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Professional Service Agreement

Welcome to my practice. Beginning psychotherapy means entering into a professional relationship with the therapist so it is important to clarify issues such as fees, availability, confidentiality, etc. This document (the Agreement) contains important information about my professional services and business policies. It also contains 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). HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of Protected Health Information (PHI) for the purpose of 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 at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully and note any questions you have so that we can discuss them. When you sign this document, it will also constitute 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 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, Rights, and Informed Consent

The purpose of Informed Consent is to ensure that clients are aware of important features of the law and of my office policies; therefore, such issues as professional fees, office coverage, and confidentiality are addressed. A written, informed consent ensures that you have been made aware of all such policies and that you were made aware of them during the initial period of client evaluation (i.e., within the first two to three sessions).

Psychotherapy and psychological evaluations vary depending on the personalities of both 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 and psychological evaluations work best as a collaborative, active effort. In order for psychotherapy to be most successful, you will have to work on things we talk about both within and outside of our sessions. In order for the psychological evaluation to be most successful, you will have to be as open and honest as possible to allow for the most accurate evaluation of the presenting problems.

Psychotherapy and psychological evaluations can have benefits and risks. Since both often involve discussing unpleasant aspects of one's life, you may experience uncomfortable feelings like sadness, guilt, or frustration; however, psychotherapy has also been shown to have many benefits, including better relationships, solutions to specific problems, and significant reductions in feelings of distress.

Psychological evaluations often assist with more accurate diagnoses and recommendations for treatment. Psychotherapy has helped many people, but success is never guaranteed. You have the right to be informed about your therapy, any risks it might involve, and what alternatives there might be. You have the right to be informed about my qualifications to treat you. You have the right to request or refuse any particular technique or to withdraw from therapy at any time. If you could benefit from any treatments I cannot provide, it is my ethical obligation to offer to refer you to someone who can help you. If you wish to examine your records, I will go over them with you and answer any questions you may have. To do this, I request at least one week's notice in order to review the record and prepare to discuss it with you. Your feedback about what you like or do not like about our work together is always welcome. Should you ever feel dissatisfied or concerned about our work, please speak with me about this as soon as possible. An important part of our work together is to discuss the benefits and risks of the choices that you make. You are the final judge of the benefits and risks that therapy holds for you.

Our first few sessions will involve an evaluation of your issues and needs. By the end of the initial 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 opinion of whether you feel comfortable working together. Therapy involves a large commitment of time, money, and energy so you should be careful about the therapist you select. Your questions and concerns are welcomed. If your doubts persist, I will be happy to help you find another mental health professional.

Scheduling Sessions, Cancellations, and Missed Appointments

Sessions are usually 50 minutes in length and once per week although some sessions may be longer or more frequent. I usually conduct an initial evaluation that lasts from 2 to 4 sessions. It's important that regular attendance at sessions be a priority. Consistency and commitment on the client's part are factors contributing to a successful therapeutic outcome. Because impulses not to come to a session may reflect a wish to avoid painful issues central to our work, it is part of the therapy process to discuss such impulses with me. If you cancel or miss three appointments or there is a pattern of cancelling or missing appointments, I will talk with you about possibly taking a break from treatment until such time as you are able to commit to regular appointments.

Your appointment time has specifically been set aside for you. You can cancel a session by leaving a message on my office phone; however, should you cancel with less than 24 hours before your scheduled time or if you miss an appointment without cancelling, there will be a charge of \$130.00 regardless of the reason for the missed session. Insurance companies do not cover charges for missed appointments so you will be responsible for this fee, whether or not you have insurance coverage. **I read and understood the policy for late cancellations and missed appointments.**_____

Professional Fees, Billing, and Payments

The fee for a 50-minute, individual therapy session is \$130.00. A couple's therapy session is billed at \$155.00 for 50 minutes. An initial evaluation session is billed at \$175.00. If I am a participating provider in your insurance plan, it is possible that I have agreed to accept fees that are lower than those listed

above. Telephone conversations lasting more than 10 minutes and other professional time (e.g., conversations with other professionals, report preparation, etc.) that you have authorized, will be billed on a prorated basis of \$130.00 per hour. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time. I charge \$175.00 per hour for preparation, travel, and attendance at any legal proceeding.

You are expected to pay for each session or co-payment at the time of the session, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Please inform me immediately of any change in your insurance policy, including a change in the co-pay amount and/or a change of insurance carrier. It is my policy not to allow clients to accrue balances so that financial stress does not compromise treatment.

If I am not a participating provider with your insurance company, you are expected to pay the full fee each session, and a standard claim form will be given to you at the end of each session which you can submit for reimbursement.

If I am a participating provider with your insurance company, a claim form will be sent directly to them, and you are responsible for paying only your part of the fee each session.

Charges not paid by your insurance company, no matter what the reason, are ultimately your responsibility. Most insurance companies will not pay for such services as report writing or conferences with other professionals, and none will pay for late or missed cancellation charges so you will be billed directly for such expenses.

I use a billing service, Lindee's Billing Service. Please inform me of any billing error so that I may resolve the matter.

I accept payment by cash or check. There will be a charge of \$25.00 for each returned check.

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. 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, including (a) whether there is a preferred provider list you must choose from and whether I'm listed as a preferred provider, (b) whether you need pre-authorization before any services are provided, (c) your co-pay amount, (d) any deductibles, and (e) any maximum limit to the number of sessions per year. Once we have all the information about your insurance coverage, we can 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 treatment.

Your contract with your health insurance company requires that I provide them with information relevant to the services that I provide to you. 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. I have no control over this information once it is in the insurance company's 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 insurance carrier.

Contacting Me and Availability

Please leave messages on my office phone (401-884-9895). I return most phone calls during work hours, but I will not take calls when I'm with a client. I make every effort to return your call on the same day you leave me a message. Please be sure to leave your return number, including area code, and best times to reach you. There is an answering service taking calls when the office is closed; they will call me if you have an emergency that cannot wait until the office re-opens. If you are unable to wait for my return call, you are responsible to contact another safe adult, emergency services at your local community mental health center, your prescribing physician or psychiatrist, Butler Hospital, or another psychiatric facility. If you are at serious or imminent risk or have already harmed yourself, you should call 911 or go directly to the nearest hospital emergency room. The hospital can call me on my office number, and the answering service will then contact me. Should I take time off, I will inform you of the clinician providing coverage in my absence and their contact information.

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 for specific information to be released to specific individuals or institutions. There are other situations that require only that you provide written, advanced 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 make every effort to avoid revealing the identity of my client. The other professionals are also legally bound to keep the information confidential. If you do not 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.
- I have a professional service contract with a medical billing company and also use an answering service. Staff have been trained to maintain the confidentiality of your information except as specifically allowed in the contract or otherwise required by law.
- Disclosures required by health insurers are discussed elsewhere in this Agreement. Disclosures to collect overdue fees: If a client's account is overdue and suitable arrangements for payment have not been agreed to, I have the option of using legal means to secure payment. In most cases, the only information which I would release is the client's name, the type of service, and the amount due.

There are some 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 my professional services, such information is protected by the psychotherapist-patient privilege law. I cannot provide any information without (1) your (or your legal representative's) written authorization, (2) a court order, or (3) a subpoena of which you have been officially notified and failed to inform me that you are opposing the subpoena. 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. Testimony could also be ordered in child custody or adoption proceedings, legal proceedings relating to your emotional condition or psychiatric hospitalizations, or in malpractice and disciplinary proceedings brought against psychologists.
- 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 in order to defend myself.
- If a client files a worker's compensation claim, information that is directly related to that claim must, upon appropriate request, be provided to the Workers' Compensation Commission.

There are some situations in which I am legally bound 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 have reason to know or suspect that a child has been abused or neglected, or has been a victim of sexual abuse by another child, the law requires that I file a report with the Department for Children, Youth and Families. The law also mandates reporting for abuse of disabled persons and the elderly. Once such a report is filed, I may be required to provide additional information.
- If I believe that a client presents a risk to another person or to family members, I am required to take protective actions including warning the potential victim(s), contacting the police, or seeking hospitalization of the client. If a client threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

If such a situation arises, I will make a reasonable effort to discuss it with you before taking any action and I will limit disclosure to what is necessary. **I read and understood the limits on confidentiality.**

Professional Records

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One set constitutes 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 toward those goals, your medical and social

history, your treatment history, any past treatment records that I receive 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. I also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required 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 or penalize you in any way for your refusal. You may examine and/or receive a copy of both sets of records 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 charge a copying fee of \$1.00 per page (plus other expenses such as postage).

Client Rights

HIPAA provides you with several expanded rights with regard to your Clinical Record and disclosures of Protected Health Information. These rights include requesting that I 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 Health 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. I am happy to discuss any of these rights with you.

Authorization for Treatment

I hereby grant my permission to receive psychological treatment from Susan Sabol, Psy.D. This treatment may consist of psychological testing, psychotherapy, psychological consultation, and/or therapeutic intervention.

Client Signature _____ Date _____

Your signature below indicates that you have read and understood this Agreement, have had your questions answered, and agree to abide by its terms during our professional relationship.

Client Signature _____ Date _____

Client Name/Printed _____ DOB _____