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PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT [OREGON]

Welcome to my practice. This document 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 I am giving you with 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 at the end of this 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 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 and theoretical orientation 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. I am an "eclectic" therapist, and draw on many theories and methods. 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 need to work on the things we talk about both during our sessions and at home. We will talk about how to do this in our sessions together. I will recommend that you bring a journal to our sessions, to help you with this.

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 increased self awareness, changes in self perception, increases in self esteem, better relationships, resolution of or solutions to specific problems, changes in personality, significant reductions in feelings of distress, reduction of stress level, and increases in positive emotions. Please be sure to discuss your thoughts and feelings regarding sessions either during a session or in the following session. Results from therapy vary widely but to a large extent you can know that you will benefit in accord with the

effort that we both put into it. Change takes a great deal of effort, and it is important to understand that the therapist alone cannot make change happen.

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 commitment of time, money, and energy, so you will want to be very careful about the therapist you select. If you have questions about how to choose a therapist, please ask me to discuss this with you. If you have questions about my procedures, please bring them up 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 or to change therapist.

MEETINGS

I normally conduct an evaluation that will last from 2 to 4 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. I will usually schedule one 45-50-minute session per week at a time we agree on, although some sessions may be longer or more or less frequent. Once an appointment hour is scheduled, you will be expected to pay for it at the time of the session unless you have insurance coverage and unless you provide 24 hours advance notice of cancellation. There will be no fee if 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 sessions. I will always try to find another time to reschedule the appointment in the same week so that we will not miss our weekly appointment, but sometimes that is not possible.

PROFESSIONAL FEES

My hourly fee is \$180.00, though the fee is higher for the first session. In addition to weekly appointments, I charge varied amounts for other professional services you may need, though I will break down the hourly cost if I work for periods of less or more than one hour. Please ask and I can give you a list of usual fees. If you have health insurance coverage, the fee billed may be the above fee or may be a fee determined by insurance contract as the "allowed amount". Other services include report writing, telephone conversations that address other issues besides setting an appointment, 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. Most of these other services are not covered by insurance.

I do not provide services that are considered "forensic psychology", and if such services are needed I will refer you to a specialist. However, if I provide a report or consultation regarding a legal matter, fees related to legal matters are higher than regular psychotherapy fees, and will be determined at the beginning of the legal consultation. If I were to be involved regarding a legal matter, you will be billed for all professional time, including preparation and transportation costs, even if I am called to testify by another party.

If a report is needed for an insurance company, an attorney or court, or for any other reason, a fee will be charged for the time required. Insurance does not cover written reports.

Sometimes due to insurance questions, delays, or requests for information, extra time may be spent beyond the usual billing procedures. Processing fees will be charged in these cases. Fees will be determined according to time spent on the written reports, insurance

communications, or telephone contact. These fees will be your responsibility, and will not be billed to the insurance company.

PLEASE NOTE that if the insurance company has not reimbursed fees by 60 days, you will be responsible for the whole fee until your insurance company pays on the claim. Communications with your insurance company regarding your insurance coverage, authorization, or claims delays are your responsibility, and our office cannot provide that service beyond a standard reasonable amount of time.

CONTACTING ME

Due to my work schedule, I am sometimes not immediately available by telephone. While I am usually in my office between 11:00 AM and 6:00 PM, I will not answer the phone when I am with a patient. When I am unavailable, you will be able to leave a voicemail message that I monitor as frequently as possible. I will make every effort to return your call on the same day you make it, with the exception of when I am out of town (or attending a closed retreat). If you are difficult to reach, please inform me of some times when you will be available. In emergencies, you can usually reach me on my cell phone. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician, the County Adult and Family Services, or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact should services be required.

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 state law and/or HIPAA. With your signature on a proper Authorization form, I may disclose information in the following situations:

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. I will tell you about any consultation that I feel is necessary. I will note all 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).

I also have an agreement with Patti Giffen, Ph.D. located in Bend and with Ann LaBray in Portland to be one of the psychologists available if I am out of town. Both psychologists also maintain client confidentiality as described in this psychotherapist/patient agreement.

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

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 (or your personal or legal representative's) 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.

If a patient files a worker's compensation claim, he/she automatically authorizes me to release any information relevant to that claim.

Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

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 there is a child abuse investigation, the law requires that I turn over my patient's relevant records to the appropriate governmental agency, usually the local office of the Department of Human Services. Once such a report is filed, I may be required to provide additional information.

If there is an elder abuse or domestic violence investigation, the law requires that I turn over my patient's relevant records to the appropriate governmental agency, usually the local office of the Department of Human Services. Once such a report is filed, I may be required to provide additional information.

If I believe that a patient presents a clear and substantial risk of imminent, serious harm to another person, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.

If I believe that a patient presents a clear and substantial risk of imminent, serious harm to him/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection. 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

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 (for which I will provide you with an accurate and representative summary of your Record), 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 of \$.12 per page (and for certain other expenses). If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

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.

In addition, I may 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. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. The psychotherapy notes are intended as therapist notations for the purpose of therapist treatment planning and reflection.

PATIENT 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 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, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS & PARENTS

Patients under 14 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, for children between 14 and 18, it is 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 with a summary of the benefits their child's treatment at the end of treatment if requested. 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, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. With insurance coverage you will only need to pay your co-pay amount at each session.

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 may 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. If payment is not made in a reasonable period of time, I reserve the right to make a report to the credit bureau.

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 group health insurance policy, it will usually 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. This is your responsibility to clarify.

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. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company.

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 often require authorization before they provide reimbursement for mental health services. These plans are often 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. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. [Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.]

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. If you have an Oregon insurance policy with the state law requirement that by accepting policy benefits, you are deemed to have consented to examination of your Clinical Record for purposes of utilization review, quality assurance and peer review by the insurance company, then I may provide clinical information to your insurer for such purposes. Sometimes I am required by the insurance company 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. 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.

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 unless prohibited by contract.

With the increasing popularity of internet social networking sites, it is also important to mention that I cannot become a "friend" or participant in your personal social networking sites. This could create a "dual relationship". It is important for us to maintain our psychotherapeutic relationship without any other kind of social relationship.

Your signature below indicates that you authorize the insurance company to send payment for the insurance claim to Dr. Fran Miller, the provider. This is known as assignment and release. Your signature below also indicates that you have read the information in this document and agree to abide by its terms during our professional relationship. You will be signing that you have received these forms at the beginning of the first session, and you will sign that you have read this informed consent at the second session.