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CLIENT: _____

PSYCHOTHERAPIST-CLIENT SERVICES AGREEMENT

Welcome to my 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 of 2013 (HIPAA), a federal law that provides new privacy protections and new client 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. Although this document is long and sometimes complex, it is very important that you read it carefully before signing it. We can discuss any questions you have about the procedures. 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 (if applicable) 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 on the personalities of the psychologist and client(s), and the particular problems you are experiencing. There are many different methods I may use to deal with the problems you hope to address for yourself, your family, or on behalf of your minor. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for therapy to be most successful, you, your family or your minor will have to work on things we talk about during the session and at home.

Psychotherapy can have benefits and risks. Since therapy often involves thinking about and 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 been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees of what you will experience.

Our first session will involve an evaluation of your needs, whether it is for individual therapy, family therapy or therapy of a minor for whom you have legal custody. 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 therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. 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 or concerns about anything that happens in therapy, we should 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. You can also request that I refer you to someone else if you decide that I am not the right therapist for you.

MEETINGS

I normally conduct a clinical 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. If psychotherapy is begun, I will usually schedule one appointment hour of 45 to 50 minutes duration per week at a time we agree on, although some sessions may be longer or more/less frequent. You are responsible for coming to your session on time and at the time we have scheduled. If you are late, we will end on time and not run over into the next person's session. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours notice of cancellation, except in the case of sudden illness, injury, or severe weather conditions. It is important to note that insurance companies or school districts do not provide reimbursement for cancelled sessions.** If it is possible, I will try to find another time to reschedule the appointment in the same week.

PROFESSIONAL FEES

My fee is **\$200.00 for the initial evaluation** (usually our first meeting) and **\$175.00 for each 45-50 minute session thereafter**. In addition to weekly appointments, I charge this amount for professional services you may need, though I will break down the hourly cost if I work periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals or organizations (e.g., schools) with your authorization, preparation of records or treatment summaries and the time spent performing any other services you may request of me. **If you, your family, or your minor for whom you have legal custody becomes involved in legal proceedings that might require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if am called to testify by another party. Because of the difficulty of legal involvement, I charge \$375.00 per hour for preparation, travel and attendance at any legal proceeding. Be informed that insurance companies generally do not reimburse for court related costs, making you fully responsible for the cost of these services. It is also important to note that I ethically cannot offer any professional opinion with regard to custody considerations, should they arise, while working with any minors for whom legal custody becomes a question. I do not conduct the necessary forensic/parenting evaluations designed to help clarify custody matters.**

CONTACTING ME

Due to my work schedule and that I am often working in different settings on different days, I am often not immediately available by telephone. While I am usually reachable via telephone, I probably will not answer the phone when I am with a client. When I am unavailable my

telephone is answered by voice mail that I monitor frequently. I will make every effort to return your call on the same day you make it, with the exception of Fridays, weekends and holidays. When you call, please tell me some times when you will be available. In emergencies, you can attempt to reach me via my phone number at 603-640-6156. However, if you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the mental health professional on call. I am away approximately three or four times yearly for vacations. I will tell you well in advance of any planned absences, and provide you with the name and phone number of the therapist who will be available to handle emergencies in my absence. That person's name and number will also be on the outgoing message of my voicemail.

LIMITS OF CONFIDENTIALITY

The law protects privacy of all communications between a client and a psychologist. In most situations, I can only release information about your treatment (or the treatment of a minor for whom you hold legal custody) 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 with other health and mental health professionals about a case. During consultation, I make every effort to avoid revealing the identity of my client(s). The other professionals are also legally bound to keep the information confidential. If you do not 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).
- Disclosures required by health insurers or collect overdue fees are discussed elsewhere in this Agreement.
- If a client threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or 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 (or the minor for whom you have legal custody) are involved in a court proceeding and a request is made for information concerning the professional services that I provided you and/or the records thereof, such information is protected by the psychologist-client privilege law. I cannot provide any information without your written authorization, or a court order. Authorization is necessary from any and all legal adults who have been identified as a client (e.g., family therapy/couples therapy requires all adults authorization before release) unless a court order has been served. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would likely order me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it.

- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.

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 client's treatment.

If I have reason to suspect that a child has been abused or neglected, the law requires that I file a report with the Division for Children, Youth and Families. Once such a report is filed, I may be required to provide additional information.

If I suspect or have good faith reason to believe that any incapacitated adult has been subjected to abuse, neglect, self-neglect, or exploitation, or is living in a hazardous environment, the law requires that I file a report with the appropriate governmental agency, usually the Department of Health and Human Services. Once such a report is filed, I may be required to provide additional information.

If a client communicated a serious threat of physical violence against a clearly identified or reasonably identifiable victim or victims, or a serious threat of substantial damage to real property, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking involuntary hospitalization for the client.

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.

There are some circumstances which do not create legal exceptions to your confidentiality but may limit it for practical reasons. These include:

The use of various electronic methods of communication, including but not limited to voicemail, email, fax, and cellular telephones, may compromise your confidentiality. There are inherent risks in using electronic equipment and transmissions. I take all reasonable precautions to protect your privacy but cannot control what happens to information once it has been transmitted. In particular you should treat any email exchanged between us like a postcard, with the same level of privacy. **It is important to note that I do not monitor my email on a daily basis. Thus, do not share/send any information via email in which you mention personal information or state that there is a crisis. Please attempt to contact me via phone and should you not be able to await my return call, contact your nearest emergency room and ask for the mental health counselor on call in that hospital. I generally use email only for rescheduling appointments and will limit any responses to your email to ensure your privacy.**

Should couples therapy be warranted and you or your partner have any individual sessions as part of the treatment, what you say in those individual session will be considered part of the couples therapy, and can and probably will be discussed in our joint session. Do not tell me anything you wish kept secret from your partner. I will remind you of this policy before beginning each individual session.

You may request anyone you wish to attend a therapy session with you; however, any one else attending your session may not be constrained to maintain the privacy of your treatment.

While a written summary of the exceptions of confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns you may have now on 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

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 way 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, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, Individualized Education Plans from schools, and any reports that have been sent to anyone, including reports to your insurance carrier. 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 content 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 you Clinical Record. These Psychotherapy Notes are kept separate from you Clinical Record. While insurance companies can request and receive a copy of you Clinical Record, they cannot receive a copy of you Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require you to Authorize as a condition of coverage nor penalize you in any way for you refusal. You may examine and/or receive a copy of both sets of records, if you request 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 provider so you can discuss the contents. I am sometimes willing to conduct this review without charge. In most circumstances, I am allowed to charge a copying fee of \$15.00 for the first 30 pages or 50 cents per page, whichever is greater. The exceptions to this policy are contained in the Notice of my policies and practices, which I have also given you today.

I maintain your records in a secure location in my office, which is located at the 2 West Park Street #219, Whipple Pulsifer Block, Lebanon NH 03766. I also have a computer disk which is password protected. I will maintain your clinical record and business records for a minimum of 7 years after the last activity on your account. Should a client be a minor, I will maintain the record for minimum of 7 years after the minor reaches the age of 18. A summary of your record will be kept for a minimum of 12 years prior to the disposal, in accordance with the New Hampshire laws and current American Psychological Association guidelines. I have made provisions for a professional colleague to handle the disposition of the records I keep, in the event of my inability to continue to practice or my death.

CLIENTS 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 Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorize; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; 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.

You have the right to ask questions or raise concerns about anything that happens in therapy. I am always willing to discuss how and why I have decided to do what I am doing, and to look at alternatives that might work better. If you feel that I am in need of getting better information about a topic of concern to you, please let me know. I am always open to your suggestions and concerns. You can ask me about my training for working with your concerns, and can request that I refer you to someone if you decide I am not the right therapist for you. There is a brief description of my background and training available upon your request.

I adhere to the most recent Ethical Principles of Psychologists and Code of Conduct of the American Psychological Association. I can provide you with a copy or there is a copy of this Code on line at <http://www.apa.org/ethics>, or by calling the office of the New Hampshire Psychological Association (225-9925) and asking for a copy. I do not have social or sexual relationships with clients or former clients because that would be unethical and illegal, and it would abuse the therapeutic relationship.

You are; of course, free to leave therapy at any time. You have the right to decide when therapy will end with some exceptions. If we have contracted for a specific short-term piece of work, we will normally finish therapy at the end of that contract. If I judge that I am not able to help you, either because of the kind of problem you have or because my training and skills are not sufficient, my ethics require that I inform you of this fact and refer you to another therapist who can meet your needs. In any case, I will provide you with names of other possible therapists if you so desire.

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 (NH Medicaid only) that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a payment installment plan or fee discount. It is important to note that I am not on any insurance provider panels, with the exception of NH Medicaid. This Agreement signifies that you will pay out of pocket and submit bills to your insurance company, should you decide to attempt to be partially reimbursed for therapy expenses. I am happy to fill out any form you may need to give to your insurer in an attempt to be reimbursed, but I will not be responsible for sending any documentation to your insurance provider. You must arrange for any preauthorization for an out-of-network provider service from your insurer.

I am not willing to have clients run a bill with me. If you find that you are having a hard time paying for therapy, please discuss it with me. I am willing to discuss setting up a payment plan or reduced fee. I do keep a few slots in my practice reserved for reduced-fee clients, and if one of

those is open, I might make it available. Other options include meeting less frequently or making an agreement about paying installments. If your financial circumstances improve, please let me know so that we can readjust our agreement. ***Payment made at the point of service delivery will result in a negotiated reduction in our agreed upon fee, which will be documented and signed.***

I will not accept barter for therapy. I am a participating provider for NH Medicaid and accept assignment from them. I am not a provider for other insurers and will not accept assignment from them, making you responsible for paying the difference between what the insurance company may reimburse you for a pre-authorized out-of-network provider session and my standard fee. Should your treatment be covered by a school district, a copy of the treatment agreement is needed for your Clinical Record and I will bill the school district directly each month. Billing a school district requires that I send a monthly record of the services rendered. I will not share any information other than date/duration and type of service rendered. An Authorization will be necessary to allow for billing to the school district.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, it costs will be included in the claim.

INSURANCE REIMBURSEMENT

I am not a participating provider for any insurance company other than NH Medicaid. In some cases this means that the insurance company will not approve or pay for your therapy with me. You should carefully read the section in you insurance coverage booklet that describes mental health services. If you have questions about the coverage, call you plan administrator. Of course, I will provide you with whatever information I can based upon my 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, I am willing to call the company on your behalf. Some managed care plans will not partially reimburse your out-of-pocket expenses for my services. In these instances, you have the option to consider utilizing in-network providers.

You should also be aware that your contract with you health insurance company requires you to provide them with information relevant to the services I provide you. I am happy to provide a clinical diagnosis and any other clinical information such as treatment plans or summaries, or copies of my entire Clinical Record, should you decide to request partial reimbursement from your insurer for my services. 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 the information you send them once it is in their hands. I will provide you with any necessary documentation and it will be your responsibility to request any potential reimbursements from your insurer. I will not mail, fax, or email any information to you insurer (with the exception of NH Medicaid).

Once we have all of the information about self-payment for services, NH Medicaid coverage, or a signed treatment agreement from a school district for payment of services, 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 your sessions.

COMPLAINTS

If you are unhappy with what is happening in therapy, I hope you will talk about it with me so that I can respond to your concerns. I will take such constructive criticism seriously, and try to respond with care and respect.

If you believe that I have been unwilling to listen and respond, or that I have behaved illegally or unethically, you can complain about my behavior to the NH Board of Psychologists, 49 Donavan St., Concord NH 03301, or the Ethics Committee of the American Psychological Association, 750 First St. NE Washington, D.C. 20002.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE INFORMATION IN THE PSYCHOTHERAPIST-CLIENT SERVICES AGREEMENT DATED 4/14/2003 AND AGREE TO ABIDE BY ITS TERMS DURING OUR PROFESSIONAL RELATIONSHIP. A copy has been given to you for your records.

I have read this Agreement and I have had sufficient time to be sure that I have considered it carefully. I have asked any questions that I needed to ask, and I understand it. I consent to the use of a diagnosis should Dr. Atkins be billing NH Medicaid or a school district for services rendered. I agree that I am responsible for paying the agreed upon fee of **\$200.00 for the initial evaluation and \$175.00 per session**, unless a reduced fee or discount has been established at the onset of treatment and documented and signed. I will pay any fees not covered by any other insurance company as Dr. Atkins will not bill any insurer (except NH Medicaid) for treatment he offers. I understand the inherent risks in using electronic equipment in transmitting my information, including contact via internet/email. I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I agree to undertake therapy for myself, or I am consenting for Dr Atkins to treat for a minor for whom I have legal custody. I know that I can end therapy at any time I wish without compromising any future care. I also understand that I can refuse any requests or suggestions made by Dr. Atkins without compromising my care. I am over the age of eighteen or I am signing for a minor for whom I have legal custody.

Name

Date

Printed name of parent

Name of Minor (if applicable)