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PSYCHOTHERAPIST-PATIENT SERVICE AGREEMENT

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPPA), 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 purposes of treatment, payment, and healthcare operations. HIPPA requires that I provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment, and healthcare operations. The notice, which is attached to this agreement, explains HIPPA 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 the 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 represent an agreement between us. You may revoke this agreement in writing anytime. That revocation will be binding on me unless I have taken action in reliance on it, if there are obligation 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 successful, you will have to work on things we talk about both during 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.

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 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 setup a meeting with another mental health professional for a second opinion.

MEETINGS:

I normally conduct an evaluation that lasts for approximately two 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 per week or every two weeks at a time we agree upon. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24-hours advance notice of cancellation or unless we both agree that you are unable to attend due to circumstances beyond your control. It is important to note that insurance companies do not provide reimbursement for canceled sessions and I cannot bill them for no-show fees.

Psychological assessments are procedures that are usually requested by another professional who you are working with or may be a procedure that we agree is an appropriate undertaking prior to psychotherapy. Psychological assessments are highly useful for diagnostic clarity and for understanding important psychological dynamics that underlie potential problems.

PROFESSIONAL FEES:

The fee for the initial diagnostic consultation and clinical interview is \$200.00. My regular hourly fees for a 50 – minute to 60-minute individual psychotherapy session is \$125.00, 20-minute to 30-minute is \$110.00. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will breakdown the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations, consulting with other professionals on your behalf, preparation of records or treatment summaries, and the time spent performing any other service required 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 cost even if I am called to testify by another party. I charge \$215.00, accrued in 15 minute intervals for preparation and attendance at any legal proceeding.

CONTACTING ME:

Due to my work schedule, I am often not immediately available by telephone. While I am usually in the office between 9:00 a.m. and 3:00 p.m. Monday to Friday, I most likely will be unable to accept phone calls when I am with a patient. When I am unavailable, my telephone is answered by an answering machine. I will make every effort to return your call on the same day or following day 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 you are unable to reach me and feel that you cannot wait for me to return your call, you may contact your family physician, go to the nearest emergency room, or contact your local emergency mental health community organization. In Steuben, contact, 607-776-6577, and in Allegany County, contact 585-593-6300.

LIMITS OF 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 HIPPA. 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:

1. 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 professions are also legally bound to keep the information confidential. If you do not 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.
2. I have made contracts with a collection agency as well as with an independent billing service. As required by HIPPA, I have a formal business associate contract with these businesses in which they promise to maintain confidentiality of this data, except if specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of these organizations and/or a blank copy of this contract.
3. Disclosure is required by health insurers or to collect overdue fees as discussed elsewhere in this agreement.
4. If a patient threatens harm to himself/ herself or threatens to harm another individual with serious intent, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection. I am required by law to make a report to the appropriate avenues if I suspect child abuse.
5. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problem, it is important that we discuss any questions or concerns that you may have now or in the future. The law of 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.

These are some situations where I am permitted or required to disclose information without either your consent or authorization:

1. If you are involved in a court proceeding and a request is made for information concerning the psychological services that I provided you, such information is protected by the psychologist-patient privilege law. I 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 me to disclose information.
2. If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
3. If a patient files a complaint or lawsuit against me, I may disclose information regarding the patient in order to defend myself.
4. If I am providing treatment for conditions directly related to Worker's Compensation claim, I may have to submit such records upon appropriate request to the Chairman of the Worker's Compensation Board on such forms and at such time as the Chairman may require.

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.

1. If I receive information in my professional capacity from a child or parents, guardians, or other custodians of a child that give me reasonable cause to suspect that a child is an abused or neglected child, the law requires that I report to the appropriate governmental agency, usually the Statewide Central Register of Child Abuse and Maltreatment or the local Child Protective Services office. Once such a report is filed, I may be required to provide additional information.
2. If a patient communicates an immediate threat of serious physical harm to an identifiable victim, I may be required to take protective action. These actions may include notifying the potential victim, contacting the police, or seeing hospitalization for the patient.

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.

PROFESSIONAL RECORDS:

The laws and standards of my profession require that I keep protected health information about you and your clinical record, except in unusual circumstances that involves 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 75 cents per page. In certain circumstances, I have the right to refuse your request for access to your records. You do have a right to review this refusal, which I will discuss with you upon request.

PATIENT RIGHTS:

HIPPA provides you with several new or expanded rights with regard to your clinical records and disclosure of protected health information. These rights include requesting that I amend your record, requesting restrictions on what information from your clinical record is disclosed to others, requesting an accounting of most disclosures of protected health information that you have neither consented 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 AND PARENTS:

New York law give children of any age the right to independently consent to and receive mental health treatment without parental consent if they request it and I determine that such services are necessary and requiring parental consent would have a detrimental affect on the course of a child's treatment. In that situation, information about the treatment cannot be disclosed to anyone without the child's agreement. Even where parental consent is given, children over age 12 have the right to control access to their treatment records. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment, particularly with younger children. Therefore, it is my policy not to provide treatment to a child under age 12 unless he/she agrees that I can share whatever information I consider necessary with his/her parents.

For children age 12 or over, I request an agreement between my patient and his/her parents allowing me to share general information about the progress of the child's treatment in his/her attendance of scheduled sessions. I will also provide parents with the summary of their child's treatment when it is complete. Any other communications 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 PAYMENT:

You will be expected to pay for co-pays for each session at the time sessions are held, unless we agree otherwise. If you have insurance coverage that requires other arrangement for payment, we will be happy to bill insurance companies on your behalf. If it is clear how much insurance companies will cover and there is a balance expected of the patient after insurance coverage, you may be expected to pay this at the time the service is rendered.

If your account has not been paid for more than 60 days and arrangements for payments 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 requite 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 cost of services provided, and the amount due. If such legal action is necessary, its cost 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, it is important to note that you and 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.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my 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, I will be willing to call the company on your behalf.

Due to rising cost of healthcare, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. Managed healthcare plans, such as HMO's and PPO's, often require an authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to workout 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 that I provide it with information relevant to the services that I provide to you. I am required to provide clinical information, such as treatment plans or summary or copies of your entire clinical records. 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. Though 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 can provide requested information to your carrier.

Once we have all 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, unless prohibited by contract. Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

Your signature below also indicates that you have read and understood the Patient Service Agreement form and it also serves as an acknowledgment that you have received a copy of the HIPPA notice form.

Laura A. Demarco, Ph.D.
Clinical Psychologist

Client Signature

Date