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Psychotherapist-Client Services Agreement (HIPAA)

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Welcome to my practice. This 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 federal law that provides privacy protections and client rights with regard to the use and disclosure of your Protected Health Information (PHI) used for treatment, payment and health care operations. 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, a copy of which is available to you upon request, explains HIPAA and its application to your personal health information in greater detail. We can discuss any questions you have at any time.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the particular problems you are experiencing. There are many different methods I 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 many benefits. Therapy often leads to better relationships, solutions to specific problems and significant reduction in feelings of distress. However, there are no guarantees of what you will experience.

MEETINGS

I normally conduct an evaluation that will last from 1 to 3 sessions. During this time we will both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week, bi-weekly or bi-monthly at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be financially responsible for it unless you provide **24-hours-in-advance** notice of cancellation. If you provide an email address, you will receive a reminder of your appointment by email 48 hours in advance. If it is possible, I will try to find another time to reschedule the appointment.

PROFESSIONAL FEES

The initial evaluation fee (first session) is \$185. Following the evaluation, my hourly fee is \$125. Fees for adoption assessments vary based on company and agency requirements. I also provide services on a sliding scale in appropriate situations. In addition to weekly appointments, I charge the hourly amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services might include 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. Should my work with you necessitate any legal involvement, my fee is \$350.00 per hour. I will need at least two weeks prior notice for depositions or court testimony. A retainer will be required for my work involving any legal proceedings.

BILLING and PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment can be made by cash, check, debit card, credit card, or electronic check. Payment schedules for other professional services will be agreed upon when they are requested.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. I will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by my confidential voice mail, or by the Office Manager. I monitor my voice mail frequently and I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. In addition, I am not generally available by email during work hours. If a client contacts me by email, I will make every effort to respond in a reasonable time frame. Neither telephone message nor email are appropriate during an emergency. In emergencies, you can call our live answering service at 816-299-4351. If the answering service is unable to contact me in a reasonable period of time, the answering service will offer to contact another therapist in the group. If you feel that you can't wait for me to return your call and you do not wish to talk with another therapist in The Pollock Group, you can contact your family physician, call 911 or present to the nearest emergency room for more immediate attention.

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 includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, reports of any professional consultations, your billing records, and any reports that have been sent to anyone. Except in the unusual circumstance where disclosure is likely to endanger you and/or others, or when another individual (other than another health care provider) is referenced, and I believe disclosing that information puts the other person at risk of substantial harm, you may examine and/or receive a copy of your Clinical Record, if you 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. Clients are charged an appropriate fee for any professional time spent in responding to information requests. If I refuse your request for access to your Clinical Records, you have a right of review, which I can discuss with you upon request.

In addition, I also keep a set of Psychotherapy Notes. These Notes are for my own professional 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 may also contain 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. Your Psychotherapy

Notes are not available to you and cannot be sent to anyone else, including insurance companies, without your written, signed authorization.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of Protected Health Information (PHI). These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of PHI that you have not consented to or authorized; determining the location to which PHI 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 HIPAA Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS & PARENTS

Clients under 18 years of age, who are not emancipated, and their parents should be aware that the law may allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is my policy to request agreement from parents that they consent to give up access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/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 s/he may have. Signing this treatment agreement indicates that parents have been informed of this policy and agree to it.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychotherapist. 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 a few exceptions:

- I may occasionally find it helpful to consult other professionals about a case. During a consultation I make every effort to avoid revealing the identity of my client. The consultant is 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.
- You should also be aware that I employ administrative staff. In most cases I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- I also have contracts with electronic billing and answering services. As required by HIPAA, I have a formal business associate contract with these businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise by law. If you wish, I can provide you with the names of these organizations and/or a blank copy of this contract.

Disclosures required by health insurers and collection of overdue fees are discussed elsewhere in this Agreement.

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-client privilege law. I cannot provide any information without your (or your 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 to them.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- If a client files a Worker's Compensation claim I must, upon appropriate request, provide a copy of the client's record to the Labor and Industrial Commission or the Worker's Compensation Division of the Missouri Department of Labor and Industrial Relations, or the client's employer.
- There are specific situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a client's treatment. These situations are highly unusual in my practice:
 - If I have reasonable cause to suspect that a child has been or may be subjected to abuse or neglect, or an elderly or disabled adult presents a likelihood of suffering serious physical harm and is in need of protective services. In such cases I may be required to file a report with the appropriate state agency.
 - If I believe that it is necessary to disclose information to protect against a clear and substantial risk of imminent serious harm being inflicted by the client on him/herself or another person, I may be required to take protective action. These actions may include initiating hospitalization and/or contacting the potential victim, and/or the police and/or the client's family.

If such a situation arises and if I deem it appropriate, 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. In situations where specific advice is required, formal legal advice may be needed.

INDEPENDENT PROFESSIONAL

I work with a group of independent mental health professionals under the name, "The Pollock Group". This group is an association of independently practicing professionals who share certain expenses and administrative functions. While we share an office space, I want you to know that I am completely independent in providing you with clinical services and I alone am responsible for those services. My professional records are maintained separately and no member of the group can have access to them without your specific written permission.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship. You may revoke this agreement in writing at any time. 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 or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

Client/Responsible Party

Date