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## **PRACTITIONER – PATIENT SERVICES AGREEMENT**

This document (**the Agreement**) contains important information about the practitioner's professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (**HIPAA**), a new federal law that provides new privacy protections and new patient rights with regards to the use and disclosure of Protected Health Information (**PHI**) used for the purpose of treatment, payment, and health care operations. HIPAA requires that the practitioner provide you with a Notice of Privacy Practices (**the Notice**) for use and disclosure of PHI for treatment, payment, and health care operations. The Notice, provided separately, explains HIPAA and its application to your personal health information in greater detail. The law requires that the Practitioner obtain your signature on this Agreement. Although these documents are long and somewhat complex, it is very important that you read them carefully before your 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. The revocation will be binding on the Practitioner unless the Practitioner has taken action in reliance on it; if there are obligations imposed on the Practitioner 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**

While there exists a variety of psychological services, procedures, and interventions, psychotherapy is the main psychological service performed at this office. While psychotherapy is not easily described in general statements, it usually refers to a variety of interventions designed to ameliorate (improve) problematic feelings, thoughts, and behaviors. There are many different methods of psychotherapy which may be implemented in order to address your problems and concerns. Such methods include Behavioral Psychotherapy, Cognitive-Behavioral Psychotherapy, Dynamic Therapy, Supportive Psychotherapy, and a number of other interventions. The kind of psychotherapy you will be receiving depends of a number of issues; such as, your presenting problems, the orientation of your practitioner, insurance restrictions, and your

informed consent. Psychotherapy can be a very direct and active form of intervention. In order for the therapy to be most successful, you will have to work on the problematic feelings, thoughts, and behaviors (identified as your treatment goals) both during your sessions and at home.

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. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Your initial session(s) will involve an evaluation of your problems, issues, mental status, and symptoms. In addition, there will be a review of your medical, family/social, and psychiatric/alcohol/drug history. Your practitioner will also ask if you are currently on any psychotropic medications. By the end of the evaluation, you will be given some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. Your practitioner might make recommendations for other services, such as an evaluation for medication, psychological testing, group therapy, or other medical evaluations. Evaluate this information along with your own opinions of whether you feel comfortable working with your practitioner. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the practitioner you select. If you have questions about your practitioner's procedures, you should discuss them whenever they arise. If your doubts persist, a second opinion or referral will be given.

NOTE: Psychotherapy is not a substitute for psychiatric intervention and the monitoring of any medication. The prescription of psychiatric medicine and its subsequent management is the responsibility of the client's personal psychiatrist. This office does not prescribe nor manage psychiatric medications. When appropriate, the practitioner will refer a client to a psychiatrist for further evaluation for medication.

### **MEETINGS**

During the evaluation, you and your practitioner can both decide whether or not the practitioner is the best person to provide the services that you need in order to meet your treatment goals. If psychotherapy is begun, you will usually be scheduled a 45-minute session (one appointment hour of 45 minutes in duration). The frequency of the visits will be determined based on a number of issues, such as treatment response, insurance restrictions, and scheduling.

**Once an appointment 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 or no show sessions.**

### **PROFESSIONAL FEES**

In addition to session fees, you may incur additional fees for other services you may need. Such services may include report writing and preparation of records or treatment summaries, or any other service you may request of me. If you become involved in legal proceedings that require the Practitioner's participation, you will be expected to pay for all of the Practitioner's professional time, including preparation and transportation costs, even if I am called to testify by another party.

### **CONTACTING ME**

Due to the practitioner's work schedule, the practitioner may not immediately be available by telephone. When unavailable, your calls will be answered by office staff or voice mail. Your phone call will be returned within a reasonable time frame. However, if you have an urgent matter to discuss, please indicate that to the Practitioner's staff or voice mail. If you are difficult to reach by phone, please inform the Practitioner's staff or voice mail of some times when you will be available. If you are unable to reach your practitioner and feel that you can't wait for a return call, contact your psychiatrist, primary care physician or go to the nearest hospital's emergency room. If your practitioner will be unavailable for an extended time, a colleague will handle calls in her absence.

### **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a social worker (**described in this agreement as the practitioner**). In most situations, the practitioner can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPPA. 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:

- Your practitioner may occasionally find it helpful to consult other health and mental health professionals about your case. During a consultation, your practitioner will make every effort to avoid revealing the identity of the Practitioner's patient. The other professionals are also legally bound to keep the information confidential. If you don't object, your practitioner will not tell you about these consultations unless they feel that it is important. Your practitioner will note all consultations unless they feel that it is important. Your practitioner will note all consultations in your Clinical Record (**which is called "PHI" in the Practitioner's Notice of Policies and Practices to Protect the Privacy of Your Protected Health Information**).
- Be aware that your practitioner works with other mental health professionals and that the employed administrative staff. In most cases, there is a need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurances. All of the mental 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.

- Your practitioner may also have a contract with a billing service, transcription service, collection service, medical record storage service, an answering service and other professional in this office. As required by HIPAA, your practitioner has 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, your practitioner 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 a patient threatens to harm himself/herself, your practitioner may be obligated to seek hospitalization for him/her, or to contact family members or others who can provide protection.

There are some situations where the practitioner is 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 practitioner-patient privilege law. Your practitioner 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 the Practitioner to disclose information.
- If a government agency is requesting the information for health oversight activities, your practitioner may be required to provide it for them.
- If a patient files a complaint or a lawsuit against the practitioner, the practitioner may disclose relevant information regarding that the patient in order to defend myself.
- If your practitioner is being compensated for providing treatment to you as a result of having filed a worker's compensation claim, your practitioner must, upon appropriate request, provide information necessary for utilization review purposes.

There are some situations in which your practitioner is legally obligated to take actions, which the practitioner believes are necessary to attempt to protect others from harm and that the practitioner may have to reveal some information about treatment. These situations are unusual in the Practitioner's practice.

- If the practitioner has reasonable cause to suspect child abuse or neglect, the law requires that the practitioner file a report with the Family Independence Agency. Once such a report is filed, the practitioner may be required to provide additional information.

- If the practitioner has reasonable cause to suspect the “criminal abuse” of an adult patient, the practitioner must report it to the police. Once such a report is filed, the practitioner may be required to provide additional information.
- If a patient communicates a threat of physical violence against a reasonably identifiable third person and the patient has the apparent intent and ability to carry out threat in the foreseeable future, the practitioner may have to disclose information in order to take protective action. These actions may include notifying the potential victim (or, if the victim is a minor, his/her parents and the county Department of Social Services) and contacting the police, and/or seeking hospitalization for the patient.

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

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

### **PROFESSIONAL RECORDS**

Be aware that, pursuant to HIPAA, your practitioner retains 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 are received from other providers, 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 (unless such other person is a health care provider) and your practitioner 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 strongly recommended that you initially review them in the Practitioner’s presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, a copying fee of \$.25 per page will be charged. If the entire record needs to be copied, the fee for this service will need to be discussed with the practitioner. The exceptions to this policy are contained in the attached Notice Form. If your practitioner refuses your request for access to your Clinical Records, you have a right of review, which will be discussed with you upon request.

The **second set** your practitioner may keep is a set of Psychotherapy Notes. These notes are for your practitioner’s own use and are designed to assist them in providing you with the best treatment. While the contents of Psychotherapy Notes vary from patient to

patient, they can include the contents of conversations, the Practitioner's analysis of those conversations, and how they impact on your therapy. They also contain particular information from others provided to the practitioner that is not required to be included in your Clinical Record. [They also include information from others provided to the Practitioner in 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 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 the regard to your Clinical Records and disclosures of protected health information (**PHI**).

These rights include:

- requesting that your practitioner 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 the practitioner's policies and procedures recorded in your records
- the right to a paper copy of this Agreement, the attached Notice, and the Practitioner's privacy policies and procedures.

Your practitioner will 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. They should be aware that the law may allow patients over 14 to consent to (and control access to information about) their own treatment, although that treatment cannot extend beyond 12 sessions (or 4 months). While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment. Therefore, it is usually your practitioner's policy to request an agreement from patient between 14 and 18 and his/her parents allowing the practitioner to share general information with parents about the progress of treatment and the child's attendance at scheduled sessions. The practitioner 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 the practitioner feels that the child is in danger or is a danger to someone else, in which case, the practitioner will notify the parents of the practitioner's concern. Before giving parents any information, the practitioner will discuss the matter with the child, if possible, and to address and handle any objections he/she may have.

## **BILLING & PAYMENTS**

You will be expected to pay for each session in full at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. If you have insurance coverage that requires you to pay a co-payment, that co-payment will be expected at the time each session is held, unless we agree otherwise. Also, if you have a deductible to meet, you will need to make those payments promptly upon billing by the practitioner. Payment schedules for other professional services will be agreed upon when they are requested. In circumstances of unusual financial hardship, your practitioner may be willing to negotiate a fee adjustment or payment installation plan.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, your practitioner reserves 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 the practitioner to disclose otherwise confidential information. In most collection situations, the only information which will be released regarding a patient's treatment is his/her name, address, phone number, the nature of the services provided, and the amount due.

**The billing rates for a late cancellation of an appointment (less than 24 hours notice to the practitioner) or a No Call/No Show appointment is \$90 for an individual session and \$120 for a couple's session. These charges are to be paid at the next session.**

**There will be a \$50 additional charge for all NSF and Returned checks.**

## **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. Your practitioner will fill out and mail insurance forms on your behalf and provide you with reasonable assistance in helping you receive the benefits to which you are entitled. If, however, your practitioner exhausts all reasonable means to receive payment from your insurance company and/or 6 months has passed since your initial session without any payment from your insurance company, then your practitioner will turn the matter and all relevant documentation over to you; you can then take the matter up with your insurance company directly. Remember, your practitioner bills your insurance company for you **as a courtesy**. You are ultimately responsible to ensure that the practitioner is paid. **You (not your insurance company) are responsible for full payment of the practitioner's fees.** It is very important that you find out exactly what mental health services your insurance policy covers. If your practitioner cannot get your insurance company to pay, then **you must pay the practitioner in full**, and then settle the matter with your insurance company. You are also responsible for all charges not covered by your insurance policy. Just because the practitioner is billing the insurance company for the charges, as a courtesy to you, does not mean that the insurance company will pay for

these services rendered. Also, if your insurance company pays benefits directly to you, instead of to your practitioner, you are then responsible to either (1) sign those checks over to your practitioner, or (2) write a personal check to your practitioner for the same amount as the insurance company check you deposited into your account.

**Please note that insurance companies do not cover late cancelled appointment charges nor No Call/No Show appointment charges.**

Carefully read the section in your insurance policy coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Your insurance policy is a contract between you and your insurance company. Your practitioner will provide you with whatever information they can based upon their experience and will help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, your practitioner 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. 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. If this is the case, you will be responsible to pay for these services as they would be beyond the limits of your insurance coverage. Some managed – care plans will not allow for such services once your benefits end. This is called “no self referral”. If this is the case, you and your practitioner can discuss a variety of options that exist.

Also, be aware that your contract with your health insurance company requires that your practitioner provide them with information relevant to the services that are provided to you. Your practitioner is required to provide a clinical diagnosis, dates of service, and procedure codes. Sometimes your practitioner is required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, your practitioner will make every effort to release only the minimum information about you that is necessary for the purpose requested. Be aware that this information may also include drug and alcohol abuse records protected under the regulations in 42 Code of Federal Regulations, Part 2. 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, your practitioner has no control over what they will do with this information once it is in their hands, and as such your practitioner is not liable for any insurance company actions regarding your PHI. In some cases, they may share the information with a national medical databank. Your practitioner will provide you with a copy of any report they submit, if you request it. By signing this Agreement, you agree that your practitioner 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 your practitioner's services yourself to avoid the problems described above, unless prohibited by contract with your insurance carrier or EAP program.

This Agreement is subject to revision at any time. As such revision is necessary, you will be given the amendments and will need to sign another acknowledgement of receipt of those amendments.

Written and adopted 01/04.