



Center for Psychological Growth
Health - Wellbeing - Education



Gary Howell, Psy.D., PC

Inspiring and Encouraging Growth

Psychotherapist-Patient Services Agreement

Patient's Name: _____

Welcome to the Center for Psychological Growth & Dr. Gary Howell, Psy.D., PC. This document (the Agreement) contains important information about our 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), which may be used for the purpose of treatment, payment, and health care operations. HIPAA requires that we 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 we obtain your signature acknowledging that we have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully before we proceed. We can discuss any questions you have about the procedures at any time. When you sign this document, it will also represent an agreement between us. You may revoke this agreement in writing at any time. This revocation will be binding on us unless we have taken action in reliance on it; if there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy (if applicable); 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 we 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, frustrations, 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 session is called a Diagnostic Interview (90791), which is not an actual therapy session. During the first session, we collect information regarding your present concerns as well as past history. Therapy involves a large commitment of time, money, and energy, so your comfort level to work with us is very important. If you have questions about the procedures, you should discuss them whenever they arise. Therapy sessions will be 45-52 minutes weekly (90834) or 53+ minutes biweekly (90837). During the Intake Interview, the assigned intake clinician collects information regarding your present concerns as well as past history. If Drs. Howell or Scally are not seeing you, then you will see one of our graduate students or post-doctoral clinicians under the supervision of Drs. Howell and Scally. Therapy involves a large commitment of time, money, and energy, so your comfort level to work with your clinician is very important. If you have questions about the clinician's procedures, you should discuss them whenever they arise. If your doubts persist, your clinician will be happy to help you set up a meeting with Drs. Howell or Scally for a second opinion. You may contact the doctors at anytime at 813.609.3699.

MEETINGS

Our initial diagnostic evaluation that will last from 60-90 minutes, and a regular weekly therapy session is for 50 minutes; although, some sessions may be longer, more frequent, or less frequent. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 HOURS advanced notice of cancellation. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. If it is possible, the clinician will try to find another time to reschedule the appointment, but this may be very difficult on short notice. Thus, you will be charged \$100 for a missed appointment when not notified 24 hours in advance.**

PROFESSIONAL FEES

Our office **does not conduct custody evaluations**. Your hourly fee for the first session, a diagnostic session, is \$225 and for subsequent sessions it is \$135 (90834) and \$145 (90837). In addition to weekly appointments, we charge this amount for other professional services you may need, though we will break down the hourly cost if we work for periods of less than one hour. The aforementioned fees are for psychotherapy services only. If you are here for an assessment, the hourly fee also includes the clinician's time spent in reviewing records, scoring, and writing the report. In some cases with specific types of evaluations, a set fee has been determined and discussed with you. A minimum charge of \$125/hour is charged for testing services. Other services include report writing, 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 our participation, you will be expected to pay for all of our professional time, including preparation and transportation costs, even if we are called to testify by another party.

Because of the difficulty of legal involvement, we charge \$300 per hour for preparation of any legal proceeding. Dr. Howell charges \$500.00 per hour for depositions and \$700.00 per hour for testimony (both for time on the stand as well as time waiting to testify). These same rates apply for students under his supervision.

CONTACTING Dr. Howell & Dr. Scally

You can reach the office at 813.609.3699. In the event we are not immediately available by telephone, you can always leave a message with the office. We make a conscious effort to return your call promptly within 24 hours or less. If you are difficult to reach, please inform us of some times when you will be available. If you are unable to reach us and feel you cannot wait for us, then call 911 or proceed to the nearest emergency room. In the event we are unavailable for an extended time, referral sources will be available for you.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a therapist. In most situations, the clinician can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA and/or Illinois law. However, in the following situations, no authorization is required:

- The clinician may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, the clinician makes every effort to avoid revealing the identity of the patient. The other professionals are also legally bound to keep the information confidential. If you do not object, your clinician will not tell you about these consultations in your Clinical Record (which is called "PHI" in our Notice of Privacy Practices).
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in the Agreement.
- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the therapist-patient privilege law. The clinician cannot disclose any information without 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 the clinician to disclose information.

- If a government agency is requesting the information for health oversight activities, the clinician may be required to provide it for them.
- If a patient files a complaint or lawsuit against the clinician, that clinician can disclose relevant information regarding that patient in order to defend him/herself. Please be advised that in Illinois, a person filing a complaint against a professional waives his or her right to confidentiality.
- If you file a worker's compensation claim, and your clinician is rendering treatment or services in accordance with the provisions of Florida Worker's Compensation law, your clinician must, upon appropriate request, provide a copy of your record to your employer or his/ her appropriate designee.

There are some situations in which I am legally obligated to take actions, which is believed to be necessary to attempt to protect you or others from harm and he/she may have to reveal some information about a patient's treatment. These situations are unusual at our office.

- If there is reasonable cause to believe that a child under 18 known to a clinician in his/her professional capacity may be an abused child or a neglected child, the law requires that the clinician file a report with the local office of the Department of Children and Family Services. Once such a report is filed, the clinician may be required to provide additional information.
- If there is a reason to believe that an adult over the age of 65 living in a domestic situation has been abused or neglected in the preceding 12 months, the law requires that the clinician file a report with the agency designated to receive such reports by the Department of Aging. Once such a report is filed, the clinician may be required to provide additional information.
- If you have made a specific threat of violence against another, and if the clinician believes that you present a clear, imminent risk of serious physical harm to another, the clinician may be required to disclose information in order to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking your hospitalization.
- If you are believed to present a clear, imminent risk of serious physical or mental injury or death to yourself, the clinician may be required to disclose information in order to take protective actions. These actions may include seeking your hospitalization or contacting family members or others who can assist in protecting you.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and will limit our 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 you 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 our profession require that we keep Protected Health Information (PHI) about you in your Clinical Records. 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, we recommend that you initially review them in the presence of your clinician, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances there is no charge for minimal pages (1-25 pages), for 25+ pages, we charge a copying fee of \$.10 per page. Also, in order for records to be released for Family and/or Couples cases, signatures from all involved adults are required on our Release of Information Form.

You should be aware that, pursuant to HIPAA, we might keep PHI 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 way in which your problem makes an impact 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 we 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.

In addition, we also may keep a set of Psychotherapy Notes. These notes are for your clinician's own use and are designed to assist in providing you with the best treatment. While the contents of Psychotherapy Notes vary from patient to patient, they can include the contents of your conversations, your therapist's analysis of those conversations, and how they have an impact on your therapy. They may also contain particularly sensitive information that you may reveal to the therapist that is not required to be included in your Clinical Record. The Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies (if applicable) can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of records, if you request it in writing, unless any applicable law dictates otherwise.

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 the clinician 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 our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. The clinician will discuss any of these rights with you.

MINORS & PARENTS

Patients under 12 years of age and their parents should be aware that the law allows parents to examine their child's treatment records. Parents of children between 12 and 18 cannot examine their child's records unless the child consents and unless the clinician finds that there are no compelling reasons for denying the access. Parents are entitled to information concerning their child's current physical and mental condition, diagnosis, treatment needs, services provided, and services needed. Since parental involvement is often crucial to successful treatment, in most cases, clinicians require that patients between 12 and 18 years of age and their parents enter into an agreement that allows parents access to certain additional treatment information. If everyone agrees, during treatment, the clinician will provide parents with general information about the progress of their child's treatment, and his/her attendance at scheduled sessions. The clinician will also provide parents with a summary of treatment when it is complete. Any other communication will require the child's authorization, unless the clinician feels the child is in danger or is a danger to someone else, in which case, the clinician will notify the parents of concern. Before giving parents any information, the clinician will discuss the matter with the child, if possible, and do the 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 we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. [In circumstances of unusual financial hardship, we may be willing to negotiate a fee adjustment or payment installment plan.] If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, Dr. Howell's office has 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 we 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. By signing below, you also agree to a \$100/per (\$35-45 less than a full session) missed session charge to the credit card on file without 8-24 hours notice.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS DURING OUR PROFESSIONAL RELATIONSHIP AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA FORM DESCRIBED ABOVE & ANY AND ALL QUESTIONS WERE CLARIFIED BEFORE BEGINNING THERAPY OR TESTING WITH DR. HOWELL, DR. SCALLY, OR ONE OF OUR CLINICIANS.

Patient (or Parent's) [1] Signature

Date

Child/Adolescent [1] Signature (12-17)

Date

Patient (or Parent's) [2] Signature

Date

Child/Adolescent [2] Signature (12-17)

Date

Patient (or Parent's) [3] Signature

Date

Child/Adolescent [3] Signature (12-17)

Date

Clinician (print your name & sign)

Date

Supervisor (print your name & sign)

Date

NOTE: Use patient 2-4 for families, couples and minors who require parent signature (if more lines are needed for more children, please make an additional copy of this page for the remaining signatures).