



MIND AND BODY COUNSELING ASSOCIATES

4600 Kietzke Ln., Ste. C-129
Reno, NV 89502
Office: 775-507-7222 – Fax: 775-507-7224

PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT NEVADA

Welcome to our practice. 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 provides privacy protections and 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 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, 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 (*Patient Information and Informed Consent Agreement*) acknowledging that we have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully before your 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 you and your therapist. You may revoke this Agreement in writing at any time. That revocation will be binding unless your therapist has taken action in reliance on it; if there are obligations imposed on your therapist 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 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. 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 you and your therapist discuss both during 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.

The first few sessions 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 work will include and a treatment plan to follow, should you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with your therapist.



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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 procedures, you should discuss them whenever they arise. If your doubts persist, your therapist will be happy to help you set up a meeting with another mental health professional inside or outside of our group for a second opinion or transfer.

MEETINGS

We normally conduct an evaluation that will last from 2 to 4 sessions. During this time, you and your therapist can decide if they are the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, we 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

Our 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, we charge this amount for other professional services you may need, though we will break down the hourly cost if your therapist works 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 us. If you become involved in legal proceedings that require your therapist participation, you will be expected to pay for all of your therapist professional time, including preparation and transportation costs, even if your therapist is called to testify by another party. [Because of the difficulty of legal involvement, we charge \$350.00 per hour for preparation, attendance and transportation time for at any legal proceeding.]

- There will be a **\$50.00 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



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CONTACTING US

Due to their work schedule, your therapist may often not immediately be available by telephone. While they are usually in the office between 9:00 AM and 6:00 PM, they will not answer their phone when they are with a patient. When your therapist is unavailable, the office telephone is answered either by an office associate between 9:00 AM and 6:00 PM or voice mail. 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 your therapist of some times when you will be available. If you are unable to reach us and feel that you can't wait for your therapist or office staff to return your call, contact your family physician, the nearest emergency room, or the Crisis line at 784-8090 and ask for the mental health therapist on call. If your therapist will be unavailable for an extended time, we can provide you with the name of a MBCA colleague to contact, if necessary.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a mental health 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. 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:

- Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, your therapist will make every effort to avoid revealing your identity.. The other professionals are also legally bound to keep the information confidential. If you don't object, your therapist will not tell you about these consultations unless your therapist feels that it is important to your work together. We will note all consultations in your Clinical Record (which is called "PHI" in the Notice of therapist'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 we are 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. Your therapist 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 your therapist to disclose information.
- If a government agency is requesting the information for health oversight activities, your therapist may be required to provide it.
- If a patient files a complaint or lawsuit against us, your therapist may disclose relevant information regarding that patient in order to defend themselves.



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- If a patient files a workers compensation claim, your therapist must, upon appropriate request, disclose relevant information to the insurer or a third party administrator.

There are some situations in which your therapist is legally obligated to take action, which your therapist believes is necessary to attempt to protect others from harm and your therapist may have to reveal some information about a patient's treatment. These situations are unusual in the practice.

- If your therapist knows or have reasonable cause to believe that a child has been abused or neglected, the law requires that your therapist files a report with the appropriate governmental agency, usually the nearest child welfare agency. Once such a report is filed, your therapist may be required to provide additional information.
- If your therapist knows or has reasonable cause to believe that an older person has been abused, neglected, exploited or isolated the law requires that your therapist 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, your therapist may be required to provide additional information.
- If your therapist believes that a patient presents a risk of imminent serious harm to another person, your therapist 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, your therapist 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, your therapist will make every effort to fully discuss it with you before taking any action and your therapist will limit their disclosure to only what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and your therapist is not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of our profession require that your therapist 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 your therapist 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, your therapist recommends that you initially review them in their presence, or have them forwarded to another mental health professional so you can discuss the contents.



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Your therapist is allowed to charge you a copying fee of 60 cents per page and for their time with you during the review. If your therapist refuses your request for access to your Clinical Record, you have a right of review, which your therapist will discuss with you upon request.

Record Retention: As per the NRS Chapters quoted below; “Except as otherwise provided in this section and in regulations adopted by the State Board of Health pursuant to NRS 652.135 with regard to the records of a medical laboratory and unless a longer period is provided by federal law, each custodian of health care records shall retain the health care records of patients as part of the regularly maintained records of the custodian for 5 years after their receipt or production. Health care records may be retained in written form, or by microfilm or any other recognized form of size reduction, including, without limitation, microfiche, computer disc, 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 meets the requirements of NRS 439.581 to 439.595, inclusive, and the regulations adopted pursuant thereto.”

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

“A custodian of health care records shall not destroy the health care records of a person who is less than 23 years of age on the date of the proposed destruction of the records. The health care records of a person who has attained the age of 23 years may be destroyed in accordance with this section for those records which have been retained for at least 5 years or for any longer period provided by federal law.”

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 your therapist 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. Your therapist is 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 your therapist decides that such access is likely to injure the child. The only exception is when the therapist 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 your therapists 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, your therapist will provide them only with general information about the progress of the child’s treatment, and his/her attendance at scheduled sessions. Your therapist will also provide parents



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with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless your therapist feels that the child is in danger or is a danger to someone else, in which case, your therapist will notify the parents of their concern. Before giving parents any information, your therapist will discuss the matter with the child, if possible, and do their 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, your therapist may be willing to negotiate a fee adjustment or payment installment plan.]

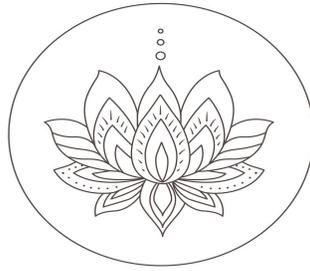
If your account has not been paid for more than 30 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency and/or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information your therapist will 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 you and your therapist 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. Your therapist will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however you, **not your insurance company** are responsible for full payment of your therapist 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. We will, of course, provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company.

Due to the rising costs of healthcare, 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 us to provide services to you once your benefits end. If this is the case, we will do our best to find another provider who will help you continue your psychotherapy.]



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You should also be aware that your contract with your health insurance company requires that we provide it with information relevant to the services that your therapist provides to you. Your therapist is required to provide a clinical diagnosis. Sometimes your therapist is required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, your therapist 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, your therapist has 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. Your therapist will provide you with a copy of any report your therapist submits, if you request it. By signing the *Patient Information and Informed Consent Agreement*, you agree that your therapist 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 services yourself to avoid the problems described above.