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PSYCHOLOGIST - PATIENT SERVICES AGREEMENT

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 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 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 next session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at anytime. 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 of 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 you hope to address. Psychotherapy is not like a typical visit to your medical doctor. Instead, it calls for a very active effort on your part. In order for therapy to be most successful, you will have to work on things we talk about both during our sessions and while you are away. 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, 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.

Our first few sessions will involve an evaluation of your needs. This phase typically lasts from 2 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you need. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and more specific recommendations regarding your treatment plan. You should evaluate this information along with your own sense of whether you feel comfortable working with me. Therapy involves a significant investment of time, money, and energy, so you should be very mindful about the therapist you select.

If we agree to begin psychotherapy, we will also discuss the frequency of our meetings. In most circumstances, it is optimal to meet for one appointment hour (of 50 minutes duration) per week. Sometimes longer or more frequent sessions are appropriate. In some circumstances we may also agree to meet less frequently. If the frequency of our meetings is limited by my availability, your own scheduling constraints, or your financial resources, we will discuss together how this impacts your treatment and ability to reach your goals.

It is important that we seek to establish an open working relationship in which we can discuss your needs, hopes, and expectations as we develop goals for your therapy. While psychotherapy can be an effective mode of treatment for a variety of problems, positive results cannot be guaranteed. I invite you to let me know about any concerns that may arise about my procedures or the effectiveness of your treatment so that we can address any problems together when they arise. If your doubts persist, I will be glad to help you set up a meeting with another mental health professional for a second opinion. You have the right to withdraw from treatment at any time, I simply ask that you inform me of your decision so that we can

explore your options (including referrals to other mental health professionals) and bring some closure to our work. If, at any point during your assessment or treatment, I believe that my services are not appropriate for you, I will discuss this with you and assist you in exploring your options.

SCHEDULING APPOINTMENTS. Call (404) 888-0311 to speak with me. If I am not available, leave a message on my voice mail that you would like to schedule an appointment and I will return your call.

FEES. The fee for my services is \$140 per hour (or 50 minute psychotherapy session). Exceptions to that rate may be made for students or for extenuating circumstances. Reduced rates are subject to review every three months. Any phone calls lasting more than 10 minutes will be billed at a pro-rated amount. Other billable services include but are not limited to: report writing, consulting with other professionals with your permission, preparation of records or treatment summaries, and 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 \$250 per hour for preparation and attendance at any legal proceeding.

CANCELLATIONS. There are no charges for sessions that are cancelled 24 hours in advance. Charges are negotiable in case of sudden illness, family emergencies, or accidents. All other missed appointments are billed at your regular fee. Insurance companies or EAP providers will not reimburse for missed appointments. **Therefore, please be mindful that any fees your incur due to late cancellations or missed appointments will be your responsibility.**

EMERGENCY PROCEDURES. Should you have an emergency and need to reach me, call my office number. If I am not available, you can leave a message on my voice mail. I check my messages on a regular basis and will return any emergency calls as quickly as I can. During normal business hours I can usually respond within the same day. If you call in the evenings or on the weekends, I may not receive your message until the next business day. Should you need emergency assistance before I return your call, there are several options:

- (1) Call a friend or another member of your support network to get help with deciding how to handle your crisis.
- (2) Call an emergency hotline. Information (411) can supply you with the number of your county's 24 hour mental health crisis hotline.
- (3) Go to the nearest hospital emergency room or to your county's emergency mental health facility.

VACATIONS. When I am out of the office for vacation or professional reasons, and my absence will interrupt my availability via phone, another psychotherapist will provide back-up emergency coverage for me. I will leave instructions for how to contact that person on my voice mail recording.

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 this Agreement 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 also called "PHI" in my *Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information*).
- I also have a contract with an answering service. 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 the name of this organization and blank copy of this contract.

- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in the Agreement.
- If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

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 my professional services, such information is protected by the psychologist-patient 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 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.
- If a patient files a worker's compensation claim, and I am providing treatment related to the claim, I must, upon appropriate request, furnish copies of all medical reports and bills.

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. In these instances 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 appropriate governmental agency, usually the Department of Human Resources. 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 or injuries inflicted upon such him or her, other than by accidental means, or has been neglected or exploited, I must report to an agency designated by the Department of Human Resources. 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 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 information 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. You should be aware that pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It can include 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. If you request in writing, you or your legal representative may examine and/or receive a copy of your Clinical Record. On rare occasions I may be obliged to deny your access to your Clinical Record. For example, if I determine that the access requested may be reasonably likely to endanger your life or physical safety, access could be denied. Or, if the Clinical Record makes mention of another person (who is not a health care provider), and access to the record is reasonably likely to cause substantial harm to such other person, access could be denied. Because your Clinical Record is a professional record, it 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. In most situations I am allowed to charge a copying and administrative fee of \$1.50 per page. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your records, you have a right of review which I will discuss with you upon request.

In addition, I also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical record, as well as information supplied to me confidentially by others. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and, barring a court order, they cannot be sent to anyone else without your written, signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

PATIENT RIGHTS. HIPAA provides you with several new or expanded rights with regard to your Clinical Record 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.

MINORS AND PARENTS. The law allows parents of patients under the age of 18 (and who are not emancipated) to examine their child's treatment records unless (1) I believe doing so would endanger the child, or (2) we agree otherwise. Privacy in psychotherapy is often crucial to meaningful progress, particularly with teenagers. However, parents have a responsibility, and often a desire, to see that their child is receiving appropriate care. Thus it is often my policy to request an agreement from parents that they consent to receive only partial access to their minor's Clinical Record under the condition that the minor agrees and understands that I will provide the parents with the following information: his/her diagnosis, general goals of treatment, the results of any formal psychological testing conducted, general progress in treatment, and 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 minor's Authorization, unless I feel that the minor 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 minor, if possible, and do my best to handle any objections he/she may have.

BILLING AND PAYMENTS. Payment is expected at the start of each session unless we agree upon alternate arrangements prior to our meeting. Payment schedules for other professional services will be agreed to when such services are requested. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I reserve the option of using legal means to secure the payment. This may involve hiring a collection agency, attorney, 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.

INSURANCE. Some people choose to use their health insurance to help cover the cost of their mental health care. If you choose to do so, unless we agree upon other arrangements, you will be personally responsible for obtaining reimbursement from your insurer. I will fill out forms needed for you to file a claim and provide you with assistance in understanding and receiving the benefits to which you are entitled. However, you, not your insurer, are ultimately responsible for full payment of my fees. Thus, it is very important that you find out exactly what mental health services your insurance policy covers.

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. Many plans require authorization before they provide reimbursement for mental health services. "Managed Health Care" plans such as HMO's and PPO's 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.

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, date of service, type of service rendered and fees. 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 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.

At your request, once you obtain information about your insurance benefits, I would be glad to help you review them so that we can discuss what we can expect to accomplish with the benefits available. We can also then discuss what might happen if benefits 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.

Your signature below indicates that you have read the information in the document and agree to abide by its terms during our professional relationship.

Name

Date

Acknowledgement of Receipt

I Acknowledge that Dr. Nancy Hughes McCord has provided me with the following document(s):

Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information

Psychologist-Patient Services Agreement

Name

Date