PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

Welcome to my practice. 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), the federal law that provides new privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Texas Notice of Privacy Practices (hereafter referred to as ‘The Notice’) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is available at my office and can be viewed, downloaded or printed from my website, 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 important that you read them carefully before our next session. If you misplace your copy you can always reference a copy on my website (www.johngodfreyphd.com). 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 particular problem(s) you bring forward and the personalities of the psychologist and patient. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like most medical doctor visits - 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 works, in part, because of the clearly defined rights and responsibilities held by each person, which are described in the sections that follow. The frame that these rights and responsibilities provide helps to create the safety to take some risks and the support to become empowered to create change. Duty, in the case of a psychotherapy relationship, is actually bilateral in nature. Bilateral means I have duties to you as my patient but you also have duties to the psychologist. These duties are discussed throughout this agreement.

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.

Our first few sessions will include 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 opinion of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be careful about the therapist you select.
PSYCHOLOGICAL SERVICES (Continued)

At any time you have concerns or questions about my procedures, statements or actions, it is essential that you let me know so I can address your concerns in a timely manner. If your concerns or doubts persist, I will be happy to do what I can to help you set up a meeting with another mental health professional for a second opinion.

MEETINGS

I normally conduct an initial evaluation that will last from one to three sessions. During this time, we will both decide whether I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun after this evaluation, we will schedule additional sessions. Typically each appointment will last from 38 to 52 minutes depending on your treatment needs and what your health plan specifies. The frequency of your sessions will be something we discuss and agree upon (weekly, biweekly or monthly). There are exceptions and occasionally our sessions could be shorter or longer or more frequent.

You are responsible for coming to your session on time. Your appointment begins at the appointed time, whether you are present or not. If you are late, your appointment will still end on time and not run into the time of the next scheduled patient. When you know you are going to be late for an appointment please let me know. Do not speed or take other dangerous actions to get here on time. I routinely wait up to twenty minutes past your initial appointment time for you to arrive. After twenty minutes, which I will presume you are not coming (unless you have called me). Repeated late arrivals or failure to show for a scheduled appointment will be discussed as “therapy interfering behavior” and may constitute a basis for termination of treatment.

Once an appointment hour has been reserved for you by setting an appointment, you agree to provide at least 24 hours advance notice to cancel or reschedule that appointment [unless we both agree that you were unable to attend due to circumstances beyond your control]. Without such notice you will be charged a $50.00 no show and late cancellation fee. It is important to note that insurance companies do not provide reimbursement for such cancelled sessions. I do not make reminder calls so it is important to keep track of your appointments.

CONTACTING ME

Due to my work, I am often not immediately available by telephone. During regular business hours, your call will be transferred to a confidential voice mailbox. I make every effort to return calls within twenty-four hours (one business day) excepting weekends, vacations and holidays. If you are difficult to reach, please inform me of times when you will be available. Messages left after 4pm will not be answered until the following day.

Urgent or Emergent Situations.

If you are experiencing a life threatening emergency, CALL 911 or one of the numbers listed below. I try to be as responsive as possible, but an outpatient psychologist cannot provide the immediacy and level of care available at an urgent care or emergency facility.

If you need to talk to someone right away (in what you decide is an urgent or emergency situation) call 911 or the National Suicide Prevention Lifeline at 1-800-273-TALK (8255) or Austin Travis County’s Psychiatric Emergency Services at 512-472-HELP (4357), or your family physician or get safely to the nearest emergency room.

When I know I am going to be unavailable for an extended time, I will provide the name of a colleague to contact, if we agree to do so. When you do not hear from me (for any number of unforeseeable reasons), or I am unable to reach you, it remains your responsibility to take care of yourself until such time as we can talk.
CONFIDENTIALITY AND LIMITS ON CONFIDENTIALITY

In general, 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. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- 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. 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 your Clinical Record (which is called “PHI” as defined in The Notice).
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient seriously threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection. Texas law provides that a professional may disclose confidential information only to medical or law enforcement personnel if the professional determines that there is a probability of imminent physical injury by the patient to the patient or others, or there is a probability of immediate mental or emotional injury to the patient.

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 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, I must, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought.

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 I have cause to believe that a child under 18 has been or may be abused or neglected (including physical injury, substantial threat of harm, mental or emotional injury, or any kind of sexual contact or conduct), or that a child is a victim of a sexual offense, or that an elderly or disabled person is in a state of abuse, neglect or exploitation, the law requires that I make a report to the appropriate governmental agency, usually the Department of Protective and Regulatory Services. Once such report is filed, I may be required to provide additional information.

If I determine that there is a probability that the patient will inflict imminent physical injury on another, or that the patient will inflict imminent physical, mental or emotional harm upon him/herself, or others, I may be required to take protective action by disclosing information to medical or law enforcement personnel or by securing hospitalization of the patient. These situations occur only rarely in my practice. If such a situation arises, I will make every effort to fully discuss it with you before taking any action. I will limit my disclosure to what is necessary.

PLEASE NOTE: 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 (PHI) about you in your Clinical Record. Your Clinical Record includes your name, address, phone numbers, 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 involve danger to yourself and others, you may examine and/or receive a copy of your Clinical Record if you request it in writing. Because these are professional records, they could be misinterpreted and/or upsetting to the untrained reader. For this reason, I ask you to agree to initially review your record 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 $.25 per page (and for 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 Record, you have a right of review, which I will discuss with you upon your request. You should be aware that pursuant to Texas law, psychological test data are not part of a patient’s record. Texas Law requires that I keep your record for seven years after last contact or three years past attaining majority (age 18) whichever is longer. At that point I may destroy (shred or delete) your record.

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.

MINORS
If you are under eighteen years of age, please be aware that the law may allow your parents the right to examine your treatment records. It is my policy to request an agreement from parents to give up access to their child’s records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. I will also provide them with a summary of your treatment when it is complete. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

PROFESSIONAL FEES
When you use your health plan insurance, my fee is set by your health insurance company. If you choose to self-pay, my basic fee is $170 per session. In addition to appointments, I charge this amount for other services you may need. I prorate the hourly cost when I work for periods of less than one hour (the smallest increment of time being one quarter hour). Other services may include preparation of reports, telephone consults lasting longer than 16 minutes, and time spent performing any other service you may request that is not considered pre or post service work by your health plan. Some services may covered by your plan and others may not be.
PROFESSIONAL FEES (Continued)

Legal/Forensic services. If you become involved in legal proceedings that require my participation, you will be
expected to pay for all of my professional time, including preparation and transportation time and costs, even if I
am called to testify by another party. Because of the difficulty and complexity of such legal involvement, I
charge $200 per hour for preparation and attendance at any legal proceeding (including travel time) payable in
advance.

Rate Changes. Over time my rates may change but when they do you will be informed of these changes if you
are a current patient. I will provide you with at least two months advance notice if I intend to change my rates.
If you are no longer an active patient rate changes will be evident in your new paperwork when you return.

BILLING AND PAYMENTS

You are 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. If you develop difficulty meeting your financial obligations, please discuss
this with me so that we can discuss possible options such as a payment plan or to facilitate your transition to
services you can afford.

Overdue accounts which remain unpaid for over 90 days or for which an agreed upon payment plan has not been
followed may be turned over to a collection agency as a final resort for non-payment. You are responsible for
providing me with all necessary documents and current contact and health plan information (insurance card,
changes in plan or policy or benefits or co-pay) so that my billing service can file your claims. I charge $35.00
for returned checks.

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. 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. 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. If it is necessary to clear confusion, I will be willing to
call the company on your behalf.

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. 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 unless you pay in full out of pocket.

I am required to provide 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.
This information will become part of the insurance company files and will probably be stored in a computer.
INSURANCE REIMBURSEMENT (Continued)

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, and I do not think that doing so would cause you harm. 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].

TERMINATION OF TREATMENT

When you think you have met the goals you set for treatment, my preference is to have one or more “termination” sessions. In this session(s) we will review the progress you have made, identify what was most helpful and what may have been less useful in the process of treatment. We will identify what would be occurring that would indicate that you need to return to therapy.

If at any point during assessment or treatment, I come to believe that you are not benefiting from or are being harmed by the services I am providing, I will discuss these concerns with you. I am ethically prohibited from providing unnecessary and or ineffective treatment. I will work with you to get our treatment plan on track. If I am unable to continue working with you, I will take all reasonable steps to facilitate the transfer of responsibility for your case to another qualified health care provider. This transfer of responsibility may include appropriate pre-termination counseling and referrals.

If you do violence to, threaten, verbally or physically or harass me, the office staff, or my family, I reserve the right to terminate you unilaterally and immediately from treatment. If this were to happen, I will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy.

Termination can also occur when we have had no contact for more than a month and I have no record of further appointments scheduled in my records. In order to return to my care, you would need to renegotiate our treatment relationship. By this I mean we would have to again discuss and determine whether your current concerns and symptoms are those which I believe I have the skills and experience to treat and whether you can make the commitment necessary to address those concerns.

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.

Signature: ___________________________ Date: __________

Witness: ___________________________ Date: __________