

# DAVID A. BEIGEL, L.P.C.

109 Park Washington Court, Falls Church, VA 22046  
(703) 533-5824 x 1 Fax (703) 533-8431

## PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

This description of my professional services and business policies should answer most questions you may have. Please feel free to ask any unanswered questions and to discuss other concerns you may have as the need arises. This Agreement 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 describing these protections and rights. 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 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. This 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

### 1. Professional Services Offered:

I am engaged in the practice of individual, group, and family psychotherapy with children, adolescents and adults. I also provide consultation to schools and other organizations regarding behavioral problems, custody issues, and general treatment concerns.

### 2. Length of Treatment:

Goals of treatment are arrived at by mutual collaboration through exploring the issues and concerns you feel to be most pressing and important. The length of treatment depends upon the goals we establish together. Treatment typically involves meeting one or two times per week. In some instances, other treatment schedules may be useful. The schedule of sessions will be agreed upon during the first few meetings, and may be modified during the course of treatment. It will be very important for you to keep your scheduled appointments in order to receive maximum benefit from treatment.

### 3. Appointments, Fees and Cancellations:

Each session is 45 minutes in length. Group sessions are generally 55 minutes. Longer sessions are sometimes advisable for more intensive individual and family work. Fees for services are described below. Fees generally reflect the usual and customary charges in our area. Please feel free to discuss the fee structure as well as any concerns you might have.

**My billing statement will be mailed or handed to you at the end of the month. Full payment is due within fifteen days of the receipt of the statement unless we agree otherwise.** 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 patient's treatment is his/her name, the nature of the services provided, and the amount due. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. You will be notified in advance of any increase in my fees.

**All scheduled appointments will be billed.** Your session time is reserved for you. You will be billed for all sessions including those missed or canceled unless I am able to fill your appointment time, which I make every effort to do. *Please note that insurance does not reimburse for missed appointments and **requires** that they be so noted on the statement*

Fees for Services:

Individual, parent or family sessions or consultations of 45- 50 minutes duration.....	\$ 250.00
Group Psychotherapy sessions of 55-60 minutes duration.....	\$ 110.00
Meetings outside the office on behalf of client (school conferences, case coordination meetings, agency consultation, etc.), billed per hour including travel time .....	\$ 250.00
Reports prepared on behalf of client, including insurance inquiries, per hour.....	\$ 250.00
Telephone consultations of longer than fifteen (15) minutes Per quarter hour or any portion thereof.....	\$ 65.00

**4. Insurance Reimbursement:**

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. It is very important that you find out exactly what mental health services your insurance policy covers. I will 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.**

You should be aware that your contract with your health insurance company may require that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis and, possibly, a brief substantiation of that diagnosis. Sometimes I am required to provide additional clinical information including dates of treatment and a brief description of the services provided. 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 data bank. 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 insurance company.**

**5. Telephone Accessibility:**

My personal voice mail is on 24 hours a day. I check my phone mail frequently on weekdays and am the only person with access to it. You can leave a confidential message for me at the following number: (703) 533-5824 x 1. If you have a serious clinical emergency, dial (703) 533-0332 and follow the emergency instructions to access the on-call therapist. If your emergency is life threatening, proceed to the emergency room of the nearest hospital and call the emergency number from there.

**6. Physical Health:**

It is frequently useful to have a complete physical examination to rule out any physical condition which may be contributing to or even causing a particular symptom.

**7. Medication:**

If medication is indicated as part of your treatment, I will discuss various referral options with you. If it seems advisable to obtain a psychiatric consultation to assess the need for medication, I will refer you to one of the psychiatrists that I work with or talk with your family physician. The treating psychiatrist or other physician and I should collaborate regularly if medications are being used in conjunction with your psychotherapy

**8. Referral to Other Specialists:**

If during the course of treatment, a referral to a specialist is necessary, I will collaborate with him or her to supplement or replace our therapeutic work as indicated.

## **9. 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 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 the consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep 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 (referred to as "PHI" in my Notice of Policies and Practices to Protect the Privacy of your Health Information).

\*I employ administrative personnel for billing, administrative purposes and quality assurance. These individuals have been given training about protecting your privacy and have agreed not to release information outside of the practice without my permission.

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

\*If a patient 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.

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 court order, or if a subpoena is served on me with appropriate notices. I may have to release information in a sealed envelope to the clerk of the court issuing the subpoena. 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 the patient in order to defend myself.

\*If a patient files a worker's compensation claim, I must, upon appropriate request, provide a copy of any mental health report.

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 highly unusual in my practice.

\*If I have reason to suspect that a child is abused or neglected, the law requires that I file a report with the appropriate governmental agency, usually the Department of Social services. Once such a report is filed, I may be required to provide additional information.

\*If I have reason to suspect that an adult is abused, neglected or exploited, the law requires that I report to the Department of Welfare or Social Services. Once such a report is filed, I may be required to provide additional information.

\*If a patient communicates a specific threat of immediate physical harm to an identifiable victim, and I believe he/she has the intent and the ability to carry out the threat, I am required to take protective actions. These actions may include notifying the potential victim or his/her guardian, contacting the police, or seeking hospitalization for the patient.

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 the 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 either now or in the future.

## **10. 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, you may examine and/or receive a copy of your Clinical Record if you request it in writing. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon your request.

## **11. 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 a 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.

**12. Minors and Parents:**

Children of any age have the right to independently consent to and receive mental health treatment without parental consent and, in that situation, information about that treatment cannot be disclosed to anyone without the child's agreement. While privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, parental involvement is also essential to successful treatment. I request an agreement between my adolescent patient and his/her parents allowing me to share general information about the progress of the adolescent's treatment and his/her attendance at scheduled sessions. I will also provide parents with a summary of treatment when it is complete. Any other communication will require the adolescent's authorization, unless I feel that he/she 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 adolescent, if possible, and do my best to handle any objections he/she may have.

**13. Interruptions in Treatment:**

When, on occasion, I must be out of town, I will try to inform you of my absence in advance. Support from one of my colleagues will be available in the event of a crisis during this period of time. I will also help to arrange consultation with another therapist should you wish on-going support while I am away.

Whenever you might wish to better understand a particular procedure or technique in treatment, please feel free to ask me any questions you may have. It is important for you to have a good understanding of treatment and to have your questions addressed. There are often times in treatment when greater anxiety or depression may be experienced for a short period, as a stage in growth or development. This and other similar experiences may be quite normal and can be useful to discuss as a part of treatment.

David A. Beigel, L.P.C.

**Policy Statement**

**David A. Beigel, L.P.C.  
Licensed Professional Counselor**

**Policy Statement Signature Page**

**I HAVE READ THE ABOVE POLICIES, UNDERSTAND AND AGREE TO THEM**

Name of patient: \_\_\_\_\_

Name of Person responsible for payment: \_\_\_\_\_

\_\_\_\_\_  
Signature (of person responsible for payment)

\_\_\_\_\_  
Date