

# CYNTHIA J. HAAKANA, PHD. LLC

## PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

Welcome to my practice. This document (the 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 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 I obtain your signature acknowledging that I have provided you with this information at the first session. Although these documents are long and sometimes complex, it is very important that you read them carefully. We 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 on me unless I have taken action in reliance on it; for example, 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. **You should be aware that this Agreement would be in effect for one year from the date of signing unless you specifically request that it remain in effect for a shorter time. You can revoke this contract, or any provision of this contract, at any time, except to the extent that I have relied on it.**

## PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. There are many different methods we 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 your therapy to be more successful, you will have to work on things we talk about both during our sessions and at home.

You have the right to request information about your therapist's qualifications, credentials, experience, specialization, and education. You have the right to terminate therapy when you have reached your goals or believe that therapy is no longer necessary. The frequency and duration of therapy depends upon many factors. It is your right to be a part of determining jointly with your therapist how long and how often you will receive therapy. You have the right to renegotiate therapy as needed.

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 many benefits. For example, 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.

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. 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, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with, or give you a referral for, another mental health professional for a second opinion.

## MEETINGS

I normally conduct an evaluation that will last from 2 to 4 sessions. 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. If psychotherapy is begun, I will usually schedule one individual appointment. **Once an appointment hour is scheduled, you will be expected to pay for it (the full current rate) unless you provide 24 hours advance notice of cancellation. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.**

## **PROFESSIONAL FEES**

My professional fees are on the financial arrangements sheet. Other services include report writing, telephone conversations lasting longer than 5 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service 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, including preparation and transportation costs, even if I am called to testify by another party. [Because of the difficulty of legal involvement, I charge more than my hourly rate for preparation and attendance at any legal proceeding.]

## **CONTACTING ME**

Due to my work schedule, I am often not immediately available by telephone. I will not be available to answer the phone when I am with a client. When a client calls, the client will always get my voice mail. I will make every effort to return your call on the same day within office hours, with the exception of evenings, days off, weekends, holidays, and when I am on vacation or out sick. If you are difficult to reach, please inform me of some times when you will be available. In emergencies, contact your family physician, the nearest emergency room, or call 911. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

## **LIMITS ON 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. 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:

- 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 patient. 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.
- You should be aware that I practice with other mental health professionals. 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 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.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where I am 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 the professional services I provided to you, 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.
- If a government agency, pursuant to their lawful authority, 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 workers compensation claim, I must, upon appropriate request, disclose information related to the claim to appropriate individuals, which may include the patient's employer, the insurer or the Department of Labor and Industry.

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 a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years, the law requires that I file a report immediately with the appropriate government agency, usually the local welfare agency. Once such a report is filed, I may be required to provide additional information.
- If I have reason to believe that a vulnerable adult is being or has been maltreated or if I have knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained, the law requires that I file a report immediately with the appropriate government agency, usually an agency designated by the county. Once such a report is filed, I may be required to provide additional information.
- If I believe that you present a serious and specific threat of physical violence to another or yourself, I may be required to disclose information necessary to take protective actions. These actions may include notifying the potential victim, contacting your family or others who can help provide protection, contacting the police, or seeking your hospitalization.

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.

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 I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

## **GENERAL CLIENT INFORMATION**

1. Credentials, Statement of Competencies and Client Bill of Rights are posted in the office.
2. The limits of Confidentiality:
  1. Duty to warn and or protect if you are suicidal or a danger to yourself or others.
  2. Suspected abuse of children and vulnerable adults.
  3. Prenatal exposure to controlled substances.
  4. In event of client's death, spouse or parents are allowed access to client's records.
  5. Mandated reporting of misconduct by mental health professional.
  6. Court order.
  7. Minors
  8. Potential use of a collection agency.
  9. Internal/external professional consultation.
  10. Third party payors/insurance companies.
  11. Couples/family therapies—some limits may apply.
  12. Board of Psychology disciplinary proceedings.
3. Financial Arrangements—for you to sign.
4. Please discuss with your therapist:
  1. Nature, anticipated course, and length of therapy. Including: limitations due to time, finances, etc. Psychological interventions, nature, purpose, risks, and alternatives.
  2. Although counseling helps most people, it is not always or completely effective.
  3. When therapist is not available (vacations, weekends, and evenings)—Crisis Centers, Walk-In Counseling Center, First Call for Help, your local emergency room, or calling 911 are available.
5. Counseling Records
  1. Intake, Presenting Issues, Treatment Plan, Diagnosis, Release of Information, all correspondence and case notes will be kept in your file under a file number, and locked in a locked file in a locked office. You have the right to see your file.

2. For couples/family therapy, every effort will be made to not name others in records but there are limits to confidentiality.
6. Coordination of Services—Effort will be made to cooperate and coordinate with other professionals.
7. Referrals—Effort will be made to use all resources available. Referrals to other mental health practices will be given if client and/or therapist feel the need for a referral.
8. Insurances—I am out of network for all insurance and you are expected to pay for your therapy. Your insurance may or may not reimburse you.
9. Report writing, insurance appeals, etc. are usually not covered by insurances. My cost is approximately \$200.00 per hour for any written communications.
10. Telephone calls are usually not charged if they are brief (under 5 minutes) and remember that telephone call counseling is not reimbursable by most insurances.

## **RED FLAG RULES**

The following Identity Theft policies are designed to detect, prevent and mitigate the risk of identity theft for clients.

Clients will be asked to provide identification at the initial session (i.e. driver's license, passport or other government issued photo ID). I will verify that the photo ID matches client appearance and a copy will be made and kept on file. Suspicious activity will be noted and acted on. Suspicious activity may include but is not limited to:

- Identification documents that appear altered or forged
- Inconsistencies in documentation provided or information given
- Suspicious change in address
- Evidence that records may have been compromised (i.e. access by another party without authorization; locked file cabinet broken into)
- Notification of suspicious activity may include but is not limited to:
- Investigation
- Changing passwords on electronic record accounts or electronic client information
- Notifying clients when it appears there may have been an incidence of identity theft
- Contacting law enforcement

The policies and procedures outlined above will be reviewed and evaluated annually to ensure optimal effectiveness in protecting clients from identity theft.

## **PROFESSIONAL RECORDS**

You should be aware that, pursuant to 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, the goals that we set for treatment, your progress towards those goals, a summary of 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 others, 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 certain situations, I may charge a copying fee of 75 cents per page (and for certain other expenses). The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon 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. 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 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 the information they contain is detrimental to your physical or mental health, or is likely to cause the patient to harm another. If I deny your request to examine your Psychotherapy Notes, you may select an appropriate third party to whom these notes will be forwarded. This individual may choose to disclose these notes to you. In this event, I recommend that you select another mental health provider to perform this task.

#### **PATIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regard 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 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**

I do not see any patient under the age of 18.

#### **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held. 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 through small claims court which will require me to disclose otherwise confidential information. 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. If such legal action is necessary, its costs will be included in the claim.