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Psychotherapist-Patient Services Agreement

The following answers some important and frequently asked questions concerning my practice. Please read this information carefully and let me know if there is any part you do not understand. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protections and patient rights concerning the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. "PHI" refers to individually identifiable health information. PHI includes any identifiable health information received or created by my office or me. HIPAA requires that I provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment and health care operations. The Notice is available on my website (Privacy Policy) or I will give you a printed copy upon request. This Agreement explains HIPAA and its application to your personal health information in greater detail.

Risks and Benefits of Therapy

Psychotherapy has both benefits and risks. It also requires an investment of your time and energy to make the process of therapy most successful. I will begin with an evaluation of your needs. Next, we will develop and discuss a treatment plan according to your goals and aims. Occasionally, individuals may go through periods in therapy, which may result in emotional discomfort, changes in their relationships, or temporary worsening of their symptoms. This should subside as the work progresses. Remember you always retain the right to request changes in treatment or to refuse treatment at any time.

As a clinical psychologist licensed by the Oregon Board of Psychologist Examiners and as a member of the American Psychological Association, I adhere to the APA Revised Ethical principles and the Oregon Code of Conduct. A copy of these ethical codes is available from me should you ever wish to read it. I encourage you to discuss any personal doubts, concerns, discomforts or questions regarding my treatment approach or me at any time. If you should ever have serious concerns or grievances that you could not successfully resolve with me directly, you may contact the OPA Ethics Committee (503-253-9155) or the Board of Psychologist Examiners (541-378-4154).

Health Insurance

If you are using a health insurance benefit as payment for these services you need to be aware of what this means. Your health plan requires cooperation between client, provider, and insurance company to provide services efficiently.

Health Insurance companies usually limit mental health coverage to:

- Services that are determined to be "medically necessary." "Medically necessary" means that you have acute symptoms that are interfering with your life (i.e., you have a DSM V-RF Axis I diagnosis);
- Conditions that can be treated by short-term, problem-focused, goal-oriented approaches whenever possible. This means that your insurance company will cover a limited number of office sessions to work on your problem intensely with the focus on elimination of acute symptoms. Sometimes people enter therapy with a number of problems. Some problems may meet the conditions of your insurance coverage, while others (e.g., individual growth, longer-term personality issues, etc.) will not. There may be situations in which it is in your best interests to continue therapy that is not covered by your insurance company. You and I will discuss options should you desire to continue treatment for these or other non-covered conditions.
- 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. You may have an Oregon insurance policy with the state law requirement that by accepting policy benefits, you are deemed to have consented to examination of your Clinical Record for purposes of utilization review, quality assurance and peer review by the insurance company. If so, I may provide clinical information to your insurer for such purposes. 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. 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.

Office Policies

Appointments:

Sessions are arranged by appointment only. I agree to meet you at the time agreed upon. If you are late, I will charge the full fee and you lose that portion of time from your session. I ask that you try to avoid missing appointments. If you must cancel, you will not be charged for the appointment if you notify me 24 hours in advance of the scheduled appointment. Cancellations can be phoned into the office at any time of day or night (503-501-7995). **If you do not show up for your appointment, or do not give 24 hours prior notice, you will be charged the full fee and this fee is not reimbursed by insurance companies.**

Fees:

The fee individual, couple or family psychotherapy is \$185 per **50-minute session**. Longer or shorter sessions will be charged on a prorated basis. This fee will be charged for your scheduled appointments as well as for additional time that I may need to spend for you, such as prolonged phone calls, preparing letters, conferring with other professionals, evaluation of psychological test data, preparing psychological reports, etc. The fee for the first appointment may be due at the time of the appointment, depending upon what agreement I have with you and your insurance company. I will discuss this with you before we meet. If we should decide to meet for regular therapy sessions on an ongoing basis, my billing service will bill your insurance company directly.

You are expected to pay your portion of the fee or your co-payment at the time of the appointments. I will call your insurance company to review your coverage for outpatient mental health treatment with a licensed psychologist (e.g., deductibles, co-payments, maximum number of sessions allowed, and over what time period). Please call if you have questions about your bill. Be aware that your insurance coverage constitutes a financial contract between you and your insurance company and that **you are responsible for any balance not paid by your insurance company**.

I do not have a sliding fee scale. In cases of ongoing delinquency of your account, I may send the account to a collection agency.

Balances left unpaid over 90 days from the date of service may be assessed a 1.5% rebilling / past due account fee (minimum \$5.00 per month and / or may be referred to a collection agency to facilitate payment.

If I am required to be in court on your behalf, my fee is \$300 per hour for time for preparation and review, meetings or conversations with your attorney, any time I am required to be out of my office, and testimony. I will negotiate a retainer and contract with your attorney before any legal work I do on your behalf.

Contacting Me:

I am often not immediately available by telephone. My voice mail enables you to call me at any time, day or night, and leave a message for a return call. I check for messages frequently M-F from 9 am - 5 pm. If you ever feel I have not responded in a timely way, please call again, as occasionally messages do not get conveyed. You will be charged for phone calls of more than 10 minutes, prorated at my usual hourly fee.

If you have a life-threatening emergency, please call 911 or go to the nearest hospital emergency room. If ever you cannot reach me in a mental health emergency, call the crisis line in your county.

Electronic Communication: With your permission, I may occasionally arrange an appointment or send you resource information (books, community resources, etc.) via email or text message. I will never exchange clinical information via email and ask that you also do not, because **email is not confidential**.

Limits On Confidentiality

The law protects the privacy of all communications between a patient and a psychologist. I may use or disclose confidential information (including but not limited to PHI) for purposes of treatment, payment, and healthcare operations when your written informed consent is obtained. I may use or disclose PHI for purposes outside of treatment, payment, and healthcare operations when you appropriate written authorization is obtained in the following situations:

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 your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your (or your personal or 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 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 to defend myself.
- If a patient files a worker's compensation claim, he or she automatically authorizes me to release any information relevant to that claim.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

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 patient's treatment. These situations are unusual in my practice.

- If there is a child abuse investigation, I may turn over my patient's relevant records to the appropriate

governmental agency, usually the local office of the Department of Human Services. Once such a report is filed, I may be required to provide additional information.

- If there is an elder abuse or domestic violence investigation, I may turn over my patient's relevant records to the appropriate governmental agency, usually the local office of the Department of Human Services. Once such a report is filed, I may be required to provide additional information.
- If I believe that a patient presents a clear and substantial risk of imminent, serious harm to another person, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.
- If I believe that a patient presents a clear and substantial risk of imminent, serious harm to him/herself, I 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, 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 in informing 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.

Records That I Maintain

You should be aware that, pursuant to HIPAA, I keep Protected Health Information (PHI) about you in two sets of professional records. One set constitutes 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 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. Except in unusual circumstances that involves danger or harm to yourself or others, you may examine and/or receive a copy of your Clinical Record, if your request it in writing. 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.

In most circumstances, I am allowed to charge a copying fee of \$30 for the first 10 pages and 50 cents/page thereafter. The exceptions to this policy are contained in the attached Notice Form. I refuse your request for access to your Clinical Record, 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. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless I determine that such disclosure would be injurious to you.

In the case of relationship of family counseling, or when multiple family members are present in the therapy session, the clinical records may contain information on all members present. If anyone in the family requests that clinical information be released to another party, for any reason, I require all those present to sign a release of information before that information can be released.

Patient Rights

HIPAA provides you with several new or expanded rights regarding 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.

AGREEMENT TO THE ABOVE POLICIES

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA PRIVACY NOTICE FORM DESCRIBED ABOVE.

Signature _____ Date _____

Signature (if seen with another family member)

_____ Date _____