

## **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 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 for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is 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, please 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 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.

### **PSYCHOLOGICAL SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personality of both the therapist and the patient and the particular problems which the patient brings. There are a number of different approaches which can be utilized with the problems you hope to address. Psychotherapy is not like visiting a medical doctor, in that it requires a very active effort on your part. In order to be most successful, you will have to work on things we talk about both during our sessions and at home.

In the process of psychotherapy, there are some predictable experiences. It is common to feel a wide range of feelings. You should not expect to immediately feel better. The process can intensify certain feelings which brought you to therapy. As therapy proceeds, you may begin to question some of your beliefs and attitudes. Strong positive and negative feelings toward this therapist may surface. Share these, as you feel ready.

Psychotherapy is more than simply applying a Band-Aid to your emotional wounds. It can be a painful but rewarding process of self-inquiry, which may at times become an all-consuming preoccupation. Feel free to share all of your feelings and thoughts regarding your therapy experiences. At times you may lose interest or question the

value of your therapy. This is a natural part of the process and can be a valuable signal of certain issues which may be difficult to deal with. Should you begin to think of terminating or feel that you have reached a plateau and are “stuck,” share these feelings with me so we can deal with them together. A very important part of the therapy process is the relationship we will have together. It is important to be honest and open.

You can expect me to demonstrate honesty, concern and the skillful means to help you learn about yourself. The adventure of psychotherapy can be one of the most valuable experiences of your life.

Psychotherapy has both benefits and risks. Risks sometimes include experiencing uncomfortable levels of feelings like sadness, guilt, anxiety, anger and frustration, loneliness and helplessness. Psychotherapy often requires recalling unpleasant aspects of your life. Psychotherapy has also been shown to have benefits for people who undertake it. It often leads to a significant reduction of feelings of distress, resolutions of specific problems, and better relationships, but there are no guarantees about what will happen.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work will include and an initial treatment plan, if you decide to continue. You might 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 are wise to be careful about the therapist you select. If you have questions about my procedures, ask to discuss them whenever they arise. If your doubts persist, I will be happy to help you secure an appropriate consultation with another mental health professional for a second opinion.

## **MEETINGS**

My normal practice is to conduct an evaluation which will last from two to four sessions. During this time, we can both decide whether I am the best person to provide the services which you need in order to meet your treatment objectives. If psychotherapy is initiated, we will usually schedule one 45-minute session (one appointment hour of 45 minutes duration) per week at a mutually agreed time, although sometimes sessions will be longer or more frequent. Meeting weekly is an effective pattern for many people, giving time for reflection, integration of new understanding and trying new approaches to existing problems. Your time has been reserved specifically for you, be prompt so you will receive maximum benefit. Once this appointment hour is scheduled, you will be expected to pay for it unless you provide a minimum of 24 hours advance notice of cancellation. If it is possible, I will try to find another time to reschedule the appointment. It is important to note that insurance companies do not provide reimbursement for cancellations, missed sessions, or sessions of less than 45 to 50-minutes.

## **PROFESSIONAL FEES**

My fee for a 45-minute individual session is \$175.00 for the initial session and \$120.00 per session thereafter. My fee for a 90-minute couples session is \$250.00. In addition to weekly appointments, it is my practice to charge this amount on a prorated basis for other professional services you may require--report writing, telephone conversations longer than 5 minutes, attendance at meetings or consultations with other professionals which you have authorized, preparation of records or treatment summaries, or the time required to perform any other service which you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for the professional time, including preparation and transportation, even if I am compelled to testify by another party. Because of the complexity and difficulty of legal involvement, I charge \$250.00 per hour for preparation and attendance at any legal proceeding.

## **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless we agree otherwise or you have insurance coverage which requires another arrangement. Payment schedules for other professional services will be agreed to at the time these services are requested. Checks are made payable to Diane McCormack, Ph.D. You can submit your own insurance claims.

If your account is more than 60 days in arrears and suitable arrangements for payment have not been agreed to, I have the option of using legal means to secure payment, including collection agencies or small claims court. This may 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 the services provided, and the amount due. If such legal action is necessary, the costs of bringing that proceeding will be included in the claim.

## **INSURANCE REIMBURSEMENT**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources are available to pay for your treatment. If you have a health benefits policy, it will usually provide some coverage for mental health treatment. I will provide you with whatever assistance I can in facilitating your receipt of the benefits to which you are entitled including filling out forms as appropriate. However, you, and not your insurance company, are responsible for full payment of the fee to which we have agreed. Therefore, it is very important that you find out exactly what mental health services your insurance policy covers.

I suggest carefully reading the section in your insurance coverage booklet which describes mental health services. If you have questions, you are advised to call your plan and inquire. Of course, I will provide you with whatever information I can based on my experience and will be happy to try to assist you in understanding the information

you receive from your carrier. If necessary, to resolve confusion, I am willing to call the carrier on your behalf.

Due to the rising cost 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 advance authorization before they will provide reimbursement for mental health services. These plans are often oriented towards a short-term treatment approach designed to resolve specific problems that are interfering with one's usual level of functioning. It may be necessary to seek additional approval after a certain number of sessions. In my experience, while quite a lot can be accomplished in short term therapy, some patients feel that more services are necessary after insurance benefits expire. Some managed care plans will not allow me to provide services to you once your benefits are no longer available. If this is the case, I will do my best to find you another provider who will help you continue your psychotherapy.

You should also be aware that most insurance agreements require you to authorize me to provide a clinical diagnosis. Sometimes additional clinical information such as a treatment plan or summary or a copy of the entire record is required. 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, in all probability, 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 databank. If you request it, I will provide you with a copy of any report which I submit. By signing this Agreement, you agree that I can provide requested information to your carrier should you submit for reimbursement.

Once you 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 the insurance benefits run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself and avoid the complexities which are described above.

## **CONTACTING ME**

I am often not immediately available by telephone. Even while in my office, I usually do not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by voice mail which I monitor frequently. I will make every effort to return your call on the same business day you make it with the exception of weekends and holidays. If you are difficult to reach, please leave some times when you will be available. In emergencies, you can try me at (313) 610-6674. If you cannot reach me, and you feel that you cannot wait for me to return your call, contact your family physician or go to the emergency room at the nearest hospital and ask for the psychologist or psychiatrist on call. If I am unavailable for an extended time, I will

provide you with the name of a trusted colleague whom you can contact if necessary. Other emergency numbers: Wayne County Crisis Center (313) 224-7000, Macomb County Crisis Center (810) 307-9100, Oakland County Crisis Center (248) 456-0909.

### **LIMITS ON 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 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 BSI-Medical Billing Specialists, Inc. 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 address of this organization and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this 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 your diagnosis and treatment, 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 I am being compensated for providing treatment to you as a result of your having filed a worker's compensation claim, I must, upon appropriate request, provide information necessary for utilization review purposes.

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 I have reasonable cause to suspect child abuse or neglect, the law requires that I file a report with the Family Independence Agency. Once such a report is filed, I may be required to provide additional information.
- ♣ If I have reasonable cause to suspect the "criminal abuse" of an adult patient, I must report it to the police. Once such a report is filed, I may be required to provide additional information.
- ♣ If a patient communicates a threat of physical violence against a reasonably identifiable third person and the patient has the apparent intent and ability to carry out that threat in the foreseeable future, I may have to disclose information in order to take protective action. These actions may include notifying the potential victim (or, if the victim is a minor, his/her parents and the county Department of Social Services) and 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 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.

## **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Records. Except in unusual circumstances that disclosure would physically endanger you and/or others or makes reference to another person (unless such other person is a health care provider) and I believe that access is reasonably likely to cause substantial harm to such other person or where information

has been supplied to me confidentially by others, 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. In most circumstances, I am allowed to charge a copying fee of \$2.00 per page. If I refuse your request for access to your records, you have a right of review (except for information supplied to me confidentially by others), which I will discuss with you upon request.

## **PATIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. 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 protected health information that you have neither consented to nor authorized; determining the location to which protected health 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.

## **ENDING SERVICE**

Usually treatment ends when we both agree that your goals have been substantially met with an acceptable degree of success. Either one of us may bring it up. Then I recommend that two sessions be spent reviewing, clarifying, summarizing, consolidating learnings and discussing your future goals. You may always chose to end the sessions. Other circumstances, such as a geographical move, may make it difficult or impossible to continue meeting.

I may discontinue service when it is the most reasonable option in view of your response to treatment or when I cannot provide services in a manner that professionally or ethically complies with the standards of my profession. If you fail to maintain contact at least once every ninety days, I will put your chart in my inactive file. If you fail to comply with the provisions of this agreement, treatment ends. If you are being seen for a substance abuse problem, have little motivation to quit abusing alcohol, drugs or chemicals, come to therapy high, or have made no contact in a thirty day period, I will no longer be able to provide service. If you are using therapy to manipulate a third party, including but not limited to, an employer, family member, or third-party payer, I will also terminate treatment. Therapy ends immediately if you violate the confidentiality of another client, or demonstrate inappropriate behavior (e.g. verbal or physical violence) relative to yourself, me, or another which is disruptive to the therapeutic process.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Referred by \_\_\_\_\_

Phone \_\_\_\_\_

Address \_\_\_\_\_

May Dr. McCormack send a thank you note to the above named person(s) who referred you to her? If so, please sign and date below. Thank you.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date