
PSYCHOLOGIST – PATIENT SERVICES AGREEMENT

Welcome to my practice! 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). HIPAA is a federal law that provides privacy protections and patient rights regarding the use and disclosure of your Protected Health Information (PHI). HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice), which explains HIPAA and your privacy rights in more detail. The Notice is enclosed with this agreement. By law, I am required to obtain your signature acknowledging that I have provided you with this information at or before the end of our first meeting. Although these documents are long, it is important to read them carefully. We can discuss any questions during our first meeting.

Note: Since the majority of persons seeking services from a psychologist are seeking psychological treatment for a diagnosable condition, the term “patient” is used throughout this document. However, the issues covered in this document apply equally to persons seeking consultations or educational services (persons typically called “clients”). In this document, the terms “patient” and “client” are used interchangeably.

This document has three main parts:

1. Psychological Treatment Services
2. Other Services (e.g., Consultations and Educational Sessions)
3. Specific Policies (applicable both to Treatment Services and Other Services)

1. Psychological Treatment Services. I provide evaluation and treatment for a range of emotional and behavioral problems in adults. My treatment specialties include anxiety and related disorders, stress, depression, substance abuse and dependence, other addictive and compulsive behaviors, trauma, and post-traumatic stress disorder. The evaluation phase of treatment may include an interview, questionnaires, psychological testing, and review of medical records (see below for more information).

My treatment approach is cognitive-behavioral. In most cases, I use cognitive-behavioral therapy (CBT) methods that have scientific support demonstrating effectiveness. Compared to some traditional psychotherapies, when following a CBT approach I focus *less* on childhood experiences and unconscious memories and *more* on patterns in your present thinking and behavior and aspects of your past that continue to “show up” as you try to move forward with your life. My methods are often active, directive, and educational, and focus on resolving the problems that you currently face. My approach also includes newer developments in CBT treatments, such as mind/body techniques and acceptance of emotions, with the goal of increasing mindful awareness of thoughts and feelings, increasing acceptance of emotional experiences, and promoting action in valued areas of life. These latter approaches include a form of behavioral therapy called Acceptance and Commitment Therapy (ACT).

Additional information about these and other treatments I use can be found on the website for my practice: www.whitepinepsych.com. I am happy to provide additional information about my treatments and encourage you to ask as many questions as you like. I strive to have a collaborative relationship with my clients in which we work together as a team.

Initial Evaluation Phase of Treatment. Our first few meetings will involve an evaluation of your needs (this evaluation phase of treatment typically last from 1 to 4 sessions). By the end of the evaluation phase, I will provide you with some initial treatment recommendations and a treatment plan will follow. You can consider this information along with your own thoughts about whether you feel comfortable working with me (therapy involves a commitment of time, money, and energy, and it is important to carefully consider the therapist that you select). During these initial meetings, we can both decide if I am an appropriate person to provide the services that you may want or need to meet your treatment goals. By the end of 5 or 6 sessions, if I feel that I am not able to offer you effective help, I may suggest that we either pause therapy and resume at a later time or terminate therapy and offer you referrals to other professionals whose expertise might be a better fit. The rationale for this policy is that, as an ethical practitioner, it is not appropriate for me to provide services if I do not feel that I can help you with your treatment goals.

Session Length and Frequency. I typically schedule one 45-50 minute session (an “appointment hour”) per week. In some cases, sessions may be longer or more frequent. For example, some anxiety treatments require 90 minute sessions at certain points during treatment.

2. Other Services. Clients who are *not* looking for diagnosis or treatment for a diagnosable psychological condition may opt for Consultation Sessions or Educational Sessions.

(a) *Consultations* are face-to-face or telephone talks with a psychologist around personal or general issues related to psychological or behavioral health. Examples of consultations include: (i) A single session or multiple sessions to discuss the condition or situation of a family member (not being treated by me) for the purpose of problem-solving and generating options to help that family member. (ii) A single session or multiple sessions to address issues that are not diagnosable conditions, per se, such as stress or “burnout” from working in a particular line of work. (iii) A single session or multiple sessions to address issues related to personal growth or moving forward in areas of life in which you feel “stuck.”

(b) *Educational Sessions* are individual or group sessions to provide educational information around a specific topic.

Note: Consultations and Educational Sessions are *not treatment*, per se, and do not require determination of a specific psychiatric diagnosis via a diagnostic interview or psychological testing. Insurance and managed care plans *require* a diagnosis for reimbursement. Accordingly, Consultations and Educational Sessions are fee-for-service only and are not covered by insurance or managed care plans.

3. Specific Policies. The following policies apply to both Psychological Treatment Services and Other Services, as defined above.

Cancellation Policy. I require 24-hours advance notice of cancellation. If you miss a scheduled session or do not provide 24-hours advance notice of cancellation, you will be billed \$75 for the appointment hour or I may terminate the therapy relationship and suggest that you meet with another provider. Please note that you are responsible for paying late cancellation or no-show fees since your insurance does not cover these fees. With respect to cancellations due to weather, if Portland-area schools are cancelled due to weather conditions, sessions will be cancelled at no charge if you call prior to the session. With respect to transportation issues, if

you cannot make it to your appointment in person, you can request a phone session (please note that insurance and managed care plans typically will not pay for phone sessions).

Professional Fees. If you are presenting for Psychological Treatment, the Initial Evaluation session includes a psychological interview (including a diagnostic interview) and, on occasion, psychological testing. My fee for an Initial Evaluation is \$150 for a one-hour appointment. Most other services are provided at my *standard fee* of \$125 per “appointment hour” (45-50 minutes). Services provided at the standard fee include Individual Psychotherapy, Consultations, and Educational Sessions. If I am an in-network provider for your insurance or managed care plan, I have contracted with them to accept their fee schedule. In this situation, the *standard fee* becomes the amount agreed to in the relevant contract.

Other Fees.

- **Customary Professional Services.** I charge \$125 per hour for most other customary professional services that you may need and will break down the hourly cost if I work for periods of less than one hour. Such services include report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professional you have authorized, and preparation of records or treatment summaries.
- **Ancillary Services.** I bill at \$250 per hour for ancillary services such as preparing for and participating in legal matters related to your treatment. A retainer, in advance, is required for undertaking such services. By signing this form, you agree to pay for such services when you request them. I will give you advance notice if my fees change.

Summary of Fees. Please see the Appendix (last page), Chart 1 for a complete listing of fees for various services.

Sliding Scale/ Financial Hardship. If you are unable to afford the standard fee, you may request a reduced fee by completing an *Application for Reduced Fees*. This may require proof of income and related financial information. Please note that any fee reduction is in effect only *after* the Application has been submitted and approved. Reduced fees do not apply to customary professional services or ancillary services. Please see the Appendix (last page), Charts 2 and 3.

Billing and Payments. Payment for services is due at every session. If you are using insurance or managed care, your co-pay is due at every session. You may pay by cash or check (sorry, no credit or debit cards at this time). If you are paying by personal check, please make the check to *White Pine Behavioral Health*. (Please note that you are responsible for any fees incurred if your check “bounces” for any reason.)

If you think that you may have trouble paying your bills on time, please discuss this with me as soon as possible. If your unpaid balance reaches \$150.00, I may consider terminating treatment and/or referring you to another practitioner. Beyond needing payment for services, I have this policy because, in my experience, a debt of \$150 or more places a significant stress on clients. If your account has not been paid for more than 60 days and we have not agreed upon payment arrangements, I have the option of hiring a collection agency or going to small claims court (which will require me to disclose otherwise confidential information). In most collection situations, I only release necessary information (name, nature of services provided, and amount due). If such legal action is necessary, its costs will be included in the claim.

I use a billing service for most of my patient accounts. I provide the billing service with the following information: client name, date of birth, address, diagnosis, psychological services provided and the date and time of service. My billing service is Professional Medical Billing in Waterville, Maine.

Insurance Reimbursement. I will process your insurance claims *if I am an in-network provider for your insurance company*. It is important that you **inform me of any insurance changes** prior to the session following such changes. Please remember that you are responsible for all rendered services, even if insurance refuses to pay. If you receive a new insurance card in the mail, please inform me so that I can make a copy of the new card.

Most health insurance policies provide some coverage for mental health treatment. It is important that you determine exactly what mental health services your policy covers because you (not your insurance company) are ultimately responsible for full payment of fees. For this same reason, it is important that you inform me of any insurance changes. If you receive a new insurance card in the mail, please inform me so that I can make a copy of the new card.

Carefully read the section on mental health services in your insurance coverage booklet. If you have questions about coverage, call the plan administrator. I will provide you with whatever information I can based on my experience and will try to help you understand the information you receive from your insurance company.

“Managed Health Care” plans, such as HMOs and PPOs, often require authorization before they provide reimbursement (often called *preauthorization*). These plans are sometimes limited to short-term treatment with a cap on the number of sessions, requiring approval for more sessions after the limit is reached. Although much can be accomplished in short-term therapy, some patients feel that they need more services after their 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. Once we have the necessary information about insurance coverage, we can discuss what we can expect to accomplish with the benefits that are available and the various options in the event that the benefits end before you feel ready to end your sessions.

Please be aware that your contract requires that you authorize me to provide your insurance or managed care provider with information relevant to the services that you receive (if you seek reimbursement for services under the policy). I am required to provide a clinical diagnosis and sometimes I am also required to provide treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum necessary information. If you refuse such authorization, the insurance company can deny your claims and you will then be responsible for payment of my fees.

Contacting Me by Phone. I work Monday through Friday. The number for my primary office in Portland is 207-272-8500 and I can receive calls and messages to this number even when away from the office. I do not answer my phone when I am in session with clients. On days that I am not in my office, I try to call and check my voicemail at least once a day but cannot guarantee to receive a call or message this quickly. I try to return calls within one business day of receiving them, with the exception of holidays and vacations. At times when I am away for an extended time, if you provide me with a written request I will provide you with the name of a colleague to contact.

Contacting Me by Email. I discourage my patients from contacting me by email because I am not able to ensure the confidentiality of email. Out of concern for your privacy, I typically do not respond to client emails. If you do email me, I may not receive your email quickly as I do not check email every day.

Crisis Services. My practice does not have 24 hour crisis availability, support staff, or a psychiatrist. If it is possible that you may need crisis services over the course of treatment, it is important to discuss this with me during our first meeting. I may recommend that you seek services at an agency that can offer more appropriate crisis coverage than can be provided by a private practice.

If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychiatrist or psychologist on call. In a situation where you feel at risk of serious harm, call 911 or get safe transportation to the nearest hospital emergency room. You can also call Maine's state-wide crisis number: 1-888-568-1112.

Professional Records. The laws and standards of my profession require that I keep Protected Health Information ("PHI") about you in your clinical record. It is my policy to retain client records for ten years after the end of therapy. Except in cases where disclosure would physically endanger you and/or others, you may examine and/or receive a copy of your Clinical Record if you request it in writing. These are professional records and can be misinterpreted 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 with whom you can review them. If, based on my clinical judgment, I believe that it would be emotionally harmful for you to see your records, I reserve the right to send them to the mental health professional of your choice who can review them with you. If I refuse you request for access to your records, you have a right of review, which I will discuss with you upon request. In most circumstances, I charge a copying fee of \$0.10 per page (and charge for certain other expenses). You may also request to add information to your records if you believe they contain inaccurate or incomplete information.

Patient Rights. HIPAA outlines your rights with regard to your Clinical Records and disclosures of Protected Health Information ("PHI"). These rights include the ability to request that I amend your record; request restrictions on the information from you Clinical Record that is disclosed to others; request a listing of most disclosures of your PHI that you have neither consented to nor authorized; request information regarding the location to which your PHI disclosures are sent; request that any complaints that you make about my policies and procedures be recorded in your records; and the right to have a paper copy of this Agreement, the attached Notice form, and my privacy policy and procedures. I am happy to discuss any of these rights with you.

Minors and Parents. Maine law allows minor children to independently consent to and receive mental health treatment without parental consent. In that situation, information about treatment cannot be disclosed to anyone without the minor child's agreement. Although privacy in psychotherapy is important parental involvement is also essential to treatment, particularly with young children. For this reason, it is my policy not to provide treatment to a child under 16 unless he/she agrees that I can share with his/her parents whatever information I consider necessary. For children over 16, I request an agreement between my patient and his/her parents allowing me to share general information about treatment progress and his/her attendance at scheduled sessions. At the completion of treatment, I also provide parents a summary of treatment. Any other communications require the child's Authorization (unless I feel that the child is in danger to him or herself or to someone else, in which case I will notify the parents of my concern).

Limits on Confidentiality. The law protects the privacy of all communications between a patient and a psychologist. 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 and/or Maine law, or in some cases if you provide oral authorization. However, in the following situations no authorization is required:

- I have a contract with Professional Medical Billing in Waterville, Maine for billing. 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.
- Disclosures required by health insurers or to collect overdue fees are covered elsewhere in this Agreement.
- If a court orders disclosure of information in connections with certain legal actions such as child custody, care and protection cases, adoption proceedings, sexual abuse cases.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If you have filed a worker's compensation claim, and I am being compensated for your treatment by your employer or its insurance company as a result of that claim, I must provide, upon appropriate request, legally required reports and other information related to your condition.
- If I know or have reasonable cause to believe that you might be in danger of harming yourself or others, I may disclose information in an effort to reduce risk of harm to you or others.
- If I know or have reasonable cause to suspect that a child, elderly or disabled person is being abused and/or neglected.

Sometimes I do see clients when I am out in Portland and the surrounding area. It is my policy not to say "hello" or engage you in conversation unless you acknowledge me first. The purpose of this policy is to protect your confidentiality in public and social situations. I occasionally consult with other professionals, who are bound by the same confidentiality guidelines, regarding my cases. During consultation, I make every effort to avoid revealing the identity of my patient. If you do not object, I will not disclose these consultations, unless it is important for our work together.

Risks Associated With Psychological Treatment Services and Other Services. Please be aware that there can be risks from psychological treatment and even from exercises conducted in providing consultation or education. For example, many of the cognitive-behavior therapy (CBT) methods that have been found through research to be effective can be stressful and, at least initially, anxiety symptoms may increase. The services you receive may include encouraging you to expose yourself to situations, bodily sensations, or recollection of events that are anxiety-provoking. These services may also include experimenting with different ways of thinking about or interpreting information and learning new strategies for coping with challenges. For these approaches to be successful, they require an active effort on your part, both in session and between sessions (for example, practicing skills on your own that we discussed in session).

Limits to Our Relationship. When we negotiate a treatment or consultation plan, we will discuss the nature and scope of relationship. Please understand that in following the standards of my profession and the ethical guidelines of the American Psychological Association (APA), I can only be your psychologist/consultant and therefore cannot have other roles, such as friend, romantic or sexual partner, or knowingly become a client of *your work* or services (in most cases). To help educate you about these issues, I will provide you with a copy of the *Limits of Therapy Relationships* handout with your initial paperwork. Please review this handout.

Please note that I will not provide evaluations that I believe to fall outside the scope of our relationship or attempt to assess or predict your functioning, your abilities, or future behaviors if I believe I have insufficient basis to do so. Being placed in this type of role could potentially affect our therapy relationship in an adverse way and compromise my ability to provide effective services to you. In addition, such requests could jeopardize my ability to operate within the ethical bounds of my profession. In such cases, you should hire a different mental health professional for any evaluations or testimony that you may require. *Examples:* (a) If you become involved in a legal, divorce, or child custody dispute, I will *not* provide evaluations or expert testimony. (b) In most cases, I will *not* make statements (e.g., to your employer or a state office) about your ability to perform work-related tasks.

Statement of Principles and Complaint Procedures. I strive to abide by the rules and ethical principles of the American Psychological Association (APA) and by those of my state license. If you have concerns about our work together, please let me know. I will make every effort to hear any complaints that you have and to seek solutions to them. If you feel that I, or any other therapist, have treated you unfairly or unethically, please tell me. You can also contact the state or local psychological association and speak to the chairperson of the ethics committee. The phone number for the Maine Psychological Association is (207) 621-0732.

Your signature below indicates that you have read this Agreement and agree to abide by its terms. You have the right to revoke this Agreement in writing at any time. Your revocation will be binding unless I have taken action in reliance on this Agreement; 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.

Signature of Patient/Client or Guardian

Date

Printed Name

Joel Guarna, PhD, Manager
White Pine Behavioral Health LLC

Date

Joel Guarna, PhD is licensed to practice Psychology in the states of Maine and New Hampshire.

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Appendix

Chart 1. Complete Listing of Fees

CPT	Type of Service	Fee
90801	Initial Evaluation*	\$150
90804	Individual Psychotherapy (20-30 mins)*	\$75
90806	Individual Psychotherapy (45-50 mins)*	\$125
90808	Individual Psychotherapy (75-80 mins)*	\$190
	Couples Psychotherapy (45-50 mins)**	\$135
90846	Family Psychotherapy (45-50 mins) with Patient Present*	\$135
90847	Family Psychotherapy (45-50 mins) without Patient Present*	\$135
90853	Group Psychotherapy*	\$40
	Consultations (45-50 mins)	\$125
	Educational Sessions (Individual or Group)	\$125/hour
	Appointment Missed without 24 hours notice	\$75
	Customary Professional Services (e.g., report prep)	\$125/hour
	Ancillary Services (e.g., legal issues)	\$250/hour

*Covered by most insurance and managed care plans. **Most plans no longer cover couples therapy.

Chart 2. Sliding Scale* *Used if *Application for Reduced Fees* submitted and approved.

Gross Household Income			Dependents (not including self)				
2+ Incomes	1 Income	Step	0	1	2	3	4+
156+	136+	14	125	125	125	125	125
146-155	126-135	13	125	125	125	125	120
136-145	116-125	12	125	125	125	120	115
126-135	106-115	11	125	125	120	115	110
116-125	96-105	10	125	120	115	110	105
106-115	86-95	9	120	115	110	105	100
96-105	76-85	8	115	110	105	100	95
86-95	66-75	7	110	105	100	95	90
76-85	56-65	6	105	100	95	90	85
56-75	46-55	5	100	95	90	85	80
46-55	36-45	4	95	90	85	80	75
36-45	26-35	3	90	85	80	75	75
26-35	16-25	2	85	80	75	75	75
<25	<15	1	80	75	75	75	75
<i>Annual Income (\$K)</i>			<i>Actual Fee (\$)</i>				

Chart 3. Financial Hardship Adjustment



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