

Shelly Royalty, Psy.D., M.Div.

AGREEMENT FOR PROFESSIONAL SERVICES

Welcome to my practice. This document 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 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 for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this 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.

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 I may use to deal with the problems that you hope to address. 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. There is no guarantee that entering treatment will reduce your symptoms or resolve your problems in your desired direction. 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.

If you have any questions about my procedures, we should discuss them whenever they arise. Psychotherapy sometimes involves consulting with other professionals, and if necessary, transferring your care to another professional to help you. For example, I do not do court work (such as, but not limited to, testifying in divorce and custody disputes, injuries, lawsuits, etc.). So if you need these services I will give you referrals to forensic psychologists who specialize in these cases.

MEETINGS

I will usually schedule one 50-minute session per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour 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 cancelled sessions.

PROFESSIONAL FEES

My hourly fee is \$125. In addition to weekly appointments, I charge this amount 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. Other services include telephone conversations lasting longer than 20 minutes and the time spent performing any other service you may request.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. My telephone is answered by voice mail that I check periodically during my work day. 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 in crisis and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room or the crisis hotline at 1-800- 479-3339. If I will be unavailable for an extended time, I will provide you 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 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. If you are in danger of hurting yourself and/or someone else I am obligated to take protective action, including seeking hospitalization or contacting family members or others who can help provide protection. I will make every effort to discuss it with you before taking any action and I will limit my disclosure to what is necessary. If you inform me of any situations of child abuse, or abuse of elderly or legally dependent adults, I am obligated to make a report to the appropriate authorities. My duty to report also applies to situations that you tell me about that do not involve you directly. Confidentiality may also be broken due to a court order or other legal situations. Please refer to the Notice of Privacy Practices for a more detailed explanation.

LITIGATION LIMITATION

It is important to understand how psychotherapy is affected by legal proceedings. I believe that it is in your best interest to protect your psychotherapy from the intrusiveness of legal proceedings. Here are three reasons:

1. If you place your mental status at issue in litigation initiated by you, the defendant (other side) has the right to obtain your psychotherapy records and/or testimony by your psychotherapist. Your adversary would have the right to know everything you've talked about in psychotherapy.
2. Forensic psychology (custody evaluations, workers comp, lawsuits, etc.) is not an area of expertise of mine. If you are involved in legal proceedings, subpoenaing a therapist without forensic expertise to testify could hurt your case more than help. Forensic psychologists do assessments (not psychotherapy) and are trained as expert witnesses.
3. The goals of legal proceedings (winning a case) do not mesh well with the goals of ongoing psychotherapy (exploring conflicted emotions and behavior in a safe, protected place). Psychotherapists are not allowed to have dual roles with a client which interfere with the client's therapy. [APA Ethical Principles & Code of Conduct: Standard 10.02(b); Standard 3.05; Standard 3.04]. Involvement in legal proceedings may necessitate termination of therapy.

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 policies 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.

BILLING, PAYMENTS AND 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. It is very important that you find out exactly what mental health services your insurance policy covers. If you have a health insurance policy, it will usually provide some coverage for mental health treatment, however, you (not your insurance company) are responsible for full payment of my fees. You will be expected to pay for each session at the time it is held. As a courtesy to you, I will provide a bill that you can submit to your insurance company so that they can reimburse you directly.

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.

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.

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 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. 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 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 my services yourself to avoid the problems described above [unless prohibited by contract].

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: _____ **Date:** _____