

# Outpatient Services Agreement

Welcome to my practice. This document 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 purposes of treatment, payment, and health care operations. HIPAA requires that I provide you with a New York Notice Form that 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 at the end of our first session. Although these documents are long and complex, it is very important that you read them all before our next session. Please note any questions that you might have so that we can discuss them further. After reading this outpatient services agreement, your signature indicates a binding agreement between us. You may revoke this Agreement in writing at any time.

## Counseling Services

Counseling is not easily described in general statements. It varies depending on the personality of both the therapist and the client and the particular issues that the client brings. There are a number of different approaches that can be utilized to address the issues you hope to address. In order for therapy to be most successful, you will be asked to work on things we talk about both during our sessions and at home.

Therapy has both benefits and risks. Risks sometimes include experiencing uncomfortable feelings such as sadness, guilt, anxiety, anger, and frustration as well as sometimes discussing unpleasant aspects of your life. Therapy has also been shown to have positive benefits for those that undertake it. It often leads to significant reduction of feelings of distress, better relationships, and resolutions of specific issues. There are no guarantees that this will happen but it is the goal of the therapy process.

During our first session, I will be asking you questions about what brings you in, what your goals are, and information about your past & current history. I usually take notes during this initial session (but not in later sessions) so that I can prepare an intake summary and begin working with you on establishing treatment goals. By the end of this initial session, I will be able to offer you some impressions of what our work might include if you decide to continue.

You should evaluate this information along with your own assessment about 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 that you select. If you have questions about my procedures, please ask me whenever they arise. If your doubts persist, I will be happy to help you to secure an appropriate consultation with another mental health professional.

## Meetings/Missed Session Fee

If we do decide to continue to meet for therapy sessions, I will usually schedule us for weekly 45 minutes sessions. After about 3-4 sessions, I often meet with clients every other week but this depends on your wishes and needs. Once our appointment time has been scheduled, you will be expected to pay a missed session fee unless you provide 24- hour advance notice of cancellation. **Missed sessions cannot be billed under insurance.**

## Professional Fees

I accept a number of insurances but not all. I will discuss payment options with you during our initial phone contact so that you are aware of approximately what type of fee or insurance co-pay you will be charged for a session. Generally, I charge a fee equal to the amount of your session-fee if 24-hour notice of cancellation is not provided. Other professional services such as report writing, SSD reports, attendance at meetings with other professionals (that you have requested & authorized), or preparation of records or treatment summaries may incur a fee for my time.

Occasionally, clients, either during therapy or after, are in legal situations where our work together may be considered relevant. If I am called to court to testify, I will ask that you assume financial responsibility for my preparation time as well as court & legal fees that may be incurred (even if I am compelled to testify by another party).

## Billing & Payment

I will expect you to pay for each session by cash or check at the end of each meeting, unless we have agreed otherwise or unless your insurance coverage pays for the session in full. I do not routinely bill for sessions. Payment schedules for other professional services will be agreed to at the time these services are requested. In circumstances of financial hardship, I may be willing to negotiate a fee adjustment or installment payment plan.

If your account becomes more than 60 days in arrears and suitable arrangements for payment have not been agreed to, I have the options of: 1) adding an additional fee for late payment, 2) using a collection agency, or 3) using legal means to secure payment. If such legal action is necessary, the costs of bringing that proceeding will be included in the claim. I will inform you prior to sending your information (usually name, nature of services provided and amount due) to another source.

## Insurance Reimbursement

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. You will be held responsible for full payment of our agreed upon fee should your insurance company deny benefits or should your coverage lapse. Therefore, it is very important that you find out exactly what mental health benefits your insurance policy covers. Read your plan carefully and call your service representative if you have questions.

Many insurance plans require advance authorization before they will provide reimbursement for mental health services. These plans often are oriented toward a short-term model and provide only a certain amount of sessions per year. Many insurance companies may only authorize a few sessions at a time and I will need to periodically call them to authorize additional sessions. When I call to authorize treatment or continue our sessions, I will provide them with the minimum amount of information needed, usually including a diagnosis, goals for treatment, and a brief summary of your current functioning. It is possible, but very rare, that they would require a copy of my clinical record. This information will become part of insurance company files and is likely to be computerized. All insurance companies claim to keep such information confidential, but once it is in their hands, I have no control over what they do with it. In some cases, they may share the information with a national medical information data bank. By signing this Agreement, you agree that I can provide requested information to your insurance carrier.

If you request it, I will provide you with a copy of any report that I am asked to submit. I make it my policy to inform you along the way of where we stand with your insurance company and what kind of information they have requested. Should insurance coverage end for some reason, we can discuss an out-of-pocket session fee. You can always choose to select this option and have the right to pay for my services yourself to avoid the complexities of the insurance industry.

## Contacting Me

I am only in the office on specific days. Since this is the case, I am often not immediately available by telephone. To reach me, call (716) 880-7089. Leave a message in my confidential voicemail. Leave your name, phone number, and how I can reach you. I usually check my voice mail 1-2 times per day during the business week. I will make every effort to return your call the same day or early the following business day. If we have difficulty reaching each other, please leave times when I can reach you and alternative phone numbers.

If you are experiencing a **clinical emergency** call me directly. If I am available, I will call you back as soon as possible. If you are in crisis and cannot reach me or wait for me to return your call, you should call your family physician, psychiatrist, or Crisis Services at 834-3131 or Spectrum Cares at 882-4357 (a 24-hour crisis hot-line with counselors that can insure your safety or talk to you about the crisis).

If I know that I will be out of town for an extended period of time, I will have another counselor designated to be on-call for me in crisis situations. If you feel that you might potentially utilize these crises options, please let me know during our session so that we can develop a comprehensive crisis plan.

## Professional Records

Both law and the standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in situations where you are a danger to yourself (or others) or where others have supplied information to me confidentially, you may examine and/or receive a copy of your Clinical Record. This request must be made in writing. Because they are professional records, they can be misinterpreted or upsetting to lay readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. If you would like me to copy your records for you, I will charge a copying fee of 75 cents per page.

## Patient Rights

Please see attached New York Notice Form for a listing of your rights.

## Minors & Parents

New York law gives children of any age the right to independently consent to and receive mental health treatment without parental consent if they request it and if it is determined that such services are necessary and requiring parental consent would have a detrimental effect on the course of the child's treatment. Even where parental consent is given, children over the age of 12 have a right to control access to their treatment records. If you are age 13 or older, I will request an agreement from your parents that they consent to allow me to maintain your confidentiality. If they agree, I will provide them only with general information about our work together unless I feel that there is a high risk that you will seriously harm yourself, harm another, or are in an abusive situation. In these situations, I will notify them of my concerns about your safety. If they request it, I will provide them with a summary of your treatment when it is complete. Before giving them any information, I will discuss the matter with you (if possible), and will do the best I can to resolve any objections you may have about what I am prepared to discuss with your parents.

## Couples

If you are coming for couple's therapy, be advised that I do keep your records together. Should any given situation require that I submit records to a third party, both members of the couple will need to give permission for mutual information to be released. I will make every effort to discuss the material to be released with you prior to taking action on any request.

## Confidentiality

I take the matter of confidentiality quite seriously. The confidentiality of all communications between a client and a counselor is protected by law and I can only release information about our work together with others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are some situations that require only your advance consent. Your signature on this Agreement provides consent for the following activities:

- Occasionally, I may consult with other professionals about strategies or resources that may benefit you. I make every effort to avoid revealing the identity of my clients and often change identifying information in my description. The consultant is, of course, also legally bound to keep the information confidential. Unless you object, I will not tell you about these consultations unless I feel it is important to our work together. I will note all consultations in your Clinical Record.
- You should be aware that a secretary at my office might have access to your name or phone number if I need to reach you. All mental health professionals are bound by the same rules of confidentiality. All therapists and staff at this location have agreed not to release any client information unless specifically instructed to by the appropriate mental health professional.

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

- ◆ In most legal situations, you have the right to decline permission for me to release any information about your treatment. In some circumstances (like child custody proceedings and situations where your emotional health is relevant), a judge may require my testimony if he/she determines that resolution of the issues demands it. As I am not trained in testifying in legal situations, I may not be the right therapist to help you in a court case. Please notify me if you have reason to believe that our work together might be relevant in current or future legal proceedings.
- ◆ Legally, I am required to take action to protect others from harm even if it means revealing some information about a client's treatment. If I believe that a child, elderly person, or disabled person is being abused, I must report this to the appropriate state agency.
- ◆ If I believe that a client is threatening serious bodily harm to another, I am required to take protective actions that may include: notifying the potential victim, calling the police, or seeking appropriate hospitalization. If a client threatens to harm him/herself, I am required to seek hospitalization for the client or to contact family members or others who can help provide protection.
- ◆ If a government agency is requesting the information for health oversight activities, I may be required to provide the requested information. Examples include: public health authorities, coroner or medical examiner, military/veteran's affairs agencies, law enforcement, or for national security purposes.
- ◆ If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client to defend myself.
- ◆ Worker's compensation cases may require records to be submitted to the Chairman of the Worker's Compensation Board.

These situations are quite rare in my practice. Should such a situation occur, I do make every effort to discuss with you my intended actions prior to making any disclosures.

*I have read and understand the above information. My signature indicates that I agree to abide by the terms of this Agreement during our professional relationship.*

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**Signature**

(Client or Guardian if client is a minor)

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**Date**

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**Name (Print)**