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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 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 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 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 end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our 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 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.

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 I 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. However, 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 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 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree on, although the initial session will be slightly longer. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours' advance notice of cancellation. An exception may be made if we both agree that you were unable to attend due to circumstances entirely beyond your control.**

It is important to note that insurance companies do not provide reimbursement for missed sessions, so you may be charged the full fee, not your usual co-payment, for late cancellations or missed appointments.

PROFESSIONAL FEES

My hourly fee is \$160 plus tax for a 45-minute session, or \$180 for a 55-to-60-minute session. If you are covered by an insurer with whom I am contracted, my professional fee is the contracted fee as negotiated with your insurance carrier. You will be responsible for the co-payment, co-insurance, and/or deductible as dictated by your specific policy. In addition to weekly appointments, I charge for other professional services you may need, though in that case I may prorate the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals by your request, preparation of requested 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 difficult and time-consuming nature of legal involvement, I charge \$350 per hour plus tax for preparation and attendance at any legal proceeding. Please note that, as your therapist, I am ethically allowed to testify only as to the facts of your diagnosis and treatment. I am unable to render expert testimony regarding damages in a case in which you may be involved as a plaintiff, as that requires a full psychological evaluation by an independent evaluator. Also, for ethical reasons, I am not available for testimony in cases involving child custody or divorce. I reserve the right to refuse to testify in any legal matter, except in the role of fact witness.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 1:30 p.m. and 6:30 p.m. on Mondays through Thursdays, I do not answer the phone when I am with a client. When I am unavailable, my telephone is answered by a voice-mail system that pages me during business hours. I will make every reasonable effort to return your call within 24 hours of the time you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. **If your line is blocked for caller ID, please unblock it if you are expecting my call.** If I will be unavailable for an extended time (such as vacation,) I will provide you on request with the name of a colleague to contact for emergency or interim services, if necessary.

EMERGENCIES

As a sole practitioner, I cannot be responsible for providing 24-hour on-call emergency service. **If your call is urgent**, you are unable to reach me directly, and you feel that you can't wait for me to return your call, **you should do one of the following: contact your Primary Care physician; contact the University of New Mexico Mental Health Center Crisis Line at 272-2800** (the UNM-MHC Crisis Center provides a high-quality emergency service for crisis situations 24-hours a day, seven days a week); **or go the nearest hospital emergency room and ask for the psychiatrist on call.** This information is also provided in my voice-mail message on my telephone line. **Your signature indicates that you recognize the above sources are the only guaranteed, reliable sources for emergency situations.**

Signature: _____

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. Unless you 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).

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 your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your (or your personal or legally-appointed 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 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 worker's compensation claim, I must, upon either party's appropriate request, release all of the information in my records *directly related* to any injuries or disabilities claimed by the patient for which he/she is receiving benefits from his or her employer, upon either party's written request. Information in the records that is not directly related such injuries or disabilities may only be released with a signed authorization from the patient.

There are some situations in which I am **legally obligated** to take actions if I believe they are necessary in an attempt to protect others from harm. In this event, I may have to reveal some information about a patient's treatment. These situations are highly unusual in my practice. These situations include the following:

- If I know, or have reasonable suspicion to believe, that a child under 18 is being abused or neglected, the law requires that I immediately report the matter to an appropriate governmental agency, usually the Department of Child, Youth and Family Services in the county where the child resides. Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to believe that an incapacitated adult is being abused, neglected or exploited, I must immediately report that information to the Department of Child, Youth and Family Services. Once such a report is filed, I may be required to provide additional information.
- If I believe that presents a substantial and imminent risk of serious harm to another, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.
- If a patient threatens a substantial risk or serious harm to himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

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.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep confidential information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others, or where information has been supplied to me 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, 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 most circumstances, I am allowed to charge a copying fee of \$2 per page (and for certain other expenses). If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information (PHI). 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 PHI 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.

In accordance with standard practices, I file insurance claims electronically, and I work to maintain full compliance with HIPAA regulations to ensure that your Protected Health Information (PHI) remains private.

·If I should become aware of or suspect a breach of your confidentiality, I will, as mandated by federal law, conduct a Risk Assessment and will keep a written record of that Risk Assessment.

·Unless I determine that there is a low probability that your PHI has been compromised, I will provide you with notice of the breach.

·After any breach, particularly one that requires notice, I will re-assess my privacy and security practices to determine what changes should be made to prevent the re-occurrence of such breaches.

MINORS & PARENTS

Patients over the age of 14 have the right to consent to and receive individual psychotherapy, and information about that treatment cannot be disclosed to anyone without the child's agreement. Parents have the right to review the records of children under 14, unless I decide that such access is likely to injure the child, or unless we agree otherwise. Since parental involvement in therapy is important, it is my policy to request an agreement between a child patient between 14 and 18 and his/her parents, allowing me to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is completed. Any other communication will require the child's Authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested.

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.

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. 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 my fees. **It is very important that you find out exactly what mental health services your insurance policy covers, and whether or not prior authorization is necessary for reimbursement for your initial appointment.**

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, I will provide you with whatever information I can, based on my experience, and I will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

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 work out specific problems that interfere with a person’s usual level of functioning. It may be necessary to seek approval for more therapy after a certain 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 the disclosure of information relevant to the services that I provide to you. I am required to assign a clinical diagnosis. Sometimes I am required to provide additional clinical information, such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I 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. Although all insurance companies claim to keep such information confidential, I 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. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I will provide requested information to your 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.

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

Patient Signature

Date

Emily Driver Moore, Ph.D.

Date