



## **SERVICES AGREEMENT for Kristen Smith-Simon, Ph.D. (Effective: 07-01-15)**

This document contains important information about professional services and business policies with Dr. Kristen Smith-Simon. It is important that you thoroughly read and understand this Agreement, *and the accompanying Privacy Notice*, as required by the Health Insurance Portability and Accountability Act (HIPAA). HIPAA is a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI). The law requires your signature acknowledging that this information has been provided to you at or before the first appointment. We can discuss any questions you have about the procedures at the first appointment. **When you sign this document, it will represent an agreement between you and Dr. Smith-Simon. Your signature signifies your consent to participate in services with Dr. Smith-Simon in accordance with the following description of psychological services and business practices.**

### **PSYCHOLOGICAL SERVICES**

**GENERAL DESCRIPTION:** The nature of psychotherapy varies depending on the particular problems a patient is experiencing. There are different methods that may be used to deal with the problems that you hope to address. Psychotherapy calls for a very active effort on the part of the patient and his/her family. In order for the therapy to be most successful, you and/or your child will have to work on things we talk about both during our sessions and at home.

Psychotherapy has been shown to have many benefits. Therapy often leads to reduced feelings of distress, better relationships, and solutions to specific problems. Of course, there are no guarantees of what you will experience, and there are some risks, such as having uncomfortable thoughts or feelings while discussing unpleasant aspects of your life. The majority of patients, however, report positive experiences and outcomes with their treatment.

Our first few sessions will include an evaluation of your needs. A patient's well-being is determined by a number of different factors. Accordingly, the first goal is to determine the specific factors that are influencing a patient's functioning at any given time. The initial assessment is composed of clinical interviews, observations and standardized questionnaires with relevant family members in order to best understand the presenting problems or concerns. Additional psychological testing may be recommended to address certain referral questions. In addition, as part of the initial assessment it's often useful to gather information from other professionals involved in your child's life, such as school staff or physicians. The decision to communicate with these professionals would be discussed with you and written consent to communicate with them would be obtained prior to there being any contact. Once the clinical assessment is completed, specific treatment recommendations will be discussed with you in a feedback session. A treatment plan will be developed together and reviewed together periodically.

### **CONFIDENTIALITY AND ITS LIMITATIONS**

1. The law protects the privacy of all communications between a patient and a psychologist. In most situations, information about your treatment may be released to others only if you sign a specific written Authorization form that meets certain legal requirements imposed by HIPAA.

2. There are other situations that only require you to provide written, advance consent to use or disclose any protected health information (PHI) from your Clinical Record. Your signature on the Consent Form provides consent for those activities, including:

- Certain protected information may be shared with administrative staff for administrative purposes such as billing. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without prior permission.

- Contacts with business associates such as attorneys, accountants and collection agencies, as required by HIPAA, will involve a formal business associate contract, in which they promise to maintain the confidentiality of any PHI data, except as otherwise required by law.
- Disclosures required by health insurers (as discussed later in this Agreement).

3. There are some situations in which a psychologist is permitted or required to disclose information without your Consent or Authorization, including:

- If you are involved in a court proceeding and Dr. Smith-Simon receives a Court Order for information concerning the professional services provided to you. Therefore, if you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order Dr. Smith-Simon to disclose information.
- If a patient files a complaint or lawsuit against a psychologist or staff at MidStep we may disclose relevant information regarding that patient in preparation for or as part of the defense.
- If a psychologist is treating a patient who files a worker's compensation claim, we may, upon appropriate request, be required to provide otherwise confidential information to your employer.
- If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.

4. There are some additional situations in which psychologists are legally obligated to take actions, including revealing information from a patient's treatment, in order to protect others from harm. If such a situation arises, Dr. Smith-Simon will make every effort to discuss it with you before taking any action and will limit any disclosure to what is necessary. These situations are unusual.

- If there is reason to believe that an identified child whether being seen for services or not may have been abused or neglected, the law requires that a report be made with the appropriate government agency, usually ChildLine operated by the Department of Public Welfare. Once such a report is filed, the psychologist may be required to provide additional information.
- If there is reason to believe that an elderly person or other adult is in need of protective services (regarding abuse, neglect, exploitation or abandonment), the law allows us to report this to appropriate authorities, usually the Department of Aging. Once such a report is filed, the psychologist may be required to provide additional information.
- If a patient presents a specific and immediate threat of serious bodily injury to a reasonably identifiable victim and he/she is likely to carry out the threat, a psychologist may be required to take protective actions, such as warning the potential victim, contacting the police, or initiating proceedings for hospitalization.
- If a patient seriously threatens to harm himself/herself, Dr. Smith-Simon may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

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.

**MINORS & PARENTS:** Patients under 18 years of age who are not emancipated and their parents should be aware that the law generally allows parents to examine their child's treatment records or PHI.

However, because privacy in psychotherapy is often crucial to successful progress, especially with teenagers, sometimes parents are asked to give up their access to their child's records. If you and Dr. Smith-Simon agree to such an arrangement, then she will only provide parents with general information about the progress of the adolescent's treatment, and his/her attendance at scheduled sessions.

Any other communication will require the adolescent's specific Authorization, unless the adolescent appears to be in imminent danger him/herself or someone else, in which case, parents will be notified immediately. If possible this will be discussed with the adolescent prior to parents being given any information.

**PROFESSIONAL RECORDS:** The laws and standards of our profession require that we keep Protected Health Information (PHI) about you or your child in your Clinical Record. It includes information about reasons for seeking therapy, a description of the ways in which the problem impacts life, diagnosis, the goals for treatment, progress towards those goals, medical and social history, treatment history, any past treatment records received from other providers, reports of any professional consultations, billing records, and any reports that we have sent out, including reports to your insurance carrier.

Except in unusual circumstances (e.g., possible danger to yourself or others; information that is supplied confidentially by others; certain references to another 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 recommend that you initially review them in the presence of Dr. Smith-Simon, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, Dr. Smith-Simon is allowed to charge for expenses incurred in producing or copying records. If Dr. Smith-Simon refuses your request for access to your records, you have a right of review or appeal.

**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 Dr. Smith-Simon 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 policies and procedures at MidStep recorded in your records; and the right to a paper copy of this Agreement or the attached Privacy Notice form. Dr. Smith-Simon will be happy to discuss any of these rights with you.

### **BUSINESS PRACTICES**

**APPOINTMENTS:** The initial intake process usually involves 2-3 appointments including interviews with the patient, parents, and family as well as contact with relevant collateral contacts (e.g., school staff, prescribing physicians, former therapists). Psychotherapy appointments typically involve 45-55 minute sessions. Frequency of sessions is often once a week, though it will vary depending on the treatment needs. Except in emergencies, a cancellation fee for failing to provide 24-hour advance notice will be applied:

Late Cancellation (less than 24-hour notice)	\$40
No Show (no prior notice)	\$80

\*Please note that insurance companies do not provide coverage for these fees. Thus, all late cancellation and no show fees are the direct responsibility of the financially responsible client, parent or guardian.

Appointments are scheduled directly with Dr. Smith-Simon. Dr. Smith-Simon will provide you with her contact information (phone extension and email address). Excessive numbers of late cancellations or no shows may result in termination of treatment once proper discharge planning has been agreed upon by Dr. Smith-Simon and patient.

Clients who are students at The Grier School: If a client attending the Grier School does not cancel or show up for her appointment reasonable effort will be made to locate her and send her to her appointment. If the client cannot be located or in some other way refuses to come to the appointment the above charges will apply.

**Because many families with children attending The Grier School are not residing in close proximity to the school, most contact between psychologists and family members of these clients will occur by phone and email. These contacts are considered to be essential components of providing effective psychotherapy services. Thus, these communications will be billed at the current hourly rate (billed in 15 minute increments).**

On days when The Grier School is closed for holidays, weather-related issues, or other emergencies Dr. Smith-Simon does not travel to the school and appointments will be rescheduled.

**CONTACTING DR. SMITH-SIMON:** When Dr. Smith-Simon is in the office, she is usually with a patient and does not take telephone calls during that time. Telephone calls are answered by an automated voice mail system. Please be aware that Dr. Smith-Simon is only in her MidStep office on Thursdays. Every effort will be made to return phone calls in a timely manner, for non-urgent issues within a week. For issues requiring urgent attention please contact Dr. Smith-Simon through email. She will make every effort to be back in touch within 24 hours with the exception of weekends, holidays, and vacations. If Dr. Smith-Simon will be unavailable for an extended time, she will provide you with the name of a colleague to contact, if necessary. Contact through email to set up a phone conversation is advisable and regular communication through email can be appropriate. Dr. Smith-Simon will make every effort to protect your privacy in communicating through email.

If you feel that you need immediate assistance for a mental health crisis, call the Mental Health Crisis Line number in your area (Centre County Area: 800-643-5432). If it appears to be a life-threatening emergency, call 911 or go directly to your hospital emergency room for an evaluation.

**BILLING & PAYMENT:** You are expected to pay for services at the time of services according to the applicable rate schedule in effect at that time (currently \$160/hour), unless you have insurance coverage that requires another arrangement (see Insurance Reimbursements below). You are primarily responsible for all payments. Your insurance company may not cover all services, in which case you are responsible for remaining balances. **The Financial Responsibility Form has an area to authorize automatic billing of a credit card kept on file for all patient responsible payments (e.g., co-pays, deductibles). This is the preferred method of payment. However, cash, checks and individual charges using a credit card are accepted.** If you are experiencing extreme financial hardship and cannot pay the full fee at the time of billing, it may be possible to negotiate a reduced fee or payment installment plan.

Billable services include: psychological assessment, psychotherapy, consultation with other professionals for the purposes of assessment and/or treatment, report writing, phone and email communication for the purposes of assessment and/or treatment, and attendance at meetings. Please note that all of these services may not be covered by your insurance plan. If this is the case we will discuss your consent for financial responsibility of these services prior to them being rendered.

**All patients must have a completed and current Financial Responsibility Form on file.**

## **INSURANCE REIMBURSEMENT**

**General Information:** Health insurance benefits in general, and coverage for mental health services in particular, have grown increasingly complex in recent years. It is more important than ever for you to understand your mental health benefits before beginning treatment. Review your health insurance manual or contact your member services representative or plan administrator if you have any questions about your coverage. In addition, our staff at MidStep can help you understand the information you receive from your insurance company, and when necessary the billing administrator will call the company on your behalf to resolve any outstanding issues.

Many Managed Health Care plans, such as HMO's and PPO's, will provide benefits only if services are rendered by a therapist who is in their provider network. Please be advised that if Dr. Smith-Simon is not a provider in your health plan's network, and you choose to work with her anyway, then you will be required to pay the full fee at the time services are rendered. If this is not financially feasible, or poses financial difficulties as treatment progresses, she will be happy to make an appropriate referral.

Please be advised that your contract with your health insurance company requires Dr. Smith-Simon to assign and provide a clinical diagnosis. Many insurance companies also require the psychologist to provide treatment plans, progress reports, and in some situations, your entire clinical record. When providing information to your insurer, every effort is made to release only the minimum amount of information needed to satisfy their request. Please note, however, that the information provided becomes part of your insurance company's files and will probably be stored on a computer.

Although all insurance companies are required to protect the confidentiality of such information, we have no control over the manner in which your insurance company uses or discloses your information.

**Patient Responsibilities:** If you have health insurance that provides coverage for mental health services, then you will be expected to remit payments as required by your insurance plan at the time services are rendered. This includes, but is not limited to: co-payments, co-insurance, deductible amounts, fees for non-covered services, and third-party payments.

If your insurance plan requires pre-certification for mental health services, you must obtain an initial referral from your insurance company prior to the first appointment to avoid additional fees. Your therapist will request approval of any additional services after the initial course of treatment, if needed.

If Dr. Smith-Simon is a provider in your insurance company's network, our billing office will submit claims for you, but you are responsible for providing correct and complete information about all policies covering the patient so that we can prepare timely and accurate claims. You will be responsible for paying any claims that are rejected due to your failure to provide correct information to us in a timely manner.

**PAST DUE ACCOUNTS:** If your account becomes past due, late fees and interest charges may be applied. In addition, delinquent accounts may result in the termination of services and/or the referral of your account to a collection agency or small claims court. Collection proceedings will require that information, otherwise kept confidential, be disclosed including your name, address, telephone number, social security number, the nature of services rendered and amount due. As with any disclosures made of protected health information, disclosures to a collection agency will follow the "minimum necessary rule." Collection or legal fees may be applied to you as well.