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PSYCHOTHERAPIST- PATIENT AGREEMENT (Revision 5/17)

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 we provide you with a Notice of Privacy Practices for use and disclosure of PHI. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information at the end of this 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 us unless we have taken action in reliance on it; *if there are* obligations imposed on us 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

Rachel Lacy, Psy.D., P.C. provides evaluation and treatment services. We evaluate people with a wide range of problems and use a variety of evaluation procedures. Depending on the circumstance of your referral, you may or may not receive a copy of the report I produce, or feedback about the results. For instance, Workers' Compensation evaluations do not allow release of the report to claimants from my office and sometimes they do not allow feedback sessions. There are other similar circumstances, usually in legal cases or independent medical evaluations. Evaluations can have benefits and risks. Most people find that the results of the evaluations help them to understand and address their problems more effectively. Some people, particularly when evaluations have legal implications, may find that the evaluations do not help their case. If an evaluation is rendered invalid due to lack of effort, then the results are considered uninterpretable, so it is crucial that patients try their best on all testing measures.

We provide a range of treatment services including brief individual and family psychotherapy, as well as cognitive rehabilitation and chronic pain management. Any type of psychological treatment 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 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 we will develop 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. It is important that you and I both feel we can work together. 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. Due to the fact that my therapy case load is limited, I may refer you to another mental health professional if I do not have the availability necessary to address your needs, or if your required treatment is outside my area of training. I will work with you to develop a schedule for treatment that best meets your needs.

MEETINGS:

Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control.] It is important to note that insurance companies do not provide reimbursement for cancelled sessions, so you will be responsible for the charge for a missed session. The fee is the full charge of the missed appointment. If you miss a day of testing, you will be charged for one hour. One exception to my cancellation policy is in regards to illness. I prefer that if you are sick on the day of your appointment that you stay home and take care of yourself. In that case, I appreciate the fact that you do not want to risk spreading your illness to myself or others in my office. Though I always dislike having to, there have been instances when I have had to cancel due to illness on the day of scheduled appointments. Illness happens to all of us. If you have the flu, or you are vomiting, have diarrhea, or are running a fever, please call to reschedule your appointment. You will not be charged in these instances.

MATTERS OF COURTESY:

Please note that using cell phones is not permitted in our waiting room in order to ensure the comfort of others. Cell phones will not be allowed to be turned on during testing or therapy sessions, as they are a distraction. Many tests are timed and influenced by attention, and a cell phone can affect your performance. Also, due to today's technology, you should be aware that confidentiality cannot be assured if your cell phone is turned on. For your protection regarding confidentiality, the phone must be turned off (not just on silent) during therapy sessions. **There are no exceptions to this request.** If you choose to leave your cell phone on, any breach of confidentiality that occurs as a result is your responsibility and we will not be held liable for it.

PERFUMES/COLOGNES: Members of our office and many of my patients are chemically sensitive, meaning that chemicals and perfumes may cause asthma or various allergic reactions. I ask that you do not wear cologne or perfume when you come to my office for the comfort of those with sensitive systems. Your consideration in this matter is much appreciated.

PROFESSIONAL FEES:

As mentioned, I provide therapy and evaluation services. I also provide services under Worker's Compensation, for which I will accept the Worker's Compensation Fee Schedule. You will not be billed for services authorized by Workers' Compensation. If yours is a legal case, my fees are higher due to the

amount of work involved and the level of services rendered, and I will charge for total number of hours spent on the evaluation. I have separate fee agreement forms for the attorney to sign in those instances.

My standard fees for non-legal cases are as follows:

Initial Diagnostic Interview:	\$200.00 per hour	(typically one hour, sometimes two hours for forensic evaluation cases)
Neuropsychological Testing:	\$200.00 per hour	(Including testing time, scoring, interpretation and report writing)
Feedback or Results Session:	\$200.00	(50 minute session)
Individual/ Family Psychotherapy:	\$140.00	(per 45 minute session)
	\$150.00	(per 54-60 minute session)

In addition to weekly appointments, I charge the above amounts for other professional services you may need, though I will break down the hourly cost if I work for periods of less than or more than one hour. Other services include additional report writing, letters, disability forms, telephone conversations lasting longer than 8 minutes (service is charged to the closest 15 minutes), time consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. 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, there is a different fee schedule for preparation and attendance at any legal proceeding.

HOW TO CONTACT ME

Due to my work schedule, I am often not immediately available by telephone. I will give you my primary business voice mail, which I check regularly throughout the day. I will make every effort to return your call within 24 hours, with the exception of weekends and holidays. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary. If it is a dire, life threatening emergency, you should go to the nearest emergency room and ask for the psychiatrist on call and not wait for my return call.

Electronic communications: My main contact number is a mobile number. I ask that you refrain from texting personal information to that number, though you may text if you are simply late and would like me to know, or would like to cancel or reschedule an appointment. Our email address should also be used only to arrange appointment times if you need to reschedule. **Please do not include personal confidential information in any text message or email.** This is for your protection. If you choose to include information that is private, we will not be held responsible for any use of such information by any third party that may gain access to your email or text information. It is **your responsibility** to be careful with what information you choose to put in an electronic communication.

SOCIAL MEDIA AND DUAL RELATIONSHIPS

Due to legal and ethical considerations, I will not “friend” or accept a request to connect with a patient on any social media site, including, but not limited to, Facebook, Twitter, Instagram, or LinkedIn. Therapy is

not a friendship, but a working relationship where you have a protected, confidential space with which to work on yourself and resolve your personal struggles with the assistance of a trained, objective professional. Planned, outside social contact is also not allowed, such as lunches or coffee meetings. If we meet in a public arena, I am not allowed to approach you, but I can speak to you after you speak to me. This is to protect your confidentiality and your private life outside of the office.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, we 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. This is a standard practice in the field of psychology to offer and receive consultation about cases. 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 our Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- ❑ You should be aware that I employ administrative staff. Personal information will be shared with administrative staff to the extent necessary for administrative and business functions to be performed.
- ❑ I also have contracts with a computer software billing company, a computer technician, and CPA. As required by HIPAA, we 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, we can provide you with the names of these organizations and/or a blank copy of this contract.
- ❑ At times, I have shared office space and administrative staff with other clinicians, but we all kept our records separate, as each clinician had their own independent business.
- ❑ Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- ❑ If a patient threatens to harm himself / herself, we 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 my professional services, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your 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. Social Security Disability is once such agency.
- ❑ 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 we are providing treatment related to the claim, we must, upon appropriate request, furnish copies of **all** medical reports and bills.
- ❑ If a patient is referred for an Independent Medical Examination, I will release the report without the patient's authorization, as that is a condition of the referral. You will not receive a copy of my report in this instance.

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, senior citizen, or disabled person has been abused or neglected, the law requires that I file a report with the appropriate governmental agency, usually the Department of Human Resources. Once such a report is filed, I may be required to provide additional information.
- ❑ If I determine that a patient presents a serious danger of to themselves or to another, I may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police, and/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:

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 we 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. You or your legal representative may examine and/or receive a copy of your Clinical Record, if you request it in writing, except in unusual circumstances that involve danger to yourself or others, or makes reference to another person (unless such other person is a health care provider), or if I believe that access is reasonably likely to cause substantial harm to such other person or if information is supplied to me confidentially by others (you can elect to put this information in your psychotherapy notes, see below). 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. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your records, you have a right of review (except for information provided to us confidentially by others), which I will discuss with you upon request.

In addition, most therapists keep a set of Psychotherapy Notes. These Notes are for our own use and are designed to assist 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 us that is not required to be included in your Clinical Record [and information supplied to us confidentially by others]. I generally do not keep Psychotherapy Notes, but when I do have them, they 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. Your medical record is kept for a total of 7 years according to law, after which paper records are shredded and electronic records are deleted.

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 we 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 glad 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 allows parents to examine their child's treatment records unless I believe that doing so would endanger the child, or we agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is our 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 provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's assent, 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.

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. Charges for other professional services, such as evaluations, will be agreed to when they are requested. You must provide a valid credit card number for your account balances or making monthly payments. You agree that if 60 days have gone by, and you have not made or arranged monthly payments, the balance of your account can be charged in total to the credit card on file. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we 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 us to disclose otherwise confidential information. In most collection situations, the only information we 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 assistance to help you receive the benefits to which you are entitled; **however, you (not your insurance company) are responsible for full payment of incurred fees.** It is very important that you find out exactly what mental health services your insurance policy covers. You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, we will provide you with whatever information we can based on our 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, we will be willing to call the company on your behalf. However, it is often helpful for you to call as you can sometimes achieve more in doing so than when we simply call for you.

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, some patients feel that they need more services after insurance benefits end.

You should also be aware that your contract with your health insurance company requires that we provide them with information relevant to the services that we provide to you. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record, including psychological and neuropsychological reports. In such situations, we 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 we can provide requested information to your carrier.

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 our services yourself to avoid the problems described above [unless prohibited by contract]. **By signing this agreement, you also acknowledge that you are ultimately responsible for payment of services rendered.** Therefore, if your insurance does not pay what was expected, you will be billed for the remaining amount.

TERMINATION OF TREATMENT

Treatment ends usually upon mutual agreement between you and your therapist. Our goal is to help you reach a point of health and independence where you no longer need therapy. When you reach this point, you or your therapist may initiate a discussion regarding ending treatment. It is usually standard to have a “termination session,” which is one session to summarize your treatment progress, address any lingering issues, and provide an opportunity for you and your therapist to say farewell.

Treatment may end for other reasons, such as changes in insurance or finances that may cause you to change therapists or temporarily suspend therapy, failure to comply with treatment recommendations, or a mismatch between you and the therapist that prevents you working together successfully. These issues are also discussed prior to ending treatment, or transferring to another therapist. **If you have not had a termination session, and you have not made an appointment in 90 days, your file will be automatically closed.** If at a future time you wish to return, you are welcome to call and see if the therapist is available to resume therapy based on their schedule at the time. Please note, any outstanding balance on your account remains your responsibility and is not dependent on whether or not you are an “active” patient.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

Patient/ Guardian Signature

Date

Rachel Lacy, Psy.D., P.C.

Date