

CLINICAL ASSOCIATES

of TIDEWATER

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PROVIDER-PATIENT SERVICES AGREEMENT

Welcome to Clinical Associates of Tidewater. This document (the Agreement) contains important information about our 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 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 is attached to this Agreement, 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 the end of your first 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 unless: your provider already has taken action with the Agreement in force; there are obligations imposed on your provider by your health insurer in order to process or substantiate claims made under your policy; or you have not satisfied any financial obligations you have incurred.

ASSESSMENT AND PSYCHOTHERAPY SERVICES

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.

During initial sessions, you can jointly decide if your provider is the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, your provider will usually schedule 45- to 50-minute sessions (one appointment hour is 45 to 50 minutes duration) on a schedule agreed upon. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation [unless you and your provider agree 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.**

PSYCHIATRIC SERVICES

Psychiatric services begin with an initial psychiatric evaluation of 45 to 60 minutes to assess the need for medication treatment. Psychiatric medications have been shown to be effective in treating a number of psychiatric illnesses including depression, bipolar disorder, schizophrenia, various anxiety disorders, and attention deficit hyperactivity disorder. As with any medication, psychiatric medications can have side effects that range from mild to serious. Typically, your psychiatrist will discuss medication risks, benefits, and side effects with you before starting medication treatment. If you and your psychiatrist agree to begin treatment, your response to medication will be closely monitored during subsequent follow-up appointments that typically last 15-30 minutes.

As long as you are receiving medication prescribed by a psychiatrist, you are expected to keep regular medication follow-up visits in order to follow your progress and any potential side effects related to medication treatment. The frequency of these visits will vary but visits typically are more frequent at first and less frequent later as symptom improvement stabilizes. The frequency of visits will be determined and discussed with you by your psychiatrist based on your individual situation.

CONTACTING YOUR PROVIDER

During the weekday, our telephone is answered by our office staff, who will take a message. After hours, we have an answering service and an on-call psychologist. Your provider will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform the staff of some times when you will be available. If there is a life or death emergency, call 911. You may attempt to notify your provider after the situation is stabilized to safety.

Psychiatric emergencies can have fatal consequences and frequently require hospitalization to provide care for those who have become a danger to themselves or others, or who are unable to care for themselves. In addition, many medical emergencies present with psychiatric symptoms. It is never a good idea to handle psychiatric emergencies without an exam. Therefore, we ask that you call 911 or take yourself or the individual having the emergency to the nearest Emergency Room for a full evaluation. If you have an urgent need during office hours, our staff will assist you in

reaching your psychiatrist. After hours, the answering service will attempt to reach your psychiatrist. Generally, this method will result in a response that may take up to several hours. However, in true emergencies, please utilize 911 and the nearest Emergency Room.

Prescriptions: Your psychiatrist generally will provide you with an adequate supply of medication to last until your next follow-up appointment. Please check your bottle or contact the pharmacy for refill information prior to contacting the office to request refills. Our general policy is to distribute handwritten prescriptions to ensure appropriate monitoring and distribution of all medications. Please be aware that non-compliance with appointments or mishandling of medications may result in discontinuation or weaning of medication and termination of services. Prescriptions can only be picked up during normal business hours Monday through Friday and require a 48-hour notice to ensure proper handling of all requests.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and his/her provider. In most situations, information about your treatment can only be released to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that only require that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- Your provider may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, every effort will be made to avoid revealing your identity. The other professionals are also legally bound to keep the information confidential. If you do not object, you will not be told about these consultations unless your provider feels that it is important to your work together. All consultations will be noted in your Clinical Record (which is called "PHI" in the Notice of Provider's Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that this is a group psychological practice and that administrative staff are employed here. In most cases, protected information will need to be shared with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice.
- We also have contracts with a variety of business personnel such as accounting, legal, billing, and technical consultants. As required by HIPAA, we have a formal business associate contract with these businesses, in which they promise to maintain the confidentiality of any data except as specifically allowed in the contract or otherwise required by law. If you wish, you can be provided with the names of these organizations and/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 patient threatens to harm himself/herself, your provider may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

There are some situations where your provider is 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 provider-patient privilege law. No information can be provided without your (or your legal representative's) written authorization or a Court order. If a subpoena is served on your provider with appropriate notices, information may need to be released in a sealed envelope to the Clerk of the Court issuing the subpoena. If you are involved in or are contemplating litigation, you should consult with your attorney to determine whether a Court would be likely to order your provider to disclose information.
- If a government agency is requesting the information for health oversight activities, your provider may be required to provide it for that agency.
- If a patient files a complaint or lawsuit against his or her provider, that provider may disclose relevant information regarding that patient for his or her own defense.
- If a patient files a Worker's Compensation claim, the provider must, upon appropriate request, provide a copy of any mental health report.
- If a licensed health care provider is in treatment and his/her competence to practice is in question, then the provider must notify the appropriate regulatory Board.
- If a patient has provided evidence that a health care professional may have violated laws, regulations, or standards of competent care, then, under certain circumstances, the provider must notify the appropriate regulatory Board.

There are some situations in which your provider is legally obligated to take actions that are believed necessary to attempt to protect others from harm, and your provider may have to reveal some information about a patient's treatment. These situations are unusual in our practice.

- If there is reason to suspect that a child is abused or neglected, the law requires that a report be filed with the appropriate governmental agency, usually the Department of Social Services. Once such a report is filed, your provider may be required to provide additional information.
- If there is reason to suspect that an adult is abused, neglected or exploited, the law requires that a report be filed with the Department of Welfare or Social Services. Once such a report is filed, your provider may be required to provide additional information.

- If a patient communicates a specific threat of immediate serious physical harm to an identifiable victim and your provider believes he/she has the intent and ability to carry out the threat, your provider is required to take protective actions. These actions may include notifying the potential victim or his/her guardian, contacting the police, or seeking hospitalization for the patient.

If such a situation arises, your provider will make every effort to fully discuss it with you before taking any action and 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 you discuss with your provider 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.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, Protected Health Information (PHI) about you is kept in your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that are received from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself, 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, it is recommended that you initially review these records in the presence of your provider or have them forwarded to another mental health professional so you can discuss the contents. Your provider sometimes may be willing to conduct this review meeting without charge. In most circumstances, your provider is allowed to charge a customary copying fee as well as for other expenses. The exceptions to this policy are contained in the attached Notice Form. If your provider refuses your request for access to your records, you have a right of review, which will be discussed with you upon your request.

In addition, your provider also may keep a set of Psychotherapy Notes. These Notes are for your provider's own use and are designed to assist your provider in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of your conversations, your provider's analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to your provider that is not required or appropriate to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless your provider determines that such information does not exist or cannot be found, or such disclosure would be injurious to your health or well-being.

PATIENT RIGHTS

HIPAA provides you with several rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that your provider 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 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. Your provider is happy to discuss any of these rights with you.

MINORS & PARENTS

Children of any age have the right 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 child's agreement. While privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, parental involvement is also essential to successful treatment, particularly with younger children, and this requires that some private information be shared with parents. It is our policy not to provide treatment to a child under age 18 years unless he/she agrees that the provider can share whatever information is considered necessary with his/her parents. Generally, this information addresses the progress of the child's treatment and his/her attendance at scheduled sessions. Any other communication will require the child's authorization, unless it is felt that the child is in danger or is a danger to someone else, in which case, the provider will notify the parents of such concerns. Before giving parents any information, this matter will be discussed with the child, if possible, and the provider will do his/her best to handle any objections the child 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, we 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 your provider to disclose otherwise confidential information. In most collection situations, the only information released 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. We

will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our 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, your provider will provide you with whatever information he/she can based on our 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, we 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 that your provider provide it with information relevant to the services that are provided to you. Your provider is required to provide a clinical diagnosis and brief substantiation of that diagnosis. Sometimes your provider is required to provide additional clinical information. This information is limited to the dates of treatment and a brief description of the services provided, including the type of therapy provided. 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. We will provide you with a copy of any report that is submitted, if you request it. By signing this Agreement, you agree that we can 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 these 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.

Patient or Patient Representative

Date

Provider/Witness to signature
Rev. 03/24/2011

Date