

Hampden Psychological Consultation, PLLC

Caring for Women and Children

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OUTPATIENT THERAPY AGREEMENT

Welcome to our practice. This document contains important information about our professional services and business policies. We have tried to be thorough in discussing different questions and issues, and we have tried to use clear language, instead of legal terms. The Agreement also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a 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 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 personal health information 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. That revocation will be binding on us, unless we 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

Hampden Psychological Consultation, PLLC, provides consultation and treatment services for persons seeking psychological consultation and/or treatment. Persons seeking such treatment can be referred to this treatment by another provider, although this referral is not necessary for consultation and treatment. Consultation may include psychological assessment, clinical interview, review of medical records, and/or discussion of your needs with referring providers. While participating, you may be asked to complete a variety of questions or tests related to your psychological functioning. As part of the initial consultation, you will be provided with our understanding of your psychological health, along with recommendations for treatment, if indicated. We are happy to provide further information about any of our treatments or procedures or alternatives to psychological treatment. You may choose to discontinue participation in assessment or treatment at any time.

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.

If you are seeking individual psychotherapy and you are in a relationship, you should be informed that individual therapy can contribute to personal growth. It is possible this growth could lead to changes in your interpersonal relationships that may be positive or negative for you. If maintaining or improving an interpersonal relationship is your number one objective, it might be in your best interest to pursue couples' or family therapy in addition to or instead of individual work.

Active participation. For this type of treatment to be successful, it will call for you to take an active role. Psychotherapy is not like a medical doctor visit. For treatment to be successful, you will have to work on things we talk about during our sessions and at home.

SESSIONS

Determining treatment options. Our first 1-3 meetings will involve an evaluation of your needs. By the end of the consultation, we will be able to offer you some impressions of what our work will include and a treatment plan we might 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 this psychologist. Therapy involves a large commitment of time, money, and

energy, so you should be very careful about the therapist you select. It is important to feel comfortable with your therapist. 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 45 minutes long and usually occur on a weekly basis in the beginning of treatment, often decreasing to less frequent appointments as treatment progresses, depending on your clinical needs and other financial or insurance company 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 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 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. We perform different types of evaluations for different purposes and the rates vary accordingly. Before you come in for an evaluation, we will discuss rates with you. Psychotherapy is typically billed as an hour of total service (\$150.00). Psychological testing is billed at an hourly rate, but the total cost will vary significantly, depending on the type of testing conducted. For example, a standard adult personality assessment will typically take three hours to complete (\$375), but evaluation of a child can take eight hours to complete (\$1000). An eating disorder evaluation will typically take four hours to complete (\$500).

Typically, we will request that you pay the cost of your treatment up front at the time of treatment. We will provide for you a "Superbill," which will serve as a receipt, if you desire to seek reimbursement for the service from your insurance company or tax-deferred medical care account. This reduces the amount of time required by us for non-treatment related issues (e.g., billing, negotiating payment with insurance companies). In addition, if you choose not to submit this claim to your insurance company, this action prevents your personal information from potentially being placed in an electronic record that can have unforeseen consequences to you down the road. 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. Due to providing payment at the time of service, your fee will be discounted accordingly.

Payment is due before session. Your portion of payment is due at time of service, paid *before* the session. For psychological testing, half the estimated fee is requested prior to scheduling the initial assessment (e.g., \$225.00 for an adult personality assessment, \$500 for a comprehensive child psychological assessment, \$250 for an eating disorder evaluation). If you plan to utilize insurance for reimbursement, it would likely be in your best interest to talk to your insurance company directly about this issue prior to beginning consultation. If the insurance company inadvertently pays us, we will return this payment directly to the insurance company.

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

- a) Your insurance may impose a limit to the number of sessions allowed.

- b) 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 still be responsible for the amount due. 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.

No-Show and short-notice cancellations.

Short-notice cancellations (<24 hours) will result in a charge for the full fee (\$150.00 hr.) or the agreed upon fee for that scheduled testing time (the portion of the testing fee paid in advance). This fee needs to be paid prior to the next scheduled session.

Legal proceedings. If you become involved in legal proceedings that require our participation (e.g., a custody hearing), 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 \$300 per hour for preparation and travel and \$420 per hour for actual testimony or deposition time. For legal proceedings, we require payment of \$1,200 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 \$1,200 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 you wish to receive reimbursement from your insurance company, you should be aware that your contract with your insurance company may require that you authorize us to provide it with information relevant to the services provided. We are required to provide a clinical diagnosis. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. By signing this agreement, you agree that we can provide requested information to your carrier. We can discuss with you what we can expect to accomplish with the benefits and financial resources available, and what will happen if they run out before you feel ready to end your sessions.

CONTACTING YOUR PSYCHOLOGIST

Often, we are not available immediately by telephone. We do not answer our phone, when we are in a meeting with a client. When we are unavailable, our telephone is answered 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 and feel that you cannot wait for a return call, please call a local crisis line or go to your local emergency room. In a situation where serious harm may occur, call 911 or get safe transportation to the nearest hospital emergency room. If your psychologist will be unavailable for an extended time, he/she may provide you with the name of a colleague to contact, if you request it.

PROFESSIONAL RECORDS

Laws and standards of our profession require that we keep Protected Health Information about you in your clinical record. Except in unusual circumstances where disclosure would physically 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 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, which 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 request. Instead, we would ask for you to contact the provider who created the records and obtain copies directly from her or him.

Your mental health records will be maintained through the use of computer and paper filing systems. Hampden Psychological Consultation, PLLC, is committed to making every reasonable effort to ensure the confidentiality of your mental health record. It is our office policy to retain clients' entire records for seven years after the end of our work together. A summary will be maintained for 15 year from the last contact. For minors, the full record will be maintained until three years after the age of majority. A treatment summary will be maintained for at least 15 years after the age of majority. In the event of the death of a psychologist, medical records can be obtained by contacting another psychologist in this practice or our legal counsel, Charles Gilbert, Esq.

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 we 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 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 and, in that situation, information about that treatment cannot be disclosed to anyone, without the minor child's agreement. 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 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 ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient 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/or 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 practice with more than one psychologist. Some staff may see some information for the purposes of scheduling, billing, quality assurance, cross-coverage, or archival research. In our practice, there is one chart per patient, and any psychologist who treats that patient will have access to that chart. All psychologists have been given training about confidentiality and protecting your privacy.
- Your psychologist may occasionally find it helpful to consult with or seek supervision from other health and mental health professionals about a case. The other professionals are also legally bound to keep the information confidential. If you do not object, we will not tell you about these consultations, unless we feel it is important to our work together.
- Hampden Psychological Consultation, PLLC, receives services from a computer service professional, an accountant, an attorney, a secretary, a housekeeper, an attorney, and the building landlord. As required by HIPAA, we have a formal business associate contract with these individuals, 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 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.

There are some situations in which we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm, and we may have to reveal some information about a patient's treatment.

- 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.

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, we cannot provide expert opinions about matters such as your parenting abilities. You should hire a different mental health professional for any evaluations or testimony you require in this regard. This position **is** based on two considerations: 1) Our statements may be seen as biased in your favor because we have a therapy relationship; and 2) The testimony may affect our therapy relationship, and this relationship is our first priority.

Sometimes, people wonder if they could build a friendship with their psychologist 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 may see you in the community. In the interest of protecting your confidentiality, we will generally not say hello, unless you say hello first. If you initiate conversation, we will respond, but otherwise, we 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, this is simply intended to protect your confidentiality, in case someone present might infer that since we know you, then you must be a client.

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

Name

Date

Signature of Psychologist