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PSYCHOTHERAPIST-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 accompanies 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. Although these documents are long and sometimes complex, it is very important that you read them carefully before our first 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 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. On the other hand, psychotherapy has also been shown to have many benefits. It often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. 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 1 to 2 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 I do not believe I have the skills to help you, I will provide you with referrals. If psychotherapy is begun, I will schedule one 60-minute session (one appointment hour of 60 minutes duration) per week at a time we agree on. **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 or missed sessions.** In order to offer you the kind of ethical and responsible treatment I want to, experience has taught me that these conditions produce the highest level of commitment by both of us to the therapeutic work.

Reaching the end of treatment is usually a mutual decision. If you decide to take a break or to terminate our work together I ask that you not do this by telephone. It has been my experience that a final session to review your progress and plans for the future is respectful of us both and honors the work we have accomplished together.

PROFESSIONAL FEES

The fee for an initial session is \$200. My hourly fee is \$165. 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 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. 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 difficulty of legal involvement, I charge \$500 per hour for preparation and attendance at any legal proceeding.

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. I operate on a fee-for-service model, meaning that I ask you to pay me my fee either weekly or monthly, as we agree upon in the first session. I am an out-of-network provider for insurance companies, meaning that our work together is still covered by your insurance, but at a different rate than if I were in-network. Health insurance policies usually provide out-of-network coverage for mental health treatment. I am happy to submit a claim on your behalf each month to your insurance company. You will then be reimbursed directly since you will already have paid for the service.

Insurance companies consider their reimbursement rates a “trade secret” meaning that they will not disclose how much you will receive from them per session. Some plans will reimburse 100% of my charge; some will reimburse an amount that leaves you paying out-of-pocket only what you would have paid in a copay; others pay a percentage of the “usual, customary, and reasonable” rate as determined by them. It is possible, then, that your insurance company could reimburse 70% of the usual, customary, and reasonable rate which, according to them, is \$85. In this scenario, you would pay me \$165 and be reimbursed \$59.51, for an out-of-pocket total of \$105.49. Once we know how much your insurance company will actually pay you each month (which we may not know for a few weeks) I am happy to discuss our fee arrangement, if necessary. I will be happy to help you in understanding the information you receive from your insurance company and to provide you with whatever information I can based on my experience.

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, even though I am out-of-network. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or (in rare cases) 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. You have, however, the right to restrict this disclosure to your health plan when you pay out-of-pocket for my services; if you want to put this restriction into place, please ask me to have you sign the relevant form.

BILLING AND PAYMENTS

I accept checks, cash, Visa, Mastercard, Discover, and American Express; I also accept debit cards and Flex Spending Account/Health Care Reimbursement Account cards. You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. I am entitled to charge you interest at 1.5% per month on unpaid balances.

I use a system called IvyPay for those paying by credit cards. IvyPay will text you a request that you enter your credit card number into their system. I will never be able to see that number. Each week or month, as we agree upon, I will have IvyPay charge your credit, debit, or FSA/HSA card for the amount due.

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 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. While I am usually in my office between 9 AM and 7 PM, I will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by voice mail that I monitor frequently. I will make

every effort to return your call promptly, with the exception of evenings, weekends and holidays, when I will return the call as soon as possible until 10:00 p.m. 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 psychiatrist if you have one - or go to the nearest emergency room and ask for the psychiatrist on call. If I will be unavailable for an extended time, I will make every effort to provide you with the name of a colleague to contact, if necessary. **I do not accept SMS text messages, and I do not use email with patients.** I use a free app called Signal – Private Messenger if you want to text non-clinical information (such as about appointment times). I do invite you, however, to “like” my Facebook page (facebook.com/DrKristiWebb – get the Skill of the Week), to follow me on Pinterest (pinterest.com/DrKristiWebb), and to subscribe to my YouTube channel (YouTube.com/DrKristiWebb). For more information, please see my Social Media Policy.

LIMITS ON CONFIDENTIALITY

In general, 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. An example of a situation requiring your signed Authorization would be if a family member or your employer wants to speak with me about your treatment. (Please note that it is very rare for me to agree to do this).

There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides that 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.
- 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 government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- 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, and my services are being compensated through worker's compensation benefits, I must, upon appropriate request, provide a copy of the patient's record to the patient's employer or the North Carolina Industrial Commission.

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 cause to suspect that a child under 18 is abused or neglected, or if I have reasonable cause to believe that a disabled adult is in need of protective services, the law requires that I file a report with the County Director of Social Services. Once such a report is filed, I may be required to provide additional information.
- If I believe that a patient presents an imminent danger to his/her health or safety or to the health and safety of another, I may be required to disclose information in order to take protective actions, including initiating hospitalization, warning the potential victim, if identifiable, and/or calling the police. If I believe that you are at risk of killing yourself my only treatment goal is going to be to keep you safe and alive. I will do whatever I need to do to protect you, including notifying and involving members of your family. If this is unacceptable to you, then I will need to refer you elsewhere.

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.

If you are involved in a court proceeding and a request is made for information concerning the professional services that I provided 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. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it.

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 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. Except in unusual circumstances that involve danger to yourself and/or 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. When you or your representative request copies of items in your Clinical Record, I am allowed to charge a copying fee of \$.75 per page up to 25 pages, \$.50 per page if there are 26 – 100 pages, and \$.25 per page if I am copying over 100 pages. I may charge a minimum of \$10 including copying costs. I may not charge you for these expenses if the copies are for a Social Security or Social Security Disability application. If I refuse your request for access to your records, you have a right of review, 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 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 also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. 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. I dispose of the complete patient record seven years from the date of our last encounter by shredding paper files and doing a three-pass secure erase of e-records.

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; inspecting or obtaining a copy of PHI in your records that is used to make decisions about you; restricting certain disclosures of PHI to your health plan, since you are paying out-of-pocket for therapy; being notified if there is a breach of your unsecured PHI; 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

I do not work with minors. In cases where a dependent adult (usually between the ages of 18 and 22) is in treatment with me, and that treatment is paid for by the parents, it is my policy to inform my patient and his/her parents that I will only share his/her attendance at scheduled sessions, for billing purposes. 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.

Name: _____

Date: _____