



320 W. Lanier Ave., Suite 200, Fayetteville, GA 30214 • Tel 404.566.5402

## **THERAPIST-PATIENT SERVICES AGREEMENT**

Welcome to my private 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* (HIPPA), a federal law that provides new privacy protections and new patients 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. HIPPA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment, and healthcare operations. The Notice, which is attached to this Agreement, explains HIPPA 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. 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 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.

## **PSYCHOTHERAPEUTIC & SEXUALITY COUNSELING SERVICES**

Psychotherapy is not easily described in general statements. Services will vary depending on the particular problems you are experiencing and the treatment(s) I recommend. There are many different methods I may use to deal with the problems that you hope to address, including referrals for psychiatric services and/or medications, medical evaluations, couples counseling, etc. Treatment calls for an active effort on your part, and in order to be most successful, you will want to work on items we talk about both during our sessions and at home.

Whether general psychotherapy or sexuality counseling, both 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 reductions in feelings of distress. Please remember that there is no guarantee of what you will experience.

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 first impressions of what our work will include and a treatment plan to follow, if you decide to continue with treatment. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Psychotherapy and sexuality counseling involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have doubts about my procedures, we can discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

## MEETINGS

I normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. I will generally schedule 45 minute sessions at regular intervals that we agree on, although some sessions may be longer, shorter, or more frequent depending upon your treatment plan. **Once an appointment 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. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.** If it is possible, I will try to find another time to reschedule the appointment.

## PROFESSIONAL FEES

My fee for a typical 45-minute session is \$125, \$150 for a 60-minute session and \$175 for a 90-minute session. In addition to regular appointments, I charge this 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 include professional report preparation and writing, *telephone conversations and e-mails lasting longer than 5 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. Beyond a 60-minute session, should your session run over the specified time, I will bill you in increments of 15 minutes based upon my session rate (\$31.25/per 15-minute increments) Fees for other types of treatment services such as hypnotherapy are available at your request. 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. I charge \$250 per hour *in advance* for preparation and attendance at any legal proceedings.

## CONTACTING ME

Due to my work and travel schedule, I am usually not immediately available by phone. When I am unavailable, calls are answered by office staff or confidential voicemail (770.703.4448). I will make every effort to return your call on the same day, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you cannot wait for me to return your call, please contact your family physician or the nearest emergency room and ask for the psychiatrist on call. If I will be unavailable for an extended time, I will provide you with a means to reach me or the name of a colleague to contact, if necessary.

### **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a therapist. 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 HIPPA. 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 Physicians Policies and Practices to Protect the Privacy of Your Health Information).
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If you threaten to harm yourself or others, I may be obligated to seek hospitalization for you or to contact family members or others who can help provide support.

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 physician-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 you file a complaint or lawsuit against me, I may disclose relevant information regarding you in order to defend myself. Such a complaint or lawsuit automatically terminates our psychiatrist-patient relationship.
- If you file 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.
- Some situations may occur in which I am legally obligated to take actions, which I believe are necessary to attempt to protect yourself and/or others from harm, and I may have to reveal some information about your treatment. These situations are very 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 disabled adult or elder person, 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 you present 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 you.

*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. In situations where specific advice is required, formal legal advice may be needed.

### **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPPA, I keep Protected Health Information (PHI) about you in two sets of professional records. One set of PHI constitutes your Clinical Record. It includes information about your reasons for

seeking treatment, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress toward those goals, your medical and social history, your treatment history, any past treatment/medical records that I receive from other provider(s), 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 involve danger to yourself or others or that make 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 persons, you or your legal representative 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 situations, I am allowed to charge a copying fee of \$0.25 per page (and for certain other expenses). If I refuse your request for access to your records, you have a right of review (except for information provided to me confidentially by others), which I will discuss below.

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 patient to patient, 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 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 cannot be sent to anyone else, including insurance companies without your written, signed authorization. Insurance companies cannot require your authorization as a condition of coverage or penalize you in any way for your refusal to provide it.

All PHI (Clinical Records and Psychotherapy Notes) is secured in a locked location to which only I have access. I also keep a transcribed telephone log of your calls and document the calls and their content in your chart. Any e-mails you send to me are initially housed on a secure network that is on a password protected computer to which only I have access. Once I receive your e-mail, I print it and place it in your Clinical Record while simultaneously deleting the original electronic version.

## **PATIENT RIGHTS**

HIPPA 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**

For patients under 18 years of age who are not emancipated, their parents should be aware that the law allows parents to examine their child's treatment records unless I believe that doing so would endanger the child or we agree otherwise. Because privacy is psychotherapeutic treatment is often crucial to successful progress, particularly with teenagers, it is generally my policy to request an agreement from parents that they consent to give up their 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 or her 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 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 he/she may have.

### **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held. In general, I do not bill for services. Payment schedules for other professional services will be agreed to when they are requested.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I charge an additional 1.5% per month (18% APR) for all overdue balances. I also reserve the option of using legal means to secure the payment. This may involve utilizing a collection agency or going through small claims court which will require me to disclose otherwise confidential information to you. 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.

Acceptable payments methods include Visa, MasterCard and Discover credit and debit cards as well as cash.

### **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. However, **you (not your insurance company) are ultimately**

**responsible for full payment of fees. Intimate Details, LLC and Dr. Tiffanie Davis Henry are considered out-of-network providers. I will provide you with the appropriate documentation so that you may file any necessary claims for reimbursement yourself. Payment is expected, in full, at the time of service and if your insurance company denies your claim, you are still responsible for the full self-pay rate.** If you anticipate submitting information to your insurance company, it is very important that you find out exactly which mental health services your insurance company covers.

If you decide to submit claims for reimbursement to your insurance company, you should be aware that your contract with your health insurance company requires that I provide the company with information relevant to the services that I provide to you. I am also required to provide a clinical diagnosis. 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 database. 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 the information may become part of a national 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 insurance carrier.

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

|                               |                        |
|-------------------------------|------------------------|
| _____                         | _____                  |
| Patient Name (Print)          | Date                   |
| _____                         | _____                  |
| Signature of Patient/Guardian | Signature of Therapist |

\_\_\_\_\_ Copy accepted by patient

\_\_\_\_\_ Copy kept by therapist