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Doctor & Patient Services Agreement

Welcome to my practice. It is my desire that we have a positive working relationship while you are my client. Therefore, I have attempted to outline all of my policies below to avoid any confusion during our work together. It is essential that you read and understand all of these policies before your initial assessment with me. I encourage you to talk with me about any concerns or confusion you have about my policies.

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 (HIPAA), a new federal law that provides new privacy protections and new 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 I provide you with a Notice of Privacy Practices ("Ohio Notice Form") for use and disclosure of PHI for treatment, payment and health care operations. 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 at the end of our first session. 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, i.e., 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 is not easily described in general statements. It 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. 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 in between.

Psychotherapy 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, however, there can be 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 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 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.

APPOINTMENT SESSIONS

I normally conduct an evaluation that will last from 1 to 3 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. Usually I like to schedule one 45-minute session per week until I complete the evaluation. It may be determined that some sessions may be scheduled for longer or more frequent times. **Once you have scheduled an appointment session, you will be expected to pay my full fee for it unless you provide 24 hours advance notice of cancellation regardless of the reason. It is important to note that insurance companies do not provide reimbursement for cancelled sessions as no service is rendered.**

PROFESSIONAL FEES

I charge \$150.00 for your initial 45 minute session and \$120.00 for all subsequent sessions.

For other professional services you may request from me, which may include the following: testing, scoring, interpretation, report writing, telephone conversations lasting longer than five (5) minutes, consulting with other professionals, preparation of records or treatment summaries, and the like, **I charge \$40.00 for each 15 minute interval.**

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. Because of the time-consuming and often difficult nature of legal involvement, I charge **\$250.00 per hour** for a summary of treatment and/or preparation and attendance at any legal proceeding.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, **my telephone (513-793-7005 ex.1)** is answered by voice mail. I will make every effort to return your call within 24 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform me of several times, spread out over a couple of days, when you will be available. When I will be unavailable for an extended time period of time, conference or vacation, I will provide you with the name of a colleague to contact in my absence. At such a time, you can dial my telephone number above and my extended absence greeting will inform you of the name of the doctor who is covering for me and how to get in touch with them during my absence.

If you are trying to reach me and it is a **life-threatening emergency**, you may **call my answering service at 513-618-7410**. They will know how to get a hold of me and I will return your call. However, 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 go to your nearest emergency room and ask for the psychologist [psychiatrist] on call.

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 may require only that you provide written and advanced consent. Your signature on this Agreement provides consent for those activities, as follows:

- x 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 Psychologist's Policies and Practices to protect your Protected Health Information.)
- x I also have a contract with Hallam Management. As required by HIPAA, I have a formal business associate contract with Ms. Judy Blecher, in which she promises to maintain the confidentiality of your billing information: dates of service, diagnosis, and payment records, except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with a blank copy of this contract.
- x Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

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

- x If you are involved in a court proceeding and a request is made for information concerning your evaluation, diagnosis or treatment, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your (or your personal or 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 me to disclose information.
- x If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.

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

- x If a patient files a worker's compensation claim, the patient must execute a release so that I may release the information, records or reports relevant to the claim.

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. If I know or have reason to suspect that a child under 18 years of age or a mentally retarded, developmentally disabled, or physically impaired child under 21 years of age has suffered or faces a threat of suffering any physical or mental wound, injury, disability, or condition of a nature that reasonably indicates abuse or neglect of the child, the law requires that I file a report with the appropriate government agency, usually the Public Children Services Agency. Once such a report is filed, I may be required to provide additional information.

- ◆ If I have reasonable cause to believe that an adult is being abused, neglected, or exploited, or is in a condition, which is the result of abuse, neglect, or exploitation, the law requires that I report such belief to the county Department of Job and Family Services. Once such a report is filed, I may be required to provide additional information.

- ◆ If I know or have reasonable cause to believe that a patient or client has been the victim of domestic violence, I must note that knowledge or belief and the basis for it in the patient's or client records.

- ◆ If I believe that a patient presents a clear and substantial risk of imminent serious harm to him/herself or someone else and I believe that disclosure of certain information may serve to protect that individual, then I must disclose that information to appropriate public authorities, and/or the potential victim, and/or professional workers, and/or the family of 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. 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, 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 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. Except in unusual circumstances that involve danger to yourself and others, you may examine and/or receive a copy of your Clinical Record if you request it in writing and the request is signed by you and dated not more than 60 days from the date it is submitted. 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 circumstances, I am allowed to charge a copying fee of \$1 per page for the first ten pages, 50 cents per page for pages 11 through 50, and 20 cents per page for pages in excess of fifty, plus \$15 fee for records search, plus postage. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon request.

In addition, I occasionally 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 contents 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 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 such disclosure would have an adverse effect on you.

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

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 that requires another arrangement. 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 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.

INSURANCE REIMBURSEMENT

Most health insurance policies provide some coverage for outpatient mental health services. It is important for you to evaluate what resources you do have available to pay for your treatment. **You, and 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 by reading the section in your insurance coverage

booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. If it is necessary to clear up any confusion, my billing manager will be willing to call the company on your behalf.

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 much can be accomplished in short-term therapy, clinically I may determine you need ongoing treatment and/or you may feel that you want or need more services after insurance benefits run out. We can discuss this if the need arises.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am 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 computer. 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, 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. By signing this Agreement, you agree that I can provide requested information to your insurance carrier. Once I have all of 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 they run out before you feel ready to end your 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].

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

Client Signature

Date

Client Signature

Date

I AM AWARE THAT I AM FINANCIALLY RESPONSIBLE FOR ANY AND ALL SERVICES PROVIDED BY DR. SUE B. DAVIS. I AM RESPONSIBLE FOR ANY FEES NOT PAID BY MY INSURANCE COMPANY.

Client Signature

Date

Client Signature

Date

I CONSENT TO RECEIVE PSYCHOLOGICAL SERVICES FROM DR. SUE B. DAVIS.

Client Signature

Date

Client Signature

Date

Sue B. Davis, Psy.D.

Date