

James A. Purvis, Ph.D.

Psychotherapy Services Agreement

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 that you are experiencing. There are many different methods that I may employ to deal with the problems that you hope to address. Psychotherapy is not like a visit to a medical doctor. 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 that we talk about both during our sessions and between our sessions.

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 a significant reduction in the feeling 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. Since therapy involves a substantial commitment of time, money, and emotional energy, you should give very careful consideration to the selection of your therapist. If you have questions about my procedures, please discuss them with me 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.

PROFESSIONAL FEES

My fee for the initial session is **\$185.00**. Subsequent 45-50 minute sessions are **\$150.00** for individual sessions and **\$160.00** for couple or family sessions, **payable at the time of each session**. In addition to weekly appointments, I may charge this amount for other professional services that you may need, such as report writing, 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 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 **\$175.00** per hour for preparation and **\$350.00** per hour for attendance and transportation time to any legal proceeding.

SESSIONS

I normally conduct an evaluation that will last from 2 to 4 sessions. During that time, we will both decide if I am the best person to provide the services you need to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 45-50 minute session per week at a time we agree on. **Once an appointment is scheduled, you will be expected to pay for it UNLESS YOU PROVIDE ME WITH 24 HOURS ADVANCED NOTICE OF CANCELLATION.** It is important to note that insurance companies will not provide reimbursement for cancelled sessions, **so the entire \$150.00 or \$160.00 fee will be your full responsibility.** Please note that you can leave a message with my answering service after hours and on weekends if you need to cancel an appointment.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, my telephone is answered by an office staff member, or by my confidential voicemail. I will make every effort to return your call within 24 hours. If you are unable to reach me, and feel that you can't wait for me to return your call, my answering service will have one of my colleagues contact you to provide assistance.

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 present Agreement provides consent only for the following activities:

- I may occasionally find it helpful to consult other health and mental health professionals about a treatment 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 the information confidential. If you do not object, I will not regularly 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.
- 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 common administrative purposes, such as scheduling, billing and quality assurance. All mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting patient privacy and will not to release any information without the permission of a professional staff member.
- I also employ a Medical Billing Service. As required by HIPAA, I have a formal Business Associate Contract with this service in which they promise to maintain the confidentiality of all Clinical Records, except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the name of this service and/or a blank copy of the contract.
- Disclosures required by health insurers, or to collect overdue fees, are discussed elsewhere in this Agreement.
- If a patient threatens to harm him or herself, I may be obligated to seek hospitalization for the patient, or contact family members or others who can help provide protection for that patient.

There are some situations where I am permitted or legally required to disclose information without either your consent or Authorization:

- However, if you are involved in a court proceeding and a request is made for information concerning my professional services, such information is strictly protected by the psychologist-patient privilege law. I cannot provide any information without your written authorization, or upon receipt of a court order signed by a judge. 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 information for health oversight activities, I may be legally required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself in litigation.
- If a patient files a worker's compensation claim, and I am providing treatment related to that claim, I must, upon appropriate request, furnish copies of all medical reports and bills.

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

- If I have reason to believe that a child has been abused, the law requires that I file a report with the Department of Family and Children's Services. Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to believe that a disabled adult or elder person has had a physical injury inflicted upon them other than by accidental means, or has been neglected or exploited, I must file

- a report with the Department of Family and Children's Services. Once such a report is filed, I may be required to provide additional information.
- If I determine that a patient presents a serious danger of violence to another, I may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police, and/or seeking hospitalization for the patient.

If such a situation arises, I will make every effort to fully discuss it with the patient before taking any action and I will limit my disclosure to what is necessary.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I divide professional records into two distinct sets. One set constitutes your Protected Health Information (PHI). The PHI includes your reasons for seeking therapy, your diagnosis, the goals that we set for treatment, your progress toward those goals, your medical and social history, your past 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. These professional records can be misinterpreted and/or upsetting to the untrained reader. For this reason, I generally employ Treatment Summary reports that include necessary information, rather than each original document. You or your legal representative may examine and/or receive a copy of your PHI, if you request it in writing. If a portion of the PHI makes reference to another individual and I believe that open access is reasonably likely to cause substantial harm to that individual, or if I have received information supplied to me confidentially by others, I may refuse your request for access to your records. If I refuse your request for access, you have a right of review, which I will discuss with you upon request.

Additionally, I also keep a set of Psychotherapy Notes (PN). These PN are for my own use and are designed to assist me in providing you with the best treatment. While the contents of PN vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they affect your therapy. Psychotherapy Notes also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. The PN are kept separate from your Clinical Record. The PN are not available to you and cannot be sent to anyone else, including insurance companies, with the exception of a court order specifically signed by a judge. By HIPAA regulation, insurance companies cannot require the receipt of Psychotherapy Notes as a condition of coverage.

MINORS & PARENTS

Parents, and patients under 18 years of age who are not emancipated, should be aware that the law allows parents to examine their child's treatment records, unless I believe that doing so would endanger the child or we agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is my policy to request an agreement from parents that they consent to give up access to their child's records. If they agree, during treatment I will provide parents only with general information about the progress of the child's treatment, and his or her attendance at scheduled sessions. 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 or she may have.

BILLING AND PAYMENTS

If your account has not been paid for more than 60 days, and arrangements for payment have not been agreed upon, I have the option of using legal means to secure payment. This may involve hiring a collection agency, an attorney, or going through small claims court, all of 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 or her name, the nature of services provided, and the amount due. The patient understands that he or she will be responsible for all costs of litigation, including attorney's fees.

INSURANCE REIMBURSEMENT

If you have a health insurance policy, it may or may not provide 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 the full payment of my fees.** For that reason, it is very important that you find out exactly what mental health services your insurance policy covers. 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 I will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear up any confusion, I am willing to call the company on your behalf.

Collection of insurance benefits or any other arrangement regarding third party payment is your responsibility. However, I will file insurance on your behalf. After the office manager verifies your insurance eligibility and level of benefits, I will gladly accept only the co-payment. Until that time, please plan on paying the full amount. My office verifies insurance benefits in an attempt to obtain accurate information regarding your co-payment and/or deductibles. However, it is **very common** for insurance companies to pay differently than what they quoted at the time of your initial visit. For that reason, you may receive a bill for services rendered, if your insurance company does not reimburse as anticipated. If your managed care company requires authorization for our sessions, I will complete all necessary paperwork to obtain them. However, my office cannot adequately track the number of sessions used for each authorization. Therefore, to avoid any disruption in your reimbursement, it is **your responsibility** to monitor the number of sessions we have used and to notify me when we are about to exceed those authorized. I can then submit additional clinical information to obtain an authorization for additional sessions.

You should also be aware that your contract with your health insurance company requires that I provide the company with information relevant to the services that I provide to you. At minimum, 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. However, **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 the information 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 that I submit, if you request it. By signing this Agreement, you agree that I can provide the requested information to your carrier.

It is important to remember that you always have the right to pay for services yourself to avoid the problems described above.

James A. Purvis, Ph.D.

**Psychological Services Agreement and HIPAA
Signature Attachment**

I have read, understand, and agree to abide by the terms and conditions set forth in the Psychological Services Agreement. I do hereby consent to participation in the treatment as described in the Agreement. I also understand that my participation in treatment is entirely voluntary, and that I may withdraw my consent and terminate treatment at any time.

I have been provided with the Georgia HIPAA Notice and I understand its contents.

Patient (or Guardian) Signature

Date

Patient's Printed Name

HIPAA is a federal law that provides privacy protections and assures patient rights with regard to the use and disclosure of your Protected Health Information (PHI). Your PHI is used for the purpose of treatment, payment, and health care operations. HIPAA regulations requires that I provide you with a complete printed copy of the Georgia HIPAA Notice that describes the use and disclosure of PHI for treatment, payment and health care operations. The Georgia HIPAA Notice 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. We can discuss any questions that you may have about the procedures described in the Georgia HIPAA Notice.

Primary Care Physician Information

Name _____

Address _____

Phone _____

How long have you been a patient of this physician? _____

For purposes of continuity of care, may we contact your physician to let him/her know of your visit today?

Yes _____ No _____

If yes,

I _____ give permission to James A. Purvis, Ph.D. to send a general statement notifying my primary care physician of my visit today. The information sent will be used for coordination of care, and will be limited to a brief description of the problem area and/or diagnosis, and a general outline of treatment.

Patient Signature

Date

