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PSYCHOTHERAPIST - PATIENT SERVICES AGREEMENT

Welcome to my practice. Welcome to my office. I am pleased to have the opportunity to work with you. Often, when people begin seeing a psychologist for psychotherapy, they have questions about what to expect, and what is expected of them. This handout is an attempt to describe some common issues and how we can best work together to deal with your concerns. Please keep this handout so you can refer to it in the future.

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 (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 (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 at the end of the first 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. 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.

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.

Receiving treatment for emotional concerns is different than receiving treatment for physical concerns. Psychotherapy is a collaborative process between you and your therapist. It can only be as effective as the energy you put into it. You must be totally honest with yourself and your therapist regarding your symptoms, your life history, and your concerns. It is only in this way that your therapist can know what is really going on for you. Unlike physicians, who can examine a patient and hear or see symptoms, a psychologist can only know what you tell him or her. Therapists are not mind readers. It is also important that you participate fully in your treatment by completing all assignments (such as journal keeping or reading assignments) between sessions. Not completing assignments will slow down your recovery--and we both want you to feel better as quickly as you can.

Psychotherapy has 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. Because therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness; please share these feelings with me and we can discuss how to resolve them.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, 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. 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.

MEETINGS

I normally conduct an evaluation that will last one session. 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 45-minute session per week at a time we agree on, although some sessions may be longer or more frequent. **Once an appointment hour is scheduled, you will be expected to pay for it, in full, unless you provide 24 hours advance notice of cancellation, unless your insurance company's policy overrides this policy. If we agree that the circumstances were beyond your control, I will waive the fee. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. If you cannot keep your appointment, please leave a message and we will reschedule as soon as our schedules allow.**

Therapy is only effective if you and I meet on a very regular basis. Your appointment time is reserved for you and you alone. Cancellations or missed sessions are very disruptive to good therapy, and you must do everything you can to avoid them. When you arrive for your appointment, please have a seat and I will come out for you when it is time for your session. There is a rest room in the inner hallway for your use.

PROFESSIONAL FEES

My hourly fee for the initial session is \$125 and \$100 for each additional individual therapy session. However, I will bill according to what my contract with your insurance company allows. In addition to therapy appointments, I charge \$100 per hour, prorated, for other professional services you may need. Other services include report writing, telephone conversations lasting longer than 10 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. 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.

CONTACTING ME

Due to my work schedule, I am rarely immediately available by telephone. While I am usually in my office between 8:30 am and 2:30 pm Monday through Friday, I do not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by confidential voice mail. I will make every effort to return your call within 24 hours. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician, the nearest emergency room or these crisis numbers - Altoona Hospital Crisis Services at 946-2141, or The Meadows Crisis Line at (800) 641-7529. If I will be unavailable for an extended time, I may provide you with the name of a colleague to contact, if necessary. This name, as well as the crisis numbers, will be left on my voice mail message.

LIMITS OF 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 that you only 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 (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of your Health Information.)

You should be aware that I employ administrative staff. I need to share your protected information with these individuals for administrative purposes such as billing and quality assurance. All staff members have received 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 also have contracts with IC - Collection Agency. As required by HIPAA, I have a formal business associate contract with this business, in which they 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 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 seriously 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 the professional services I provided to 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 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 that patient in order to defend myself.

If I am treating a patient who files a worker's compensation claim, I may, upon appropriate request, be required to provide otherwise confidential information to your employer.

There are some situations in which I am legally obligated to take actions, which 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 have reason to believe that a child who I am evaluating or treating is an abused child, the law requires that I file a report with the appropriate government agency, usually the Department of Public Welfare. Once such a report is filed, I may be required to provide additional information.

If I have reason to believe that an elderly person or other adult is in need of protective services (regarding abuse, neglect, exploitation or abandonment), the law allows me to report this to appropriate authorities, usually the Department of Aging, in the case of an elderly person. Once such a report is filed, I may be required to provide additional information.

If I believe that one of my patients presents a specific and immediate threat of serious bodily injury regarding a specifically identified or a reasonably identifiable victim and s/he is likely to carry out the threat or intent, I may be required to take protective actions, such as warning the potential victim, contacting the police, or initiating proceedings for 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 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

You should be aware that, pursuant to HIPAA, I 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 on your life, your diagnosis, the goals that we set for treatment, your progress towards these 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 or where information has been supplied to me by others confidentially, 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 50 cents per page. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your records, you may have a right of review (except for information supplied to me confidentially by others), which I will discuss with you upon request.

I also 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 also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. The Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance companies cannot require these Psychotherapy Notes as a condition of coverage nor penalize you in any way if you do not permit me to provide them.

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 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.

MINORS AND PARENTS

I do not typically see patients under age 21. However, if I were to see a patient less than 18 years of age who was not emancipated, s/he and her/his 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 their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and attendance at scheduled sessions. 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 s/he may have.

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. Most times I will be billing your insurance and you will be paying any deductibles or co-pays each session. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.

If your account has not been paid for more than 30 days and arrangements for payment have not been agreed upon, interest charges of 18% APR will be added to your account. If your account has not been paid for more than 60 days 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 legal 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. It is very important that you find out exactly what mental health services your insurance policy covers.

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. I will provide you with whatever information I can based on my experience and will help you in understanding the information you receive from your insurance company. If it is necessary, I will

be willing to have my staff call the company on your behalf. My staff usually does verify benefits before our first session.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMO's and PPO's often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.

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. 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.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above, unless prohibited by your insurance contract.

CONFIDENTIAL HANDLING OF HEALTH INFORMATION

If necessary to contact you regarding matters requiring a rapid relay of information (e.g. rescheduling of an appointment), the office will routinely telephone first your home number. If there is no response, a discrete message will be left at that home number, on an answering machine or with another individual. If the matter requires immediate attention and we cannot contact you at home, your business telephone number, if previously provided, will be called next. If necessary, a discrete message may also be left at that number. If you request other procedures be followed for telephone messages, please indicate them on the signature page you will be asked to sign at the office in your next session.

For routine correspondence (e.g. billing statements, notification of changes in office policies), the office will routinely send mail to your home address, in an envelope with the name "Mary O'Leary Wiley, Ph.D." (but no title) on the return address. If you request other procedures be followed for mail to be received, please indicate them on the signature page you will be asked to sign at the office in your next session.

NON-DISCRIMINATION

Dr. Wiley is committed to providing care for clients without regard to gender, religion, age, disability, sexual orientation, or national origin. Her training, experience, and personal values provide a strong foundation in the appreciation and celebration of individual differences.

ENDING TREATMENT

It is always hard to predict how long successful psychotherapy will take. Some clients chose to come for only five or six sessions, others come for over a year. It depends on two factors. First, what would you like to get out of therapy? Changing longstanding behavior patterns takes longer than changing a reaction to a current stressor, for example. Second, how much improvement is "good enough" for you? Some people prefer simply to get over a crisis, while others are interested in changing the nature of their character, which necessitates longer treatment.

ABOUT DR. WILEY

Mary O'Leary Wiley, Ph.D. is a Licensed Psychologist. She received her doctorate from the University of Maryland in 1982, having received her Bachelors degree from Penn State and her Masters degree from the University of Maryland. She served as Staff Psychologist at Ithaca College in New York from 1982-1985 and was appointed Director of Psychological Services there from 1985-88. Dr. Wiley then moved to the Washington, DC area and began a private practice in 1989. This practice grew to include seven mental health specialists and was called Psychological Solutions in Gaithersburg, Maryland. She began practice here in her native Altoona in 1995.

Dr. Wiley specializes in the individual treatment of adults and college students experiencing depression, anxiety, panic attacks, relationship concerns, grief and loss, eating disorders, adoption issues, adult Attention Deficit Disorder and Seasonal Affective Disorder.

Dr. Wiley has been active nationally in her profession. She was recently elected Vice President for Professional Practice for the Division of Counseling Psychology in the American Psychological Association. She completed a four-year term on the Editorial Board of The Counseling Psychologist. (1997-2000), has served on the Editorial Board of Professional Psychology: Research and Practice (1989 –1992), and continues to serve as a reviewer for the Journal of Counseling Psychology. She has served as National Chair of the Section on Independent Practice for the Division of Counseling Psychology of the American Psychological Association, and is former President of the Adoption Therapy Coalition. She is a member of the American Psychological Association, the Pennsylvania Psychological Association, and the Central Pennsylvania Psychological Association.

