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AGREEMENT FOR PSYCHOLOGICAL SERVICES

Hello and welcome to my practice! I look forward to our work together as you seek to make positive changes in your life, gain new understandings, and/or you are attempting to feel better or happier. Taking this first step can be very difficult and like any new situation one may not know what to expect, especially from a therapeutic relationship. I appreciate your openness to whatever help I may offer. **In an effort to answer many of your questions and provide you with important information, I would like to start by having you read this document before our first meeting.** I will be happy to answer any questions you may have at our next meeting.

This 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 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 I provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment and health care operations. The Notice, given with 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. 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 about our work together and that you have received HIPAA information. 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

Psychological services are not easily described in general statements due to the many forms it may take. It may include testing, assessment, evaluation, or talking about and actively changing problem areas. It also varies depending on our personalities 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 differs from a medical doctor visit in that it requires 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 emotional risks. Since

therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. If you are working on a relationship, it is possible that the new insights you or your partner gain may lead to a dissolution of the relationship.

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. But there are no guarantees of what you will experience. Therapy involves a large commitment of time, money, and energy, so it is important for you to be comfortable with the therapist you select. If you have questions about what we are doing together, treatment goals, procedures, or your impressions of the services provided, 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

The frequency of our meetings will depend on your treatment goals. Typically, I will schedule one **45-minute** session (one therapy appointment hour of 45 minutes duration) per week, although some sessions may be longer or more frequent based on a schedule we have agreed on. Couples, parent/child combination, family sessions, and business consultations may be 1.5-2.0 sessions long. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation (or we **both** agree that you were unable to attend due to circumstances beyond your control). **You will be allowed 1 late cancellation (less than 24 hours notice; more than 3 hours notice) in a rolling year without charge. After 1 late cancellation, you will be charged a fee of \$75. Any no-shows (cancellation less than 3 hours notice or no call at all, especially) will be charged full fee (depending on the scheduled session time, ex. 45 or 60 min) from the first occurrence, on the day of occurrence, using your credit card on file.** Please be considerate of our valuable time together.

PROFESSIONAL FEES

If you decide to pursue services with me after an initial courtesy 15-minute phone consultation, the fee for our first 45 minute meeting is \$200 (\$250 for 60 min). This session costs more due to the extra time involved in an initial evaluation. My fee for subsequent 45-minute individual, parenting or family sessions is \$150. A 60-minute session (often needed if more than 1 client) \$200. If the schedule allows, you may request to extend session during a scheduled appointment if not planned. A 90-minute session is \$300. **In addition to weekly in person appointments, I charge my hourly amount (in 15 minute increments if I work for periods of less than one hour: 50 dollars per 15 minutes) for other professional services you may need** (other than routine record-keeping, schedule changes and brief update emails). Other services include report/letter writing, telephone conversations between scheduled sessions, lengthy emailing (more than 5 minutes to review weekly), consulting with other professionals with your permission, attendance at meetings with other professionals you have

authorized, and the time spent performing any other clinical service you may request. 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 difficulty of legal involvement, I charge \$300 per hour for preparation and attendance at any legal proceeding with a minimum of 4 hours time. Fees for workshops and business consultations will vary depending on the specific requirements.

BILLING, PAYMENTS AND INSURANCE

You will be expected to pay for each session, whether in person or on the phone or computer (exs. Skype, Face-Time) at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. I accept cash in exact amount, personal check or credit card. If your personal check is returned, you will be responsible for all fees associated with check return. I will hold a credit card number on file for you to be used in the event of any outstanding fees that have not been paid after 3 unsuccessful attempts have been made to collect. If your account has not been paid for more than 30 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. I do not accept insurance. I can provide you with a Health Insurance Claim Form (HICF) that you may submit to your insurance company for reimbursement. You are responsible for researching your insurance benefits. Please be aware that I would have to give you a clinical (mental health) diagnosis and you would be authorizing disclosure of your PHI, required by health insurers. Though all insurance companies claim to keep such information confidential, you would have no control over what they do with it once it is in their hands. I would be happy to discuss this issue further at your request.

CONTACTING ME

I schedule all my own appointments and get all messages via voicemail. I check my voicemail and answer the phone as my appointment schedule will allow. I do not answer the phone when I am with a patient. I will make every effort to call you back as soon as when I am not with a patient that day or at least within 24 hours, with the exception of weekends and holidays. You may also contact me via my website www.psychologicalsunrisecenter.com or email (DrDReimer@cox.net). You may find this to be an effective method of communication, especially for quick appointment changes. I check my email frequently. **Please be aware that information sent by email is not secure and confidentiality cannot be guaranteed.** If texting is an easier option and we both agree, it should only be used for brief scheduling changes or questions about appointments. Texting also requires I give an alternate number only for texting. Please save more detailed therapeutic content for sessions. If you are experiencing a life-

threatening emergency or if you are unable to wait until I return your call, contact your family physician, psychiatrist, or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended 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 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. 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 the Privacy of Your Health Information).
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- 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 provide protection.

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 the professional services I provided you, 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 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.
- 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, and I am providing services related to that claim, I must, upon appropriate request, provide appropriate reports to the Workers Compensation Commission or the insurer.

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 reason to believe that a child under 18 who I have examined is or has been the victim of injury, sexual abuse, neglect or deprivation of necessary medical treatment, the law requires that I file a report with the appropriate government agency, usually the Office of Child Protective Services. Once such a report is filed, I may be required to provide additional information.
- If I have reason to believe that any adult patient who is either vulnerable and/or incapacitated and who has been the victim of abuse, neglect or financial exploitation, the law requires that I file a report with the appropriate state official, usually a protective services worker. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates an explicit threat of imminent serious physical harm to a clearly identified or identifiable victim, and I believe that the patient has the intent and ability to carry out such threat, I must take protective actions that may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.

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

The law (HIPAA) and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. This record includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis if applicable, 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 or where information has been supplied to me by others confidentially, you may examine and/or receive a copy of your Clinical Record, if you request it 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 professional so you can discuss the contents. Patients will be charged an appropriate fee for any professional time spent in responding to information requests. If I refuse your request for access to your records, you have a right of review, which I will discuss with

you upon request. In addition, I may also keep a set of Psychotherapy Notes. These Notes would be 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 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 would be 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 written, signed Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal.

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.

MINORS & PARENTS

Patients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, 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. I will also verbally provide parents with a summary of their child's treatment when it is complete. 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 appropriate, and do my best to handle any objections he/she may have. I understand that as a parent, you are concerned and may want to know about the content of your child's discussions. It is my experience that a child will progress better in treatment if they know their parent will not know the specific content of the therapeutic discussions. Many times, this is not due to the child wanting to "keep secrets" from the parents, but due to the child being embarrassed, guilty, or otherwise lack the communication skills.

PLEASE SIGN THE INFORMED CONSENT AGREEMENT SIGNATURE PAGE PROVIDED WHICH INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ABIDE BY ITS TERMS DURING OUR PROFESSIONAL RELATIONSHIP. YOUR SIGNATURE ALSO INDICATES THAT YOU HAVE BEEN PROVIDED THE ARIZONA NOTICE FORM (HIPAA). PLEASE KEEP THIS COPY OF AGREEMENT FOR YOUR RECORDS. WE WILL GO OVER THIS FORM DURING OUR FIRST MEETING AND I WILL DO MY BEST TO ANSWER ANY QUESTIONS YOU MAY HAVE.

Breach Notification Addendum to Policies & Procedures

1. When the Practice becomes aware of or suspects a breach, as defined in Section 1 of the breach notification Overview, the Practice will conduct a Risk Assessment, as outlined in Section 2.A of the Overview. (see below) The Practice will keep a written record of that Risk Assessment.
2. Unless the Practice determines that there is a low probability that PHI has been compromised, the Practice will give notice of the breach as described in Sections 2.B and 2.C of the breach notification Overview. (see below)
3. The risk assessment can be done by a business associate if it was involved in the breach. While the business associate will conduct a risk assessment of a breach of PHI in its control, the Practice will provide any required notice to patients and HHS.
4. After any breach, particularly one that requires notice, the Practice will re-assess its privacy and security practices to determine what changes should be made to prevent the re-occurrence of such breaches.

BREACH NOTIFICATION

1. What is a breach?

The HITECH Act added a requirement to HIPAA that psychologists (and other covered entities) must give notice to patients and to HHS if they discover that “unsecured” Protected Health Information (PHI) has been breached. A “breach” is defined as the acquisition, access, use or disclosure of PHI in violation of the HIPAA Privacy Rule. Examples of a breach include: stolen or improperly accessed PHI; PHI inadvertently sent to the wrong provider; and unauthorized viewing of PHI by an employee in your practice. PHI is “unsecured” if it is not encrypted to government standards.

A use or disclosure of PHI that violates the Privacy Rule is presumed to be a breach unless you demonstrate that there is a “low probability that PHI has been compromised.” That demonstration is done through the risk assessment described next.

RISK ASSESSMENT

The first step if you discover or suspect a breach is to conduct the required risk assessment. (You must take this step even if the breached PHI was secured through encryption.) The risk assessment considers the following four factors to determine if PHI has been compromised:

1) The nature and extent of PHI involved. For example, does the breached PHI provide patient names, or other information enabling an unauthorized user to determine the patient's identity?

2) To whom the PHI may have been disclosed. This refers to the unauthorized person who used the PHI or to whom the disclosure was made. That person could be an outside thief or hacker, or a knowledgeable insider who inappropriately accessed patient records.

3) Whether the PHI was actually acquired or viewed.

Factors 2 and 3 can be illustrated by comparing two scenarios. In both scenarios, your office has been broken into and your locked file cabinet with paper patient records has been pried open. In Scenario A, you suspect that a burglar was simply looking for valuables because cash and other valuables (but no patient files) have been taken. In Scenario B, you suspect the husband of a patient in the midst of a contentious divorce because no valuables have been taken; only the wife's file appears to have been opened, and the husband has a history of similar extreme behavior. In Scenario A, the likelihood that a burglar was rummaging through files seeking only valuables, indicates a relatively low risk that PHI was actually viewed. In Scenario B, the identity of the suspected "breacher" suggests a very high risk that the wife/patient's PHI was viewed and compromised.

4) The extent to which the risk to the PHI has been mitigated. For example, if you send the wrong patient's PHI to a psychologist colleague for consultation, it should be easy to obtain written confirmation from the colleague that they will properly delete or destroy the PHI on the wrong patient. By contrast, if your laptop has been stolen you have little assurance that the thief will respect your patient's confidentiality.

If the risk assessment fails to demonstrate that there is a low probability that the PHI has been compromised, breach notification is required — if the PHI was unsecured.

If notice is required, you must notify any patient affected

by a breach without unreasonable delay and within 60 days after discovery. A breach is “discovered” on the first day that you know (or reasonably should have known) of the breach. You are also deemed to have discovered a breach on the first day that any employee, officer or other agent of your practice (other than the person who committed the breach) knows about the breach.

In most cases that members have brought to the APA Practice Organization’s attention, there is a clear answer to the question, “Do I have to give notice?” For example, in the most common scenario of the stolen laptop with unencrypted PHI, the answer is always yes. But if you are uncertain, you can contact our Office of Legal and Regulatory Affairs at praclegal@apa.org. You may also want to contact your professional liability insurance. The notice must be in plain language that a patient can understand. It should provide:

- A brief description of the breach, including dates
- A description of types of unsecured PHI involved
- The steps the patient should take to protect against potential harm
- A brief description of steps you have taken to investigate the incident, mitigate harm, and protect against further breaches; and
- Your contact information.

If you do not have all of the above information when you first need to send notice, you can provide a series of notices that fill in the information as you learn it. You must provide written notice by first-class mail to the patient at his or her last known address. Alternatively, you can contact your patients by e-mail if they have indicated that this is the preferred mode of contact.

Notice to HHS

For breaches affecting fewer than 500 patients, you must keep a log of those breaches during the year and then provide notice to HHS of all breaches during the calendar year, within 60 days after that year ends. For breaches affecting 500 patients or more, there are more complicated requirements that include immediate notice to HHS and sending notifications to major media outlets in the area for publication purposes. HHS provides instructions on how to provide notice for breaches affecting more than 500 patients on its website at: <http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brinstruction.html>.