

**WELLNESS PSYCHOTHERAPY
575 E. BIG BEAVER RD, SUITE 210
TROY, MI 48083
248-514-4955**

PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

Welcome to Troy Psychotherapy/Detroit Psychotherapy. This document (the Agreement) 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 Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we 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 we obtain your signature acknowledging that we have provided you 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. 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 us unless we have taken action in reliance on it; if there are obligations imposed on us 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.

PSYCHOTHERAPY SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist 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 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 many benefits. 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.

Your first few sessions will involve an evaluation of your needs. By the end of the evaluation, your therapist will be able to offer you some first impressions of what your 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 your therapist. 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 your therapist's procedures, you should discuss them whenever they arise. If your doubts persist, your therapist will be happy to help you set up a meeting with another mental health professional for a second opinion.

As with many professionals, your therapist will occasionally consult with other mental health professionals about my work. This essentially protects the treatment relationship, and gives your therapist opportunities to improve his or her clinical skills.

MEETINGS

Once an appointment hour is scheduled, you will be expected to pay for it. The cost would include any insurance payments that would have been made. If you cannot come to an appointment and you notify your therapist of this at least 48 hours in advance, the appointment can be rescheduled if it is convenient for the therapist. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. Because this particular appointment policy may not fit the circumstances of all patients, other policies may be established in particular instances. These circumstances will be discussed on an individual basis.

EMAILS AND COMPUTERS

Troy Psychotherapy uses a HIPAA compliant email account, billing@troypsychotherapy.com, to handle all billing for the practice. You will be asked for your signature after reading this document, allowing us to use email to send you monthly billing statements for services provided.

Your therapist may have a separate email account she or he may share with you. For non-billing issues, please keep in mind the following:

It is very important to be aware that computers, email, and cell phone communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails, in particular, are vulnerable to such unauthorized access because servers have unlimited and direct access to all emails that go through them. We do not use email to discuss sensitive therapeutic issues. For the most part email communication from your therapist will be almost exclusively about scheduling. If you attempt to reach your therapist by phone and cannot, and you have an emergency, you may contact emergency services through calling 911 or going to your nearest hospital emergency room.

PROFESSIONAL FEES

The standard clinic hourly fee for services is \$200 for individual psychotherapy, sessions are 45 minutes long unless required otherwise by your insurance. Therapists are sometimes able to provide a reduced fee if you can document financial hardship. Please discuss the fee with your therapist. You are responsible for all payments related to your appointments, even if you do not attend a scheduled appointment.

CONTACTING US

In emergencies, when you can't wait for your therapist to return your call, you should call 911 or go to the nearest psychiatric emergency room to your home.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychotherapist. In most situations, we 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:

- Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, he or she will make every effort to avoid revealing the identity of their patient. The other professionals are also legally bound to keep

the information confidential. If you don't object, the therapist will not tell you about these consultations unless he or she feels that it is important to your work together. The therapist will note all consultations in your Clinical Record (which is called "PHI" in our Notice of Psychotherapist's Policies and Practices to Protect the Privacy of Your Health Information).

- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient threatens to harm himself/herself, your therapist may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

There are some situations where your therapist is 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 therapist-patient privilege law. We cannot provide any information without your 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 your therapist 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 a therapist, Troy Psychotherapy may disclose relevant information regarding that patient in order to defend itself.
- If your therapist is being compensated for providing treatment to you as a result of your having filed a worker's compensation claim, the therapist must, upon appropriate request, provide information necessary for utilization review purposes.

There are some situations in which your therapist is legally obligated to take actions, which your therapist believes are necessary to attempt to protect others from harm and your therapist may have to reveal some information about a patient's treatment. These situations are unusual.

- If your therapist has reasonable cause to suspect child abuse or neglect, the law requires that he or she file a report with the Family Independence Agency. Once such a report is filed, the therapist may be required to provide additional information.

- If your therapist has reasonable cause to suspect the “criminal abuse” of an adult patient, he or she must report it to the police. Once such a report is filed, your therapist may be required to provide additional information.

- If a patient communicates a threat of physical violence against a reasonably identifiable third person and the patient has the apparent intent and ability to carry out that threat in the foreseeable future, your therapist may have to disclose information in order to take protective action. These actions may include notifying the potential victim (or, if the victim is a minor, his/her parents and the county Department of Human Services) and contacting the police, and/or seeking hospitalization for the patient.

If such a situation arises, your therapist will make every effort to fully discuss it with you before taking any action and your therapist will limit his or her 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 Troy Psychotherapy is not an attorney. In situations where specific advice is required, formal legal advice may be needed.

Within the treatment setting, in couples, family, or systems therapies confidentiality and privilege do not apply between the couple or among family or system members, unless requested by an individual participant. Your therapist will use his or her clinical judgment when revealing such information.

LITIGATION LIMITATION

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to, divorce and custody disputes, injuries, lawsuits, etc.) neither you (client) or your attorney, nor anyone else acting on your behalf will call on your therapist to testify in court or any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

PROFESSIONAL RECORDS

The laws and standards of mental health professions require that your therapist keep Protected Health Information about you in your Clinical Records. Except in unusual circumstances that disclosure would physically endanger you and/or others or makes reference to another person (unless such other person is a health care provider) and your therapist believes that access is reasonably likely to cause substantial harm to such other person or where information has been supplied to the therapist confidentially by 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, we recommend that you initially review them in your therapist's presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, we are allowed to charge a copying fee of \$1 per page. If your therapist refuses your request for access to your records, you have a right of review (except for information supplied to your therapist confidentially by others), which your therapist will discuss with you upon request.

Protected Health Information 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 your therapist receives 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.

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 therapist amends 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 our privacy policies and procedures. Your therapist is happy to discuss any of these rights with you.

MINORS & PARENTS

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. They should also be aware that patients over 14 can consent to (and control access to information about) their own treatment, although that treatment cannot extend beyond 12 sessions or 4 months. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment. Therefore, it is usually our therapists' policy to request an agreement from any patient between 14 and 18 and his/her parents allowing the therapist to share general information with parents about the progress of treatment and the child's attendance at scheduled sessions. Any other communication will require the child's authorization, unless the therapist feels that the child is in danger or is a danger to someone else, in which case, the therapist will notify the parents of his or her concern. Before giving parents any information, the therapist will discuss the matter with the child, if possible, and do his or her best to handle any objections he/she may have.

BILLING AND PAYMENTS

You will be expected to pay for sessions on a monthly basis, unless you and your therapist agree otherwise or unless you have insurance coverage that requires another arrangement. Generally bills are issued at the last session of the month or the first session of the following month. The fee or co-pay is due at the following session. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, your therapist may be willing to negotiate a fee adjustment or payment installment plan.

If your co-pays or private payments are not received by the beginning of the following month, this may become cause for terminating the therapy.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, Troy Psychotherapy has 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 your therapist to disclose otherwise confidential information. In most collection situations, the only information your therapist will 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.

AUTHORIZATION TO USE ELECTRONIC (EMAIL) BILLING

By signing in the relevant space on the signature page, you permit Troy Psychotherapy to use email to send your monthly billing statements. You have the right to revoke this authorization at any time by sending a written request to: Troy Psychotherapy, 575 E. Big Beaver Rd, Suite 210, Troy, MI 48083.

Billing statements will be in a password protected PDF document. They will be sent by the Troy Psychotherapy biller from the email address billing@troypsychotherapy.com

INSURANCE REIMBURSEMENT

In order for us 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. Your therapist will fill out forms and provide you with whatever assistance he or she can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of your therapist's fees. It is very important that you find out 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. Of course, your therapist will provide you with whatever information your therapist can based on his or her experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, your therapist will be willing to call the company on your behalf.

You should also be aware that your contract with your health insurance company requires that your therapist provide it with information relevant to the services that her or she provides to you. The

therapist is required to provide a clinical diagnosis. Sometimes the therapist is required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, 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 files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, your therapist has no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. Your therapist will provide you with a copy of any report he or she submits, if you request it. By signing this Agreement, you agree that your therapist can provide requested information to your carrier, and you agree that your therapist can accept payment for my services from your insurance carrier.

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