

# NANCY IREY HOLMES, PSY D

## Licensed Psychologist

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### **AGREEMENT AND INFORMED CONSENT FOR TREATMENT**

#### **1) Treatment 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 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 Notice of PRIVACY Practices (the Notice) for the use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is included with 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 provided you with this information at the start of treatment. Although these documents are long and sometimes complex, it is important that you read them carefully. You will also receive a copy of this information to keep. We can discuss any questions you have about them after you have read them. Please make sure to let me know if there is any part that you do not understand. When you sign this document, it will also represent an agreement in writing at any time. That revocation will be binding on me unless I have taken action concerning it, re: 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.

#### **2) Psychological Services**

Psychotherapy has both benefits and risks and there are different types of therapy. It varies depending on the personalities of the psychologist and client and the particular problems you are experiencing. All psychotherapy requires an active investment of your time and energy, both in and outside our sessions, in order to make the process of therapy most successful. Occasionally, individuals go through periods which may result in emotional discomfort, changes in their relationships or temporary worsening of their symptoms. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems and/or significant reductions in feelings of distress, but there is no guarantee of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of this time 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 opinions of whether you feel comfortable working with me and we can both decide if I am the best person to provide the services

you need in order to meet your treatment goals. Therapy involves a large commitment of time, money and energy so you should be very careful about the therapist you select. If psychotherapy is begun, I will usually schedule one 45 minute session per week at a time that we agree upon, although we can decide on a different frequency if your situation calls for it. At certain times I may request that you have a medical or psychiatric evaluation to aid in treatment. Periodically we will also review your goals and progress together. Remember, you always retain the right to request changes in treatment or to refuse treatment at any time and for any reason. However, it is my hope that if you have concerns about your treatment or you wish to stop, you will discuss these with me first and we will try to adjust our approach. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion. Your input is important.

### 3) Office Policies

**A. Phone Access and Emergencies:** I check my voicemail often and attempt to return phone calls within 24 business hours. You may leave a phone message at any time (please do not text). I make a genuine attempt to return phone messages on week days. I do not return calls on weekends. Since voice mail technology is not error proof, if you have not heard back from me by the end of the next business day, please feel free to call again since it's likely that I did not receive your original message. If you are not able to reach me and you are having an emergency, please call the crisis line: Portland (503) 988-4888 or Deschutes County (541) 322-7500 or if this a life threatening emergency, call 911 or go to the nearest Emergency Room. If I am out of town and thus not checking my messages, another therapist will be covering for me and his or her phone number will be noted on my voicemail message to call as a back up person. Should you need either extensive phone contact or an office visit, my on-call colleague will bill you at his or her own standard rate. You will need to check if your insurance covers that therapist.

Because of my limited phone access and availability outside of the office visit, I have chosen not to work with clients who are suicidal or who hold suicide as an option. I also may contact support persons listed in the intake information for additional client support.

**B. Billing:** The fee for the first consultation/interview session is due in full at the time of that session. Unless we have agreed on another arrangement, you will be responsible for paying your bill in full at the time of each session (for example if you are using insurance and have verified coverage with them). If insurance is paying a portion of this fee directly, you must still cover the deductible (if any) and provide the co-payment at the time of the session. I would appreciate your bringing to the session a check already made out so we may use our entire time on your concerns.

Fees may also be charged on a pro-rated basis for other professional activities necessary for good clinical care or for professional services you may need or request of me. These include: time spent in letter and report writing or treatment summaries on your behalf; telephone consultation time initiated by you that is longer than 10 minutes; consultation time with others on your behalf; and/or scoring and analysis of evaluation measures. If you become involved in legal proceedings that require my participation, you will be expected to pay for all 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 \$400.00 per hour for preparation and attendance at any

legal proceeding. Unless other arrangements have been made, fees for legal arrangements must be paid ahead of time.

- C. Appointments and cancellations:** Appointments must be made directly with me. If you know more than two days ahead of time that you will be away or need to change the time of our session, I will do my best to accommodate the change and will not bill you for a missed session. However, if you cancel less than 48 hours in advance of your session time or do not show up for your appointment (except in cases of emergency that we both agree was such), you will be billed 100% of your usual fee per session. It is important to note that insurance companies do not provide reimbursement for cancelled or missed sessions so you will be personally responsible for direct payment for the missed session to me.

#### 4) Health Insurance

If you are using a health insurance benefit in paying for psychotherapy services, you need to be aware of what this means. Your health plan requires cooperation between client, provider and insurance company to provide services as efficiently as possible. Health insurance companies usually limit mental health coverage to:

- A.** Services that determined to be “medically necessary” for an individual. Medical necessity is usually defined as qualifying for a covered DSM Axis I or ICD diagnosis (acute symptoms). Most insurance companies do not cover couples treatment.
- B.** Conditions that are able to be treated by short-term, goal orientated approaches whenever possible.

This means your insurance company will cover a limited number of office sessions to work on your problem as intensely as possible with the focus of eliminating acute problems. Your case may be reviewed by a utilization/quality assurance group set by the insurance company and in many cases I will be required to provide information about your treatment as well as a diagnosis. They may even refuse to cover your sessions or limit the number of sessions they will authorize. Some insurance plans require preauthorization or they will not cover even your first meeting and many require periodic reauthorization of a block of sessions for ongoing treatment. You are responsible for obtaining the initial preauthorization if it is necessary. It would very helpful if you would check the specifics of your insurance benefits, if any, prior to our first meeting. If you need help with this, you may call and I’ll be happy to help. You remain responsible for your entire bill regardless of whether insurance covers treatment costs, or whether or not you are the primary insured person.

Please voice any concerns you may have at our first meeting so that we can further discuss if this arrangement meets your needs. You always have the choice to pay for my services out-of-pocket rather than utilize insurance. While much can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end. If you exhaust your insurance benefits and you wish to continue seeing me for therapy, we will need to see whether or how we can negotiate that arrangement. If not, I would help you to find treatment that you can afford.

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. If you have an Oregon

insurance policy with the state law requirement that by accepting policy benefits you are deemed to have consented to examination of your Clinical Record for purposes of utilization review, quality assurance and peer review by the insurance company, then I may provide clinical information to your insurer for such purposes. 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 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 carrier.

## 5) **Confidentiality and Limits on Confidentiality**

Confidentiality is a cornerstone of effective psychotherapy and the law protects the privacy of communications between a client and a psychologist. HIPPA allows me to use or disclose confidential information (including but not limited to PHI) for the purposes of treatment, payment and health care operations (see Notice for definitions) with your informed written consent, signified by signing this document. In most situations, for purposes outside of treatment, payment and healthcare operations, I can only release information about your treatment to others if you sign a written Authorization Form that meets certain legal requirements imposed by state law and/or HIPPA. However, there are some additional important legal and ethical exceptions to complete confidentiality that you should be aware of and some situations in which I am permitted or required to disclose the information without either your consent or Authorization. In all cases I will try to disclose only the information that is minimally necessary to meet the needs of the situation.

- A. Serious Threat to Health or Safety:** If I learn that you intend to kill or seriously harm either yourself or another person(s) and I judge that there is a clear and substantial risk of imminent danger of that happening, I may breach confidentiality to the extent necessary to protect you or others and take actions which could include seeking hospitalization for you or contacting family members of others who can help provide protection. This could also include notifying the potential victim(s) or contacting the police.
- B. Child Abuse:** If I have reasonable cause to believe that a child with whom I have had contact has been abused I may be required to report the abuse. Additionally, if I have reasonable cause to believe that an adult with whom I have had contact has abused a child, I may be required to report the abuse. In any child abuse investigation I may be compelled to turn over PHI. Regardless of whether I am required to disclose PHI or to release documents, I also have an ethical obligation to prevent harm to my clients and others. I will use my professional judgment to determine whether it is appropriate to disclose PHI to prevent harm.
- C. Mentally Ill or Developmentally Disabled Adults:** If I have reasonable cause to believe that a mentally ill or developmentally disabled adult who receives services from a community program or facility has been abused, I may be required to report the abuse. Additionally, if I have reasonable cause to believe that any person with whom I come into contact has abused a mentally ill or developmentally delayed adult, I may be required to report the abuse.

Regardless of whether I am required to disclose PHI or to release documents, I also have an ethical obligation to prevent harm to my clients and others. I will use my professional judgment to determine whether it is appropriate to disclose PHI to prevent harm.

- D. Other Abuse:** I may have an ethical obligation to disclose your PHI to prevent harm to you or others.
- E. Medical:** I may disclose information that would facilitate treatment of a medical emergency.
- F. Court Proceedings/Subpoena:** If you are involved in or anticipate becoming involved in any legal or court related proceedings, please notify me as soon as possible. It is important for me to understand how, if at all, your involvement in these proceedings might affect our work together. Your PHI may become subject to disclosure if any of the following occur: If you become involved in a lawsuit and your mental or emotional condition is an element of your claim or if a court orders your PHI to be released or orders your mental evaluation. I may have to release your records when ordered to do so by the court after being served with a valid subpoena. However, I will make every effort to discuss this with you beforehand. If our treatment involves more than one family member, please be aware that my treatment record may contain information about more than one person involved in the family.
- G. Government Health Oversight:** If a government agency or the Oregon State Board of Psychologist Examiners is requesting the information for health oversight activities, I may be required to provide it for them.
- H. Legal Defense:** If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- I. Worker's Compensation Claim:** If you file a Worker's Compensation Claim, this constitutes authorization for me to release your relevant mental health records to involved parties and officials. This would include a past history of complaints or treatment of a condition similar to that involved in the Worker's Compensation Claim.
- J. Insurance or Fee Collection:** As discussed elsewhere in this Agreement, if you ask me to utilize your health insurance, I will probably have to release information regarding your diagnosis or treatment in order to complete your claim. Most insurance companies also retain the right to conduct periodic audit review of records. Similarly, I may pursue collection of overdue fees without further authorization.
- K. Colleagues On-Call:** When I am away and not taking calls or receiving messages, I will have a professional colleague on-call for me. Since this person changes from time to time, if you have an emergency that requires him/her to either talk with you by phone or set up an office visit, we will not complete a separate authorization but they will adhere to the same standards of privacy and confidentiality described in this document.
- L. Consultation:** At times I may find it helpful, on your behalf, to consult with other health and mental health professionals who are not involved with your case to ensure you that you receive the best treatment possible. During a consultation I make every effort to avoid revealing your identity. The other professionals are also legally bound to keep the information confidential. I will assume that this is acceptable to you unless you notify me in writing and I will not tell you about these consultations unless I feel that it is important to our work together. If significant treatment decisions are affected by a consultation, I will note that in your Clinical Record.

If any of these situations arise, whenever possible I will make every effort to fully discuss it with you before taking any action and I will limit my disclosures to what is minimally necessary. 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.

## **6) Professional Records**

You should be aware that, pursuant to HIPPA, I sometimes keep Protected Health Information about you in two sets of professional records:

One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts 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. I usually review the records with you and allow you to add a note indicating changes which will become part of your clinical record. 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. If I refuse your request for access to your Clinical Record, you have a right of review which I will discuss upon request.

In addition, I also sometimes keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you 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 on your therapy. They may also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may request to examine and/or receive a copy of your Psychotherapy Notes unless I determine that such disclosure would be injurious to you.

## **7) Client Rights**

HIPPA 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 that is disclosed to others; requesting an accounting for most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected health 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. Should you wish to utilize any of these rights, please request them in writing and I can provide you with the proper form or procedure.

**8) Minors and Parents**

Clients under 14 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. 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 the child's records for children between the ages of 14 and 18. If they agree, during treatment I will provide them only with general information about the progress of the child's treatment as well as his/her attendance at scheduled sessions. If requested I will also provide parents with either a verbal or written 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.

**9) Agreement and Consent to Treatment**

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS:

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian of Minor Child

\_\_\_\_\_  
Date

THIS FORM HAS BEEN DISCUSSED AND A COPY GIVEN TO THE CLIENT:

\_\_\_\_\_  
Signature of Doctor

\_\_\_\_\_  
Date