

Materna Psychological Services, PC
701 N. Hermitage Rd., Suite 9
Hermitage, PA 16148

724-346-4510
www.drmaterna.com

PSYCHOLOGIST-PATIENT 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 provides 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 available on-line (www.drmaterna.com) or by asking our office staff for a copy, explains HIPAA and its application to your personal health information in detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the beginning of treatment. Your signature will represent an agreement between us. It is very important that you read them carefully before your first session. We can discuss any questions you have about the procedures at any time. You may also 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

Psychological Services include child, family, and adult psychotherapies. In addition, Psychological Services can also include Psychological Testing/Assessment and Consultation with other businesses and professionals. Psychotherapy is a unique and sometimes complex process. 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, and I am willing to discuss them with you as our work transpires. Always ask me questions about your treatment whenever you have them. Psychotherapy is different than a medical doctor visit. Instead of being told what to do to solve your problem, e.g., take prescription medications or undergo surgery, Psychotherapy involves

more active participation on your part. In order for the Psychotherapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can also 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. However, given that it is impossible to predict all the issues involved in anyone's problems at the outset, there can never be specific guarantees of what you will experience or the achievements you might accomplish.

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. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a commitment of time, money, and energy, so you should be careful about the psychologist or therapist you select. If you have questions about my procedures, we should discuss them whenever they arise.

OFFICE HOURS

All visits are by appointment only, based on availability

MEETINGS

I normally conduct an intake evaluation which will last from 45 to 60 minutes. However, the evaluation period itself can last over several 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.

Psychotherapy sessions are typically 45 to 55 minutes and are usually scheduled weekly at a time we agree on, although some sessions may be longer, shorter, or more frequent.

PROFESSIONAL FEES

Fees are due at the time of services and are subject to change (only with prior notice). Some (but not all) insurances are accepted. You must call your insurance company to clarify what services they pay for, before our first appointment, and whether I am included in your plan. If you pay cash, I will give you a receipt for my services in case you wish to seek reimbursement yourself from your insurance company. Your first appointment, usually referred to as the "evaluation or

intake assessment,” costs \$190 and lasts between 45 and 60 minutes. My fee for a 45-to-55-minute individual psychotherapy session is \$175. Family Therapy sessions (e.g., with two adults, or parent and child) are billed at \$175 per meeting. The charge for Psychological Testing is \$175 per hour including test administration, interpretation and report preparation. In addition to weekly appointments, any other professional services are billed at a rate of \$50 for each 1–15-minute period. Other professional services include report writing (other than psychological testing), telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me.

Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. (Unless we both agree that you were unable to attend due to circumstances beyond your control.) It is important to note that insurance companies do not provide reimbursement for cancelled or missed sessions. There are several reasons why this policy is strictly followed: (A) Regular appointments are necessary to get the most benefit out of therapy. (B) Frequently, other clients are on a wait list and would like to use the time which was scheduled for you.

LEGAL PROCEEDINGS

If you become involved in legal proceedings that require my participation, you will be required to pay a \$1000 retainer in advance for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$200 per hour for preparation and attendance at any legal proceeding.

PAYMENTS

Payments can be made with check, credit/debit card, or cash, and can be handled in one of the following ways:

- (1) You pay the full fee at the time of session. If you wish, I can provide you with a receipt for services that is applicable for filing a claim yourself with an insurance company.
- (2) Some insurances are accepted. You must call your insurance company to assure that I am on your provider list, before the first appointment. **You must pay your deductible and/or copayment at the start of each appointment.**

If for any other reasons your account has not been paid on for more than 30 days and alternative arrangements for payments have not been agreed upon, I have the option of using legal means to secure the 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 will be included in the claim.)

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. I typically will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by voice mail which I monitor frequently. I will make every effort to return your call within 24 hours. I will let you know, as soon as possible, about scheduled absences from the office (such as vacations). You may need to rely on other social supports, such as family, friends and church affiliations in my absence or use the emergency resources described below.

EMERGENCIES

If you are unable to reach me or can't wait for me to return your call and you feel your situation warrants an emergency, contact the nearest emergency room (911), your family physician, or the crisis line at 724-662-2227. Emergency or extra appointments can be made during regular office hours only. Email should never be used to communicate with me in an emergency situation.

ELECTRONIC COMMUNICATIONS

Many common modes of electronic communications put your privacy at risk and can be inconsistent with the law and ethics of my profession. Consequently, I do not send text messages to, nor respond to text messages from anyone in treatment with me. Additionally, I do not communicate with my patients through social media platforms like Facebook and Twitter.

I use the encrypted email service, Hushmail. I use email communication only with your permission and only for administrative purposes such as setting and changing appointments, completing forms, and billing matters. If you need to discuss a clinical matter, please call me so we can discuss it on the phone or wait so we can discuss it during your next therapy session. Email should never be used to communicate with me in an emergency situation.

I have a website to provide information to others about my practice. You are welcome to access and review the information that I have on my website and, if you have any questions about it, we should discuss this during your therapy sessions.

It has become common for clients to review their health care provider on various websites. However, mental health professionals cannot respond to such comments because of confidentiality restrictions. It is also preferable for clients to discuss their concerns directly with their health care provider. If you have concerns or questions about any aspect of our work together or about any previously posted online reviews of my practice, please let me know so that we can discuss them.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others, or where information has been supplied to me confidentially by others, or the record makes reference to another person (unless such other person is a health care provider) and I believe that access is reasonably likely to cause substantial harm to such other 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, 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 and for certain other expenses. If I refuse your request for access to your records, you have a right of review (except for information that has been supplied to me confidentially by others) which I will discuss with you upon request.

MINORS & PARENTS

Patients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. 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, 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. I will also provide parents, upon request, 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.

PATIENT RIGHTS

HIPAA provides you with several 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 HIPAA Privacy Notice. I am happy to discuss any of these rights with you. Patients who don't have insurance or who are not using insurance have the right to receive a written Good Faith Estimate of the total expected cost of non-emergency medical services. You can dispute a bill that is at least \$400 more than your Good Faith Estimate by contacting www.cms.gov/nosurprises or call 1-800-985-3059.

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 HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- 1) 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 formal 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).
- 2) Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

- 3) If a patient seriously 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.
- 4) If I have treated two or more adults in the same session, such as in family therapy, both adults should consent to the release of information beforehand.

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

- 1) If you are involved in a court proceeding and a request is made for information concerning the professional services I provided to you, such information is protected by the psychologist-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.
- 2) If a government agency is requesting the information for health oversight activities, I may be required to provide it to them.
- 3) If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- 4) If I am treating a patient who files a worker's compensation claim, I may, upon appropriate request, be required to provide otherwise confidential information to his/her employer.

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. The reasons are as follows:

- 1) If I have reason to suspect, on the basis of my professional judgment, that a child is or has been abused, I am required to report my suspicions to the authority of government agency vested to conduct child abuse investigations. I am required to make such reports even if I do not see the child in my professional capacity. I am mandated to report suspected child abuse if anyone aged 14 or older tells me that he or she committed child abuse, even if the victim is no longer in danger. I am also mandated to report suspected child abuse if anyone tells me that he or she knows of any child who is currently being abused. Finally, I am mandated to report the intentional possession and/or viewing of child pornography.

- 2) If I have 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 me to report this to appropriate authorities, usually the Department of Aging, in the case of an elderly person. Once such a report is filed, I may be required to provide additional information.
- 3) If I believe that one of my patients presents a specific and immediate threat of serious bodily injury regarding a specifically identified or a reasonably identifiable victim and he/she is likely to carry out the threat or intent, I may be required to take protective actions, such as warning the potential victim, contacting the police, or initiating proceedings for hospitalization. Also, if I have reason to believe a patient is an impaired driver, I am obligated to report this to appropriate authorities.

If such a situation arises, and if appropriate, I will make an effort to 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.

INSURANCE REIMBURSEMENT

If you have a health insurance policy, it may 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 from your plan administrator.

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 may require authorization before they provide reimbursement for mental health services. These plans are sometimes 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.

You should also be aware that filing a claim 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 or your employer.

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.

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