

WOODLAND PROFESSIONAL ASSOCIATES TREATMENT CONTRACT

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 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 (the Notice) 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. 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 clinician 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.

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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.

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 include 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 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 you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 45-minute session per week at a time we agree upon, although some sessions may be longer or more frequent.

For medication evaluations with Dr. Kincare, one initial session is usually sufficient, although complicated situations may require an extra evaluation session. Follow-up medication checks are normally 15 minute appointments.

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.

If you are more than 15 minutes late for a scheduled 45 minute appointment and have not called to advise me that you will be arriving for your appointment, I will consider it a late cancellation and I may leave the office.

If you arrive late for a follow-up medication check, Dr. Kincare will make every effort to see you but may not be able to accommodate you because of other scheduled appointments. In the case that she cannot see you because of your late arrival, it will be considered a late cancellation.

For Monday appointments: Cancellations need to be made no later than Friday to avoid late charges.

In general, we make every effort to accommodate changes or scheduling conflicts that may arise for you, which require advance notice. Also, we often have patients waiting for appointments to become available, and occasionally there is an emergency appointment needed. Your earliest communication regarding cancellations is greatly appreciated.

PROFESSIONAL FEES

Our hourly fees are as follows:

Shelley Cushner Gardner, M.Ed.	\$130
Patricia Gianotti, Psy.D.	\$150
Patricia M. Kincare, M.D.	
Evaluation (90792)	\$250
Therapy and Medication Check	\$195
Therapy without Medication Check	\$195
½ Hour Therapy & Medication Check	\$150
½ Hour Therapy without Medication Check	\$150
15 Minute Medication Check (99213)	\$105

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 report writing, telephone conversations lasting longer

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than 10 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, telephone treatment reviews for insurance companies with whom we are not participating providers, and the time spent performing any other service you may request of me. 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. Because of the difficult administrative and logistical aspects of legal involvement, I charge double my hourly rate for preparation and attendance at any legal proceeding.

GENERAL AND EMERGENCY CONTACTS

LEAVING MESSAGES FOR US

Since the office functions without a full-time receptionist, everyone at Woodland Professional Associates has a private voicemail box, and you may leave a voicemail message for me at any time. When in the office, I will be checking voicemail regularly throughout my scheduled work day. From Monday through Friday, if I am not working in the office, I will call in to retrieve voicemail messages and will return your call.

Messages left after 5 pm Monday through Thursday will not be picked up until the next morning. Messages left after 4 pm on Friday will not be retrieved until Monday morning. However, if you have an early morning or evening appointment, and need to contact me about it after hours, please DO leave a message – I will check the voicemail if you are not there for your scheduled appointment.

LEAVING MESSAGES FOR YOU

We may have occasion to contact you regarding scheduling or other administrative matters. Unless we are advised to the contrary, this agreement provides that we may leave such messages with persons who answer the phone or on voicemail devices at phone numbers you provide to us. We will make every effort to be discreet and disclose a minimum of information when we leave messages.

ON CALL

We offer twenty-four hour coverage, with each clinician in the group rotating the on-call coverage. If you call after the usual daytime hours, and it is not an emergency, please leave a voicemail message for your therapist. Your call will be returned the next

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business day. If it is an emergency, the telephone number for our answering service is on our answering machine. When you reach the answering service, state your therapist's name. The answering service will try to contact your therapist, but if she is not available, the "on-call" clinician will be available to respond to your emergency. If for some reason you do not hear back from the on-call therapist within 20 to 30 minutes, please call the answering service back and have them try again. If you are in a crisis, you may need to proceed to your local emergency room and advise them to contact the on-call therapist.

A NOTE ABOUT EMERGENCIES

Please be thoughtful about calling the answering service. If you call the answering service and ask for your therapist during normal business hours and she is not immediately available, the on-call therapist will be contacted. This means someone else's appointment will be interrupted by a beeper page, and a break in the session for your call to be returned. This is a step that we ask be truly reserved for emergencies. Routine or less urgent matters are best handled by the voicemail procedures outlined above.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a clinician. 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 HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this contract provides consent for those activities, as follows:

- I may occasionally find it helpful to consult other health 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 it is important to our work together. I will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).

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- You should be aware that I practice with other mental health professionals and that I employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health 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.
- At times we occasionally have contracts with other mental health providers. As required by HIPAA, I have a formal business affiliate contract with these persons, 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 individuals and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where I am permitted or required to disclose information without either your consent or Authorization:

- 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 a court proceeding and a request is made for information concerning the professional services that I provided you and/or the records thereof, such information is protected by the clinician-patient privilege law. I 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 me to disclose information.

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- If a government agency is requesting the information for health oversight activities, I may be required to provide it.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

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 reason to suspect that a child has been abused or neglected, the law requires that I file a report with the Bureau of Child and Family Services. Once such a report is filed, I may be required to provide additional information
- If I suspect or have a good faith reason to believe that any incapacitated adult has been subjected to abuse, neglect, self-neglect, or exploitation, or is living in hazardous conditions, the law requires that I file a report with the appropriate governmental agency, usually the Department of Health and Human Services. 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 a clearly identified or reasonably identifiable victim or victims, or a serious threat of substantial damage to real property, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking involuntary hospitalization for the patient.

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

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. 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, 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. In most circumstances, I am allowed to charge a copying fee of \$15.00 for the first 30 pages or 50 cents per page, whichever is greater.

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.

MINORS & PARENTS

Patients under 18 years of age who are not emancipated, as well as their parents, should be aware that the law allows parents to examine their child's treatment records unless I decide that such access is likely to injure the child, or we agree otherwise. If the treatment is for drug dependency, parents may examine the records of children under age 12. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree,

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during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. 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.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless it is agreed otherwise or you have insurance coverage that requires another arrangement. In circumstances of unusual financial hardship, it may be possible to negotiate a fee adjustment or a payment plan with your therapist.

All balances over 60 days will be charged interest of 1-1/2% per month. There will be a charge for returned checks based on the banking charge. In the event of any concerns or questions about your bill, I will do whatever I can to address them. In the event that difficulties surface in paying your outstanding balance, it is important to discuss the possibility of implementing a payment plan with me. If your account is more than 120 days in arrears and suitable arrangements for payment have not been agreed to, you need to be aware that the option of using legal means to secure payment, including collection agencies or small claims court, may be initiated. If we are forced to pursue collection, you will be responsible for all costs of collection, including reasonable attorney's fees.

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 that you find out exactly what mental health services your insurance policy covers.

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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. It is very important that you find out exactly what mental health services your insurance policy covers. Read your insurance coverage booklet carefully. If you have questions, make sure you contact your plan and inquire. If your benefits are provided through your workplace, your Human Resources department can also help you obtain accurate answers to your questions about coverage.

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. 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 information about insurance coverage options is clear, it is important to discuss what we can expect to accomplish with the insurance benefits that are available and what will happen should your benefits expire before you feel ready to end treatment. It is

important to remember that you always have the option to pay for services yourself and not involve your health insurer at all.

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

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE, AND THAT YOU HAVE HAD AN OPPORTUNITY TO RAISE ANY QUESTIONS OR CONCERNS ABOUT THIS AGREEMENT WITH YOUR THERAPIST AT YOUR FIRST APPOINTMENT.

Patient

Date

Clinician

Date