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**PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT
NEVADA**

Welcome to my practice. This document (the Agreement) contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new 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 I 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 I obtain your signature (*Patient Information and Informed Consent Agreement*) 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 before our first session. We can discuss any questions you have about the procedures at that time. When you sign the *Patient Information and Informed Consent Agreement* documents, it will also represent 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

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, 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. 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.

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 my 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.

MEETINGS

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 50-minute session (one appointment hour of 50 minutes duration) per week, at a time we agree on. Marital session may require longer session times.

Once an appointment has been scheduled, you will be expected to keep the appointment. **Our office policy requires that sessions be cancelled at least 24 hours (*Monday thru Friday*) prior to the scheduled appointment time to avoid being responsible for the charges.** If less than 24 hour notice is given (calls must be made during normal business hours when office staff is available and does NOT include evenings, weekends, and/or holidays), you will be charged for the appointment [unless we are able to fill your appointment time with someone on our waiting list, or a patient who calls for an urgent session.] Appointment times are scheduled exclusively for each patient and generally cannot be rescheduled on short notice. *This office cannot bill your insurance company for "no shows" or late cancellations.* **You alone will be responsible for the full \$100.00 fee for any appointments missed for any reason.**

PROFESSIONAL FEES

My billing fees are: \$230.00 for an initial intake assessment, \$195.00 for each additional individual session, \$210.00 for couples/family sessions. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 15 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 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. [Because of the difficulty of legal involvement, I charge \$350.00 per hour for preparation and attendance at any legal proceeding.]

- There will be a **\$25.00 service fee** for any returned checks.
- There will be a **\$50.00 charge** to fill out any paperwork unless it can be done during your session

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 8:00 AM and 5:00 PM, I will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered either by my office manager between 7:30 AM and 3:30 PM or my voice mail. I 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 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 your family physician, the nearest emergency room, or the Crisis line at 784-8090 and ask for the psychologist on call. If I will be unavailable for an extended time, I can provide you with the name of a colleague to contact, if necessary.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. 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. There are other situations that require only that you provide written, advance consent. Your signature on the *Patient Information and Informed Consent Agreement* documents 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 patient. 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 my Notice of Psychologist’s Policies and Practices to Protect the Privacy of Your Health Information).

- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

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 your diagnosis and treatment, such information is protected by the psychologist-patient 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.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker’s compensation claim, I must, upon appropriate request, disclose relevant information to the insurer or a third party administrator.

There are some situations in which I am legally obligated to take action, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient’s treatment. These situations are unusual in my practice.

- If I know or have reasonable cause to believe that a child has been abused or neglected, the law requires that I file a report with the appropriate governmental agency, usually the nearest child welfare agency. Once such a report is filed, I may be required to provide additional information.
- If I know or have reasonable cause to believe that an older person has been abused, neglected, exploited or isolated the law requires that I make a report to the appropriate governmental agency, usually the local office of the Department of Human Resources Division of Aging Services. Once such a report is filed, I may be required to provide additional information.
- If I believe that a patient presents a risk of imminent serious harm to another person, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, and/or seeking hospitalization for the patient.
- If a patient presents an imminent risk of harm to 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 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

The laws and standards of my profession require that I keep Protected Health Information about you 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 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. I am allowed to charge you a copying fee of 60 cents per page and for my time with you during the review. If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon request.

Record Retention: As per the NRS Chapters quoted below; the health care records of patients who are less than 23 years of age may not be destroyed until the person attains the age of 23 years, at which time those records may be destroyed if they have been retained for at least 5 years; and the health care records of other patients may be destroyed after 5 years.

“Except as otherwise provided in regulations adopted by the State Board of Health pursuant to **NRS 652.135** with regard to the records of a medical laboratory, each provider of health care shall retain the health care records of his patients as part of his regularly maintained records for 5 years after their receipt or production. Health care records may be retained in magnetic tape and optical disc, which does not adversely affect their use for the purposes of **NRS 629.061**. Health care records may be created, authenticated and stored in a computer system which limits access to those records.”

Pursuant to the provisions of **NRS: Chapter 629 – Healing Arts Generally** – and pursuant to the provisions of **subsection 7 of NRS 629.051**:

“The health care records of a person who is less than 23 years old may not be destroyed: and The health care records of a person who has attained the age of 23 may be destroyed for those records which have been retained for at least 5 years or a longer period provided by federal law; and except as otherwise provided in **subsection 7 of NRS 629.051** and unless a longer period is provided by federal law, the health care records of a patient who is 23 years of age or older may be destroyed after 5 years pursuant to **subsection 1 of NRS 629.051**”

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 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, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS & PARENTS

Patients under 18 years of age who are not emancipated and their parents should be aware that the law usually allows parents to examine their child’s treatment records unless I decide that such access is likely to injure the child. The only exception is when the psychologist believes disclosure would jeopardize treatment necessary to the minor's life or necessary to avoid a serious and immediate threat to the minor's health, or unless we agree otherwise. 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 Authorization, 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.

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. [In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.]

If your account has not been paid for more than 30 days 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 and/or going through small claims court which will require me to disclose otherwise confidential information. 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.]. **A 40% collection fee will be added to any account that is referred to a collection agency for non-payment.**

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 may provide some coverage for mental health treatment. I will fill out forms and 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. Ultimately, this information is your sole responsibility.

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. I will, of course, 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.

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. [Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.]

You should also 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. By signing this Agreement, you agree that I 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 my services yourself to avoid the problems described above.

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