

## HRC PROVIDER-PATIENT SERVICES AGREEMENT

**Welcome to HRC.** This document contains important information about our practice and its business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law designed to protect your privacy and your 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 the attached Notice of Privacy Practices that explains HIPAA and how it affects you. The law also requires that we obtain your signature acknowledging that you have received this information. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can address any questions you have about the procedures before your next session. When you sign this document, it will also represent an agreement between you, your provider, and HRC. You may revoke this Agreement in writing at any time. That revocation will be binding except for information already disclosed; 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.

**MENTAL HEALTH AND CONSULTATION SERVICES.** Services vary depending on your needs, and your provider's approaches. There are many different methods used to deal with the issues that you hope to address.

Your initial session(s) will involve an evaluation of your needs. By the end of the evaluation, your provider will be able to offer you some first impressions of what your work will include and a plan to follow, if you decide to continue with our services. You should evaluate this information along with your own opinions of whether you feel comfortable working with your provider. Treatment/consultation involves a commitment of time, money, and energy, so you should be careful about the provider you select. If you have questions about procedures, they should be discussed with your provider whenever they arise. If your doubts persist, your provider will be happy to help you set up a meeting with another professional for a second opinion.

**MEETINGS.** When an appointment time 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 late cancelled sessions.

**PROFESSIONAL FEES AND PAYMENT.** Our providers set their own fees. Please discuss this during your visit. If you want to set up a payment plan, you may also discuss this during your visit. You will be expected to pay for each session at the time it is held, unless another schedule is agreed upon or unless you have insurance coverage. If we file your insurance, you are expected to make your co-pay at each visit. Payment schedules for other professional services (such as report writing, extended telephone conversations, consulting with other professionals with your permission, preparation of records or treatment summaries, or legal testimony) will be agreed to when they are requested and are not insurance reimbursable. We accept cash, personal checks, Visa, Discover, and MasterCard. There will be a \$25 service charge for returned checks.

If your account has not been paid for more than 60 days and you have not made arrangements for payment, we have the option of using legal means to secure the payment. This may include collection agency or small claims court which will require disclosing otherwise confidential information. In most collection situations, the only information released 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 you 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. Your provider will fill out required forms and provide you with assistance in receiving the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of your bill. 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. Our office will provide you with any information we have based on our experience and will be happy to help you in understanding the information you receive from your insurance company. If your failure to comply with your insurance company's requirements regarding choice of providers, authorizations, or other issues results in the denial of claims, you will be responsible for paying in full. If your coverage changes, it is your responsibility to notify our office and to comply with your new policy.

You should also be aware that your contract with your health insurance company requires that we provide a clinical diagnosis and information about the services provided to you. Sometimes your provider must provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, every effort will be made 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, we 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. You will be provided with a copy of any report submitted if you request it. By signing the appropriate section of this Agreement, you agree to the provision of requested information to your carrier. If you need to file your own insurance, you may use either your statement or your encounter form. Please remember to include your policy information.

Once we have all of the information about your insurance coverage, your provider will discuss what you 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 services yourself to avoid the problems described above [unless this is prohibited by contract].

**CONTACTING YOUR PROVIDER.** Providers are normally not available by telephone because of client appointments. Your call will be taken by the office staff (or the answering service after hours) and will usually be forwarded to your provider's voice mail. Providers do check their voice mail and make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please leave information about times when you will be available. In emergencies, if the office or the answering service is unable to reach your doctor, the provider on call will contact you. Generally, if your provider will be unavailable for an extended time, you will be provided 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 provider. Several types of communications and the consent they require are discussed below.

- 1) Generally, information about your treatment can be released to others only if you sign a written Authorization Form that meets certain legal requirements imposed by HIPAA.
- 2) There are other situations, however, that require only that you provide written, advance consent. Your signature on this Agreement provides consent for the following:
  - Your provider may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, every effort is made to avoid revealing your identity. The other professionals are also legally bound to keep the information confidential. You will not be told about these consultations unless your provider feels that it is important to your work together.
  - Your doctor practices with other mental health professionals and employs administrative staff. In many cases, some protected information may be shared 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.
  - We also have contracts with other vendors such as software providers and an answering service. As required by HIPAA, we have a formal business associate contract with each and any of these other 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.
  - Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
  - If providers believe that a patient presents an imminent danger to his/her health or safety, they may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.
- 3) There also are some situations where providers are 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 that are provided to you, such information is protected by the provider-patient privilege law. Information cannot be provided 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 your provider to disclose information.
  - If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
  - If a patient files a complaint or lawsuit against a provider, that provider may disclose relevant information regarding that patient in order to defend him/herself.

- If a patient files a worker's compensation claim, and services are being compensated through workers compensation benefits, a provider must, upon appropriate request, provide a copy of the patient's record to the patient's employer or the North Carolina Industrial Commission.
- 4) In addition, there are some situations in which we are legally obligated to take actions, which are necessary to attempt to protect others from harm and which may require revealing some information about a patient's treatment. These situations are unusual in this practice. They include the following:
- If there is cause to suspect that a child under 18 is abused or neglected, or reasonable cause to believe that a disabled adult is in need of protective services, the law requires that a report be filed with the County Director of Social Services. Once such a report is filed, additional information may be required.
  - If there is reason to believe that a patient presents an imminent danger to the health and safety of another, we may be required to disclose information in order to take protective actions, including initiating hospitalization, warning the potential victim, if identifiable, and/or calling the police.

If such a situation arises, your provider will make every effort to fully discuss it with you before taking any action and will limit disclosure to only what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that any questions or concerns that you may have now or in the future be discussed. The laws governing confidentiality can be quite complex. In situations where specific advice is required, formal legal advice may be needed.

**PROFESSIONAL RECORDS.** You should be aware that, pursuant to HIPAA, your provider may 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 are set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records received 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/or others or the record makes reference to another person (unless such other person is a health care provider) and your provider believes 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, it is recommended that you initially review them in with your provider, or have them forwarded to another mental health professional so you can discuss the contents. (There normally will be a charge for copying records). The exceptions to this policy are contained in the attached Notice Form. If your request for access to your records is refused, you have a right of review, which will be discussed with you upon request.

In addition, your provider may also keep a set of Psychotherapy Notes. These Notes are for your provider's 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 your conversations with

your provider, an analysis of those conversations, and how they impact on your therapy. They may also contain particularly sensitive information that you may reveal to your provider that is not required to be included in your Clinical Record and information revealed to your provider confidentially by others. 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 a separate 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 your provider 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 our policies and procedures recorded in your records; and the right to view and copy your records,. Your provider will be happy to discuss any of these rights with you. These rights are explained further in the Privacy Notice.

**MINORS & PARENTS.** Individuals over the age of eighteen have the right to independently consent to and receive mental health treatment without parental consent and, in that situation, information about that treatment cannot be disclosed to anyone without the individual's agreement. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment and this requires that some private information be shared with parents. It is our policy only to share information that is considered necessary with his/her parents. This includes general information about the progress of the child's treatment and his/her attendance at scheduled sessions. Parents will also be provided with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless the provider feels that the child is in danger or is a danger to someone else, in which case, the parents will be notified of this concern. Before giving parents any information, this will be discussed with the child, if possible, and an attempt will be made to handle any objections he/she may have.

YOUR SIGNATURES ON THE FOLLOWING PAGE INDICATE THAT YOU HAVE 1) BEEN GIVEN THIS AGREEMENT AND 2) READ AND AGREE TO ITS TERMS. IT ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

[Rev 03/16]

HRC PROVIDER-PATIENT SERVICES AGREEMENT  
Signature Page

**I. (This must be signed prior to your first session.)**

I have received a copy of the HRC PROVIDER-PATIENT SERVICES AGREEMENT and a copy of the HRC PRIVACY NOTICE.

\_\_\_\_\_  
Name (Patient or Representative)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Relationship

**II. (This must be signed during your first session.)**

I have read, understand, and accept the following by initialing each item:

\_\_\_\_\_ that HRC may disclose Protected Health Information as necessary to my insurance company if I want my insurance to be filed. If this is not initialed, I understand that I must pay in full for services.

\_\_\_\_\_ that HRC may use Protected Health Information within the practice for the purpose of Treatment/Consultation

\_\_\_\_\_ that HRC may share Information as necessary with my primary care provider. If you do not wish information to be shared with your health care provider initial the "no" block below.

\_\_\_\_\_ NO, do not share information with my physician

Please check the following if your counselor or the HRC staff

\_\_\_\_\_ May NOT contact your or leave messages at your home telephone number

\_\_\_\_\_ May NOT contact you by email

I have read, understand, and accept all of the provisions of the HRC PROVIDER-PATIENT SERVICES AGREEMENT and the HRC PRIVACY NOTICE.

\_\_\_\_\_  
Name (Patient or Representative)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Relationship