

SERVICE AGREEMENT

Drs. Paul Becker, David Udelf, and Patricia Masterson welcome you to BECKER, UDELFF AND ASSOCIATES (BU&A) Professional Psychological Services. Our priority is to make sure your experience with us is positive and successful. Success will also depend on your own efforts. You are encouraged and expected to take an active role in your treatment, assisting in identifying what you need to focus on in treatment and developing a practical and effective course of action. Your active participation in treatment will allow our work together to be as focused and brief as your situation requires.

The following clinical, legal, and financial information is offered to familiarize you with the operation of our practice and to serve as an *Agreement* between you and your therapist. Please feel free to ask for clarification if you have any questions about any of the information in this handout. **You will be asked to sign this Service Agreement to indicate that you have read, understand, and agree to abide by the guidelines and information contained herein.** A copy of this *Agreement* is available for you to take home for further reference. Thank you for choosing Becker, Udelf & Associates. We look forward to working with you.

This *Agreement* has three major sections. First is an *Introduction to BU&A Services*, in which we describe some expectations for treatment, how to contact your therapist, and how to schedule appointments. The second section, *Client Privacy Protection*, describes how we will maintain the privacy of the information that you share with us and your rights regarding that information. The third section, *Fees, Payments, and Health Insurance*, provides information regarding payment of and responsibility for fees, and how your health insurance may be accessed to help you pay for your treatment. Finally, at the end of this document, there is a *Consent to Treatment and Fee Agreement* that you are required to sign.

INTRODUCTION TO BU&A SERVICES

Determining Needs and Goals. Becker, Udelf & Associates is committed to quality care. In your first meeting you and your therapist will review your reasons for seeking help, evaluate your needs, and develop a treatment plan to follow in your therapy. It is at this time that your therapist will determine how often to meet and attempt to answer any questions you might have regarding policies and procedures. Therapy can involve a large commitment of time, money, and energy, so you should make a careful decision about the therapist you select. If you have questions about our procedures, we should discuss them whenever they arise. Psychotherapy has been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and feeling much less distressed. However, there are no guarantees of what you will experience, and at times a psychotherapy session may leave you with uncomfortable feelings. Please feel free to discuss these feelings and/or any other feelings or concerns with your therapist.

Children and Adolescents. When the client is a minor, the parent or guardian will be asked to sign a statement permitting evaluation and treatment. Although it is therapeutically important that the specific thoughts and feelings of minors remain confidential, parents and guardians will be periodically informed of the general process and progress of treatment. Minors will be informed of all consultations with parents/guardians and outside professionals. Parents and guardians will also be involved in the treatment process through family sessions and/or parent guidance. Please refer to the *Client Privacy Protection* section of this Service Agreement for further details and clarification.

Contacting Your Therapist. When you call (216) 292-7170 your call will activate our confidential voice mail system. To use the voice mail with a touch-tone phone, press “1” to leave a message for Dr. Becker, press “2” for Dr. Udelf, or press “3” for Dr. Masterson. If you have a rotary phone, wait on the line for operator assistance. If you leave a message for your therapist, you will receive a return call within 24 hours.

Emergencies. In case of an emergency, your therapist or a colleague covering her/his calls can be reached at all times. Please phone the office and indicate the urgent nature of your call and request that your therapist respond as quickly as possible. Every attempt will be made to respond in an expedient manner. If you are calling and reach the voice mail system, press “0” or wait on the line for operator assistance. **If the emergency is serious and you cannot wait until your therapist returns the call, please call the 24-hour mental health emergency number at (216) 623-6888, or go to a hospital emergency room.**

Appointments, Cancellations and Missed Appointments. Treatment sessions generally last 45-50 minutes and can be scheduled through your therapist. If it is necessary to cancel/change an appointment, please call as soon as possible so your appointment time can be made available for another client. **MISSED APPOINTMENTS NOT CANCELED 24 HOURS IN ADVANCE WILL BE BILLED TO YOU AT THE USUAL FEE. CHARGES FOR MISSED APPOINTMENTS AND LATE CANCELLATIONS CANNOT BE REIMBURSED BY INSURANCE AND WILL BE BILLED TO YOU DIRECTLY FOR PAYMENT.** However, if you call to cancel an appointment because of an illness or emergency, there will be no charge.

CLIENT PRIVACY PROTECTION

HIPAA Law and Privacy Notice. The Health Insurance Portability and Accountability Act (HIPAA) is a federal law that provides privacy protections and patient rights with regard to the use and disclosure of the information contained in your Clinical Record. HIPAA requires that your therapist provide you with a Notice of Privacy Practices (Privacy Notice) for use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. The *Privacy Notice*, which is attached to this Agreement, explains HIPAA and its application to your Protected Health Information in greater detail. The law requires that your therapist obtain your signature acknowledging that you have been provided with the Privacy Notice at the end of your first 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 procedures at that time. **When you sign the Privacy Notice acknowledgement as part of this Service Agreement, it will represent an agreement regarding use and disclosure of PHI between us.** You may revoke this agreement concerning the Privacy Notice in writing at any time. That revocation will be binding on your therapist unless she/he has taken action in reliance on it; if there are obligations imposed on your therapist 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.

Clinical Records. Your therapist will maintain a Clinical Record file on your case, which is the property of your therapist. Information shared with your therapist is privileged and confidential and is kept in your Clinical Record. Part of the information you share with your therapist is known as Protected Health Information (PHI) and is used for the purpose of treatment, payment, and health care operations. PHI usually includes your reasons for seeking therapy, a description of the ways in which your problem impacts 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 received 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. Your Protected Health Information cannot be shared by your therapist with anyone without your consent and/or written permission (exceptions noted on page 4 of this document). Only

your signed release of information authorizes us to acknowledge that we are working with you to anyone (attorneys, teachers, spouses, etc.). If you have received previous medical or psychological treatment, your therapist may ask you to sign a specific release form that will allow your previous physician/counselors to discuss your prior treatment. If it is necessary for us to consult with a colleague about your treatment, your identity is protected and kept anonymous.

Psychotherapy Notes. In addition to your Protected Health Information, your Clinical Record may also contain a separate set of Psychotherapy Notes. These Notes are for your therapist's use and are designed to assist your therapist in providing you with the best treatment. While contents of Psychotherapy Notes vary from client to client, they may include the contents of your conversations with your therapist, an analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to your therapist. While insurance companies can request and receive a copy of your Protected Health Information, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization for Psychotherapy Notes as a condition of coverage nor penalize you in any way for your refusal.

Client Rights. HIPAA provides you with several new or expanded rights with regard to your Clinical record and disclosures of Protected Health Information. These rights include requesting that your therapist 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 your therapist's policies and procedures recorded in your records, and the right to a paper copy of this Service Agreement, the attached Privacy Notice, and BU&A privacy policies and procedures. Your therapist can discuss any of these rights with you.

Client access to Clinical Records and Psychotherapy Notes. Except in unusual circumstances that involve danger to yourself or others, you may examine and/or receive a copy of your Clinical Record *if* you request it in writing *and* the request is signed by you *and* dated not more than 60 days from the date it is submitted. You may also examine and/or receive a copy of your Psychotherapy Notes unless your therapist determines that such a disclosure would have an adverse effect on you. If your therapist refuses your request for access to your Clinical Record or Psychotherapy Notes, you have a right of review, which your therapist will discuss with you upon request. There may be a charge for writing reports or for copying materials.

Written, Advance Consent to Release Information. In most situations, your written Authorization is required before your therapist can release any information to others about your treatment. However, in other situations, your therapist only needs written, *advance consent* to release information. **Your signature on this Service Agreement gives written, advance consent for the following releases of information:**

- **Professional Back-up Coverage.** Your therapist practices with other mental health professionals. In order to provide you with 24-hour coverage when your therapist is on vacation or otherwise unavailable, your therapist will routinely consult with professional office colleagues to provide back-up coverage. All of the mental health professionals in the office are bound by the same rules of confidentiality. Please let your therapist know if you would prefer that she/he *not* consult with colleagues in the office concerning the general nature of your case in order to provide back-up coverage.
- **Business, Office Management and Secretarial Arrangements.** Your therapist may utilize collection agencies, billing and secretarial services, and other technical support for payment and health care operations. Secretarial staff may be involved in scheduling, billing and other office management activities. Secretarial staff has training in privacy rules and has agreed not to release any information outside of the practice without permission of a mental health professional. As required by HIPAA, any business associates have signed contracts with your therapist in which the

confidentiality of protected health information is maintained except as specifically allowed in the contract or otherwise required by law. At your request, your therapist can provide you with the names of these organizations and a blank copy of the contract.

Exceptions to Confidentiality. There are some situations in which your therapist is permitted or required to use or disclose information **without** either your Consent or Authorization:

- If a client is clearly likely to seriously harm him/herself, your therapist may be required to take action to prevent self-destruction.
- If there is a clear risk that a client plans to seriously harm another person, your therapist may have a duty to warn the potential victim; or disclose the risk to appropriate public authorities.
- If your therapist suspects that abuse of a child or senior citizen may have taken place, your therapist is required to report the suspected abuse to the Department of Child and Family services.
- If the client is a minor, both parents have the same access to the minor client's complete Clinical Record, including Psychotherapy Notes, unless there is a court order prohibiting one of the parents from access. Requests for access need to be written as described above.
- If you are involved in a court proceeding and a request is made for information about your evaluation, diagnosis and treatment, such information is protected by the psychologist-client privilege law. Your therapist cannot provide any information without your (or your personal or legal representative's) written authorization. However, if a court orders your therapist to disclose information, your therapist is required to provide it.
- If a government agency (such as Medicare) is requesting the information for health oversight activities, your therapist may be required to provide it for that agency.
- If you file a complaint or lawsuit against your therapist, your therapist may disclose relevant information about you in order to defend her/himself.
- If you file a Worker's Compensation claim, you must sign an authorization so that your therapist may release the information, records or reports relevant to the claim.
- Your health insurance plan has the right to review your Clinical Records for any services you have asked them to pay for. A health insurance plan **is entitled** to see Protected Health Information in your clinical record, including information about dates of therapy, symptoms, your diagnosis, your overall progress towards goals, any past treatment records which may have been received from other providers, reports of any professional consultations, your billing records, and any reports that may have been sent to anyone. However, unless your treatment is being paid for by a Worker's Compensation plan, a health insurance plan **is not entitled** to see Psychotherapy Notes.

FEES, PAYMENTS, AND HEALTH INSURANCE

Fees. Your therapist's usual hourly fee is for individual, couples and/or family therapy. The therapy hour session includes 45-50 minutes of therapy plus 10-15 minutes of paperwork time. There may be a different hourly fee for an initial evaluation. The following services will be billed at your therapist's usual hourly rate, according to the amount of professional time expended:

- Psychotherapy and counseling sessions;
- Psychological testing, including administration, scoring, interpretation, and report preparation;
- Consultation with outside professionals;
- Telephone conversations of more than 15 minutes;
- Court testimony, including travel time and waiting due to court delays. This will be billed at a different rate. Your therapist will discuss the rate with you;
- Home visits, including travel time before and after sessions.

Other expenses in support of services (i.e., long distance phone calls, travel expenses, etc.) may be billed separately.

Payments and Responsibility for Fees. The attached Fee Agreement is a contract between you and your therapist. Although you may utilize health insurance to help you cover the cost of your treatment, you alone are responsible for paying for the professional time of your therapist. PAYMENT FOR SERVICES ARE DUE AT THE TIME SERVICES ARE RENDERED, AND YOU, THE CLIENT ARE RESPONSIBLE FOR PAYMENT OF THE FULL PROFESSIONAL FEE unless other payment arrangements have been approved in advance with our office or are a part of your insurance company's agreement with your therapist. Your therapist will answer any questions about payment arrangements. Denied insurance claims become the client's responsibility for payment.

It is the policy of this office that the parent/guardian (custodial or non-custodial) accompanying a minor client for treatment will be held accountable for all bills. The parent who signs this Service Agreement is responsible for payment. Children and minor clients can only be seen with the written permission of a custodial parent. If the parent not accompanying the child is to be billed, you must obtain that parent's signature on the Service Agreement or the parent/guardian signing this form will be solely responsible for payment. This agreement is understood to override any other legal arrangements or court agreements. If any changes are to be made to this agreement at a later date, they must be presented to this office in writing and signed by all parties.

Health Insurance and Managed Care. We make every effort to maintain and extend membership on a range of insurance and managed care provider panels, and we are eager to help you receive your maximum allowable medical benefits. Please keep in mind that health insurance coverage for outpatient mental health services varies with different policies, insurance companies, and managed care organizations. Also remember that contracts vary on covered services, providers, and reimbursement amounts.

Most group health insurance plans cover *part* of your therapist's fee. There may be two kinds of non-insured costs to you: (1) a **deductible**, which is an amount you must pay before your insurance coverage begins to pay; and (2) a **co-payment**, which is a portion of the fee for each visit that you must pay yourself. ***You are responsible for paying any deductible and co-payment*** at each visit.

Before treatment begins, it is ***your responsibility*** to provide your therapist with the following: (1) ***Information about any deductibles and co-payments you may have***; (2) ***a copy of your current insurance card*** (both sides); (3) ***correct claims address***; and, (4) ***authorization information or authorization letter*** (if necessary for coverage). Insurance claims require a diagnosis, which your therapist will discuss with you if you ask. Your therapist may have contracted with some insurance companies to accept less than her/his standard fee as payment in full. If this is the case, your account balance will be adjusted when payment is received from your insurance company. However, if insurance pays less than 100% of this contracted fee, you will owe the balance of the fee up to 100% of the contracted fee. After treatment is underway, it is ***your responsibility*** to inform our office in a timely fashion if your ***insurance coverage changes*** so that the original payment arrangements can be revised if necessary.

Many insurance plans are managed care plans. Under a managed care plan, the insurance company periodically requires the therapist to submit your diagnosis, progress, and treatment plan to their reviewer, who then determines if further treatment is medically necessary. Please be advised that if you have a managed care insurance plan, this information will be released to the reviewers.

Account Balances. A monthly statement will be sent only if you owe a balance on your account. The statement will show services rendered, client payments made, and insurance payments made. Any monies

received by your therapist from insurance companies or managed care organizations over and above your indebtedness will be refunded to you when your bill is paid in full. A \$25.00 charge will be made for any check returned for non-sufficient funds (NSF). We realize that periodically financial problems arise that may effect your ability to pay your account balance. If such problems arise, please contact our office promptly for assistance in the management of your account. As authorized by state and federal law, accounts with outstanding balances which have gone unpaid for 90 days may be turned over to a collection agency, lawyer, or small claims court in order to receive payment. Your failure to pay your therapist will show up on your credit history.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ AND UNDERSTAND THIS SERVICE AGREEMENT AND AGREE TO ITS TERMS, AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED AND READ THE HIPAA PRIVACY NOTICE DESCRIBED ABOVE.

Client – Please Print

Client and/or Parent/Guardian Signature

Date