

Outpatient Services Contract

Welcome to Warren Street Family Counseling. 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), 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. 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; 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. Please read it carefully and jot down any questions that you may have so that it may be discussed with your therapist. Once you sign this, it will constitute a binding agreement between us. We encourage you to keep this document for future reference and/or review.

PSYCHOTHERAPEUTIC SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the therapist and the client, as well as the particular problems that the patient brings. There are a number of approaches that can be utilized to assist you with the problems you hope to address. In order to be most successful, it requires a very active effort on your part.

Psychotherapy has both benefits and risks. Psychotherapy has been shown to have benefits for people who undertake it. It often leads to a significant reduction of feelings of distress, better relationships, and resolution of specific problems. The risks sometimes include experiencing uncomfortable levels of feelings like sadness, guilt, anger and frustration, loneliness and helplessness. Psychotherapy often requires considering unpleasant aspects of your history.

By the end of the initial assessment, your therapist will be able to offer you some impressions of what the work will include and an initial treatment plan, if you decide to continue. You should evaluate this information along with your own assessment about whether you feel comfortable working with your therapist. Therapy involves a commitment of time, money, and energy, so you should be careful about the therapist you select. If you have questions about therapy procedures, they should be discussed whenever they arise. If your doubts persist, your therapist will be happy to secure an appropriate consultation with another mental health provider.

MEETINGS

Our typical procedure is to conduct an assessment that may last from 1-4 sessions. During this time, both you and your therapist can determine whether the therapist is the best person to provide the services that you need in order to meet your treatment objectives. If psychotherapy is initiated, typically a **53-minute** session is scheduled at a mutually agreed upon time. Clients will be expected to provide 24-hour notice if canceling an appointment. Inadequate notification of a cancellation may result in a charge that is not reimbursable by your insurance. Your fee for a

missed appointment or inadequate notice will be \$_____ (fee does not pertain to Medicaid or Medicare recipients). Payment will be expected at the next appointment.

FINANCIAL RESPONSIBILITIES

You will be expected to pay for each session at the time it is held, unless another agreement is made or you have insurance that requires another arrangement. Other forms of professional services (such as reports, letters, and consultations with other professionals) are available but are not reimbursable by insurance, and may be billed to you at the same rate as psychotherapy.

USING MEDICAL INSURANCE

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for treatment. You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions, you should call your plan and inquire. Most insurance cards have a toll-free telephone number listed on them that you can call for such assistance.

"Managed Health Care Plans" such as HMOs and PPOs always require **prior authorization** in order to provide reimbursement for mental health services. These plans are oriented toward a short-term treatment approach designed to resolve specific problems that are interfering with one's usual level of functioning. It may be necessary to seek additional approval after a certain number of sessions. Your therapist will fill out the necessary report for additional approval. Once you have all the information about your insurance coverage, you can discuss with your therapist what you can expect to accomplish with the benefits that are available and what will happen if the insurance benefits run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for services yourself and avoid the complexities that are described above.

You should be aware that insurance agreements require you to authorize your therapist to provide a clinical diagnosis, and sometimes additional information such as a treatment plan or summary, or in very rare cases, a copy of the entire record. Your therapist will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company's files and, in all probability, some of it will be computerized. All insurance companies claim to keep such information confidential, but once it is in their hands, Warren Street Family Counseling has no control over what they do with it. If you request it, your therapist will provide you with a copy of any report that is submitted to your insurance.

FEES AND PAYMENTS

In order to set realistic treatment goals and priorities, it is important to evaluate what resources are available to pay for your treatment. If you have a health benefits policy, it will usually provide some coverage for mental health treatment. However, **you, not your insurance company, are responsible for full payment of the fee to which we have agreed.** Negotiation of the fee, based upon financial need, may be available. Please discuss this with your therapist. Overdue accounts (120 days) will be considered excessive and may be sent to a collection agency.

CONTACTING YOUR THERAPIST

Therapists at Warren Street are often not immediately available by telephone and do not take calls when in session with clients. Office staff can be reached during business hours (8am-4pm, M-F). After-hour calls can be routed to our answering service.

All of our therapists maintain their own schedules and office staff will not be able to answer questions concerning your appointment times or be able to reschedule appointments for you. Every effort is made to return your call promptly; however, it is advisable that you discuss your therapist's availability and practices related to access in order to understand how your therapist will be able to respond to your calls.

You may access your therapist's voice mail directly by dialing 226-1999. When you hear "Welcome to Warren Street Family Counseling" dial #_____ for _____.

PROFESSIONAL RECORDS

Both legal and professional standards require that we keep protected health information about you in your clinical record. You are entitled to receive a copy of your records. Because they are professional records, they can be misinterpreted and/or can be upsetting, so it is recommended that they be reviewed with your therapist or other mental health professional. Clients will be charged an appropriate fee for any time that is required to comply with an information request.

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 your clinician 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 WSFCA's privacy policies and procedures. Your clinician would be happy to discuss any of these rights with you.

MINORS

If you are under eighteen years of age and not emancipated, please be aware that the law does provide your parents with the right to examine your treatment records. If parents agree to limited access, they will be provided with general information on how your treatment is proceeding unless your therapist feels there is a high risk that you may seriously harm yourself or another, in which case they will be notified of such concerns. If the treatment is for drug dependency, parents may examine the records of children under age 12. A summary of your treatment may also be provided to your parents. Before such action is taken, it will be discussed with you, and all efforts will be made to resolve any objections you may have about what is to be discussed.

CONFIDENTIALITY

In general, the confidentiality of all communications between a client and a therapist is protected by law, and can only be released with your written permission by your signing our Authorization

that meets certain legal requirements imposed by HIPAA. However, there are a number of exceptions.

In most judicial proceedings, you have the right to prevent any information about your treatment from being shared. However, a judge may require your therapist's testimony if he/she determines that resolution of the issues before the court demands it (e.g. child custody proceedings, cases in which your emotional condition is an important element).

Parents have the right to know what is occurring in the therapy sessions. However, the therapists also must comply with the law. A recent New Hampshire Supreme Court decision prohibits a therapist from waiving a minor's privilege of confidentiality to provide information when there may be a case that involves custodial or other matters that may be adverse to the interests of the minor or one or both parents, (*In the Matter of Kathleen Quigley Berg and Eugene E. Berg*, No. 2005-002, October 18, 2005.)

In the case of a minor, Warren Street Family Counseling Associates will only release the records in response to a **signed court order. An agreed upon stipulation in a parenting plan or a proposed order does not qualify.** This court-imposed requirement is designed to protect the minor's confidentiality and client/therapist relationship.

Our therapists must adhere to the requirements set forth in this New Hampshire Supreme Court decision. If you have any concerns or do not understand this policy, please talk with the therapist involved and ask for further explanation. If you would like to review a copy of the court decision, please request one from the receptionist.

There are some situations in which a therapist is permitted or required to take actions to protect others from harm, even though that requires revealing some information about a client's treatment.

1. If it is suspected that a child, an elderly person, or a disabled person is being abused or neglected, a report must be filed with the appropriate agency;
2. If it is believed that a person is threatening serious bodily harm to another, or threatens to damage the property of another, protective action is required, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization;
3. If someone threatens to harm him/herself, the therapist may be required to seek hospitalization, or contact family members or others who can help provide protection.
4. If a government agency is requesting the information for health oversight activities, WSFCA may be required to provide it.
5. If a patient files a complaint or lawsuit against your clinician, he or she may disclose relevant information regarding the patient in order to defend his or herself.

In each instance, every effort will be made to fully discuss it with you before taking action.

Therapists at Warren Street often find it helpful to consult about a case with other professionals, and participate in weekly consultation meetings. In these consultations, every effort is made to avoid revealing the identity of a client. The consultant is, of course, also legally bound to keep information confidential. unless you object, you will not typically be informed of occasions in

which your therapy services are being discussed. Your signature on this Agreement provides consent for this activity.

While this written summary of exceptions to confidentiality should be helpful in informing you about potential problems, it is important that you discuss any concerns with your therapist.

Contract covers: Psychotherapeutic Services, Meetings, Missed Appointments, Financial Responsibilities, Use of Medical Insurance, Fees Payments, Contacting My Therapist, Professional Records, Patient Rights, Minors, and Confidentiality.

My signature below indicates that I agree to abide by its terms in my professional relationship with WSFCA.

My signature also serves as an acknowledgment that I have received the HIPAA Notice Form. I am also aware and agree that I may be billed \$_____ for a missed appointment or inadequate notice (fee does not pertain to Medicaid or Medicare recipients).

Therapist: _____

Client Name: _____

Client Signature: _____

Date: _____