



CLIENT SERVICES AGREEMENT

This Client Services Agreement (CSA) contains important information about BPC&C's professional services and businesses policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides for privacy protections and patient rights regarding the use and disclosure of your Protected Health Information (PHI). I am required to provide you with a Notice of Privacy Practices (NPP) regarding the use and disclosure of PHI for health care treatment, payment, and business practices. The NPP contains a description of HIPAA and its application to your personal health information. I am also required to obtain your signature acknowledging that I have provided you with this information **prior to your first session**. It is very important that you read these documents carefully before our first session. We can discuss any questions you have about the NPP prior to your first appointment or at any time that questions arise. **When you sign this document, it represents an agreement between us. You may revoke this agreement in writing at any time.** That revocation cannot be retroactive and cannot prevent me from meeting obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy, or from taking steps to collect if you have not satisfied any financial obligations you have incurred with BPC&C.

PSYCHOTHERAPY SERVICES

Psychotherapy is a set of psychological interventions designed to help people resolve emotional, behavioral, and interpersonal problems and improve the quality of their lives. There are many different interventions I may use to deal with the problems you hope to address. Engaging in psychotherapy calls for a very active effort on your part. In order for therapy to be most successful, it will be important for you to work on the 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. These feelings are usually transient. On the other hand, psychotherapy also has been shown to have many benefits. Therapy may lead to better relationships, solutions to specific problems, and significant reductions in feelings of distress.

During our first few sessions, I typically conduct an evaluation of your treatment needs. By the end of this evaluation process, 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 in therapy. You are encouraged to evaluate this information along with your own opinions of whether you feel comfortable working with me. As therapy involves a large commitment of time, money, and energy, I strive to provide you with a good fit in matching my therapeutic strategies to your expressed needs and preferences. If you have questions or concerns about my procedures, please feel free to raise them as they arise. Should you desire a second opinion, I will be happy to provide you with a referral to another mental health professional.

PROFESSIONAL FEES

Please review the fee schedule in the Insurance and Financial Summary and Agreement. These service fees cover psychotherapy services and the ordinary administrative tasks necessitated by such service delivery.

On occasion, your circumstances may require other professional services from this practice outside of psychotherapy and ordinary administrative tasks. On such occasions, I will charge a pre-determined amount for such other professional services. Examples of other professional services for which you may be billed include report writing, substantive telephone consultation with you or another professional (with your permission), preparation of treatment summaries or similar records, and the time spent performing any other service you may request. 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.

APPOINTMENTS AND CANCELLATION POLICY

I normally conduct an initial evaluation over the course of your first two or three sessions in order to assess your needs, formulate a diagnosis as required by your insurer, and begin to formulate a treatment plan. Over the course of this initial evaluation, we can both decide if I am the best person to provide the services you need to meet your treatment goals. Usually, we will schedule a weekly 45- to 50-minute session at a time we agree on, although some sessions may be longer or we may choose to meet more frequently in the beginning.



If you find it necessary to cancel a scheduled appointment, you must provide 24 hours prior notice to me by telephone. **Unless a session is cancelled 24 hours in advance, you will be charged for the missed appointment. Additionally, you will be charged the full session fee for any late arrivals.** It is important to note that most insurance carriers do not reimburse for missed sessions. If you frequently cancel, miss, or arrive late to appointments, we will move services toward termination; I will provide you with a referral to another provider in order to meet your on-going service needs.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time of service. Payment schedules for other professional services will be agreed to in advance as the need arises. Credit card information is required prior to the first session and is kept strictly confidential. If credit card information is not provided, then a deposit will be required prior to the first session. Your credit card will not be charged without advance notice to you. Your credit card may be used with advance notice to you to collect outstanding balances unless other arrangements are made. There will be a \$25.00 additional charge for returned checks. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, BPC&C may hire a collection agency or go through small claims court. In most collection situations, the only information I release 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. Additional measures may be necessary if your unpaid balance becomes excessive.

INSURANCE REIMBURSEMENT

I participate in some managed care and insurance agreements, including Medicaid and Medicare. For clients whose insurance I do not accept, I operate on a fee-for-service basis where you, not your insurance company, are responsible for full payment of all service and professional fees. I will provide you with a payment receipt that includes all the necessary information to submit to your insurance company when seeking any reimbursement for which you might be eligible.

If you have health insurance coverage, it will usually provide some coverage for mental health treatment. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services, and it may be necessary to seek approval for more therapy after a certain number of sessions. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's normal level of functioning. Although much can be accomplished in short-term therapy, some patients decide that they need more services after insurance benefits end. Before beginning treatment, it is very important that you ascertain which mental health services your insurance policy covers. If you have questions about the coverage, call your insurance plan administrator.

Sometimes your insurer may require me to provide clinical information such as diagnosis, treatment plans, treatment summaries, or copies of your entire Clinical Record. If so, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. Maryland law prevents insurers from making unreasonable demands for information, but there are no specific guidelines defining what is reasonable. I will provide you with a copy of any report I submit, if you request it. By signing this Client Services Agreement, you agree that I can provide requested information to your carrier.

CONTACTING ME

I am usually in the office between 9:00am and 6:00pm; however, my session schedule may preclude me from answering your call immediately. You may leave a confidential voicemail message. I will make every effort to promptly return your call. Response times are likely to be longer on weekends and holidays. 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 cannot wait for my return call because you are experiencing a crisis, contact your family physician or the nearest emergency room and ask for the therapist on call. If I will be unavailable for an extended period of time, I will provide you with contact information for my back-up therapist, should you find it necessary to contact her.

I do have an email account that you may use to contact me. However, if you choose to communicate with me by email, please be aware that email is not a secure form of communication and your confidentiality cannot be assured. I recommend limiting email use to scheduling and basic logistics. Please speak with me for further details if you have any questions regarding the specific use of email.



LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient 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 Maryland 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 patient. These other professionals are also legally bound to keep information confidential. Unless you object, I will only tell you about these consultations if I feel that it is important to our work together. All consultations will be noted in your Clinical Record.
- From time to time, I may employ administrative staff. In most cases, I need to share protected information with these individuals for administrative purposes, such as scheduling, billing, and quality assurance. Any administrative staff I employ are given training about protecting your privacy and have agreed not to release any information outside of this practice without my permission.
- 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 your diagnosis and treatment, such information is protected by the therapist-patient privilege law. I cannot provide any information without your written authorization or a court order. If you are involved in or contemplating litigation, 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.
- If a patient files a complaint or lawsuit against me, state law permits me to disclose relevant information regarding that patient in order to defend myself.

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

- If I have reason to suspect 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 I file a report with the appropriate government agency, usually the local office of the Department of Social Services. Once such a report is filed, I may be required to provide additional information.
- If I 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), I may be required to take protective actions. These actions may include establishing and undertaking a treatment plan targeted 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 I believe that there is an imminent risk that a patient will engage in potentially life-threatening behaviors or that immediate disclosure is required to provide for the patient's emergency health care needs, I 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, I will make every effort to fully discuss it with you before taking any action, and I will limit the disclosure to what is necessary.

While this written summary of exceptions to confidentiality aims to inform 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 in situations where specific guidance is required, formal legal advice may be needed.

USE OF REPORTED INFORMATION

Some of your reported information may be used for administrative or research purposes or both; any use of such information will be in aggregate (group) form, and you will not be personally identifiable either directly or indirectly. I will be happy to answer any questions that you may have regarding these issues.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information (PHI) about you in your Clinical Record. You may examine and/or receive a copy of your Clinical Record if you request it in writing. In unusual circumstances in which disclosure is reasonably likely to endanger the life or physical safety of you or another person, I may refuse your request. In those situations, 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, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so that you can discuss the contents. In most circumstances, the State of Maryland permits a copying fee and certain other expenses. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

CLIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of PHI. 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 PHI that you have neither consented to nor authorized; determining the location to which PHI disclosures are sent; having any complaints you make about these policies and procedures recorded in your records; and the right to a paper copy of this Client Services Agreement and the attached Notice of Privacy Practices. I am happy to discuss any of these rights with you.

MINORS AND PARENTS

It is important for clients under 18 years of age who are not emancipated and their parents to be aware that the law may allow parents to examine their child's treatment records. However, because privacy in psychotherapy is very important, particularly with teenagers, I usually ask parents to respect the child's privacy and allow for the therapist and minor to keep elements of their interactions in confidence, though not any related to danger to the child (see Limits of Confidentiality). On the other hand, because parental involvement in therapy is essential to successful treatment, I am always willing to share general information with parents about the progress of treatment and their child's attendance at scheduled sessions. Parents may also request an oral summary of their child's treatment when it is complete. Before giving any 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.

TERMINATION OF TREATMENT SERVICES

Generally, termination of psychotherapy services is a mutually agreed upon decision arrived at by the client and his/her therapist together. In some cases, this is difficult to formalize as clients may decide not to continue treatment for a variety of reasons. I strongly prefer to have a termination session with each client prior to ending services for the purpose of evaluating the quality and effectiveness of your treatment and to plan for any future service needs you may have. In any case, I will consider a patient to have terminated psychotherapy services after a 60-day period of time without a scheduled appointment or contact with me unless we have negotiated a specific alternative agreement.

PLEASE RETAIN THIS DOCUMENT FOR YOUR PERSONAL RECORDS.