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## PSYCHOTHERAPIST-PATIENT 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 federal law that outlines privacy protections and patient rights with regard to the use and disclosure of your protected health information (PHI).

The law requires that I obtain your signature acknowledging that I have provided you with this information by the end of your initial session. It is important that you read this 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 varies depending on the personalities of the psychologist and patient, 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, all of which will involve active participation on your part.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant parts of your life, you may experience feelings of discomfort such as sadness, anger, guilt, frustration, loneliness, helplessness and more. However, psychotherapy has also shown to have many benefits such as better relationships, solutions to specific problems, greater understanding of oneself, significant reductions in feelings of distress, and an increase in life satisfaction. There are no guarantees of what you will experience. At any point throughout our work, I strongly encourage you to talk about your reactions to the therapy process.

### Meetings

Our first few sessions will involve an evaluation of your needs. 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. By the end of the evaluation, I will be able to offer you some first impressions of what our work could include if we decide to continue together with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. If you have any questions about my procedures, we can discuss them whenever they arise. If we decide not to work together, I will be happy to help you contact another mental health professional.

If psychotherapy is begun, we will usually meet, on average, for one session per week at a time we agree on. These sessions will range in length from 40-55 minutes, depending on the nature of the service being provided. Some sessions may be slightly longer or shorter or more or less frequent. **Once an appointment hour is scheduled, you will be expected to pay my full fee for it unless you provide 48 business hours advance notice of cancellation. It is important to note that insurance companies do not provide reimbursement for missed sessions.**

### Professional Fees

My fees range from \$200-\$300 per session or consultation, depending on the nature of the service. These fees are subject to change at any time.

Other services such as telephone consultations, report and letter writing, document/email review, consulting with other professionals (authorized by you), etc. will be charged on a pro-rated basis of the above fees. It is important to understand that these services are not covered by health insurance and you will be responsible for payment if you request them.

Also, if you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time. Because of the difficulty of legal involvement, I charge \$500 per hour for preparation, transportation, and attendance at any legal proceeding, even if I am called to testify by another party.

### **Contacting Me**

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, my telephone is answered by voice mail. I will make every effort to return your call within 48 hours, 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 can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, you can contact the on-call clinician, (name and number will be on my voice mail) if necessary.

### **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. I will note all consultations in your Clinical Record, which is called PHI (Protected Health Information).

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 (or your legal representative's) written authorization or a court order.
- 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 a patient files a worker's compensation claim, I must, upon appropriate request, provide appropriate information, including a copy of the patient's record, to patient's employer, the insurer or the Department of Workers' Compensation.

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 believe that a child under age 18 is suffering physical or emotional injury resulting from abuse inflicted upon him or her which causes harm or substantial risk of harm to the child's health or welfare (including sexual abuse), or from neglect (including malnutrition), the law requires that I file a report with the Department of Social Services.
- If I have reason to believe an elderly or handicapped individual is suffering from abuse, the law requires that I report to the Department of Elder Affairs.
- If a patient communicates an immediate threat of serious physical harm to an identifiable victim or if a patient has a history of violence and the apparent intent and ability to carry out the threat, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, and/or seeking hospitalization for the patient.
- 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 to provide protection.

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. The laws governing confidentiality can be quite complex. In situations where specific advice is required, formal legal advice may be needed (at your expense).

### **Professional Records**

You should be aware that, pursuant to HIPAA, I may 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 on 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, and any reports that have been sent to anyone, including reports to your insurance carrier. Although any past treatment records that I receive from other providers are included in the Clinical Record, they cannot be released to anyone and must be requested of the person or agency that initially generated them.

You may examine and/or receive a copy of your Clinical Record if you request it in writing unless I believe that access would endanger you. In those situations, you have a right to a summary and to have your record sent to another mental health provider or your attorney. 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 and for certain other expenses. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon your request.

In addition, I may also keep a set of Psychotherapy Notes. These Notes are for my own use and designed to assist me in providing my patients 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 particularly sensitive 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. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless I determine that it would adversely affect your well-being, in which case you have a right to a summary and to have your record sent to another mental health provider or your attorney.

### **Patient Rights**

HIPAA 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 HIPAA Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

### **Minors & Parents**

Patients under 18 years of age who are not emancipated and their parents should be aware that the law allows parents to examine their child's treatment records, unless I believe this review would be harmful to the patient and his/her treatment. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is my policy to request that parents consent to give up access to their child's records. If they agree (by signing this Agreement) then 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 he/she may have.

### **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 from Blue Cross Blue Shield, which requires another arrangement since I am a contracted provider for them. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installation plan.

If your account has not been paid for more than 30 days, I will discuss your unpaid bill in our session and discuss plans for payment. 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 the 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 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.

### **Insurance Reimbursement**

In order for us to set realistic 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 may provide some coverage for mental health treatment. If my services are covered by your insurance policy, I will provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) 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. If you have questions about the coverage, please contact your plan administrator.

Due to the rising costs 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 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 a person'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 that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or

summaries, or copies of the entire record (in rare cases). 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 it.

By signing this Agreement, you agree that I can provide requested information to your insurance carrier if you will be seeking reimbursement from your insurance company for our sessions.

### **Social Media**

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet.

### **Electronic Communications**

Please know that I often use non-secure means of communication (i.e. email and texts) to communicate with you for scheduling of appointments and for information related to billing and payment. If you choose to send completed forms or other documents that may contain sensitive confidential information via non-secure means, remember that others may have access to the content of those communications. If we communicate using a videoconferencing service, it is also considered a non-secure means.

Additionally, people with access to your computer, mobile phone, and/or other devices may also have access to your email and/or text messages. Please take a moment to contemplate the risks involved if any of these persons were to access the messages we exchange with each other.

You are not required to agree to non-secure means of communication in order to receive treatment from me. If you decide that you do not wish to communicate with me via email or texts, you will be asked to confirm this at our first meeting.

### **Electronic Records Disclosure**

I keep and store some records for each client electronically, using the following resources: 1) *a laptop, a desktop, a tablet, a cellphone* 2) *Microsoft Word* 3) *Theranest (online software program)*

Here are the ways in which the security of those records is maintained:

- On computers, I employ firewalls, antivirus software, and passwords to protect the computer from unauthorized access and thus to protect the records from unauthorized access.
- With mobile devices, I use passwords and remote tracking to maintain the security of the device and prevent unauthorized persons from using it to access my records.
- Theranest is also password protected.

### **Backups and Security**

To help prevent the loss or damage of records, I keep backups of them with thumb drives and external hard drives. I maintain the security of those backup devices by storing them in a secure location. Any online software programs I use are HIPAA compliant and maintain their own backups and security.

While I use security measures to protect these electronic records, their security cannot be guaranteed.