapy after a specified 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 I provide it with information relevant to the services provided to you, including a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans, summaries, or copies of your Clinical Record. In such situations, every effort will be made to release only the minimum information necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is received. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your insurance carrier.

Once I have all of the information about your insurance coverage, I will discuss what we can expect to accomplish with the benefits available and what will happen if they run out before you are ready to conclude therapy. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above.

## LIMITS ON CONFIDENTIALITY

The law protects the privacy of the 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. There are other situations that require only that you provide written, advanced consent. Your signature on this Agreement provides consent for those activities, as follows:

1. I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, every effort is made to avoid revealing the identity of the patient. The other professionals are also legally bound to keep the 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 (which is called “PHI” in my Notice of Psychologist’s Policies and Practices to Protect the Privacy of Your Health Information).
2. You should be aware that I practice with other mental health professionals and 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 assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been provided 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.
3. If a patient seriously threatens to harm himself/herself or someone else, Texas law provides that a professional may disclose confidential information to medical or law enforcement personnel if the professional determines that there is a probability of imminent physical injury by the patient to the patient or others, or there is a probability of immediate mental or emotional injury to the patient.

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

1. 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. I cannot provide any information without your (or your 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 me to disclose information.
2. If a government agency is requesting the information for health oversight activities, I may be required to provide it to them.
3. If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
4. If a patient files a worker’s compensation claim, I must, upon appropriate request, provide records relating to treatment for which compensation is being sought.

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.

1. If I have cause to believe that a child under age 18 has been or may be abused or neglected (including physical injury, substantial threat of harm, mental or emotional injury, or any kind of sexual contact or conduct), or that a child is a victim of a sexual offense, or that an elderly or disabled person is in a state of abuse, neglect or exploitation, the law requires that I make a report to the appropriate governmental agency, usually the Department of Protective and Regulatory Services. Once such report is filed, I may be required to provide additional information.
2. If I determine that there is a probability that the patient will inflict imminent physical injury on another, or that the patient will inflict imminent physical, mental or emotional harm upon him/herself, or others, I may be required to take protective action by disclosing information to medical or law enforcement personnel or by securing hospitalization of the patient.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and limit my 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 to discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

**PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep Protected Health Information about you or your child in your Clinical Record. The Clinical Record includes information about you or your child’s reasons for seeking therapy/evaluation, a description of the ways in which the problem impacts on you or your child’s life, the diagnosis, the goals that we set for treatment, progress towards those goals, medical and social history, treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, billing records, and any reports that have been sent to anyone, including reports to your child’s school. Except in unusual circumstances that involve danger to yourself and/or others, you may examine and/or receive a copy of your or your child’s Clinical Record if you request it in writing. You should be aware that pursuant to Texas law, psychological test data are not part of a patient’s record. Given that these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, it is recommended that you have them forwarded to another mental health professional, with whom you can discuss the contents. In most circumstances, I charge a copying fee of $0.50 per page copied. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon your request.

In addition, I 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. These notes may 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 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. You may examine and/or receive a copy of your psychotherapy notes unless I determine that release would be harmful to your physical, mental or emotional health.

**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 paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

SIGNED

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Jennifer B. Unterberg, Ph.D.