

Linda Smoling Moore, Ph.D.  
Licensed Psychologist

5601 River Road, Suite C-19  
Bethesda, Maryland 20816

301-654-4320  
Fax: 301-598-3947

**PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT**

Welcome to my practice. This document (the **Agreement**) contains important information about my professional services and business policies. It also makes reference to 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, and, as that form explains, you need to acknowledge receiving it. 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 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. Your active participation is also an essential part of treatment.

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.

At the beginning of therapy I will be evaluating your needs and getting information from you about your history and reasons for seeking therapy. Based on that, we will discuss the general plan for treatment, including an estimate of duration. You should evaluate this information along with your own opinions of whether you feel comfortable working with me and whether the cost and time involved are manageable. If you will be using insurance, we should also make sure we understand the details of what it will cover (see "Insurance Reimbursement" below). 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, SCHEDULING, CANCELLATIONS**

I will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) 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 **48 hours** advance notice of cancellation. It is important to note that insurance companies do not provide reimbursement for canceled sessions.

## **PROFESSIONAL FEES**

An initial consultation is generally scheduled over the phone. Fees for this initial consultation and subsequent services may be discussed at this time or during our first meeting. Please be sure to ask for clarification for any questions you might have regarding my professional fees. In addition to weekly appointments, I charge the hourly session fee 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 5 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.

## **LEGAL PROCEEDINGS**

It is my policy not to participate in any court proceedings. Further it is my policy not to provide any written records, including clinical notes, summaries, or to participate in any depositions.

## **CONTACTING ME**

My office telephone number is **301-654-4320**. I may not be immediately available by telephone, as I do not answer the phone when I am with a patient. My telephone is answered by voice mail. No one other than myself has access to messages left, and I monitor messages frequently during the 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. In emergencies, if you are unable to reach me and feel that you can't wait for me to return your call, in addition to leaving a voice message, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be away 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 HIPAA and/or Maryland law. However, in the following situations, no authorization is required:

I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I do not reveal 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 my records.

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 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.

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.

There are some situations in which I am legally obligated to take actions which would involve revealing some information about a patient's treatment. These situations, which are unusual in my practice, include:

If I have reason to believe that a child or vulnerable adult has been subjected to abuse or neglect, or that a vulnerable adult has been subjected to self-neglect, or exploitation, the law requires that I file a report with the appropriate government agency, usually the local office of the Department of Social Services. Once such a report is filed, I may be required to provide additional information.

If I know that a patient has a propensity for violence and the patient indicates that he/she has the intention to inflict imminent physical injury upon a specified victim(s), I may be required to take protective actions. These actions may include establishing and undertaking a treatment plan that is calculated to eliminate the possibility that the patient will carry out the threat, seeking hospitalization of the patient and/or informing the potential victim or the police about the threat.

If I believe that there is an imminent risk that a patient will inflict serious physical harm or death on him/herself, or that immediate disclosure is required to provide for the patient's emergency health care needs, I may be required to take appropriate protective actions, including initiating hospitalization and/or notifying family members or others who can protect 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**

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 disclosure is reasonably likely to endanger the life or physical safety of you or another person, you have the right to 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 \$1.00 per page (and certain other expenses). The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical 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, designed to assist me in providing you with the best treatment, and have an even greater degree of privacy protection. 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. While insurance companies can require that you authorize me to release your Clinical Record as a condition of covering treatment, they cannot require you to authorize release of Psychotherapy Notes as a condition of coverage, nor penalize you in any way for your refusal. In Maryland, you have a legal right to examine and/or receive a copy of your Psychotherapy Notes unless I determine that knowledge of the contents would be injurious to your health.

## **PATIENT RIGHTS**

HIPAA provides you with several rights with regard to your Clinical Records and disclosures of protected health information, although most have already been provided under Maryland law. These rights are covered in detail in the attached **Notice** document, and I am happy to discuss any of these rights with you.

## **MINORS & PARENTS**

Patients under 16 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. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment. Therefore, it is usually my policy to request an agreement from any patient between 16 and

18 and his/her parents allowing me to share general information about the progress of treatment and their child's 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, or when you receive a monthly statement, at the rate indicated under "Professional Fees." In general, you will submit any insurance claim yourself, and receive reimbursement directly, unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I 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, 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.

## **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. Although I do not contract with any insurance companies, 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.

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. I will discuss with you your understanding of the information you receive from your insurance company, and, if it is necessary to clear confusion, I will be willing to call the company on your behalf.

You should ascertain not only the rate of reimbursement your policy provides, but any limits, such as prior authorization, insurance company review of the need for treatment, or limits on the number of sessions covered that are part of the policy.

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. You provide such information to an insurance company when you attach my bill to your claim form and submit it for reimbursement.

In the rare cases in which I must file the claim directly (e.g. Medicare), I am required to provide a clinical diagnosis, the type of treatment you are receiving, and the dates of treatment. 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. Maryland law prevents insurers from making unreasonable demands for information, but there are no specific guidelines about what unreasonable includes. If I believe that your health insurance company is requesting an unreasonable amount of information, I will call it to your attention and we can discuss what to do. You can instruct me not to send requested information, but this could result in claims not being paid and an additional financial burden being placed on you. Once the insurance company has this information, it bears the responsibility for privacy protection of the information. I will provide you with a copy of any report I submit, if you request it.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE PSYCHOTHERAPIST-PATIENT SERVICES **AGREEMENT** AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGMENT THAT YOU HAVE RECEIVED THE NOTICE OF POLICIES AND PRACTICES TO PROTECT THE PRIVACY OF PATIENT HEALTH INFORMATION (HIPAA **NOTICE**) FORM DESCRIBED ABOVE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Rev. 10/09