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## **PSYCHOLOGIST-CLIENT 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), a federal law that covers 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 I 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, which is provided separately from this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that by the end of our initial session I obtain your signature acknowledging that I have provided you with this information. Although these documents are long and sometimes complex, it is important that you read them carefully before our next session. We can discuss any questions you have 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 me unless: a) I have taken action in reliance on it; b) there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or c) if you have not satisfied any financial obligations you have incurred.

### **PSYCHOLOGICAL SERVICES**

Psychological treatment is not easily described in general statements. It varies depending on the personalities of the psychologist and client, and the particular problems you are experiencing. There are many different methods that can be used to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit, in that it calls for a very active effort on your part. In order for the therapy to be most successful, you may have to work on things we talk about both during our sessions and at home.

Psychological treatment can have both benefits and risks. Treatment often leads to significant reductions in feelings of distress, as well as improvements in specific problems and relationships. But there are no guarantees of what you will experience, and it is possible that you may not become happier. Since psychotherapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness in the course of treatment. In some cases there may be increased conflict or other undesirable changes in relationships.

Our initial discussions 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, if you decide to continue with therapy. You should evaluate this information along with your own judgment of whether you feel comfortable working with me. 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 secure an appropriate consultation with another mental health professional if you desire one.

For reasons of professional ethics, I generally avoid multiple relationships with clients, such as doing assessments (beyond those needed for treatment) or forensic services with therapy clients.

### **MEETINGS**

I normally conduct an evaluation that will last from 1 to 4 sessions. During this time, we can both decide if I am the right person to provide the services that you need. If treatment is begun, I will usually schedule one 45-minute session per week at a mutually agreed time, although sometimes sessions may be longer or scheduled at other intervals. As much as possible, I expect all matters, including financial, to be discussed during sessions. **Once an appointment is scheduled, you will be expected to pay for it unless you *call or write me (not text) at least 24 hours in advance to cancel, unless we both agree that you were unable to attend and unable to provide 24 hours notice due to circumstances beyond your control. In the latter case there will be a \$20 late cancellation fee. Otherwise, if you miss or cancel an appointment with less than 24 hours advance notice, you will need to pay for the appointment in full (not just your insurance co-payment). It is important to note that insurance companies almost never provide reimbursement for cancelled sessions.***

## **PROFESSIONAL FEES**

My usual fee is \$150 for a 45-minute individual psychotherapy, hypnosis or couple/family session. In addition to regular appointments, I charge \$150/hr on a prorated basis for other professional services you may need, such as psychological testing, preparing letters or other documents, telephone conversations lasting longer than 10 minutes, meetings or consultations which you have authorized, review or preparation of records or treatment summaries, and the time spent performing any other service you may request of me. A discounted fee may apply if an insurance plan or Employee Assistance Program in which I participate covers the services.

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. I will not voluntarily appear in court on your behalf unless we have discussed the matter thoroughly, and we both agree that the court appearance will not interfere with the treatment relationship. Because of the difficulties of legal involvement, I charge \$300 per hour for participation in any legal proceeding, and I generally require payment of all or part of such fees in advance. I can provide you with a detailed schedule of my professional fees in legal matters.

## **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. **You agree to pay the full charge for missed appointments**, not just the copayment or coinsurance, unless you cancel 24 hours in advance or are unable to cancel 24 hours in advance.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve using a collection agency or small claims court which will require me to disclose otherwise confidential information. 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 is likely to provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees, unless this is prohibited by a contract between me and your insurance company or other healthcare organization that covers your behavioral-health benefits.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, you should call your plan and inquire. Of course, I will provide you with whatever information I can, based on my experience, and will help you in understanding the information you receive from your insurance company. I may be willing to call the company on your behalf. However, because of the complexity of insurance claim processing, you cannot assume that my understanding of your coverage will always be correct.

Insurance benefits have become increasingly complex, and it is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and some PPOs often require authorization before they provide reimbursement for mental health services. These plans are sometimes oriented to short-term treatment approaches designed to address 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 clients feel that they need more services after insurance benefits end. At that point, unless prohibited by your insurance plan, you may continue therapy on a self-pay basis with me, or I will assist you in finding another therapist.

You should also be aware that insurance requires you to authorize me to provide a clinical diagnosis, and in some instances, additional clinical information such as symptoms, impairment of functioning, a treatment plan, or in rare cases, a copy of the entire record. Before I can disclose such additional information, I must receive a written notification from the insurer stating what they are requesting, why they are requesting it, how long it will be kept and what will be done with the information when they are finished with it. In such situations, I 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. If you request it, I will provide you with a copy of any report I submit. **By signing this Agreement, you agree that I 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 our sessions. Remember that you have the right to pay for my services yourself to avoid the problems described above unless prohibited by law or my contract with your health plan.

### **CONTACTING ME**

I am often not immediately available by telephone. My Arcata telephone, 826-1207, is usually answered by an answering machine that I monitor frequently. I prefer that you not call between 11 PM and 8 AM. You may also leave a message on my voice mail at 443-7358, extension 332, but I do not check messages there daily. If you leave a message on my answering machine, I will usually attempt to return your call within 24 hours, with the exception of weekends and holidays. If you are difficult to reach, in your message please leave some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, you may contact your physician, the Humboldt County 24-hour Mental Health Crisis Line (445-7715) or the nearest emergency room and ask for the psychiatrist on call. In a true emergency, you may also call 911. If I will be unavailable for an extended time, I can provide you with the name of a colleague to contact, if necessary.

I avoid communication with clients and their families via e-mail or texting.

### **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a client and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by state law and/or HIPAA. But, there are some situations where I am permitted or required to disclose information without either your consent or Authorization. These are discussed in the Notice of Privacy Practices that you have received. In addition, please note the following:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. If the consultation is not with another professional involved with the case, I avoid revealing the identity of my client. 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.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If you are involved in or contemplating any legal proceedings, you should consult with your attorney to determine whether a court would be likely to order me to disclose information. The Notice of Privacy Practices does not state every exception to a patient's privilege in legal proceedings.

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 may keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It may include information about your reasons for seeking therapy, descriptions 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 I 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 may examine and/or receive a copy of your Clinical Record, if you request it in writing, except in unusual circumstances in which disclosure would a) physically endanger you and/or others, b) make reference to another person (other than a health care provider) and I believe that access is reasonably likely to cause substantial harm to such other person, or c) where information has been supplied to me confidentially by others. 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. There will be a copying fee of 25 cents per page. If I refuse your request for access to your Clinical Record, you have a right of review (except for information supplied to me confidentially by others) that I will discuss with you upon request.

In addition, I may also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me 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 may also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. They may also include information from others provided to me confidentially. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes 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.

## **CLIENT 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 I 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 and the Notice of Privacy Practices.

## **MINORS & PARENTS**

A minor 12 years of age or older may consent to mental health treatment or counseling if he or she is mature enough to participate intelligently in such services. State law requires involvement of the minor's parent or guardian, unless, after consulting with the minor, I determine that such involvement would be inappropriate. In addition, clients over age 12 may consent to alcohol and drug treatment in some circumstances. However, unemancipated clients under 18 years of age and their parents should be aware that the law may allow parents to examine their child's treatment records unless I determine that access would have a detrimental effect on my professional relationship with the client, or to his/her physical safety or psychological well-being. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, and parental involvement is usually essential, it is usually my policy to request an agreement with minors over age 12 and their parents about access to information. This agreement provides that during treatment, I will provide parents with only general information about the progress of the treatment and the client's attendance at scheduled sessions. I may 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 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.

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

\_\_\_\_\_  
Signature of client or responsible person

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of client/responsible person

\_\_\_\_\_  
Relationship to client of responsible person

I, the treating psychologist, have discussed the relevant issues above with the client (and/or his or her parent or other responsible party). My observations of this person's behavior give me no reason to believe that this person is not fully competent to give informed and willing consent to treatment.

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Steven M. Blankman, Ph.D.

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Date

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