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Patient Services Agreement

Welcome to my practice. This document 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 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 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.

When you sign this document, it will represent an agreement between us. You may revoke this Agreement in writing at any time, which will invalidate the agreement from that point on. However, if your insurance carrier needs information to process claims or if you have not satisfied any financial obligations you have incurred, the agreement will stand.

PSYCHOTHERAPEUTIC/PSYCHOLOGICAL SERVICES

During our initial consultation(s), we will work together to establish the needs, concerns, and goals for your child and/or family. This will in most cases involve a formal diagnosis, and in some cases, more than one consultation session will be needed to establish relevant current and historical information. If, as a result of our consultation, it appears that your child is in need of a psychological assessment, we will discuss the purpose of such an assessment and if you are in agreement, we will schedule a testing session and a feedback session to review the results and recommendations. If, as a result of our consultation, it appears that your child and/or family may benefit from psychotherapy, then we may agree to meet for psychotherapy sessions, which generally occur on a scheduled basis. If instead it appears that I would not be an appropriate source of further assistance, then I will suggest alternatives and make referrals accordingly. If we are not able to meet on a schedule that suits you, or that does not meet your needs (e.g., when we can not meet often enough), I will be happy to suggest alternatives and make referrals accordingly.

If psychotherapy sessions appear to be appropriate, our first few sessions will involve an evaluation of the needs of your child and/or family. By the end of this evaluation, we will establish a treatment plan outlining the issues we will work on and the desired goals/outcomes. In order for therapy to be most successful, it will be essential for your child and/or family to work on various skills both during our sessions and at home between sessions. If you have any problems or concerns about the course or treatment, please discuss them with me immediately. If your concerns continue, I will be happy to help you set up a meeting with another mental health professional if you so desire. It is certainly your choice if you decide not to continue services for your child and/or family. I will also not agree to work with your child and/or family if I do not believe that there is a reasonable chance that we can work productively together.

MEETINGS

For *psychological assessment services*, I generally conduct an initial intake interview to obtain background information and clarify what testing may be warranted. We will then schedule a testing session that may last from two to six hours, depending on the referral concerns. A psychological assessment may also consist of me talking to your child's teachers with your permission. Upon completion of the assessment, we will meet to discuss the findings and recommendations. You will also be provided with a written report including this information.

For *psychotherapy services*, I typically schedule psychotherapy sessions once per week or biweekly for 45 - 50 minutes at a time we agree on. It is important for me to keep appointments on this schedule so that I have time between sessions to write progress notes, consult with other professionals as needed, and return phone calls.

Although I make every effort to avoid interruptions and delays, I may occasionally be unavailable for part or all of our regularly scheduled appointments (e.g., due to emergencies with other patients). These possible interferences are sometimes unavoidable. I will try to provide you with a new appointment as soon as possible should this ever occur.

Appointments are contracted time. When you make an appointment with me, I set aside that time to spend with you. Unlike many healthcare practices, I do not "overbook" my time. If you are unable to make a scheduled appointment, *please cancel 24 hours prior to the appointment time* so that I can offer the time to another client. If you do not cancel at least 24 hours prior to your appointment time, you will be responsible for the session fee. If you are late for a session, you will most likely miss part of your therapy time.

PROFESSIONAL FEES

I charge for all of my professional services. You will be expected to pay for each professional service at the time it is delivered, unless we agree otherwise beforehand.

Psychotherapy: Unless otherwise communicated to you and agreed upon: My current fees are *\$140 for the initial 50-minute session* and *\$130 for each subsequent 50-minute session*. If I have an agreement with your insurance company to accept a different fee, I will honor that agreement.

Psychological Testing: Psychological testing requires a great deal of professional time and can therefore be quite expensive. I charge \$130.00 for each hour of time spent administering, scoring, and writing reports of test results. A \$500 deposit is due on the date of testing, with the remainder due during the feedback session. If you are considering a psychological evaluation, I can provide you with my best estimate of what the cost will be in a brief conversation. I also require that you attend an initial interview appointment during which we will discuss testing options, schedules, and any other questions you might have. You should also check with your insurance company specifically about whether psychological testing for a particular issue is covered under your policy. Generally, insurance companies will not reimburse for testing to determine whether a learning disability is present.

Other Professional Services (including phone conversations): I charge \$130 per hour for other professional services you might need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 15 minutes, consulting with other professionals with your permission, school observations/consultations with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me.

Legal consultations: Legal consultations (e.g. documents prepared for attorneys, telephone consultations with them, etc.) are charged at \$250 per hour. 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 time, transportation costs, ancillary expenses, etc., even if I am called to testify by another party. You will be expected to pay me for my time in or at court (e.g., while waiting for testify when I've arrived when instructed, but not called upon until later), even when I am called to testify for another party. I will also require a \$2500 retainer prior to being called to testify in court. Whatever portion of this retainer remains following the court proceedings will be reimbursed.

BILLING AND PAYMENTS

You will be expected to pay for each service at the time it is provided, unless we make other prior arrangements. Checks, cash, and credit card payments are acceptable. You may keep your credit card information on file with me so that I can easily charge each service as it is provided.

I collect co-pays at the time of service. If you are uncertain of your co-pay, please call your insurance company (there is usually a toll-free number on the back of the insurance card). My current fees are \$140.00 for the first 50-minute session, and \$130.00 for each subsequent 50-minute psychotherapy session.

Unpaid balances should never accrue. If your account has not been paid for more than 90 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.

INSURANCE REIMBURSEMENT

You (not your insurance company) are responsible for full payment of my fees. Insurance companies often take 4-6 weeks to process a claim, so expect a delay. You will typically receive an explanation of your benefits before I receive payment. I suggest you keep a log of your sessions and your payments to me. If you have a restriction on the number of visits, I suggest you keep track of the number of visits we have.

If I am not a provider for your specific insurance company, I will not be considered an "in network" provider. If you have a health insurance policy, it will usually provide some coverage for mental health treatment, and it might do so by considering me an "out of network" provider. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled, if you choose to submit claims after you have paid me in full for the service(s) I provide. Payment is always due at or before the time of service.

If you wish to file claims with an insurance provider, you should be aware that your contract with your health insurance company requires that I provide information relevant to those services. For example, I would be required to provide a clinical diagnosis in order for you to file claims and I might be required to provide additional clinical information such as treatment plans or summaries. 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 this information once it is in their hands. By signing this Agreement, you agree that I can provide requested information to your insurance company. You always have the right to pay for services yourself, and can avoid the problems described above by not filing for reimbursement.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information (PHI) about you in your Clinical Record. Pursuant to HIPAA, I might keep Protected Health Information about you in two sets of professional records.

1. *Clinical Record.* Your clinical record includes information about your reasons for seeking therapy for your child and/or family, the ways in which these problems impact life for your child and/or family, the diagnosis, the goals set for treatment, progress towards these goals, medical and social history, treatment history, any past treatment records received 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 where information has been supplied to me confidentially by others, or the record makes reference to another person (unless such other 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 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 \$1 per page (and for certain other expenses). If I refuse your request for access to your records, you have a right of review (expect for information supplied to me confidentially by others), which I will discuss with you upon request.

2. *Psychotherapy Notes.* These Notes are for my own use and are designed to assist me in providing your child and/or family with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact therapy. They also contain particularly sensitive information that you, your child, and/or your family may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes would be kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and can not be sent to anyone else, including insurance companies, without your written, signed Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

MINORS & PARENTS

The law allows parents of unemancipated patients under 18 to examine their child's clinical record unless I decide that such access is likely to injure the child, or we agree otherwise. 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 consent to give up their access to their child's records. If they agree, during treatment, I will provide them only, at the parent's request, with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. If requested in writing, 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.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communication between a patient and a psychologist. In most situations, I can only release information about your child and/or family's 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.
- You should be aware that I practice with other healthcare professionals and that I employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the healthcare 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 the permission of a professional staff member.
- I might have contracts with an electronic billing clearinghouse. As required by HIPAA, I would have a formal business associate contract with this business, in which it promise 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 and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

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 the professional services I provided you, such information is protected by the psychologist-patient 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 an 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 am required to provide it to them.
- I may disclose relevant information regarding a patient in order to defend or protect myself (for example, if a patient files a complaint or lawsuit against me).

- If I am treating a patient who files a workers' compensation claim, I may, upon appropriate request, be required to provide otherwise confidential information to the patient's employer, the insurer, or the Workers' Compensation Commission.

There are some situations in which I am legally obligated to take actions which I believe are necessary to attempt to protect myself or 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 receive information that gives me reason to believe that a child's physical or mental health or welfare has been or may be adversely affected by abuse or neglect, or by acts or omissions that would be abuse or neglect if committed by a parent or other caretaker, the law requires that I file a report with the county Department of Social Services. If I believe that a child has been or maybe abused or neglected by any other person, I must report that to the appropriate law enforcement agency. Once such a report is filed, I may be required to provide additional information.
- If I have reason to believe that a vulnerable adult has been or is likely to be abused, neglected, or exploited, the law requires that I file a report to the Adult Protective Services Program. Once such a report is filed, I may be required to provide additional information.
- If I believe that a patient presents a clear and substantial risk of imminent, serious harm to another, I may be required to take protective action, including notifying the potential victim, contacting the police, and/or seeking hospitalization for the patient.
- 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.
- If a patient reveals his or her intent to commit a crime, I may be required to take preventative action, such as calling the police.

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 exceptions to confidentiality should prove helpful in informing you about the 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.

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 the following:

- You can request that I amend your record.
- You can request restrictions on what information from your Clinical Record is disclosed to others.
- You can request 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.
- You can have any complaints you make about my policies and procedures recorded in your records.
- You have the right to a paper copy of this Agreement.
- You have a right to a paper copy of the notice form and my privacy policies and procedures.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone, as when I am in the office, I am often with clients. I am generally in the office Mondays, Wednesdays (until 2), and Thursdays, although my hours each day may vary. I am generally not in the office on Tuesdays or Fridays. When I am unavailable, my telephone is answered by voice mail. *I will make every effort to return your call within 24-48 hours, with the exception of weekends and holidays.* If you are difficult to reach, please inform me of some times when you will be available. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

I will also provide you with my email address. However, I use email *solely for administrative purposes* such as scheduling appointments. Any issues that you need to email me about will be discussed during our next appointment and not via email. Email should never be used in the case of an emergency.

In case of emergency (e.g. your child and/ or a member of your family needs immediate help to maintain his/her safety) you may call the Mobile Crisis program at (843) 727-2086, which can respond 24 hours per day. Or, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. You can also call 911 or go to a local hospital emergency room. Please ask the professionals who see you to attempt to contact me so that I may provide a consultation to them for the purposes of your treatment.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS. YOUR SIGNATURE BELOW ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE BEEN OFFERED A COPY OF MY SUMMARY OF PATIENT PRIVACY NOTICES FORM, WHICH IS POSTED IN MY OFFICE.

Please print

Client's name: _____

Your name (parent/guardian): _____

Your signature: _____ Date: _____

Witnessed by interviewer: _____ Date: _____

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This signed original will remain in your chart. A copy of this form will be provided to you at your request.

South Carolina provides the consumer the opportunity to file inquiries with its Board of Examiners in Psychology.
Board offices may be reached at:

South Carolina Board of Examiners for Psychologist, Counselors, & Therapists
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