

# **OUTPATIENT SERVICES CONTRACT**

Welcome to Silicon Valley Psychology. This document contains important information about our professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

We are very happy you have chosen to be part of our practice. It is our desire to create a relaxing environment for you with many levels of care to offer. Our team includes a variety of personalities and specialties to help you and your loved ones achieve personal growth. We will work with you to develop goals and collaborate with you in order to achieve your goals of wellness.

Our Psychologist and therapists offer a wide range of help for children, teens, adults, families, and couples. Some examples of our services include the following:

Children & Teens:	Stress, Anxiety, and Shyness Poor School Performance Irritability and Anger Sadness and Depression Conflict with Peers or Siblings
Adults:	Depression and Grief Break-Up, Separation, and Divorce Job or School Stress Parenting Issues Childhood Abuse or Trauma
Families:	Frequent Conflicts No Family Cohesion Different Parenting Styles New Parents Undermining Parental Authority
Couples:	New Relationships and Marriage Poor Communication Anger and Verbal Attacks Lack of Intimacy Separation and/or Divorce

The above are just a few of the issues we all may find ourselves dealing with, but may be having difficulty putting our finger on the best way to begin the road back to healthy living. We want to be there for you during these times of growth and development, and are committed to helping you add tools to your toolbox, in order to overcome the obstacles in your fast-paced and busy lives.



# **PSYCHOTHERAPY SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist/therapist and client, and the particular problems you bring forward. There are many different methods we 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 benefits for people who go through it. 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, we 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 us. 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 our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

# MEETINGS

We normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if Silicon Valley Psychology is the best place to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, we 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. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation; unless, we both agree that you were unable to attend due to circumstances beyond your control.

# **PROFESSIONAL FEES**

Our hourly fee is \$ \_\_\_\_\_ and to a limited number of clients, we also offer a sliding scale fee based on your income. In addition to weekly appointments, we charge this amount for other professional services you may need, though we will break down the hourly cost if we work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of us. If you become involved in legal proceedings that require our participation, you will be expected to pay



for our professional time even if we are called to testify by another party. Because of the difficulty of legal involvement, we charge \$250 per hour for preparation and attendance at any legal proceeding.

# PHONE AND TEXTING FEES

All phone calls and texts, exceeding five (5) minutes, will be billed at minimum of one-quarter of an hour (15 minute increments), at one-quarter of your hourly rate. For example, if you speak to your therapist for 15 minutes and your hourly rate is \$90.00, you will be charged \$22.50; if you speak to your therapist for 20 minutes, at the same hourly rate of \$90.00, you will be charged \$45.00.

# BILLING AND 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 which requires another arrangement. All co-pays will be due at the time each session is held, with balances due on the 1<sup>st</sup> and 15<sup>th</sup> of the month. Payment schedules for other professional services will be agreed to when they are requested. We accept cash, checks, and credit cards. We will be happy to store your card number for future payments.

Statements will be provided to clients at the end of each month. In circumstances of unusual financial hardship, we may be willing to negotiate a fee adjustment or payment installment plan. If you have gone three (3) sessions without payment, we will stop sessions and work with you to bring your balance to zero. If your account has not been paid for more than 60 days, and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information we release regarding a client's treatment is his/her name, the nature of services provided, and the amount due.

In an effort to help our community, we provide quality service at affordable prices. We have purposely kept our prices competitively low, so you never have to put your well-being on hold.

# **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 will usually provide some coverage for mental health treatment. We will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our 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, we will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, we will be willing to call the company on your behalf.



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 a lot can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end.

You should also be aware that most insurance companies require you to authorize us to provide them with a clinical diagnosis. Sometimes, we have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). 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, we 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. We will provide you with a copy of any report we submit, if you request it.

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 our sessions. It is important to remember that you always have the right to pay for our services yourself to avoid the problems described above (unless prohibited by contract).

# CONTACTING ME

We are often not immediately available by telephone. When we are unavailable, we monitor our voicemail frequently. We 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 us of some times when you will be available. If you are unable to reach us and feel that you can't wait for us to return your call, contact your family physician or the nearest emergency room and ask for the psychologist on call. If we will be unavailable for an extended time, we will provide you with the name of a colleague to contact, if necessary.

# **PROFESSIONAL RECORDS**

The laws and standards of our profession require that we keep treatment records. You are entitled to receive a copy of the records, unless we believe that seeing them would be emotionally damaging, in which case we will be happy to send them to a mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. We recommend that you review them in our presence so that we can discuss the contents. Clients will be charged an appropriate fee for any time spent on preparing information requests.

## MINORS

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is our policy to request an agreement from parents that



they agree to give up access to your records. If they agree, we will provide them only with general information about our work together, unless we feel there is a high risk that you will seriously harm yourself or someone else. In this case, we will notify them of our concern. We will also provide them with a summary of your treatment when it is complete. Before giving them any information, we will discuss the matter with you, if possible, and do our best to handle any objections you may have with what we are prepared to discuss. (At the end of your treatment, we will prepare a summary of our work together for your parents, and we will discuss it before we send it to them.)

# CONFIDENTIALITY

In general, the privacy of all communications between a client and a psychologist/therapist is protected by law, and we can only release information about our work to others with your written permission. But there are a few exceptions.

In most legal proceedings, you have the right to prevent us from providing any information about your treatment. In some proceedings involving child custody, and those in which your emotional condition is an important issue, a judge may order our testimony if he/she determines that the issues demand it.

There are some situations in which we are legally obligated to take action to protect others from harm, even if we have to reveal some information about a client's treatment. For example, if we believe that a child, elderly person, or disabled person is being abused, we must report it to the appropriate state agency.

If we believe that a client is threatening serious bodily harm to another, we are required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. If the client threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

These situations have rarely occurred in our practice. If a similar situation occurs, we will make every effort to fully discuss it with you before taking any action.

We may occasionally find it helpful to consult other professionals about a case. During a consultation, we make every effort to avoid revealing the identity of our clients. The consultant is also legally bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless we feel that it is important to our work together.

We will be happy to discuss any questions that you may have regarding confidentiality or any other concerns.



# PRIVACY POLICY

In accordance with Health Insurance Portability and Accountability Act (HIPAA), this policy describes how information about you may be used and disclosed, and how you may get access to this information. Please read it carefully.

# Privacy and Confidentiality

Psychologists have always managed psychological records with great concern for privacy and confidentiality. Although the security of psychological records has continuously been addressed by Psychology Codes of Ethics as well as State and Federal laws, the rules have been considerably strengthened by the provisions of the Health Insurance Portability and Accountability Act (HIPAA). The following information provides details about the provisions of the HIPAA and your rights concerning privacy and your psychological records.

# Who will observe these rules?

The following individuals are required by HIPAA to comply with the privacy rules:

- Your treating psychologist.
- Any administrative assistant or office staff.
- Any billing agency or collection agency that handles information about you (name, address, diagnostic codes, treatment codes, consultation dates, but not actual clinical records).

# Your Rights:

## The right to inspect and obtain a copy of your records:

Professional records constitute an important part of the therapy process and help with the continuity of care over time. According to the rules of HIPAA, your consultations are documented in two ways:

1) The *clinical record* (required) may include the date of your consultations, your reasons for seeking therapy, diagnosis, therapeutic goals, treatment plan, progress, medical and social history, treatment history, functional status, any past records from other providers, as well as any reports to your insurance carrier.

You have the right to inspect and obtain a copy of your *clinical record*. Viewing the record is best done during a professional consultation in order to clarify any questions that you might have at the time. You may be charged a nominal fee for accessing and photocopying the record.

2) *Psychotherapy notes* (optional), consisting of the specific content or analyses of therapy conversations, how they impact the therapy (including sensitive information that you may reveal that is not required to be included in your clinical record), and notes of your therapist that may assist in treatment. Psychotherapy notes are kept separately from your clinical record in order to maximize privacy and security.



*Psychotherapy notes*, however, if they are created, are not disclosed to third parties, HMOs, insurance companies, billing agencies, clients, or anyone else. They are for the use of a treating therapist in tracking the many details of the consultations that are far too specific to be entered into the clinical record.

## The right to request a correction or addendum to your psychological record

If you believe that there is an inaccuracy in your clinical record you may request a correction. If the information is accurate, however, or if it has been provided by a third party (previous therapist, primary care physician, etc.), it may remain unchanged, and the request may be denied. In this case you will receive an explanation in writing with a full description of the rationale. You also have the right to make an addition to your record if you think it is incomplete.

## The right to an accounting of disclosures of your psychological information to third parties

You have the right to know if, when, and to whom your psychological information has been disclosed (except for purposes of carrying out treatment, payment, and health care operations). However, you likely would already be aware of this, as you would have signed consent forms allowing such disclosures (e.g., disclosures to other psychotherapists, primary care physicians, specialists, etc.). This accounting must extend back for a period of six years.

## The right to request restrictions on how your information is used

You have the right to request restrictions on certain uses or disclosures of your psychological information. These requests must be in writing. These requests will most likely be honored, although in some cases they may be denied. This office does not use or release your protected health information for marketing purposes or any other purpose aside from treatment, payment, healthcare operations, and other exceptions specified in this notice.

#### The right to request confidential communications

You have the right to request that your therapist communicate with you about your treatment in a certain way or at a certain location. For example, you may prefer to be contacted at work instead of at home to schedule or cancel an appointment, or you may wish to receive billing statements at a post office box rather than your home address.

## The right to receive a copy of this notice upon request

You have the right to have a copy of this Privacy Policy.

## The right to file a complaint

You have the right to file a complaint if you believe your privacy rights have been violated. You must do so in writing. Your complaint may be addressed directly to your therapist or to the Secretary of the Department of Health and Human Services. If you have any questions or concerns about this notice



or this health information privacy please contact your therapist at the phone number printed on this policy.

# How Your Therapist May Use and Disclose Psychological Information about You

## For treatment

Your therapist may use psychological information about you to assist in the continuity of treatment and services. This information will not be shared with other health care professionals, however, unless you specifically request or agree to it and sign a consent form to that effect.

## For payment

Your therapist may use and disclose psychological information about you for billing purposes. This is generally restricted to your name and other personal identifiers (address, and other relevant information such as social security number or other needed information), diagnostic and treatment codes, dates of services, and similar information.

## For health care operations

Your therapist may share basic identifying information with other office staff to assist in scheduling or other treatment procedures. This would not normally include the contents of your psychological record.

## As required by law

It is possible (but unlikely) that the Department of Health and Human Services may review how I comply with the regulations of HIPAA. In such a case, your personal health information could be revealed as a part of providing evidence of compliance.

## **Business associates**

Your therapist may contract with a billing agency or attorneys to attend to business aspects on an asneeded basis. In this case, there will be a written contract in place with the agency requiring that it maintain the security of your information, in compliance with the rules of HIPAA.

## Changes to this Notice

Please note that this privacy policy may be revised from time to time. You will be notified of changes in the laws concerning privacy or your rights as your therapist becomes aware of them. If at any time you have questions regarding this information, please contact your therapist.



# **CANCELLATION POLICY**

Dear valued client,

As our appointment schedules become increasingly full, it has become even more important that our clients provide at least 24 hours notice before missing an appointment. In order to reduce scheduling problems and to allow all clients the best availability of appointment times, we will be enforcing the following cancellation policy.

Each client will be required to pay the full session fee for any missed appointments, where notice has not been given 24 hours before the appointment time. This fee will be due at the session following the missed appointment, without exception. Of course, we understand that on rare occasions, emergencies arise and we will consider waving the fee in such instances. Please be aware that the fee applies to all clients, and you should be aware that the majority of insurers will not reimburse for missed appointments.

Thank you for your understanding and cooperation.

Silicon Valley Psychology Team

I agree to pay the full session fee specified in the "Professional Fees" section of this contract, for any appointment that I miss and do not give at least 24 hours advance notice.

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

Client/Parent signature:	Date:
Client name (print):	
Clinician signature:	Date:
Clinician name (print):	