

**For Your Review**

**Coastal Psychology &  
Education Associates, LLC  
Psychotherapist -Client  
Service Agreement**

**HIPPA PRIVACY NOTICE**

## PSYCHOTHERAPIST-CLIENT SERVICES AGREEMENT

Welcome to my practice. This 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 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 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 you received along with 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. Although these documents are long and sometimes complex, it is very important that you read them carefully so we can discuss any questions you have. ***Your signature on the agreement sheet represents receipt of these documents and 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 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. 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 help you set up a meeting with another mental health professional for a second opinion.

### CONTACTING YOUR THERAPIST

Due to my work schedule I am often not immediately available by telephone. While I am usually in the office between 9 AM and 4 PM, I normally do not answer the phone when I am with a client. When I am unavailable, my telephone is answered by an answering service (voice mail that I monitor frequently). 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 a phone number and a time when you are available. ***In emergencies, you can contact Dr. Ferraro at 410-430-5754.*** If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or go the nearest emergency room and ask for the

psychologist or psychiatrist on call. (See Emergency & Suicide Threat Policy on Page 7 of this document). If I am unavailable for an extended time, I will provide you with the name of a colleague to contact if necessary.

#### **APPOINTMENTS**

I normally conduct an evaluation that will last from 1 to 2 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, although some sessions may be longer or more frequent. **A \$50 fee will be assessed for cancellations with less than 24 hours notice or failure to attend a scheduled appointment (unless we both agree that you were unable to attend due to a dire medical emergency - verification of this may be requested by your therapist). It is important to note that insurance companies do not provide reimbursement for cancelled sessions.** (If it is possible, I will try to find another time to reschedule the appointment).

#### **PROFESSIONAL FEES**

My hourly fee is \$200.00 for an initial session and \$180.00 for subsequent visits. 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 1 hour. Other services include report writing, telephone conversations, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you request. Due to the difficulty of legal involvement, I charge **\$150.00 per hour for preparation and attendance at any legal proceeding and for court-ordered therapy.** 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.

#### **BILLING & 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. **Copays are to be paid prior to each session. No exceptions will be made. Many times a patient may believe "that the copay we provide is incorrect" or that they don't have a copay", our Billing Department calls the patient's insurance company for authorization prior to the first visit; this information comes directly from your insurance company. It is our policy to collect the copay prior to the visit or you cannot be seen. The other option is to waive your insurance benefits by signing the Waiver Form, paying the full amount, and submitting the claim yourself.** Payment schedules for other professional services will be agreed to when they are requested. In cases of unusual financial hardship, we can discuss fees and payment installment plans.

**If your account has not been paid for more than 30 days and arrangements for payment have not been agreed upon, you will be billed each month. A \$25.00 billing charge will be charged each month on all outstanding accounts. If you do not make a payment or alternative arrangement for payment, I have the option of using legal means to secure the payment.** This may involve hiring a collection agency 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 client's treatment is his/her name, the nature of services provided, and the amount due. (If such legal action is necessary, its cost will be included in the claim). Patients whose accounts are outstanding by 60 days or exceed \$50.00 will be offered the option of payment in full. A written payment plan can also be discussed with your therapist. If an agreement cannot be reached and the balance remains unpaid, your therapist has the option to discontinue therapy, Reasonable steps to facilitate transfer of your case to another provider will be made at this time.

## MINORS & PARENTS

Clients under 16 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. While privacy in psychotherapy is *very* important, particularly with teenagers, parental *involvement* is also essential to successful treatment. Therefore, it is usually my policy to request an agreement from any client between 16 and 18 and his/her parents allowing me to share general information about the progress of treatment and their child's 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.

## CLIENT RIGHTS

HIPAA provides you with several new or expanded rights with regards 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 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 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.

## PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that disclosure is reasonably likely to endanger the life or physical safety of you or another person, you may examine and/or *receive* a copy of your Clinical Record if you request it in writing. 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 you can discuss the contents. (I am sometimes willing to conduct this review meeting without charge.) In most Circumstances, ***1 am allowed to charge a copying fee of \$.50 per page (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. I typically retain records for 10 years following termination of therapy. After ten years, your records may be destroyed in a manner that preserves your confidentiality.***

## LIMITS OF CONFIDENTIALITY

The law protects the privacy of all communications between a client and a mental health professional. 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 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 (called "PHI" in my Notice of Psychologist's Policies & Practices to Protect the Privacy of Your Health Information) .

You should be aware that I practice with other mental health professionals and that I employ administrative

staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.

As required by HIPAA, I have a formal business associate contract with this business in which it promises 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 a blank copy of this contract

Disclosures required by health insurance 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 psychologist-client privilege law. I cannot provide any information without your 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 by law 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.

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 reason to believe that a child or vulnerable adult has been subject 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 governed 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 client has a propensity for violence and the client 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 that is calculated to eliminate the possibility that the client will carry out the threat, seeking hospitalization of the client and/or informing the potential victim or the police about the threat.

If I believe that there is an imminent risk that a client will inflict serious physical harm or death on him/herself, or that immediate disclosure is required to provide for the client'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 client.

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, 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.

### **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 usually provides some coverage for mental health treatment. ***I will complete 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.* 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 help you in understanding the information you receive from your insurance company.

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 clients 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 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. Delaware permits me to provide them with 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. Delaware law prevents insurer from making unreasonable demands for information, but there are no specific guidelines about what unreasonable includes. If I believe that your health insurance company is requesting an unreasonable amount of information, I will call it to your attention and we can discuss what to do. You can instruct me not to send requested information, but this could result in claims not being paid and an additional financial burden being placed on you. Once the insurance company has this information, it 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 the agreement sheet, 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 (unless prohibited by contract).

Your Signature on the agreement sheet indicates that you have read this agreement and agree to its terms and also serves as an acknowledgement that you have received the Delaware HIPAA Notice Form as described above.

### **Email/Text Messages & Phone Conversations**

**Some patients prefer to communicate via email and text messaging. Although information stored on my computer is encrypted, email and text messaging transmitted through regular services is not encrypted. Once an email or text message is received by you, someone may be able to access your accounts and read your email/messages. For this reason, I discourage sending clinical information via these means. Please use the telephone for anything urgent or time sensitive as I cannot guarantee that I will see an emergency email/message. Please review the**

**attached form Consent for Non-Secure Electronic Communications. Your signature on this form indicates your communication preferences.**

**POLICY FOR EMERGENCIES OR SUICIDE THREATS**

Clients are provided with clinicians' emergency numbers *via* the phone, in the office, and on the office phone *voice* mail (available 24 hours a day). The mood of the client as well as their verbal content is analyzed for the possibility of threat to themselves and others. If a client calls in or in person expresses a suicide threat either explicit or implicit, they are asked to contract for safety. They are asked also to either call into the office or come in for a short visit during regular office hours. If they call with an explicit threat or intent and it is after office hours, the clinician will immediately call the police. If clients are unable to reach the office or feel they cannot return call, they are to contact their family physician or go the nearest emergency room and ask for the

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