

Patient-Therapist Agreement

Welcome to the *Center for Body, Movement and Mindfulness-based Therapy*. 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 went into effect in April 2003 and provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI). 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, attached to this Agreement, explains HIPAA and its application to your personal health information. The law requires that we obtain your signature acknowledging that we have provided you with this information by the end of your first session. 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 your therapist unless he or she has taken action in reliance on it or if you have not satisfied any financial obligations you have incurred.

THERAPY SERVICES

Therapy can vary depending on the personalities of the therapist and patient, and the particular problems you are experiencing. There are many different methods your therapist may use to deal with the problems that you hope to address. In order for therapy to be most successful you will have to make an active effort to work on things talked about both during your sessions and at home.

Therapy can have benefits and risks. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, sometimes to achieve these goals, therapy may involve discussing unpleasant aspects of your life and you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness.

Your first session(s) will involve an evaluation of your needs. By the end of the evaluation, your therapist will be able to offer you some first impressions of what your therapy work will include and a treatment plan to follow, if you decide to continue with therapy. Therapy involves a large commitment of time, money, and energy, so you should feel comfortable with the therapist you select and with the plan presented to you. If you have questions about our 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.

MEETINGS

After your initial evaluation, we will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree on, although this can vary in frequency. Once an appointment hour is scheduled, you are expected to pay for it unless you provide 48 hours advance notice of cancellation. Emails are not accepted for advance notice of cancellation.

PROFESSIONAL FEES

Initial Evaluation \$120

Individual Session \$85

Family/Couples Session \$110

Group Therapy Session \$ 45

In addition to weekly appointments, we charge \$100 per hour for other professional services you may need, though we will break down the hourly cost if we work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than

10 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 us. If you become involved in legal proceedings that require our participation, you are expected to pay for all of our professional time, including preparation and transportation costs, even if we are called to testify by another party. Because of the difficulty of legal involvement, we charge \$250 per hour for preparation and attendance at any legal proceeding.

CONTACTING US

We do not interrupt our sessions with patients to take phone calls, therefore we are often not immediately available by telephone. When we are unavailable, your call will be forwarded to our voice mail that we monitor frequently. We 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 us of some times when you will be available. If you are unable to reach us and feel that you can not wait for a return call, you can call 911 or contact the nearest emergency room.

BILLING AND PAYMENTS

You are expected to pay for each session at the time it is held, unless we agree otherwise. We do charge interest of 1 1/2 % per month on accounts that are 30 days past due. If your account is unpaid 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 us to disclose otherwise confidential information. In most collection situations, the only information we release regarding a patient's treatment is his/her name, address, 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

Services at the Center for Body, Movement and Mindfulness-based therapy are available only through self-pay. We do not file insurance claims or submit treatment plans required for insurance disbursement. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. We will provide you with a receipt for payment to help you receive any benefits to which you may be 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.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a therapist. 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 Maryland law. However, in the following situations, **no authorization is required**:

- We may occasionally find it helpful to **consult other health and mental health professionals** about a case. During a consultation, we make every effort to avoid revealing your identity. The other professionals are also legally bound to keep the information confidential.
- You should be aware that we may employ **administrative staff**. In most cases, we need to **share protected information with these individuals for administrative purposes, such as scheduling, billing and quality assurance**. All staff have been given training about protecting your privacy.
- If you are involved in a court proceeding, we cannot provide any information without your written authorization, or a **court order**.
- If a **government agency** is requesting the 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.

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. These situations are unusual in our practice.

If we have reason to believe that a **child or vulnerable adult has been subjected to abuse or neglect, or that a vulnerable adult has been subjected to self-neglect, or exploitation**, the law requires that we file a report with the appropriate government agency, usually the local office of the Department of Social Services.

If we know that a patient has a propensity for violence and the patient indicates that he/she has the **intention to inflict imminent physical injury upon a specified victim(s)**, we may be required to take protective actions. These actions may include establishing and undertaking a treatment plan that is calculated to eliminate the possibility that the patient will carry out the threat, seeking hospitalization of the patient and/or informing the potential victim or the police about the threat.

If we believe that there is an **imminent risk that a patient will inflict serious physical harm or death on him/ herself**, or that immediate disclosure is required to provide for the patient's emergency health care needs, we may be required to take appropriate protective actions, including initiating hospitalization and/or notifying family members or others who can protect the patient.

If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit our disclosure to what is necessary.

PROFESSIONAL RECORDS

The laws and standards of our profession require that we keep Protected Health Information about you in your Clinical Record. You may examine and/or receive a copy of your Clinical Record, if you request it in writing. If your therapist feels that disclosure of your Clinical Record is likely to endanger the life or physical safety of you or another person, you have a right to a summary and to have your record sent to another mental health provider. 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, we are allowed to charge a copying fee of \$.60 per page (and certain other expenses). If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.

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.

MINORS & PARENTS

Patients under 16 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. While privacy in therapy is very important, particularly with teenagers, parental involvement is also essential to successful

treatment. Therefore, it is usually our policy to request an agreement from any patient between 16 and 18 and his/her parents allowing us to share general information about the progress of treatment and their teen's attendance at scheduled sessions. Any other communication will require the teen's authorization, unless we feel that the teen 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 teen, if possible, and do our best to handle any objections he/she may have.

MARYLAND NOTICE of PRIVACY PRACTICES FORM

Notice of Therapist's Policies and Practices to Protect the Privacy of Your Patient Health Information

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

We may use or disclose your *protected health information (PHI)*, for *treatment, payment, and health care operations* purposes with your *written authorization*. To help clarify these terms, here are some definitions:

- “*PHI*” refers to information in your health record that could identify you.
- “*Treatment, Payment, and Health Care Operations*”
- *Treatment* is when we provide, coordinate, or manage your health care and other services related to your health care. An example of treatment would be when we consult with another health care provider, such as your family physician or another psychologist.
- *Payment* is when we obtain reimbursement for your healthcare. Examples of payment are when we disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
- *Health Care Operations* are activities that relate to the performance and operation of our practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- “*Use*” applies only to activities within our practice group such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “*Disclosure*” applies to activities outside of our practice group, such as releasing, transferring, or providing access to information about you to other parties.
- “*Authorization*” is your written permission to disclose confidential mental health information. All authorizations to disclose must be on a specific legally required form.

II. Other Uses and Disclosures Requiring Authorization

We may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. In those instances when we are asked for

information for purposes out-side of treatment, payment, or health care operations, we will obtain an authorization from you before releasing this information.

You may revoke all such authorizations at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) we have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

III. Uses and Disclosures without Authorization

We may use or disclose PHI without your consent or authorization in the following circumstances:

- *Child Abuse* – If we have reason to believe that a child has been subjected to abuse or neglect, we must report this belief to the appropriate authorities.
- *Adult and Domestic Abuse* – We may disclose protected health information regarding you if we reasonably believe that you are a victim of abuse, neglect, self-neglect or exploitation.
- *Health Oversight Activities* – If we receive a subpoena from the Maryland Board of Examiners of Psychologists, Social Workers, or Professional Counselors because they are investigating our practice, we must disclose any PHI requested by the Board.
- *Judicial and Administrative Proceedings* – If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment or the records thereof, such information is privileged under state law, and we will not release information without your written authorization or a court order. The privilege does not apply when you are being evaluated by a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- *Serious Threat to Health or Safety* – If you communicate to us a specific threat of imminent harm against another individual or if we believe that there is clear, imminent risk of physical or mental injury being inflicted against another individual, we may make disclosures that we believe are necessary to protect that individual from harm. If we believe that you present an imminent, serious risk of physical or mental injury or death to yourself, we may make disclosures we consider necessary to protect you from harm.

IV. Patient's Rights and Therapist's Duties

Patient's Rights:

- *Right to Request Restrictions* – You have the right to request restrictions on certain uses and disclosures of protected health information. However, we are not required to agree to a restriction you request.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing us. On your request, we will send your bills to another address.)
- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI in our mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. We may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, we will discuss with you the details of the request and denial process for PHI.
- *Right to Amend* – You have the right to request an amendment of PHI for as long as the PHI is

maintained in the record. We may deny your request. On your request, we will discuss with you the details of the amendment process.

- *Right to an Accounting* – You generally have the right to receive an accounting of disclosures of PHI. On your request, we will discuss with you the details of the accounting process.
- *Right to a Paper Copy* – You have the right to obtain a paper copy of the notice from us upon request, even if you have agreed to receive the notice electronically.

Therapist's Duties:

- We are required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.
- We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.
- If we revise our policies and procedures, we will provide notice to you of the changes at your first appointment following the change or by mail. A copy of the most current Policies and Practices to Protect the Privacy of Patient's Health Information will also be posted on our Website at www.nperspectives.com.

V. Questions and Complaints

- If you have questions about this notice, disagree with a decision we make about access to your records, or have other concerns about your privacy rights, you may contact Victoria Eisner, M.A. ADTR, NCC, 5710 Newbury Street, Baltimore, MD 21209.
- If you believe that your privacy rights have been violated and wish to file a complaint with Victoria Eisner, you may send your written complaint to Victoria Eisner, M.A. ADTR, NCC, 5710 Newbury Street, Baltimore, MD 21209. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.
- You have specific rights under the Privacy Rule. We will not retaliate against you for exercising your right to file a complaint.

VI. Effective Date, Restrictions, and Changes to Privacy Policy

- This notice will go into effect on April 14, 2003
- We reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. We will provide you with a revised notice by giving you a copy of the revised notice at a session with you or by mailing you a copy of the revision.

