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PSYCHOLOGIST-PATIENT SERVICES AGREEMENT [NEW YORK]

This document (the Agreement) contains important information about our 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 we 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 we obtain your signature acknowledging that we have provided you with this information at the end of this visit. 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 the procedures. When you sign this document, it will also 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 patient, and the particular problems you are experiencing. There are many different methods we 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 like 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 an evaluation of your needs. By the end of the evaluation, we 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 us. Therapy involves a large commitment of time, money, and

energy, so you should be very careful about the psychologist you select. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

MEETINGS

During our initial visits, you and we can decide if the services you need in order to meet your treatment goals are services we can provide. If psychotherapy is begun, we will schedule 50-minute visits. These visits will occur on Mondays through Thursdays. When you schedule an appointment, it is very important that you plan to keep the appointment. **Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation for visits on Tuesdays, Wednesdays, and Thursdays, and four (4) days advance notice of cancellation for visits on Mondays.** Additional visits are suspended until you pay for missed appointments. We make exceptions to this rule when a sudden illness or an emergency makes it impossible for you to provide us with the required notice. It is important to note that insurance companies do not provide reimbursement for cancelled visits.

PROFESSIONAL FEES

Our fees are \$150 for the initial visit, \$110 for 60-minute visits, \$1500 for psychological testing with written reports, and \$60 for 30-minute visits. We charge these amounts for other professional services you may need, including report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, preparation of treatment plans, and the time spent performing any other service you may request of us. If you become involved in legal proceedings that require our participation, you will be expected to pay for all of our professional time, including preparation and transportation costs, even if we are called to testify by another party. Because of the difficulty of legal involvement, we charge \$220 per hour for preparation and attendance at any legal proceeding.

CONTACTING US

Due to our work schedules, we are often not immediately available by telephone. When we are unavailable, our telephone is answered by our secretary or voicemail. We will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. In urgent emergencies, patients can call 410-937-3177. If your call is not promptly returned or you feel you cannot wait for a return call, call 911, go to the nearest emergency room, or contact your family physician. If we are unavailable for an extended time, we will provide you with the names of other psychologists whom you could contact.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, we 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 the Acknowledgement Sheet for this Agreement provides consent for those activities, as follows.

- We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of our patient. The other professionals are also legally bound to keep the information confidential. If you do not object, we will not tell you about these consultations unless we feel that it is important to our work together. We will note all consultations in your Clinical Record (which is called “PHI” in our Notice of Psychologist’s Policies and Practices to Protect the Privacy of Your Protected Health Information).
- We employ administrative staff. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. 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 psychologist’s permission.
- We also have a contract with an accounting firm. As required by HIPAA, we have a formal business associate contract with this business in which the firm promises to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, we can provide you with the name of this organization and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient threatens to harm himself/herself, we 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 we are 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 that we provided you, such information is protected by the psychologist-patient privilege law. We 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 us to disclose information.
- If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.

- If a patient files a complaint or lawsuit against us, we may disclose relevant information regarding that patient in order to defend ourselves.
- If we are providing treatment for conditions directly related to a worker's compensation claim, we may have to submit such records, upon appropriate request, to the Chairman of the Worker's Compensation Board on such forms and at such times as the chairman may require.

There are some situations in which we are legally obligated to take actions which we believe are necessary to attempt to protect others from harm, and we may have to reveal some information about a patient's treatment. These situations are unusual in our practice.

- If we receive information in our professional capacity from a child or the parents or guardian or other custodian of a child that gives us reasonable cause to suspect that a child is an abused or neglected child, the law requires that we report to the appropriate governmental agency, usually the statewide central register of child abuse and maltreatment, or the local child protective services office. Once such a report is filed, we may be required to provide additional information.
- If a patient communicates an immediate threat of serious physical harm to an identifiable victim, we may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.

If such a situation arises, we will make every effort to fully discuss it with you before taking any action, and we will limit our disclosure to what is 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 we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of our profession require that we keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others or where information has been supplied to us confidentially by others, 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, we recommend that you initially review them in our presence or have them forwarded to another mental health professional so you can discuss the contents. We will charge a fee for copying and certain other expenses, as allowed by law. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that we amend your record; requesting restrictions on what information from your Clinical Records 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 our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice Form, and our privacy policies and procedures. We are happy to discuss any of these rights with you.

MINORS & PARENTS

Patients under 18 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. Even where parental consent is given, children over age 12 may have the right to control access to their treatment records. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment, particularly with younger children. For children age 12 and over, we request an agreement between our patient and his/her parents allowing us to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. We 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 we feel that the child is in danger or is a danger to someone else, in which case we will notify the parents of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

BILLING AND PAYMENTS

You will be expected to pay for each visit at the time of the visit unless you have insurance coverage that requires another arrangement. Payment can be made by cash, check, VISA, or MasterCard. If your check is returned for insufficient funds, we will request immediate payment by cash, credit card, or bank cashier's check and add an additional \$30 "bad check" fee. Additional visits are suspended until you pay for returned checks. Payment schedules for other professional services will be agreed to when they are requested.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court, and this will require us to disclose otherwise confidential information. In most collection situations, the only information we release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

INSURANCE REIMBURSEMENT

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. We recommend that you find out what mental health services your insurance policy covers. Read the section in your insurance coverage booklet that describes mental health services and call your plan administrator. If your plan is one with which we have had experience, our secretary may also be helpful as you try to understand your coverage.

Please keep in mind that you are responsible for the payment of our fees. Since we are nonparticipating providers with most insurance companies, their payments will be made to you. Our only interaction with your insurance or managed care company is likely to be the completion of treatment plans. It is your responsibility to determine if treatment plans are required and when they are to be submitted. **We will complete treatment plans only with you or your representative (if you are a minor) present.** All treatment plans must be completed during your visit with us, consequently. As authorizations from insurance companies expire, it is your responsibility to have us prepare new treatment plans.

If we are participating providers in your health insurance plan, you have already given our secretary permission by phone to contact your insurance company and verify your benefits. The payment you make at the visit, known as a “copayment,” is specified by the insurance or managed care company. We are responsible for obtaining authorization for your visits and for submitting insurance claims. Your contract with your health insurance company requires that we disclose information relevant to the services that we provide to you. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, we 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, we 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. We will provide you with a copy of any report we submit, if you request it. By signing the Acknowledgement Sheet, you agree that we can provide requested information to your insurance company.

If we are participating providers in your health insurance plan, we would be unable to continue providing you with services if one of the following events occurs. If one of the following events occurs, we will do our best to help you find another provider. (1) You instruct us not to send requested information to insurance or managed care companies. This could result in claims not being paid. (2) Your insurance company fails to make payments on claims. (3) Your benefits end or our contract with your insurance company ends, and your plan does not allow us to continue providing you with services.

Your signature on the separate Acknowledgement Sheet indicates that you have read this agreement and agree to its terms and also serves as an acknowledgement that you have received the HIPAA Notice Form described above.

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