

# Baume Psychological Services, P.C.

## THERAPIST-CLIENT SERVICES AGREEMENT

Welcome to the private practice of Baume Psychological Services, P.C. This 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 client 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 your therapist 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 prior to beginning treatment. Although these documents are long and sometimes complex, it is very important that you read them carefully so that we can discuss any questions you have about the procedures.

When you sign this document, it will verify that you have received the Notice of Privacy Practices and will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on us 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.

### **PSYCHOLOGICAL THERAPY SERVICES**

Psychotherapy is not easily described in general statements. 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 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. Because 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; however, 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 our 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.

I normally conduct an evaluation that will 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 60-minute session (one appointment hour of 60 minutes duration) at a time and frequency we agree on. Typically at the beginning of treatment frequency will be weekly or biweekly depending on your current situation. Frequency of sessions may change during the course of your treatment as we periodically review your progress.

**Once an appointment hour is scheduled, you will be expected to pay \$40 dollars unless you provide 48 hours advance notice of cancellation. The \$40 shall be paid at the next session or by the due date on the invoice, whichever comes first. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. An appointment reminder will be sent 3 (three) days prior to your appointment via SMS and/or email to the phone/email provided, unless otherwise opted out. While this system is in place as a courtesy it is still the patient and/or parents responsibility to know when appointments are and cancel according to the cancellation policy.**

## **PROFESSIONAL FEES**

My hourly fee is \$140 per hour. The initial diagnostic interview appointment is \$175. In addition to weekly appointments, I charge a prorated amount (\$15.00 per 5 minute segment) for other professional services you may need. Other services include 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 me. If you become involved in legal proceedings that require my testimony or consultation, you hereby agree 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 \$300 per hour for preparation and attendance at any legal proceeding (2 hour minimum). In addition, because other appointments must be cancelled to allow availability for depositions/court appearances, you will be charged \$500 if these proceedings are cancelled with less than one week's notice. You may pay for our services with cash, personal check, MasterCard, Visa, or Discover.

## **CONTACTING ME**

Due to my work schedule, I am rarely immediately available by telephone. I am in the office periodically throughout the workweek and sometimes on weekends; but I do not answer the phone when I am with a client. When I am unavailable, my telephone is forwarded to voice mail that is monitored frequently whether or not I am physically in the office. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. Please leave both daytime and evening phone numbers, as I often return calls whenever time allows during the day. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact 911, your family physician or the nearest emergency room and ask for the psychiatrist on call. **I do not provide treatment or consultation via email.**

## **LIMITS ON CONFIDENTIALITY**

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

- 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 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 the Notice of Privacy Practices).
- You should be aware that we employ an individual to manage the practice. This person has been given training about protecting your privacy and has agreed not to release any information outside of the practice without my permission. Other individuals may also join the staff. Any new staff member will be given training about protecting your privacy and will agree not to release any information outside of the practice without my permission.
- We also have contracts with a lawyer and an accountant. As required by HIPAA, we have a formal business associate contract with these individuals, 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 individuals 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 you are involved in a court proceeding and a request is made for information concerning the professional services I provided to you, such information is protected by the therapist-client privilege law. I cannot provide any information without your (or your legal representative's) 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.

- To a coroner or medical examiner, in the performance of that individual's duties.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.

There are some 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 have reasonable cause to suspect that a child has been or may be subjected to abuse or neglect or observe a child being subjected to conditions or circumstances that would reasonably result in abuse or neglect, the law requires that I file a report with the Indiana Department of Child Services. Once such a report is filed, I may be required to provide additional information.
- If I have reason to believe that someone is an endangered adult, the law requires that I file a report with the appropriate government agency, usually the adult protective services unit. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates an actual threat of physical violence against an identifiable victim, or evidences conduct or makes statements indicating imminent danger that the patient will use physical violence or other means to cause serious personal injury to others, 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 for the patient.
- If a patient communicates an imminent threat of serious physical harm to him/herself, I may be required to disclose information in order to take protective actions. These actions may include initiating hospitalization or contacting family members or others who can assist in providing protection.

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

## **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, I may 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 towards 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.

Except in unusual circumstances that involve danger to yourself and 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 25 cents per page (and for certain other expenses). If I refuse your request for access to your Clinical Records, you have a right of review, which I will discuss with you upon request.

In addition, I may 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. They also may include information from others provided to me confidentially. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

## **CLIENT 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 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 and the attached Notice form. I am happy to discuss any of these rights with you.

## **MINORS AND PARENTS**

Patients under 18 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. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's agreement, 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.

You should be aware that there is no secretary at our office to supervise children left unattended. Parents' participation in therapy is crucial for the best outcome for your child. As such, I recommend that you attempt to make arrangements for leaving children who are not being seen by me in the care of someone you trust in order to insure their safety and attend sessions with the child you are bringing for therapy. Alternatively, you could bring another adult with you to supervise your other children.

## **BILLING AND PAYMENTS**

You will be expected to pay for services at the time they are delivered, unless prior arrangements are made before starting treatment. For example, payment for therapy sessions is usually expected at the start of session. Appointment reminder system is in place, however, it is ultimately the patient and/or parents responsibility to cancel appointments in time. **Appointments missed or not canceled 48 hours prior to the appointment will result in a charge of \$40 that will be billed at time of next scheduled service or invoiced.** Payment for other professional services (e.g., involvement with legal cases) may require pre-payment or may be paid at your next appointment depending on the situation. Payment arrangements for these services will be discussed and agreed upon prior to any services being conducted. Adult clients age 18 and over are responsible for payments, even if they are listed as a dependent on another insurance policy. However, clients may use a designated credit card for payment if authorized by the card holder as indicated at the end of this document.

If your account has not been paid for more than 60 days due to an unchargeable credit card, lack of response to invoice, and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a client's treatment is his/her name, address and phone number, the nature of services provided, and the amount due. If legal action is necessary, its costs will be included in the claim. If collections are necessary, its costs will be passed on to the client and included by the collections agency. Should your account become delinquent and be placed with a collection agency, you will be responsible for collection fees equaling 25% of any unpaid balance placed for collection. Additionally, you will be responsible for all reasonable attorney fees, court costs, sheriff or service of process fees and any other reasonable costs of collection.

In the event any party to this agreement institutes any action for the enforcement of any rights herein contained or to protect any interests hereunder, the prevailing party shall be entitled to recover from the breaching or defaulting party all reasonable attorney fees incurred in negotiation, mediation, litigation (including trial and appeal), or arbitration with the other party, including legal assistant fees, attorney travel time and expenses, court costs, expenses of litigation, costs of originals and/or copies of depositions, and filing fees incurred.

There is a 3% administration fee for card transactions that is due at the time of payment with card. This is NOT a credit card fee.

### **INSURANCE & EAP 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. I will 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.

If you choose to seek reimbursement from your insurance company for your mental health services, you should 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. 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 yourself and not seek reimbursement to avoid the problems described above.

For those wanting to use EAP sessions authorized by an employer please note that we will accept one course of authorized sessions, which vary according to the employer. EAP is mean for brief assessment and referral, but not for ongoing treatment. Thus, EAP cannot be used with us beyond the initial number of approved sessions even though some EAPs may offer extended sessions for the same issue, different issues, or due to a new calendar year. Following completion of EAP sessions, clients are welcome to transition to their regular insurance plan. Please note that, in order to use EAP benefits, clients are responsible for informing our office of those EAP benefits and to provide us with the authorization number prior to the first session. Otherwise, a client's regular insurance will be billed and EAP cannot be used going forward.

### **FUTURE MODIFICATIONS**

I reserve the right to periodically modify these business practices as needed. Any modifications will be discussed with you prior to implementation. In addition, I reserve the right to periodically adjust my fees and will provide you with 3 months notice prior to increases in fees that are related to your services.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT THE HIPAA NOTICE FORM DESCRIBED ABOVE WAS AVAILABLE FOR MY REVIEW .

\_\_\_\_\_  
Signature of Client (not required for minors)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Client (please print legibly)

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Print Name of Parent/Guardian (please print legibly)