

Integral Psychology Circle



OUTPATIENT SERVICES CONTRACT

PSYCHOLOGIST-CLIENT DISCLOSURE STATEMENT AND SERVICES AGREEMENT

Welcome to our practice. This document (the Agreement) contains information about my professional services and business policies. It also contains information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides privacy protections and client rights regarding 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, which is attached to this Agreement, 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. 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. 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 to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

PROFESSIONAL LICENSE

Sudi Kash, Ph.D., Licensed Psychologist, New York License # 012483

Joel Lord, Ph.D., Licensed Psychologist, New York License # 012972

Sherry Tankersley, PhD., Licensed Psychologist, New York License # 021029

BEGINNING AND ENDING THERAPY

Psychotherapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. For this reason, you are invited to interview me to ask about my clinical training, professional experience, credentials, therapeutic orientation, methods and policies.

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 reach your goals. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. If you have questions about my procedures, we should discuss them whenever they arise. If you have persisting doubts, it may be helpful set up a meeting with another mental health professional for a second opinion.

Psychotherapy is not easily described. It varies depending on the personalities of the therapist and client, 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 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. There are no guarantees of what you will experience.

You have the right to end therapy at any time. It is best if this decision is made in consultation with your therapist so that ample time can be devoted to reflecting together on your progress and tying up any loose threads. I also reserve the right to discontinue meeting with you if you do not keep agreements with me, including your financial responsibilities.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client 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 will not reveal the identity of my

client. The other professionals are also legally bound to keep the information confidential. If you don't 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).

- I may contract with various insurance companies and a credit bureau. As required by HIPAA, I must 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, I can provide you with the names of these organizations or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a client threatens to harm him or herself, I may be obligated to seek hospitalization for him or her, or to contact family members or others who can help provide protection.

There are 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 the professional services that I provided you, such information is protected by the psychologist- client 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.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client to defend myself.

There are 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 client's treatment. These situations are unusual in my practice:

- If I receive information in my professional capacity from a child or the parents or guardian or other custodian of a child that gives 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.
- If a client communicates an immediate threat of serious physical harm to an identifiable victim, I may be required to take protective action. This may include notifying the potential victim, contacting the police, or seeking hospitalizing the client. If such a situation arises, I will make every effort to discuss it with you before taking 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. You should be aware that provisions concerning confidential communications do not apply to any delinquency or criminal proceedings. I will do my best to identify to you situations where the rule of confidentiality does not apply if such situations arise during therapy.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health 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 75 cents per page (and for certain other expenses). If I refuse your request for access to your records, you have a right to a review.

CLIENT RIGHTS

HIPAA provides you with several new or expanded rights regarding your Clinical Records and disclosures of protected health information. 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 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 my privacy policies and procedures.

The New York State Education Department Office of the Professions has the general responsibility of regulating the practice of licensed psychologists and other licensed and unlicensed individuals who practice psychotherapy.

NY State Education Department
Office of the Professions
89 Washington Avenue
Albany, New York 12234-1000
Phone: 518-474-3817
Fax: 518-474-1449
E-mail: op4info@nysed.gov

In a professional relationship such as ours, clear boundaries need to be maintained. For example, sexual intimacy between a therapist and a client is never appropriate. If sexual

intimacy occurs, it should be reported to the Office of the Professions.

INSURANCE REIMBURSEMENT [this section is relevant only if you are using your health insurance to help cover my fees]

Certain psychologists are considered in network with certain insurance providers. Please verify in advance whether I am able to accept your insurance as an in-network provider.

Otherwise, my services will be considered out of network. If you have a health insurance, you may still be able to have your insurance reimburse you for some portion of my fees. 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 a clinical diagnosis. In rare cases 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.

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. I will help you fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you are responsible for full payment of my fees.

CONTACTING ME

If you choose to communicate with me by email, you are advised to limit your messages to logistical matters such as scheduling appointments and I will respond to you accordingly. However, communicating with me by email is not recommended because emailing is not secure and confidentiality may be breached. Also, my response time by email is likely to be slower. When I am not immediately available by phone my voice mail will take messages. I will make every effort to return your call on the same day you make it, except for evenings, weekends, holidays and vacations.

In case of a clinical emergency, if you do not hear back from me promptly, and you feel you are facing a life-threatening situation, always call 911 or go to a nearby hospital emergency department.

FEES

Therapy sessions generally run about 45 minutes, leaving me the remainder of the appointment hour to complete paperwork and any necessary phone calls regarding our work together. My standard hourly fee for psychological services is \$150 for each individual therapy visit, unless you request that your fee be set according to a sliding scale, based on factors such as your family income and the number of people supported by this

income. Please note that if you are using insurance your co-payment and the payments I receive from your insurance company are determined by your insurance plan and may be different than the fees set out in this agreement. Besides weekly appointments, I charge my standard hourly fee for other professional services you may need, though I break down the hourly cost if I work for periods of less than one hour. Other services include report writing, phone conversations lasting longer than 5 minutes, consultations with other professionals with your permission, preparation of 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 and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$300 an hour for my professional time spent in consultations with attorneys, report writing, preparation and attendance at any legal proceeding and any other duties I perform relating to such legal matters.

BILLING AND PAYMENTS

You will be expected to pay for each session by cash or check at the time it is held. Unless we agree otherwise or unless you have insurance coverage that requires another arrangement, fees not paid at the time of the visit will be subject to a late penalty fee of \$10. Accounts not paid within 30 days will be subject to additional late penalty fees of \$10/month.

CANCELLED/MISSED APPOINTMENTS

Once an appointment hour is scheduled, you will be expected to pay for it unless you provide **at least 24 hours' notice of cancellation**. Insurance companies do not provide reimbursement for cancelled sessions. Missed appointments are charged at the full session rate. **Appointments cancelled or rescheduled within 24 hours are billed at half the hourly fee.**

PHONE COMMUNICATION

I may need to contact you by phone regarding scheduling or other matters. If calling you at home or at work and leaving a brief message for you would present a problem regarding confidentiality, it is important that you let me know beforehand.

May I call you at home? Yes No

May I call you at work? Yes No

May I leave a message at home? Yes No

May I leave a message at work? Yes No

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE RECEIVED THE FOLLOWING DOCUMENTS AND THAT YOU HAVE BEEN OFFERED AN OPPORTUNITY TO READ IT AND HAVE YOUR QUESTIONS ANSWERED TO YOUR SATISFACTION.

- THERAPY DISCLOSURE AND SERVICES AGREEMENT
- HIPPAA NOTICE

YOUR SIGNATURE ALSO INDICATES THAT YOU AGREE TO ITS TERMS AND UNDERSTAND YOUR RIGHTS AND OBLIGATIONS. PLEASE FEEL FREE TO DISCUSS ANY QUESTIONS OR CONCERNS THAT MAY ARISE.

Client Name (please print)	Client Signature	Date
Sudi Kash, Ph.D.	_____ Clinician Signature	_____ Date
Sherry Tankersley, Ph.D.	_____ Clinician Signature	_____ Date
Joel Lord, Ph.D.	_____ Clinician Signature	_____ Date
