

WOODS CREEK PSYCHOLOGICAL GROUP

A P R O F E S S I O N A L C O R P O R A T I O N

103 S. Forest Road, Sonora, CA 95370

Phone: (209) 533 – 1699 Fax: (209) 532 – 0699

Contact Date: _____

Patient's Information:

Name: _____
last name first name middle initial

Physical Address: _____
physical street address city, state, zip code

Mailing Address: _____
mailing street address city, state, zip code

Date of Birth: _____

Marital Status: _____ Email Address: _____

Home Phone: _____ Cell Phone: _____

Emergency Contact: _____
name phone number

Primary Insurance Information:

Insurance Company Name: _____

Insurance ID No.: _____ Group No.: _____

Name of Insured: _____ Date of Birth: _____

Patient's relationship to insured: Self Spouse Child Other

Secondary Insurance (If any): Insurance Company Name: _____

Member No. _____ Group No: _____

Financially Responsible Party (Guarantor):

Guarantor: *(If different from patient)* _____

Mailing Address: _____

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A Professional Corporation
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Personal Information:

Referred by: _____

Briefly describe your reason for seeking help: _____

When were you last examined by a physician? _____

Physician's name and telephone number: _____

Any allergies or allergic reactions? _____

List any health problems for which you currently receive treatment: _____

List any medications you are now taking and their dosage: _____

Have you ever received counseling or psychiatric treatment before? If yes please explain: _____

Do you use alcohol, drugs, or tobacco? If yes, how much and how often? _____

Have you ever had a head injury or seizure? _____

If yes, when and how often? _____

Have you ever had surgeries or serious illnesses? _____

If yes, please explain: _____

Please briefly describe your *family* medical history: _____

Please briefly describe your *family* psychiatric history: _____

Please briefly describe your *family* drug and/or alcohol use: _____

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Susan B. Day, Ph.D. *President, Licensed Clinical Psychologist PSY 23349*

Xan Devaney, Psy.D. *Licensed Clinical Psychologist PSY 30785*

Vanessa Spiteri, LCSW *Licensed Clinical Social Worker LCSW 81169*

Barbara L. Briner, DAOM, L. Ac, Dipl. OM

Licensed Acupuncturist AC10896, NCCAOM 029438

Psychotherapist Patient Services Agreement

Welcome to our 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 new federal law that provides new privacy protections and new patient rights with regards 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 attached to the Agreement explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I 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 me unless I have taken action in reliance on it; if there are obligations imposed on me 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

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. There are many different methods we may use to deal with the problems that you hope to address, such as: talk therapy, cognitive behavioral therapy, imagery and somatic techniques, hypnosis, sand tray, and art therapy. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our 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 not 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 involve and 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

Initial _____

Psychotherapist Patient Services Agreement Con't

energy, so you should be very careful about the therapist you select. 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.

MEETINGS

I normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if I am the best person to provide the services that you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 53- minute session (one appointment hour of 53 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. **Once an appointment time is scheduled, you will be expected to pay for the session unless you provide 24 hours advance notice of cancellation (unless we both agree that you were unable to attend due to circumstance beyond your control). It is important to note that insurance companies do not provide reimbursement for cancelled sessions.** If it is possible, I will try to find another time to reschedule the appointment. If you cancel after 24 hours I will not have time to schedule another patient. Therefore, please give me adequate notice.

PROFESSIONAL FEES

Below is a fee schedule based on session time and licensed and non-licensed therapists. In addition to weekly appointments, I charge the hourly rate for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Please keep in mind that you will be expected to pay for your session or your share of the insurance co-pay **at the time of service**. Other services include report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparation of records of treatment summaries, and the time spent performing any other service you may request of me. Delinquent accounts are referred for collections.

	Licensed Clinical Psychologist	Licensed Masters Level Practitioner ²	Various Level Psychological Assistant / Intern
Initial Diagnostic Interview	\$250	\$175	\$150
Individual Psychotherapy 16-37 minutes *	\$100	\$ 75	\$ 68
Individual Psychotherapy 38-52 minutes *	\$150	\$113	\$101
Individual Psychotherapy 53 or more minutes *	\$200	\$150	\$135
Family/Couples Therapy	\$200	\$175	\$150
Cancellation (more than 24 hrs notice)	No fee	No fee	No fee
Late cancellation (less than 24 hr notice)	\$125	\$100	\$ 75
Missed appointment	\$150	\$125	\$100
Returned checks plus bank fees	\$ 25	\$ 25	\$ 25

* *We apologize for the specificity of these time categories; they are mandated by federal requirements regarding*

insurance billing. In addition, the under 53 minute rates are for unique situations only.

FEES RELATED TO LEGAL PROCEEDINGS

Due to the difficulty of legal involvement, I am compelled to institute the following policy:

You agree and acknowledge that I am not to be called by you or on your behalf to testify in any court hearing or deposition regarding our sessions. In the event an attorney acting on your behalf serves a subpoena or court order compelling me to attend a court hearing or deposition you agree to compensate me for the time away from my other patients. In that event you will be responsible for paying me \$150.00 per

Initial _____

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hour with a 4 hour minimum and my travel costs at 75 cents per mile. This minimum \$600.00 fee must be paid 2 days in advance as a retainer before any such legal appearance is made and/or preparatory work is performed.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 9:30 am and 5:30 pm, I probably will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by an answering machine that I monitor frequently. I will 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 inform me of 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, contact your family physician or the nearest emergency room. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

LIMITS OF CONFIDENTIALITY

The law protects the privacy of all communications between a patient 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:

- I may occasionally find it helpful to consult other medical and mental health professionals about a case. 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 is important to our work together. I will note all consultations in your Clinical Record (which is also called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- I also have contracts with McCarthy Insurance Billing and John W. Day, Accounting Services. As required by HIPAA, I have formal business associate contracts 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, I 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, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.
- If you are involved in court proceedings and a request is made for information about the professional services that I have provided you and/or the records thereof, such information is protected by psychologist-patient privilege law. I cannot provide any information without your (or your legally-appointed representative's) written authorization, a court order, or compulsory process (a subpoena) or discovery request from another party to the court proceeding where that party has given proper notice (when required), has stated valid legal grounds for obtaining PHI, and I do not have grounds for objecting under state law (or you have instructed me not to object). 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 information for health oversight activities pursuant to their legal authority, I may be required to provide it for them.

Initial _____

Psychotherapist Patient Services Agreement Con't

- 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, I must, upon appropriate request, disclose information relevant to the claimant's condition, to the worker's compensation insurer.
- 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 knowledge of a child under 18 or I reasonably suspect that a child under 18 that I have observed has been the victim of child abuse or neglect, the law requires that I file a report with the appropriate governmental agency, usually the county welfare department. I also may make a report if I know or reasonably suspect that mental suffering has been inflicted upon a child or that his or her emotional well being is endangered in any other way (other than physical or sexual abuse or neglect). Once such a report is filed, I may be required to provide additional information.
- If I observe or have knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse, or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, the law requires that I report to the appropriate government agency. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates a serious threat of physical violence against an identifiable victim, I must take protective actions, including notifying the potential victim and contacting the police. I may also seek hospitalization of the patient, or contact others who can assist in protecting the victim.
- If I have reasonable cause to believe that the patient is in such mental or emotional condition as to be dangerous to him or herself, I may be obligated to take protective action, including seeking hospitalization or contacting family members or others who can help provide protection.

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 problems impact 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. 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), 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 can be 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. [I am sometimes willing to conduct this review

Initial _____

Psychotherapist Patient Services Agreement Con't

meeting without charge.] There will be copying fee of 25 cents per page, or 50 cents per page for copies from microfilm (and certain other expenses). The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for your Clinical Records, you have a right of review (except information supplied to me confidentially by others) which I will discuss with you upon request.

In addition I 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 the Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be include in your Clinical Record. [They also include information from others provided to me 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 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 I 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 my polices 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 happy to discuss any of these rights with you.

MINORS AND PARENTS

Patients under 18 years of age who are not emancipated can consent to psychological services subject to the involvement of their parents or guardian unless the psychologist determines that their involvement would be inappropriate. A patient over the age of 12 may consent to psychological services if he or she is mature enough to participate intelligently in such services and the minor patient either would present a danger or serious physical or mental harm to him or herself or others, or is the alleged victim of incest or child abuse. In addition, patients over age 12 may consent to alcohol and drug treatment in some circumstances. However, unemancipated patients 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 patient, 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 also 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 patient's 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 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.

Initial _____

Psychotherapist Patient Services Agreement Con't

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. For example, any part of the payment you are personally responsible for, such as co-pay, deductibles, or if you have no insurance. Payment schedules for other professional services will be agreed to when they are requested. [In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.] You can pay by cash, check or credit card.

If your account hasn't 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 payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I 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, including attorney fees 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 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. It is very important to 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, I will provide you with whatever information I can based on my 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, I 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. [Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.]

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. Before I can disclose this information, both you and 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

Initial _____

Psychotherapist Patient Services Agreement Con't

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 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 I can provide requested information to your carrier.

Once we have all 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 session. It is important to remember that you always have the right to pay for my services yourself to avoid the problems discussed above [unless prohibited by contract].

Your signature below indicates that you have read the information in the Psychotherapist and Patient Services Agreement and agree to abide by its terms during our professional relationship.

Client Signature

Print Name

Date

ASSIGNMENT OF BENEFITS, FINANCIAL AGREEMENT, RELEASE OF MEDICAL RECORDS

I hereby give lifetime authorization for payment of insurance benefits to be made directly to Woods Creek Psychological Group, for services rendered. I understand that I am financially responsible for all charges whether or not they are covered by insurance. In the event of default I agree to pay all costs of collection, and reasonable attorneys fees. I hereby authorize this health care provider to release all information necessary to secure the payment of benefits.

I further agree that a photocopy of this agreement shall be valid as the original.

Client Signature

Print Name

Date

Initial _____