

## **OUTPATIENT SERVICES AGREEMENT for JONATHAN W. GOULD, Ph.D.**

Welcome to my practice. This document contains important information about my professional services and business policies. It is important that you 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.

### **PSYCHOLOGICAL SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you bring forward. 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. 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, 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 opinion 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 about my procedures, 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.

### **MEETINGS**

I normally conduct an evaluation that will last from two to four 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 sixty-minute session at a time and at a frequency that we agree upon. Some sessions may be longer or more frequent. Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation, or unless we both agree that you were unable to attend due to circumstances beyond your control. Such circumstances might include sudden illness or a family emergency, but would not include, for example, a work conflict. Monday appointments must be cancelled by noon on the preceding Saturday.

### **PROFESSIONAL FEES**

My hourly fee is \$170. In addition to regular appointments, I charge this same fee for other professional services you may need, although the hourly fee is prorated if the service provided is less than one hour. Such services include report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings you have authorized with other professionals, 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 my professional time, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$300 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 unless you have insurance coverage which requires another arrangement. Payment schedules for other professional services will be agreed upon when

they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.

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. In most collections situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount owed.

### **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. Health insurance policies usually provide some coverage for mental health outpatient treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you are responsible for full payment of my 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, I will provide you with whatever information I can based upon my experience and will be happy to help you understand the information you receive from your insurance company. If it is necessary to clear confusion, I will be willing to call your insurance company on your behalf.

Due to the rising costs of health care, insurance benefits have become increasingly 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 one'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 patients feel they need more services after insurance benefits end.

You should also be aware that most insurance companies require that you authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or, in rare cases, copies of the entire record. 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 once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit if you request it.

Once we have all 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 your 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 to avoid the problems described above, unless prohibited by contract.

### **CONTACTING ME**

Typically, I am not directly available by telephone. Our main number is forwarded directly to our voice mail. I check voice mail frequently. I will contact you as soon as possible after I receive your message. In a crisis or emergency, you can reach a live operator through the emergency number given in our main message (1-866-365-8099). The operator will attempt to reach me directly. If this is not successful, the operator will page the on-call therapist, who is a member of my practice.

### **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep treatment records. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. Under conditions where I believe viewing your records would be harmful to you, I may not agree to allow you access. Patients will be charged an appropriate fee for any professional time spent in responding to 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 my policy to request an agreement from parents in which they accede to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is high risk that you will seriously harm yourself or someone else, or that you have been seriously mistreated by an adult (e.g., physical or sexual abuse). In either case, I will notify your parents of my concern. Before giving them any information, I

will discuss the matter with you, if possible, and do my best to handle any objections you may have to the information that I am prepared to discuss with them.

### **CONFIDENTIALITY**

In general, the privacy of all communications between a patient and a psychologist is protected by law, and I can only release information about our work to others with your written permission. There are a few exceptions, however.

In most legal proceedings, you have the right to prevent me 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 my testimony if he/she determines that the issues demand it.

There are some 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 patient's treatment. For example, if I believe that a child, elderly person, or disabled person is being abused, I must file a report with the appropriate state agency.

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

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

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 patient. 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.

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 at our next meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The Health Insurance Portability and Accountability Act (HIPAA) is a new federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Inf (PHI) used for the purposes of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) that I provide for use and disclosure of PHI for treatment, payment, and health care operations. The Notice 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. Although these documents are long and sometimes complex, it is very important that you read them carefully before our work together can begin. We can discuss any questions you have about the procedures after you have read the entire document. When you sign this document, it will represent an agreement between us. You may revoke this Agreement in writing at any time. The 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.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship. Your signature below also indicates that you have read the HIPAA Notice Form and understand that you may request a copy of that form at any time.

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Jonathan W. Gould