

Behavioral Psychology Associates, P.C.
Behavioral Care Associates, P.C.
PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

Welcome to our practice. This document (the Agreement) contains important information about our professional services and business policies. When you sign the Agreement, it will represent an agreement between us. (Note: You will sign this Agreement on the Billing and Insurance Information page of the paperwork.) You may revoke this Agreement in writing at any time. That revocation will be binding on me unless we have taken action in reliance on it; if there are obligations imposed on us 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.

The Health Insurance Portability and Accountability Act (HIPAA) requires that we offer you our Notice of Privacy Practices (NPP). The NPP explains HIPAA and its application to your personal health information in greater detail. A copy of our NPP can be obtained upon request or on our website (www.behavioralpsych.com). The law requires that we obtain your signature acknowledging that we have offered you this information. When you sign the Agreement, it is verification that you have been offered our NPP. We can discuss any questions that you have about our privacy practices during any of our sessions.

Our practice includes two organizations—Behavioral Psychology Associates (BPA) and Behavioral Care Associates (BCA). BPA therapists provide individual, group and family therapy and psychiatric services for patients of all ages. If you have health insurance and the therapist is an in-plan provider, we will submit insurance claims for you and will accept assignment from your insurance company. BCA therapists provide psychological testing, academic coaching and individual, family and group therapy for patients of all ages. BCA patients are required to pay for services at the time of service as BCA therapists are not in-plan for any insurance companies. If you would like to submit a claim on your own, BCA therapists will provide you with a receipt that you may submit to your insurance carrier.

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 we 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. 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 may 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 45 to 50 minute session per week at a time we agree on, although some sessions may be longer or may be more or less frequent. Please note that, unless you have requested that we call, we do not call to confirm your appointment. Please be aware that you are responsible for remembering the date and time of your appointment whether or not we leave a confirmation call. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation (unless I feel that you were unable to attend due to circumstances beyond your control). It is important to note that insurance companies do not provide reimbursement for cancelled sessions.**

PROFESSIONAL FEES

My fee schedule is available upon request. In addition to weekly appointments, I charge for other professional services you may need, such as report writing, telephone conversations lasting longer than 15 minutes, consulting 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, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$100 per 15 minutes for preparation, transportation, and attendance at any legal proceeding. Please note that it is our policy to avoid being a party to litigation under most circumstances.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. My hours vary from day-to-day. When I am unavailable, my telephone is answered by voice mail that I monitor frequently. I will make every effort to return your call on the same day you make it, with the exception of holidays, vacation days, and other days off. If you are difficult to reach, please inform me of some times when you will be available. In emergencies, you can follow our emergency back-up protocol as instructed on our voice mail. The therapist on call will contact you as soon as possible. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room. If I will be unavailable for an extended time, our office will provide you with the name of a trusted colleague to contact, if necessary.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist/psychiatrist. 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 and/or Illinois law. In many cases, I will ask that you sign a BPA/BCA form to release information, even if you have already completed a form designed by another individual/agency. However, in some situations, no authorization is required. At BPA/BCA, we will follow both HIPAA and Illinois law with regard to protecting and releasing information. If you have questions about a specific confidentiality issue, please feel free to ask.

There are some situations in which I am legally obligated to take actions which I believe are necessary to attempt to protect you or others from harm, and I may have to reveal some information about a patient's treatment. These situations are unusual in my practice.

- If I have reasonable cause to believe that a child under 18 known to me in my professional capacity may be an abused or neglected child, the law requires that I file a report with the local office of the Department of Children and Family Services.

- If I have reason to believe that an adult over the age of 60 living in a domestic situation has been abused or neglected in the preceding 12 months, the law requires that I file a report with the agency designated to receive such reports by the Department of Aging.
- If you have made a specific threat of violence against another or if I believe that you present a clear, imminent risk of serious physical harm to another, I may be required to disclose information in order to take protective actions. These actions may include notifying the potential victim, contacting the police or seeking hospitalization.
- If I believe that you present a clear, imminent risk of serious physical or mental injury or death to yourself, I may be required to disclose information in order to take protective actions. These actions may include seeking your hospitalization or contacting family members or others who can assist in protecting you.

If such a situation arises, I will make every effort to discuss it with you before taking any action, as appropriate, 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 actions, 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 Protected Healthcare Information (PHI) about you in your Clinical Record. Professional records can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that if you need your records, that you review them in the presence of a designated member of our staff or have them forwarded directly to another health professional. Please note that Psychotherapy Notes may not be released without an appropriately completed Authorization.

MINORS AND PARENTS

Patients under 12 years of age and their parents should be aware that the law allows parents to examine their child's treatment records. Parents of children between 12 and 18 cannot examine their child's records unless the child consents and unless I find that there are no compelling reasons for denying the access. Parents are entitled to information concerning their child's current physical and mental condition, diagnosis, treatment needs, services provided, and services needed. Since parental involvement is often crucial to successful treatment, in most cases, I require that patient between 12 and 18 years of age and their parents enter into an agreement that allows parents access to certain treatment information. If everyone agrees, during treatment, I will provide parents with general information about the progress of their child's treatment, and his/her attendance at scheduled sessions. I may also provide parents with a summary of treatment when it is complete. 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. Fees for professional services are listed in our fee schedule. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, BPA/BCA has the option of using legal means to secure the payment. This may involve using our collection agency 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, address, employment information, and telephone numbers, 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 (BPA Patients)

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. For insurance carriers that I am in-plan, I will fill out and submit 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.

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 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" plan 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. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, you have the option of paying for my services on your own or I will do my best to find another provider who will help you continue your psychotherapy.

You should also be aware that your contract with your health insurance company requires that you authorize me to provide it with information relevant to the services that I provide to you. If you are seeking reimbursement for services under your health insurance policy, you will be required to sign an authorization form that allows me to provide such information. I am required to provide 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. 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.

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 by yourself to avoid the problems described above (unless prohibited by contract).

AGREEMENT (BCA AND BPA Patients)

Your signature on the second page of the Patient Information and Billing Form indicates that you agree to abide by the terms of this Agreement during our professional relationship.