

## Client Services Agreement

Welcome to my practice. This document (our Agreement) contains important information about my professional services and business policies. Please read it carefully and write down any questions that you might have so that we can discuss them. This will be a binding agreement between us.

This Agreement also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and client 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. 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. We can discuss any questions you have.

### **ABOUT ME**

I was born in 1955 in North Carolina and spent my early childhood in Virginia and Hawaii. I graduated from Iolani School in 1973. I graduated from Hawaii Loa College with honors in 1978. After working for a few years, I went on to the William S. Richardson School of Law at the University of Hawaii, where I obtained my Juris Doctor with honors in 1984. I then clerked for Associate Justice Frank D. Padgett of the Hawaii Supreme Court before joining the law firm of Case, Kay and Lynch (later Case & Lynch) in 1985. I resigned as a partner of Case & Lynch in 1995 and became Of Counsel to Lynch & Farmer (later Lynch Ichida Thompson Kim & Hirota). I no longer actively practice as a lawyer.

I completed my studies, practica, internship, and dissertation for a Doctorate in Clinical Psychology from Argosy University in Honolulu. My dissertation topic concerned the psychological assessment and treatment of patients with diabetes. I was awarded my doctoral degree in June 2004. I obtained my Hawaii psychology license in 2005. I am a member of the American Psychological Association, the Hawaii Psychological Association, and I am an Ethics Fellow at The St. Francis International Center for Healthcare Ethics.

### **PSYCHOLOGICAL SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personality of both the therapist and the client and the particular problems the client brings. There are many different methods I may use to deal with the problems that you hope 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 few sessions will involve a mutual evaluation of your needs. By the end of the evaluation period, I will be able to offer you my 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 help you set up a meeting with another mental health professional for a second opinion.

#### APPOINTMENTS

My normal practice is to conduct an evaluation that will last from 1 to 2 sessions. During this time, we can both decide whether I am the best person to provide the services that you need in order to meet your treatment objectives. If we agree, I will usually schedule one 45- to 60-minute session per week at a mutually agreed time. **Once this appointment hour is scheduled, you will be expected to pay for it unless you provide at least a day's advance notice of cancellation unless 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.**

#### PROFESSIONAL FEES

Unless there is another written agreement (such as with an insurance provider or government agency), my normal session fee is \$175 for individual psychotherapy. This is my hourly fee also for other professional services, such as report writing, telephone consultations and meeting with allied professionals, preparation of records or treatment summaries, or the time required to perform any other service which you may request of me. In unusual circumstances, you may become involved in litigation which may require my participation. You will be expected to pay for the professional time required even if I am compelled to testify by another party who does not pay.

#### BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, **unless we agree otherwise or you have insurance coverage that I accept.** Payment schedules for other professional services will be agreed to at the time these services are requested. *Insurance plans typically assign a co-pay amount to be paid by the insured, and may also require that the insured pay any sales tax (in Hawaii, General Excise Tax).* In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or installment payment plan. I accept credit some cards.

If your account is more than 30 days in arrears and suitable arrangements for payment have not been agreed to, I have the option of using legal means to secure payment, including collection agencies or 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 the client's name, the nature of the services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

#### INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources are available to pay for your treatment. If you have a health benefits policy, it will usually provide some coverage for mental health treatment. I will provide you with whatever assistance I can in facilitating your receipt of the benefits to which you are entitled, including filling out forms as appropriate. However, you, and not your insurance company, ultimately are responsible for full payment of the fee. Therefore, 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, you should call your insurance company and inquire.

The rising cost of health care has resulted in an increasing level of complexity about insurance benefits, which sometimes makes it difficult to determine exactly how much mental health coverage is available. "Managed Health Care Plans" such as HMOs and PPOs often require advance authorization before they will provide reimbursement for mental health services. These plans are often oriented towards a short-term treatment approach designed to resolve specific problems that are interfering with a person's usual level of functioning. It may be necessary to seek additional approval after a certain number of sessions. In my experience, while quite a lot can be accomplished in short-term therapy, many clients feel that more services are necessary after insurance

benefits expire. Some managed-care plans may not pay for 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 some insurance agreements may require you to authorize me to provide a clinical diagnosis, and sometimes additional clinical information such as a treatment plan or summary, or treatment notes. This information will become part of the insurance company files, and, in all probability, some or all of it will be computerized. All insurance companies claim to keep such information confidential, but once it is in their hands, I have no control over what they do with it. For example, in some cases, they may share the information with a national medical information data bank. I will provide you with a copy of any report I submit, if you request it. **You agree that I can provide requested information to your insurance carrier.**

### **CONTACTING ME**

I am often not immediately available by telephone. While I am usually in my office between 7 a.m. and 6 p.m. weekdays, I usually will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by voicemail. I will make every effort to return your call on the same day you make it. If you are difficult to reach, please leave some times when you will be available. In emergencies, if you cannot reach me, and you feel that you cannot wait for me to return your call, you should call your family physician or the emergency room at the nearest hospital or call “911” and ask for help.

### **PROFESSIONAL RECORDS**

Both law and the standards of my profession require that I keep appropriate treatment records which include what is called Protected Health Information. This includes, for example, 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/or others, or if your clinical record makes reference to another person (other than another health care provider) and I believe that access is reasonably likely to cause substantial harm to such other person, or where information has been supplied to me by others confidentially, 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 situations, I am allowed to charge a copying fee per page and for certain other expenses. If I deny your request for access to your records, you have a right of review (except for information provided to me confidentially by others), which I will discuss with you upon your request.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) provides you with several 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**

Clients under 18 years of age and their parents should be aware that the law allows parents to examine their child’s treatment records unless we have agreed otherwise, or unless I decide that such access is likely to injure the child. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they give up their access to their child’s records. If they agree, then during treatment I will provide the parents only with general information about the progress of the child’s treatment and attendance at scheduled sessions. I will also provide parents with a summary of their child’s treatment when it is complete. Any other communications will require the child’s assent, unless I feel that the child is in danger or is a danger to someone else. In that case I will notify the parents of my concerns. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections the child may have.

### **LIMITS ON CONFIDENTIALITY**

In general, the confidentiality of all communications between a client 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. There are other situations that require only that you provide written, advance consent. **You consent for those activities, as follows:**

1. **Case consultations.** 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 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 will note all consultations in your clinical record.
2. **Administration.** You should be aware that I may work with other mental health professionals and that I may employ administrative staff. In most cases, I may share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without my permission.
1. **Business Associates.** I may also have contracts with other businesses, such as billing agencies. As required by HIPAA, I will have a formal Business Associate contract with any such business, in which the Business Associate promises to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of these organizations.
1. **Insurance.** Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
2. **Photographs, analog or digital recordings.** From time to time I may want to record a treatment session, interview with a third party, or dictate notes from a review of records or an interview. I will do this to document your care and I will retain the ownership rights to these materials. Any such records will be stored in a secure manner that will protect your privacy. These materials ordinarily will not be released or used outside of my professional practice without your express authorization. However, they may potentially be released without separate authorization in the event that your or my interests, rights and responsibilities arising out of this Agreement become the subject of any legal proceedings.
1. **Risk of Harm.** If a client threatens self-harm, I may be obligated to seek hospitalization for the client, or to contact family members or others who can help provide protection.
2. **Electronic Communications.** Please do not use messaging on social networking sites to contact me unless you fully assume the risk that these sites are not secure and I may not read these messages in a timely fashion. Engaging with me in public online could compromise your confidentiality. Potentially, it also may create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart. If you want to contact me between sessions, the best way to do so is by phone. Email or SMS/text messaging are second best for quick, administrative issues such as changing appointment times. Remember, however, that none of these electronic services is truly confidential. Please do not email me content related to your therapy sessions. Be aware that all emails are retained in the logs of your and my Internet service providers. They are, in theory, available to be read by others. You should also know that any emails we exchange may become a part of your legal medical record.

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

1. In most legal proceedings, you have the right to prevent me from providing information about your treatment. However, in some circumstances such as child custody proceedings and proceedings in which your psychological condition is an important element, a court may require my testimony or records if the court determines that resolution of the issues demands it. **If you are involved in or contemplating litigation, you should consult with your attorney to determine whether your attorney might want (or a court might order) me to disclose information.**

1. If a government agency is requesting the information for health oversight activities, I am required to provide it.
1. If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
1. If a client files a worker's compensation claim, I may be required to file a report of the client's injury or treatment.

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 client's treatment. These situations are unusual in my practice:

- If I know or have reason to believe that child abuse or neglect has occurred or that there exists a substantial risk that child abuse or neglect may occur in the reasonably foreseeable future, the law requires that I make a report to the appropriate governmental agency, usually the Department of Human Services. Once such a report is filed, I may be required to provide additional information.
- If I know or have reason to believe that a dependent adult has been abused and/or is threatened with imminent abuse, the law requires that I make a report to the appropriate governmental agency, usually the Department of Human Services. Once such a report is filed, I may be required to provide additional information.
- If I know or have reason to believe that a client presents a clear and imminent danger of violence to an individual or to society, I may be required to take protective actions. These actions may include notifying appropriate professional workers, contacting the police, or seeking hospitalization for the client.

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.

**If you are required by someone such as a court, Department of Human Services, Probation or Parole Officer, Child Protective Services, Social Security, state welfare, or similar agency to attend assessment or therapy sessions, or if someone else is paying your bill, you agree that I may report to them about your attendance and progress in treatment.**

While this written summary of limitations 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 as they arise. The laws and ethical considerations governing confidentiality can be quite complex. In situations where specific advice is required, formal legal advice may be needed. **Although I am a lawyer, you and I agree that I am not acting as your lawyer for purposes of this Agreement or in any other matters.**

Your signature on the one-page Client Registration form, which refers to this Agreement, indicates that we both agree to abide by its terms during our professional relationship. It also serves as an acknowledgement that you have received the HIPAA notice form described above.

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 paid your bill.