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## **PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT**

Welcome to my practice. 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, 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 this session. We can discuss any questions you have about the procedures. 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 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 at home.

Psychological services may include evaluation, psychological testing, counseling, psychotherapy intervention, or consultation. 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. Possible liabilities include limited predictive validity of psychological assessment procedures and possible disagreement with opinions offered. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, increased understanding of oneself, solutions to specific problems, and significant reductions in feelings of distress. While the provider will make an effort to develop a treatment intervention on your behalf, 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 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.

### **MEETINGS**

I will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree on, although some sessions may be shorter/longer or more/less frequent. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.** If it is possible, I will try to find another time to reschedule the appointment.

### **CONTACTING ME**

I am unable to provide 24 hour a day emergency coverage. I will be available for scheduled appointments. Due to my work schedule, I am often not immediately available by telephone. I probably will not answer the phone when I am with a patient. When unavailable, my telephone is answered by voice mail. I will make every effort to return your calls in a timely manner and to provide emergency sessions when possible. However, if regular emergency coverage is needed, arrangements outside my office will need to be made. I will be happy to discuss such arrangements with you. If you are difficult to reach, please inform

me of some times when you will be available. In emergencies, you can try my emergency phone number 401-770-4255. If you are unable to reach me and feel that you can't wait for me to return your call, contact Lifespan Outpatient Psychiatry and Urgent Care: in East Providence 401-606-3711; in East Greenwich 401-606-4415, Butler Hospital, your physician or the nearest emergency room. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary and will put contact information for my backup person on my voice mail message.

You may contact me by e-mail if you choose, but please understand that I cannot guarantee confidentiality of e-mail contact given the limits of internet privacy. I am the only person in my office who will receive your e-mail and I will dispose of the e-mail after seven days. By e-mailing me, you are giving me permission to e-mail you and you are taking on the risk that electronic communication can be accessed by sophisticated computer users.

## **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. Under no circumstances will I reveal your name or identifying information. However, to ensure top quality treatment, I may discuss certain aspects of a case with a colleague who is also legally bound to keep the information confidential. Unless you request notice, 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).
- Although I currently have no administrative staff, you should be aware that I may employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- I also have a contract with Claims Advantage Electronic Billing Service. I may employ other services as necessary to perform business procedures. 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 a blank copy of this contract. I make an effort not to include patients names on information sent to these entities.
- 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:

- 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, or if I receive a subpoena of which you have been properly notified and you have failed to inform me that you oppose the subpoena. 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 I do receive a subpoena or court order, I will make an effort to contact you by phone, if I have a current phone number for you, in order to inform you of the request.
- If a government agency is requesting the information for health oversight activities, within its appropriate legal authority, 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 necessary treatment related to that claim, I must, upon appropriate request, submit treatment reports to the appropriate parties, including the patient's employer, the insurance carrier or an authorized qualified rehabilitation provider.  
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 is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or any other person responsible for the child's welfare, the law requires that I file a report with the Department of Child 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 suspect, that a vulnerable adult has been or is being abused, neglected, or exploited, the law requires that I file a report with the central abuse hotline. Once such a report is filed, I may be required to provide additional information.
  - If I believe that there is a clear and immediate probability of physical harm to the patient, to other individuals, or to society, I may be required to disclose information to take protective action, including communicating the information to the potential victim, and/or appropriate family member, and/or the police or seeking hospitalization of 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 only 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 disclosure would physically endanger you and/or others, or makes reference to another person (other than a health care provider) and I believe that access is reasonably likely to cause substantial harm to such other person, 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. A copying fee of \$0.25 per page (and for certain other expenses) may be assessed. I may withhold copies of your records until payment of the copying fees has been made. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical Records, you have a right of review, which I will discuss with you upon request.

In addition, I also 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. They also include information from others provided to me confidentially. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies 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 to provide it.

**PATIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Records 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, and parental involvement, is also essential, it is usually my policy to request an agreement with minors over 13 and their parents about access to information. This agreement provides that during treatment, I will provide parents only with general information about the progress of the treatment, and the patient’s attendance at scheduled sessions. I will also 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 do my best to handle any objections he/she may have.

**FEE POLICY**

I understand that the patient is responsible for all psychotherapy fees. At the patient’s request, the psychologist will file insurance claims and will make an effort to assure that services are authorized. However, it is the patient’s responsibility to pay fees if for any reason the insurance company does not cover psychotherapy fees. It is also the patient’s responsibility to assure that authorization requirements are met, to avoid rejection of claims by the insurance Company.

No Show/Late Cancellation Fees

The psychologist and the patient understand that a psychotherapist relationship requires substantial financial, time and personal investment. Because of this, both the psychologist and the patient set aside time to meet regularly. The psychologist will make every effort to be available to the patient at scheduled times and will make every effort to inform the patient ahead of time of any schedule changes. It is also the patient’s responsibility to attend sessions as scheduled. If the patient cannot attend a session, notice must be given at least 24 hours ahead of the scheduled appointment time to avoid a late cancellation fee. Speaking to the psychologist or leaving a message on her voice mail is considered adequate notice. The fee for late cancellations or no shows is 50% of the usual per hour fee (i.e. \$77.50 for a missed individual therapy session). This fee is meant to cover part of the loss of income experienced by the therapist when time is set aside for a patient when that patient does not attend.

Late Appointments

The psychologist will make an effort to be available at or close to the appointment time. However, due to the nature of psychotherapy, it may be necessary for the psychologist to run late to attend to a crisis or unexpected event. In this case, she will make up the time to the patient by staying late or making up time at a later date. If a patient is running late, the patient will be seen until the end of their scheduled time. When running late, you may check the therapist’s office to see if her door is open and she is ready to receive you. If her door is closed, then be seated in the waiting area and she will be out to greet you as soon as she is available. Full sessions run 45-50 minutes, while half sessions run 20-25 minutes.

2008-2009 Fee Schedule

- \$190 Initial Evaluation Session (First Session)
- \$155 Individual Therapy Full Session
- \$85 Individual Therapy Half Session
- \$155 Couples/Marital Therapy Full Session
- \$155 Family Therapy Full Session

\$85	Couple/Marital/Family Session Half Session
\$190	Psychological Evaluation/Testing (per hour)
\$250	Forensic Work (per hour) or \$250 for court time
\$0.25	Per Page Fee for Specially Requested Reports

The psychologist will take phone calls at no fee as a courtesy to patients. However, regular phone calls of more than 15 minutes or phone therapy sessions will be charged at the hourly rate of \$155 for therapy calls and \$190 for forensic calls.

**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. 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 treatment 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 will usually provide some coverage for mental health 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 (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.

You should carefully your insurance coverage information describing 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 on my experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, I 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. 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, 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. In other cases, you may change to a new insurance company with whom I am not a provider. You will be given the option of an in network provider, or you may elect to see me at out of network rates or to pay fees directly.

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. 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 carrier.

Billing is sent electronically over the internet. The programs are encrypted and every effort is made to ensure your confidentiality. However, whenever the internet is involved, all risk cannot be ruled out. The information sent for billing is minimal including your name, treatment type and diagnosis.

Once we 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.

This Consent will be an addendum to the previously signed consent. Prior consent will remain in effect. However, if any discrepancies exist, this consent will take precedent over prior consent.

My signature below indicates that I have received the “Psychotherapist-Patient Services Agreement and agree to abide by its terms during our professional relationship.

\_\_\_\_\_

Patient Signature

\_\_\_\_\_

Date

My Signature below indicates that I have received a copy of the “Notice of Psychologists’ Policies and Practices to Protect the Privacy of Your Health Information”. Any questions I have regarding this notice have been sufficiently addressed by Jackie Twitchell, Psy.D.

\_\_\_\_\_

Patient Signature

\_\_\_\_\_

Date

Rev. 02/28/17