

Amy S. McNulty, Ph.D., MSW

309 South Sharon Amity Road
Suite 304
Charlotte, NC 28211

OUTPATIENT SERVICES CONTRACT

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), 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 the 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. The law requires that I obtain your signature acknowledging that I have provided you with information. Please read everything carefully and jot down any questions you might have so that we can discuss them when we meet. When you sign this document, it will represent an agreement between us.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and client, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you wish to address. 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 have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings such as 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 session will involve an evaluation of your needs. By the end of the session, I will be able to offer 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 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 give you some referrals to choose another therapist.

MEETINGS

At the conclusion of the first session, we will both decide if I am the best person to provide the services you need in order to meet your treatment goals. If therapy is begun, I will usually schedule one 45-minute session (one appointment hour of 45 minutes duration) at a time we agree on and as often as we both decide is necessary. **Once an appointment session is scheduled, you will be expected to pay for the session unless you provide at least 24 hours advance notice of cancellation (The late cancel and no-show session fee is \$150.00) It is important to note that insurance does not reimburse for appointments that you do not attend.)**

Initial_____

PROFESSIONAL FEES

My fee is **\$165.00** for the first appointment and **\$150.00** for follow-up appointments. In addition to regular appointments, I will charge this amount for other professional services you may need, though I will break down the cost if I work for periods of less than forty-five minutes. Other services include report writing, telephone conversations lasting longer than ten minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other services you may request of me. 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 costs, even if I am called to testify by another party. (Because of the difficulty of legal involvement, I charge **\$300.00** per forty-five minutes for preparation and attendance at any legal proceedings.)

Initial_____

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 which requires you pay a co-pay and possible deductible. If this is the case, you will be required to pay the co-pay and/or deductible at the time of the session. 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. By law, I am not able to negotiate a fee adjustment for insurance co-pays or deductibles.)

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 client's treatment is his/her name, address, phone numbers, date of birth, social security number, the nature of services provided, and the amount due. (If such legal action is necessary, its costs will be included in the claim.)

Initial_____

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 are ultimately responsible for payment of your sessions. If there is a problem with insurance reimbursement, I will ask you to call your insurance company to work out the problem. **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. **You will be responsible for contacting your insurance company to obtain any initial required authorizations.** 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 a lot can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end.

You should also be aware that your contract with your insurance company may require me to provide information relevant to the services that I provide for you. I am always 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. 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 in writing. By signing this agreement, you agree that I can provide requested information to your carrier.

Initial _____

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 our 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). If you are using insurance, you agree that the insurance benefits filed by me on your behalf will be paid directly to me.

Initial _____

CONTACTING ME

I am often not immediately available by telephone. When I am unavailable, my telephone is answered by confidential voice mail. While I am usually in my office Monday, Tuesday and Wednesday between 6:30 AM and 4 PM and Thursdays between 6:30 AM and 1:00 PM, I probably will not answer the phone when I am with a client. I return all phone calls by the end of business hours Monday through Thursday. I usually check my messages a couple of times on Fridays. I will make every effort to return your call on the same day you make it, with the exception of Fridays, weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available.

I can be reached at 704-996-5399 **only if it is a psychological emergency situation after my normal business hours. If you cannot reach me in a timely manner and need emergency help, you can also contact C.M.C. Randolph Behavioral Health Center at 704-444-2400.** You can also contact your family physician. If however, you are experiencing a life threatening emergency, then go to the nearest emergency room and ask for the psychologist (or psychiatrist) on call or call 911.

ELECTRONIC COMMUNICATIONS

No form of electronic communication is considered one hundred percent secure (including text messages and emails). These forms of communication are not compliant with the Health Insurance Portability and Accountability Act (HIPPA). Thus, I cannot guarantee protection from unauthorized attempts to use or disclose personal information exchanged electronically using text messages and emails. Therefore, I choose to not communicate using these means and ask that all communications be completed by telephone (**704-366-6969**).

SOCIAL NETWORKING

I do not accept requests from current or former clients on any personal social networking site (including Facebook, Linked In, Twitter, etc.) I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy and may blur the boundaries of our therapeutic relationship.

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 or the record makes reference to another person (unless such person is a health care provider) and I believe that access is reasonably likely to cause substantial harm to such other person, 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 review them in my presence or have them forwarded to another mental health professional so that you can discuss

the contents. (I am sometimes willing to conduct a review meeting without charge.) Clients will be charged an appropriate fee for any time spent in preparing information requests. If I refuse your request for access to your records, you have the right of review, which I will discuss with you upon request.

I work with a group of independent mental health professionals, under the name of Randolph Counseling Associates. This group is an association of independently practicing professionals who share certain expenses and administrative functions. While the members share a name and office space, I am completely independent in providing you with clinical services and I alone am fully responsible for those services. My professional records are separately maintained and no member of the group can have access to them without your specific written permission.

CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychologist. 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 these activities, as follow:

*I may occasionally find it helpful to consult with other health and mental health professionals about your case. During a consultation, I make every effort to avoid revealing the identity of my client. 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 have contracts to provide electronic billing to your insurance company and with a collection agency to provide collection of unpaid fees. As required by HIPAA, I have a formal business associate contract with these businesses, in which they promise to maintain confidentiality of this data except as specifically allowed in the contract or otherwise required by law. Disclosures required by health insurers and to collect overdue fees are discussed elsewhere in this document.

*If I believe that a client presents an imminent danger to his/her health or safety, I may be obligated to disclose information in order to take protective actions including initiating hospitalization, contacting family members or others who can 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.

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

*If you are involved in a court proceeding and a request is made for information concerning the professional services that I provided you, such information is protected by the psychologist-client 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 client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.

*If a client files a worker's compensation claim, and my services are being compensated through worker's compensation benefits, I must, upon request provide a copy of the client's record to the client's employer or the North Carolina Industrial Commission.

There are also 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 client's treatment. These situations are unusual in my practice but are as follows:

*If I have cause to suspect that a child under the age of eighteen is being abused or neglected, or if I have reasonable cause to believe that a disabled adult is in need of protective services, the law requires that I file a report with the County Director of Social Services. Once such a report is filed, I may be required to provide additional information.

*If I believe that a client presents an imminent danger to the health and safety of another, I may be required to disclose information to take protective actions including warning the potential victim, if identifiable, contacting the police, or initiating hospitalization of the client.

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. The laws governing confidentiality are quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

Your signature below indicates that you have read the information in this document and agree to abide by its terms and also serves as an acknowledgment that you have received the HIPAA Notice Form described above.

print name

date

client signature

date

print guardian name

date
