

Therapist Patient Agreement

This Agreement contains important information about professional services and business policies of Courtney Linsenmeyer-O'Brien, PhD. MHR. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient 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. HIPAA requires that we provide you with a Notice of Privacy Practices for use and disclosure of Protected Health Information (PHI). 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. It is very important that you read all these documents carefully. You can discuss any questions you have about the procedures with me at any time.

When you sign these documents, it will also represent an agreement between you and me. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have already taken action, or if you have not satisfied any financial obligations you have incurred.

THERAPY SERVICES: The process of therapy is difficult to describe in general terms. The methods, length and frequency might vary depending on the problems you want therapy to address and the particular problems you are experiencing. Therapy 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 talked about in your therapy session, both during the sessions themselves and at home.

Therapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable or difficult feelings. You might also discover resolving some of these problems and feelings requires time. Therapy also has been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reduction in feelings of distress. There are no guarantees of what you will experience.

The first few therapy sessions might involve an evaluation of your needs and a chance for you and your therapist to determine what the treatment might look like. It is always important for you and I to develop a comfortable and trusting relationship together. You should evaluate this and talk about it with me. In the event you or I find it necessary, I will be glad to offer you another referral. It is very important to remember that therapy involves a large commitment of time, money, and energy.

MEETINGS: Your therapy will include a minimum of four sessions. Thereafter, the frequency of your sessions depends on the agreement made between you and I. Sessions last 50 minutes. If you cancel or miss a scheduled appointment, you will be expected to pay the full fee unless you provide at least 24 hours (prior business day) advance notice of cancellation. (For example, if your appt. is on Monday at 2:00 P.M, you must cancel by Friday at 2:00 P.M.)

PROFESSIONAL FEES: My hourly fee is \$130.00 per billable hour, and this includes note writing, short telephone conversations, and consulting with other professionals as I deem needed. If you become involved in legal proceedings that require my participation, however, you will be expected to pay for all of my professional time, including preparation and transportation costs to court.

In the event of a returned check, you will be charged a \$25.00 processing fee.

CONTACTING ME: You may telephone me at 918-639-0570 or 918-794-0570. Due to my work schedule, however, I am often not available to receive calls, but my phone will be answered by confidential voice mail. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please leave me some times when you might be more readily available. If there is an emergency, and you cannot reach me, contact your family physician or the nearest emergency room for crises treatment. In the event that I must be unavailable for an extended period of time, I will provide you with the name of a colleague to contact, if necessary.

LIMITS ON CONFIDENTIALITY: The law protects the privacy of all communication between a patient and therapist. In most situations, a clinician can only release information about your treatment or 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 the use and disclosure of PHI for the purpose of treatment, payment, and health care operations and for those activities as follows:

- 1) I may occasionally find it helpful to consult other health and mental health professionals about your case. During some of these consults, every effort will be made to avoid revealing your identity. The other therapists consulted are also legally bound to keep the information confidential, I might choose not to tell you about these consultants unless I feel it is important to your work together. All consults will be recorded in your Clinical Record.
- 2) You should be aware that I may use an administrative staff. In most cases, I will need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice except as allowed by HIPAA for the treatment, payment, and healthcare operations.

- 3) I also have contracts with business associates (e.g., accountants, lawyers, consultants). As required by HIPAA, I have a formal business associate contract with these businesses, in which they promise 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 names of these organizations and/or a blank copy of this contract. If so desired, please make your request in writing and address it to me at: 1723 E. 15th Street, Suite 250, Tulsa OK 74104.

There are some situations where I am permitted or required to disclose information without either consent or Authorization:

- 1) If you are involved in a court proceeding and a request for information is made concerning your diagnosis and treatment, such information is protected by the therapist- patient privilege law. A therapist cannot provide any information without your (or your legal representative's) 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 your therapist to disclose information.
- 2) If a government agency is requesting the information for health oversight activities, clinicians may be required to provide it for them.
- 3) If a patient files a complaint or lawsuit against his/her therapist, the therapist may disclose relevant information in order to defend him/herself
- 4) If a patient files a worker's compensation claim, we must, upon appropriate request, provide appropriate information, including a copy of the patient's record, to the patient and/or others.

There are some situations in which therapists are legally obligated to take action and reveal some information about a patient's treatment in order to protect the patient and/or others from harm. In our experience, these situations do not occur often.

- 1) If a therapist has reasonable cause to believe that a child under the age of 18 is suffering physical, sexual, or emotional abuse resulting in harm or substantial risk of harm to the child's health or welfare, the law requires that a report be filed with the Department of Human Services. Once such a report is filed, the clinician may be required to provide additional information.
- 2) If a therapist has reason to believe that an elderly or handicapped person is suffering from abuse, the law requires that a report be filed with the Department of Elder Affairs. Once such a report is filed, the therapist may be required to provide additional information.

- 3) 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, therapists are required to take protective actions. These actions may include that the patient write a safety contract, notifying the potential victim, contacting the police, and or seeking hospitalization for the patient.
- 4) If a patient threatens to harm himself/herself, therapists are obligated to request a patient sign a safety contract, to seek hospitalization for the patient, or to contact family members or others who can help provide protection.

If such situations arise, your therapist will make every effort to fully discuss it with you before taking any action and he/she will limit the 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 you and your therapist discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, thus 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 Personal 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 problems impacts your life, your diagnosis, the goals I have set for treatment, your progress towards these goals, your medical and social history, your treatment history, any past treatment records that are received from other providers, other professional consultations, billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. You may examine and/or receive a copy of your Clinical Record if you request it in writing, unless I believe that access to it 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, we recommend that if you request to examine them, you initially review them with your therapist, or have them forwarded to another mental health professional so you can discuss the contents.

In addition to the Clinical Record, I might keep a set of Therapy 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 Therapy Notes vary from client to client, they can include the contents of therapy conversations, analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me but is not required to be

included in your Clinical Record. These Therapy 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 the Therapy 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 the Therapy Notes unless I determine that it will adversely affect your well-being. In that case, you have a right to a summary or to have your record sent to another mental health professional or your attorney.

PATIENTS RIGHTS: HIPAA provides you with several new or expanded rights with regard to your protected health information. These rights include requesting that your therapist amends 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 our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and also a copy of our Policies and Procedures. You are welcomed to discuss any of these rights with your therapist. (A more thorough description of these rights appears in the Notice of Privacy Practices form).

MINORS AND 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 the clinician believes this review would be harmful to the patient and his/her treatment.

Because privacy in Therapy is often crucial to successful progress, particularly with teenagers, it is sometimes our policy to request an agreement from parents that they consent to give up access to their child's records. If they agree, during treatment, the therapist 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 the therapist feels that the child is in danger or is a danger to someone else, in which case, he/she will notify the parents of the concern. Before giving parents any information, the therapist will discuss the matter with the child, if possible, and do his/her best to handle any objections the client might have.

BILLING AND PAYMENTS: You will be expected to pay for each session at the time it is held. I do not accept payment from insurance and do not bill insurance companies for services provided to you. Please remember that you must give at least 24 hours (prior business day) advance notice if you need to cancel an appointment, otherwise you will be charged our full fee for the time you reserved.

All new patients must provide a credit or debit card to reserve initial appointment unless other payment arrangements have been made. If patient does not give 24 hour notice of cancelation, the office will charge for the missed appointment.

We require that you fill out a credit card authorization sheet. In the unlikely event that you may accrue a balance, we will charge your credit card for the balance owed for more than 21 days since the last date of service, or 21 days since the last payment. If you accrue a balance and we are unable to charge your credit card, your account will be charged an additional 1.5% interest on each unpaid monthly cycle. At that time, I will not be able to schedule further appointments until your balance is paid. I reserve the right to send delinquent accounts to collections.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS. I WILL ALSO SIGN THIS AGREEMENT, INDICATING A CONTRACT BETWEEN YOU AND I.

YOUR SIGNATURE HERE INDICATES YOUR AGREEMENT THAT YOU HAVE RECEIVED A COPY OF THE NOTICE OF PRIVACY PRACTICES FORM EXPLAINING YOUR RIGHTS UNDER HIPAA.

Name of Patient (Please Print)

Date

Signature of Patient

Date

Signature of Therapist