

JOY PICCOLINO, PSY.D.  
*Licensed Psychologist*

PSYCHOLOGIST-PATIENT SERVICES 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), 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 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. 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 these documents at the first appointment. When you sign this document, it will also represent an agreement between us. 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 satisfied any financial obligations you have incurred. **You should be aware that this Agreement will be in effect for one year from the date of signing or until therapy is terminated, whichever is longer, unless you specifically request that it remain in effect for a shorter time. This contract, or any provision of this contract, can be revoked by you at any time, except to the extent that I have relied on it to take action.**

#### 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 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 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. Next, if you decide to continue with therapy, we will develop treatment goals together. 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.

#### SESSIONS

I normally conduct an evaluation that will last from 1 to 2 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one session per week. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours 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.** If it is possible, I will try to find another time to reschedule the appointment.

#### PROFESSIONAL FEES

My hourly fee is \$235 for the initial diagnostic session and \$195 for 60-minute therapy sessions and \$155 for 45-minute therapy sessions. In addition to weekly appointments, I charge \$195 for other professional services you may need, though I will break down the hourly cost into 15-minute increments if I work for periods of less than one hour. Other services include report/letter writing, telephone conversations lasting longer than 15 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me.

I also conduct psychological testing at a rate of \$200 per hour. Time billed is for test administration, as well as scoring and interpretation. If you are using your insurance to pay for psychological testing, it will be billed only by the hour (a requirement of the insurance companies, except for Medicaid). If you are paying privately or have Medicaid, billing will be in 15-minute increments.

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 and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$390 per hour for preparation and attendance (portal to portal) at any legal proceeding, with a minimum of 2 hours.

### **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. I accept cash, checks, Visa and MasterCard. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. Accounts are due 30 days after billing. Overdue accounts may be charged interest at a rate of 1.5% per month.

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 services provided, and the amount due. If such 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 you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms and 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.* Although I may be a provider for your insurance company, there are many different plans, and it is very important that you find out what level of coverage your insurance policy has for mental health services specifically with me. If I am not a provider for your insurance company, you may have out-of-network benefits that you could use to help pay for your therapy/evaluation with me. You would need to contact your insurance company to determine the level of coverage you have in such a situation.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

You should also be aware that your contract with your health insurance company requires that I provide them with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. 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 medical information databank. 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.

*It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above.*

### **CONTACTING ME**

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, my telephone is answered by confidential voice mail that I monitor frequently during my work days (Monday-Thursday). I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you leave a message late in the day on Thursday, I may not be able to return your call until the following Monday. If you are difficult to reach, please inform me of some times when you will be available. In emergencies, if you have been unable to reach me at the office or if it is after hours, you can try me on my cell phone at 952-210-6126. *Please do this for true emergencies only.* If you are still unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. You may also call Crisis Connection at 612-379-6363. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

You may contact me by email at [DrJoy@DrJoyPiccolino.com](mailto:DrJoy@DrJoyPiccolino.com). Please keep in mind that email technology is not secure and I may not be able to respond immediately. I do not check my email according to a planned schedule, so emergencies or situations requiring my rapid attention should definitely not be sent by email. Email messages are best kept to requests for me to contact you and to work out scheduling, with information about how and when I can reach you.

## 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 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.
- In the event of my death or incapacitation, access to your records will be given to executors of my professional will for the purpose of notifying you and for maintenance of your file until such time as your records may be destroyed.
- 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 to you, 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 a court order from a judge. 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, pursuant to their lawful authority, 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 that patient in order to defend myself.
- If a patient files a workers compensation claim, I must, upon appropriate request, disclose information related to the claim to appropriate individuals, which may include the patient's employer, the insurer or the Department of Labor and Industry.

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 unusual in my practice.

- If I know or have reason to believe reason a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years, the law requires that I file a report immediately with the appropriate government agency, usually the local welfare 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 is being or has been maltreated or if I have knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained, the law requires that I file a report immediately with the appropriate government agency, usually an agency designated by the county. Once such a report is filed, I may be required to provide additional information.
- If I believe that you present a serious and specific threat of physical violence to yourself or another, I may be required to disclose information necessary to take protective actions. These actions may include notifying the potential victim, contacting your family or others who can help provide protection, contacting the police, or seeking your hospitalization.

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 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.

## 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 and/or others, you may examine and/or receive a copy of your  
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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 certain situations, I may charge a copying fee of 75 cents per page. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

#### **PATIENT RIGHTS**

HIPAA provides you with rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I 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 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.

#### **MISCELLANEOUS**

If we meet in another setting, I will acknowledge you only if you acknowledge me first. In these situations, confidentiality and your comfort are my guides.