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PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

Welcome to my practice. I appreciate your trust and the opportunity to assist you. Maryland law requires that I provide you with the following information at the initiation of our contact. It is important that you understand these issues as we begin our work together. 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. If you have any questions, thoughts, or feelings about what is printed, please feel free to discuss them with me in our sessions.

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 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.

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.

Treatment

The benefits of psychotherapy have been repeatedly and scientifically demonstrated for most people in most situations. Depending on your initial issues and symptoms, benefits might include the lessening of depressive symptoms or feeling less afraid or anxious. You may experience an increased sense of well-being and comfort with yourself. With a more thorough understanding of yourself, you are likely to be able to make changes that enhance your family or social relationships and find deeper satisfaction in them. Through the therapeutic process, you may come to better understand your personal goals and values, growing and maturing as an individual.

I encourage you to obtain knowledge of the procedures, goals and possible side-effects of psychotherapy. As with any powerful treatment, there are both risks and benefits associated with psychotherapy. The risks include the experience of intense and unwanted feelings, including sadness, anger, fear, guilt, or anxiety, as you begin your healing process. It is important to remember that these feelings may be natural, normal, and an important part of your therapy. Other risks of therapy might include recalling unpleasant life events, facing unpleasant thoughts and beliefs, experiencing increased awareness of feelings, and shifting desire or ability to respond in customary ways with others in relationships. As a result, there may be an increase in stress and tension in those relationships. Major life decisions are often made during treatment. These decisions are the legitimate outcome of the therapy experience and are the consequence of examining long held personal beliefs or expectations. During our work together, I hope to discuss any of your assumptions, problems, or adverse side effects of your therapy. As I only accept patients whom I believe I can help using my professional knowledge and training, I expect to enter our relationship with optimism and enthusiasm.

Meetings

My services are by appointment only. 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. If psychotherapy is begun, I will usually schedule one 50-minute session per week at a time we agree on, although some sessions may be more frequent.

Availability

I may be reached at 301-656-5111 if you need to contact me between sessions. You may leave a confidential and detailed message and I will return your call as soon as I am able, within 24 hours. If you are calling after hours with an urgent matter that cannot wait until the next business day, you may call me at 301-706-8040. 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 the nearest emergency room and ask for the psychologist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

Billing Policy

I charge an hourly rate for each 50 minute session. **I require payment at the time of service.** At the end of each month, I will provide you with a receipt of the month's services and the total amount paid. Please remember that the financial relationship, just like the therapeutic relationship, is between you and me and the responsibility for prompt payment of all fees is yours. Returned checks are subject to a \$25 fee. If an account is overdue and you have not made arrangements for payment with me, I may turn your account over for collection. The agent would be provided only with the dates, types of service, and the charges.

Cancellation Policy

In the event that you need to cancel an appointment, please let me know as far in advance as possible, but at least 24 hours ahead. **Because the appointment time is reserved for you, it is necessary to charge for appointments which are not cancelled 24 hours in advance.** Emergencies do arise and we can discuss this as it occurs.

Insurance Reimbursement

If you plan to use out-of-network mental health coverage, 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 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. Maryland permits me to send some information without your consent in order to file appropriate claims. I am required to provide them with a clinical diagnosis. 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 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 if you choose to seek reimbursement.

Privacy and Confidentiality

Confidentiality of all communications between a patient and a psychologist is protected by law. 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, laws exist which establish exceptions to the general rule of confidentiality. These exceptions may require me to disclose information in certain circumstances without your permission. It is my policy that I would first attempt to discuss my legal responsibilities with you should such a situation arise.

Legal exceptions to the general rule of confidentiality require me to release information in the following situations:

1. When I have reason to believe that there is an imminent threat of your physically harming yourself or another person. To protect you or the other person from harm, I am required by law to disclose information or take other actions to protect you or another person from physical harm. Protective actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.

2. When I have reason to believe that a child, elderly, or disabled person is being abused and/or neglected, I must report this information to the appropriate state agency.
3. When records are subpoenaed by the court.
4. If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.

The clear intent of these requirements is that a psychologist has both a legal and ethical responsibility to take action to protect endangered individuals from harm when such a danger exists. Fortunately, these situations have rarely occurred in my practice. If a similar situation occurs, it is my policy to discuss these matters fully with you before taking any action, unless in my professional judgment, there exists a compelling reason not to do so.

In some circumstances, it may be my best clinical judgment that the maintenance of confidentiality is counterproductive to your progress in treatment. I may request your permission to contact family members or significant other individuals. In these situations, I will inform you of my concerns and outline the basis of my clinical judgment. You will have the final decision as to whether I may contact these individuals. You will be asked to sign a consent form for release of information.

If it would be helpful to refer you to another professional for a consultation (e.g. for medication) then I will discuss your case with the professional with your authorization.

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 disclosure is reasonably likely to endanger the life or physical safety of you or another person, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. In those situations, you have a right to a summary and to have your record sent to another mental health provider. 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 \$0.50 per page (and 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.

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; 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.

Medication and Hospitalization

At times, the level, duration, or nature of a patient's distress is such that the use of medication appears to be indicated. Should this situation arise, you and I will discuss the symptoms and circumstances that indicate that medication may be useful or necessary. I work with several psychiatrists in the area and we routinely collaborate on issues of medication, ensuring that your specific needs are met and ensuring continuity of care. If medication is indicated, you would typically use the services of a psychiatrist who serves as a "medication consultant" while continuing psychological treatment with me.

In certain circumstances the seriousness of a patient's condition may require a higher level of care than can be provided in an outpatient setting. If this should become necessary, you and I will discuss the need for a hospital stay or admission to a residential treatment program and identify the program that best meets your unique needs. The final decision to enter a program will be yours.

Consultation

Consultation is a standard, ethical, and accepted part of high quality mental health practice. Because I intend to provide you with the highest quality of care, I may periodically consult with other experienced, licensed mental health professionals regarding your treatment. During a consultation, I share limited information and avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential.

Minors and Parents

Patients under 18 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. The effectiveness of psychotherapy depends on the patient’s sense of trust and safety in the therapeutic relationship so that the patient is willing to honestly address problems. 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. I will also provide parents with a summary of their child’s treatment when it is complete. 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.

Acknowledgement

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE (Attached to this form).

Name: _____

Patient’s Signature: _____ Date: _____

If patient is a minor, Guardian’s Signature: _____

Date: _____

Please return the signed consent form to me. I will provide you with a copy for your records. Thank you.

MARYLAND NOTICE FORM

Notice of Psychologist's Policies and Practices to Protect the Privacy of Patient's Health Information

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

I may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your written authorization. To help clarify these terms, here are some definitions:

- “PHI” refers to information in your health record that could identify you.
- “Treatment, Payment, and Health Care Operations”
 - *Treatment* is when I provide, coordinate, or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist.
 - *Payment* is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
 - *Health Care Operations* are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- “Use” applies only to activities within my [office, clinic, practice group, etc.] such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “Disclosure” applies to activities outside of my [office, clinic, practice group, etc.], such as releasing, transferring, or providing access to information about you to other parties.
- “Authorization” is your written permission to disclose confidential mental health information. All authorizations to disclose must be on a specific legally required form.

II. Other Uses and Disclosures Requiring Authorization

I may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. In those instances when I am asked for information for purposes outside of treatment, payment, or health care operations, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before releasing your Psychotherapy Notes. “Psychotherapy Notes” are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or Psychotherapy Notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

III. Uses and Disclosures without Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances:

- *Child Abuse* – If I have reason to believe that a child has been subjected to abuse or neglect, I must report this belief to the appropriate authorities.
- *Adult and Domestic Abuse* – I may disclose protected health information regarding you if I reasonably believe that you are a victim of abuse, neglect, self-neglector exploitation.
- *Health Oversight Activities* – If I receive a subpoena from the Maryland Board of Examiners of Psychologists because they are investigating my practice, I must disclose any PHI requested by the Board.
- *Judicial and Administrative Proceedings* – If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment or the records thereof, such information is privileged under state law, and I will not release information without your written authorization or a court order. The privilege does not apply when you are being evaluated or a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- *Serious Threat to Health or Safety* – If you communicate to me a specific threat of imminent harm against another individual or if I believe that there is clear, imminent risk of physical or mental injury being inflicted against another individual, I may make disclosures that I believe are necessary to protect that individual from harm. If I believe that you present an imminent, serious risk of physical or mental injury or death to yourself, I may make disclosures I consider necessary to protect you from harm.

IV. Patient's Rights and Psychologist's Duties

Patient's Rights:

- *Right to Request Restrictions* – You have the right to request restrictions on certain uses and disclosures of protected health information. However, I am not required to agree to a restriction you request.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. On your request, I will send your bills to another address.)
- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. You have the right to inspect or obtain a copy (or both) of Psychotherapy Notes unless I believe the disclosure of the record will be injurious to your health. On your request, I will discuss with you the details of the request and denial process for both PHI and Psychotherapy Notes.
- *Right to Amend* – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I will discuss with you the details of the amendment process.
- *Right to an Accounting* – You generally have the right to receive an accounting of disclosures of PHI. On your request, I will discuss with you the details of the accounting process.
- *Right to a Paper Copy* – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

Psychologist's Duties:

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will provide you with a revised notice by mail.

V. Questions and Complaints

If you have questions about this notice, disagree with a decision I make about access to your records, or have other concerns about your privacy rights, you may contact me and we can discuss this. If you believe that your privacy rights have been violated and wish to file a complaint with me, you may send your written complaint to me. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. I can provide you with the appropriate address upon request. You have specific rights under the Privacy Rule. I will not retaliate against you for exercising your right to file a complaint.

VI. Effective Date, Restrictions, and Changes to Privacy Policy

This notice will go into effect on April 14, 2003.