



OUTPATIENT THERAPY AGREEMENT

Welcome to our practice. This document contains important information about our professional services and business policies. We've tried to be thorough in discussing different questions and issues, and have tried to use clear language instead of legal terms. The Agreement also contains information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law 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. 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 has been offered to you, explains HIPAA and its application to your PHI in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information at or before the end of our first meeting. 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 during the first meeting. When you sign this document, it also represents an agreement between us. You may revoke this Agreement in writing at any time. If you revoke your consent agreement, please understand that information may have already been exchanged based upon permission you had given prior to revoking the release. However, from the date of the revocation, we will not exchange further information other than to fulfill obligations binding upon your health insurance contract, or related to any unpaid balance you may have.

PSYCHOLOGICAL SERVICES – WHAT WE DO

Health Psych Maine provides evaluation and treatment related to anxiety, depression, behavioral medicine, health psychology, chronic pain management, and headache management services. Therapies *may* include cognitive-behavioral therapy (CBT), biofeedback, counseling, stress management, assertiveness training, case management, education, and possible collaboration with your other healthcare providers. Treatment might include one or more therapies, depending on your needs. If your treatment includes biofeedback for muscle or other relaxation training, this might mean placing sensors to read muscle tension in various places such as the head, neck, and back. Biofeedback is not painful, but if the process is at all uncomfortable for you, it can be stopped or modified at your request. More information is available on request, through our web site, and by talking with your therapist.

The evaluation may include an interview, questionnaires, review of medical records, and possibly psychophysiological monitoring. We are happy to provide further information about any of our treatments or procedures.

Benefits and risks. Counseling or psychotherapy can have benefits and risks. People are often able to improve their mood, outlook, and functioning. Since therapy sometimes involves discussing or working with unpleasant aspects of your life, you may at times experience uncomfortable feelings. There are no guarantees of what you will experience.

Empirically based treatments. Generally, our practice specializes in focused treatments that have been found to be effective through clinical research. We practice in accordance with something called the "scientist-practitioner model" and utilize empirically-supported or empirically-validated treatments whenever possible. We will do our best to describe these treatments to you, and encourage you to ask questions and learn as much as about treatment as you wish.

Cognitive-behavioral therapy (CBT) involves changing behaviors and thoughts in order to improve confidence, functioning, mood, and outlook. This may involve gradually confronting challenging situations or difficult thoughts, though this always occurs at your pace. In the treatment of anxiety disorders, this usually involves exposure and desensitization procedures, which means gradually placing oneself in feared situations,

allowing the anxiety to be provoked and then generally staying with the situation until the brain desensitizes and the anxiety subsides. Again, this occurs at your pace.

Active participation. For this type of treatment to be successful, you will need to take an active role. For treatment to be successful, you will need to do homework and practice relevant behaviors, skills, or exercises between sessions.

MEETINGS

Determining treatment options. Our first 1-3 meetings will involve an evaluation of your needs. By the end of the evaluation, we will be able to offer you some impressions about a treatment plan that we might follow if you decide to continue with therapy; alternatively, we might discuss other referral options if we do not provide the type of services you desire or need. You should evaluate this information along with your own opinions of whether you feel comfortable working with the psychologist or clinician at this clinic. 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 the procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

If treatment is not helping. After the end of five or six meetings, if we feel that treatment is not helping, we may suggest other options, including referrals for another type of treatment or pausing and resuming therapy at a later time. As ethical practitioners, we avoid providing services that do not seem to be helping. Sometimes, a good treatment simply may not be appropriate for a person at a particular time in that person's life.

Limited crisis coverage. Our practice does not have 24-hour crisis coverage. If you will need crisis services over the course of treatment, it is important that you discuss this point with your therapist during the first meeting. We may recommend that you seek services at an agency that can offer more crisis coverage than can be provided by our practice.

Length and frequency of sessions. Psychotherapy sessions are typically 38-52 minutes long and usually occur on a weekly basis in the beginning of treatment, often tapering to less frequent as treatment progresses, depending on your clinical needs and insurance company or other financial limits.

Canceling sessions. Attendance at your appointments is very important for your own treatment consistency. There are other individuals waiting for an appointment. If you do need to cancel, please be courteous and provide **at least 24 hours notice so that someone else in need can use that time slot.** Simply not showing up or only providing short notice makes it difficult for other clients to use that time slot. **Please see payment section below for information about fees for short-notice cancellations or no-shows.**

Final session. We have found it to be very helpful to have a final session as opposed to simply stopping your appointments or fading away. By having a final session, you and your psychologist or clinician can review what has happened so far and what might be done in the future to help manage your situation. If you should decide to stop treatment early, we request that you please schedule one final session with your psychologist or clinician.

PROFESSIONAL FEES AND BILLING/PAYMENT ISSUES

Rates. Our rates vary depending on the type of service – counseling, biofeedback, forensic work, etc. In addition, we perform different types of evaluations for different purposes and the rates vary accordingly. Before you come in for an evaluation, our intake coordinator will work with you regarding rates and insurance reimbursement. In circumstances of unusual financial hardship, we may be willing to negotiate a payment plan or a fee adjustment (unless prohibited by your insurance company).

Payment is due before session. Your portion of payment is due at time of service, paid *before* the session. Our intake coordinator will work with you to help determine what your financial responsibility will be. This varies with each insurance company or plan. Please understand that sometimes we can only make a best

guess ahead of time and will not know the final amount until the service has been billed and processed by your insurance company.

MaineCare (formerly Medicaid) Co-Pay. If you have MaineCare for your insurance, you most likely have a \$2.00 co-pay due *before* the session.

Assignment of benefits. By signing this Outpatient Therapy Agreement form, you are providing consent for us to bill your health insurer carrier if that is how we have agreed to secure payment for service. When we bill the insurance company, payment for services is thereby directed to us; if the insurance company accidentally sends the check to you, it is your responsibility to turn the check over to us.

Managed Care. If your insurance company is a managed care company:

- 1) Your insurance may impose a limit to the number of sessions allowed.
- 2) Please check into payment and authorization before treatment. Please remember that you have final responsibility for paying for psychological services. Therefore, if your insurance company denies a claim, you will be responsible for the amount due (unless prohibited by our contract with the insurance company). To learn about your insurance benefits, you should read carefully the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Our staff will provide you with whatever information and assistance they can based on our experience and we will be happy to help you in understanding the information you receive from your insurance company.

No-Show and short-notice cancellations.

Short-notice cancellations (<24 hours) will result in a \$50 fee and/or discharge.
This fee needs to be paid before the next scheduled session.

Legal proceedings. If you become involved in legal proceedings that require our participation (e.g., a personal injury lawsuit), you will be expected to pay for professional time and expenses, even if we are called to testify by another party. Because of the difficulty of legal involvement, we charge \$200 per hour for preparation and travel and \$300 per hour for actual testimony or deposition time. For legal proceedings, we require payment of \$1,000 in advance. There is a cancellation fee if your lawyer or you cancel the need for testimony short notice (48 hours or less). We have more detailed information about legal fees that we can give to your lawyer or to you if this becomes necessary. If our fees and expenses are less than the \$1,000 advance payment, we will refund the balance promptly. If they are more than projected, we will revise the estimate and require payment before additional services are rendered.

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. If we agree to bill your health insurance carrier for the services provided, you should be aware that your contract with your insurance company requires that you authorize us to provide information relevant to the services provided. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, we 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, we have 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. We will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that we can provide requested information to your carrier.

Once we have all of the information about your insurance coverage, we will discuss what you might 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 our services yourself to avoid the problems described above (unless prohibited by contract).

CONTACTING YOUR PSYCHOLOGIST OR CLINICIAN

Often we are not available immediately by telephone. We do not answer our phones when we are in a meeting with a client. When we are unavailable, our telephones are answered either by a secretary or by voice mail. We will make every effort to return your call within one business day of receiving it, with the exception of holidays and vacations. If you are difficult to reach, please inform us of some times when you will be available. If you are unable to reach your psychologist or clinician and feel that you can't wait for a return call, please use one of the options below. If your psychologist or clinician will be unavailable for an extended time, he/she may provide you with the name of a colleague to contact, if you request it.

1. Contact your family physician or the nearest emergency department and ask for the mental health professional on call.
2. In a situation where serious harm may occur, call 911 or get safe transportation to the nearest hospital emergency room.
3. Call the state-wide, toll-free crisis line: (888) 568-1112.

PROFESSIONAL RECORDS

Laws and standards of our profession require that we keep Protected Health Information (PHI) about you in your Clinical Record. Except in unusual circumstances where disclosure would endanger you and/or 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 our presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, clients will be charged an appropriate fee for any time spent in preparing information requests. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.

In addition to being able to review your notes, you may also add information to them if you believe they contain inaccurate or incomplete information. Also, please note that in some cases our files may include information from other treatment providers that clients have given us written permission to obtain. If you have given permission to obtain such records, we cannot provide the records of other professionals to you if you ask to review your files. Instead, we would ask for you to contact the provider who created the records and obtain copies directly from her or him.

It is our office policy to retain clients' records for seven years after the end of our therapy.

PATIENT RIGHTS

HIPAA provides you with rights with regard to your Clinical Records and disclosures of PHI. These rights include requesting that we amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of PHI that you have neither consented to nor authorized; determining the location to which PHI disclosures are sent; having any complaints you make about our 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. We are happy to discuss any of these rights to you.

MINORS & PARENTS

Maine has two conflicting sections of law regarding access to records when the patient or client is a minor. Therefore, if the patient is a minor, we will probably want to have a discussion with the parent(s) to establish some sort of agreement about who will have access to what information. One section of Maine law allows minor children to independently consent to and receive mental health treatment without parental consent; in that situation, information about that treatment possibly may not be disclosed to anyone without the minor child's agreement. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also usually important for successful treatment, particularly with younger children. Therefore, it is our general policy not to provide treatment to a child unless there is agreement about what information may

be shared. What generally works well is to have an agreement between the patient and his/her parents allowing us to share general information about the progress of their child's treatment, and his/her attendance at scheduled sessions. Any other communication will require the child's Authorization, unless we feel that the child is in danger or is a danger to someone else, in which case, we will notify the parents of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have. This should be discussed further, preferably at the first session.

LIMITS TO CONFIDENTIALITY

The law protects the privacy of communications between a patient/client and a psychologist or other mental health professional. 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 and Maine law, or in some cases, if you provide oral authorization. However, in the following situations, no authorization is required:

- You should be aware that this is a group practice with other mental health professionals and administrative staff. Some staff may see some information for the purposes of scheduling, billing, quality assurance, or archival research. In our group practice, there is one electronic chart per patient and any psychologist or clinician who treats that patient will have access to that chart. All staff members have been given training about confidentiality and protecting your privacy.
- Your psychologist or clinician may occasionally find it helpful to consult with other health and mental health professionals about your treatment. Consultations are usually done in de-identified format – i.e., without mentioning your name. The other professionals are also legally bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless we feel it is important to our work together.
- Health Psych Maine has contracts with a computer service professional and an accounting firm. As required by HIPAA, we have a formal business associate contract with these businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, we can provide you with the names of these organizations and/or a blank copy of this contract.
- 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. We 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 us to disclose information.
- If a government agency is requesting information for health oversight activities, we may be required to provide it for them.
- If a patient files a complaint or lawsuit against us, we may disclose relevant information regarding that patient in order to defend ourselves.
- If you have filed a worker's compensation claim, and we are being compensated for your treatment by your employer or its insurance company as a result of that claim, we must provide, upon appropriate request, legally required reports and other information related to your condition.
- If you are pursuing medical or mental health disability payments, you may end up signing a document with that agency or company waiving confidentiality to your records. In that situation, once you have provided such a waiver or authorization to that other agency or entity, we will then honor their request for your records without further consent from you.

There are some situations in which we are legally obligated to take actions in order to protect you or others from harm and we may have to reveal some information about a patient's treatment. These situations are unusual in our practice.

- If we know or have reasonable cause to suspect that a child under 18 has been or is likely to be abused or neglected or that a vulnerable adult has been abused, neglected, or exploited and is incapacitated or dependent, the law requires that we file a report with the appropriate government agency, usually the Maine Department of Health and Human Services. Once such a report is filed, we may be required to provide additional information.

- If we determine that the patient poses a direct threat of imminent harm to the health or safety of any individual, including himself/herself, we may be required to disclose information in order to take protective action(s). These actions may include notifying the potential victim, contacting the police, seeking hospitalization for the patient, or contacting family members or others who can assist in providing protection.
- [As per the HIPAA “Final Rule” effective 9/23/2013] When the use and disclosure without your consent or authorization is allowed under other sections of Section 164.512 of the HIPAA Privacy Rule and the state’s confidentiality law. This includes certain narrowly-defined disclosures as described above or to law enforcement agencies, to a health oversight agency (such as HHS or a state department of health), to a coroner or medical examiner, for public health purposes relating to disease or FDA-regulated products, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.

If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit 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 we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

OTHER POINTS

As your psychologist or clinician, we cannot provide expert opinions about matters such as your parenting abilities. Also, as your treating psychologist/clinician, we may not be able to offer an opinion about your disability status. You should hire a different mental health professional for any evaluations or testimony you require in this regard. This position is based on three considerations: 1) our statements may be seen as biased in your favor because we have a therapy relationship; 2) the testimony may affect our therapy relationship, and this relationship is our first priority; and 3) we do not specialize in parenting assessments.

Sometimes people wonder if they could build a friendship with their psychologist or clinician during or after finishing therapy. In your best interest, and in following the American Psychological Association’s (APA’s) ethical standards, please understand that your mental health professional can only be your therapist and cannot have other roles in your life. Psychologists and other clinicians are ethically bound to avoid “dual relationships” whenever possible. Similarly, we cannot serve as a professional therapist to someone who is already a friend. It is not ethical or legal for a psychotherapist to have a sexual or romantic relationship with any client during or after the course of therapy.

In a small town especially, your psychologist or clinician may see you in the community. In the interest of protecting your confidentiality, they will generally not initiate a greeting or conversation; if you initiate, your clinician will respond, but otherwise, they will not initiate contact in public. We hope you will understand that this behavior is not intended as a personal reaction to you, but rather is simply intended to protect your confidentiality.

HIPAA “Final Rule” Additions Effective Sept. 23, 2013

Health Psych Maine will also obtain an authorization from you before using or disclosing Protected Health Information (PHI) in a way that is not described in this Notice.

Right to Restrict Disclosures When You Have Paid for Your Care Out-of-Pocket. You have the right to restrict certain disclosures of PHI to a health plan when you pay out-of-pocket in full for services at Health Psych Maine.

Right to Be Notified if There is a Breach of Your Unsecured PHI. You have a right to be notified if: (a) there is a breach (a use or disclosure of your PHI in violation of the HIPAA Privacy Rule) involving your PHI; (b) that PHI

has not been encrypted to government standards; and (c) our risk assessment fails to determine that there is a low probability that your PHI has been compromised.

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

Client signature

Date

Psychologist/Clinician

PRINTED name