

THERAPY AGREEMENT

Welcome to the psychology practices of Dr. Ann Frank and Dr. Mark Schneider! This agreement contains information about our professional services and business policies.

The “**Health Insurance Portability and Accountability Act**” (**HIPAA**), a federal law that protects your privacy and rights as a patient, requires our office to explain the use and disclosure of your personal health information regarding treatment, payment, and health care procedures. **HIPAA** requires that we provide you a **Notice of Privacy Practices**. This notice is posted in the waiting room. Although these documents are long and sometimes complex, it is important that you read them thoroughly; we can discuss any questions you may have. The law also requires your signature acknowledging that you have been given this information.

PSYCHOLOGICAL SERVICES:

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the clinician and patient, and the particular problems you are experiencing. There are many different methods which may be used to deal with the problems that you hope to address. Psychotherapy is not like visits to a medical doctor. Instead, it calls for an active effort on your part. For therapy to be most successful, you must 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. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, we will help you set up a meeting with another mental health professional for a second opinion.

INSURANCE COMPANIES, YOU & THIS OFFICE:

You must provide us with accurate information about your insurance coverage, including any changes. If and/or when you are covered by more than one policy, we must know this right away. Otherwise, you will be responsible for any fees for which payment is denied by any insurance carrier.

Your insurance policy ***does not guarantee*** coverage for mental health services! You should ***know the limits of your benefits***. It's your responsibility to know your co-payment fees, deductibles, and maximum coverage limits. You will be billed directly, after you have reached your maximum coverage.

Your insurance carrier ***will pay*** for mental health services that are ***medically necessary*** – those that focus on alleviating symptoms of a specific mental illness or disorder. Your insurance carrier ***will not pay*** for mental health services that are not medically necessary; such as focusing solely on interpersonal problems, phase of life difficulties, personal growth, enrichment, or enhancement. You will be financially responsible for these charges.

Your insurance carrier ***will not pay*** for failed appointments or for sessions cancelled with less than 24 hours' notice. You will be financially responsible for these charges.

APPOINTMENTS AND CONTACTING THE OFFICE:

Telephone: We use the **Spruce** application for all patient communication. SpruceHealth is a HIPAA-compliant telecommunications system providing voice, SMS and video capabilities. The Spruce app can be downloaded to any computer or smart device. Voice and SMS messages about scheduling and billing can be left at any time. Patients without computer capability will be able to leave voice messages but will not be able to send SMS. Messages are retrieved regularly throughout the day and evening, seven days a week. Every effort will be made to return your call quickly in response to urgency.

If you are experiencing a clinical crisis and cannot reach us or the “on call” clinician, then go to the nearest hospital emergency room for assistance. You should advise them that you are in treatment with either Dr. Frank or Dr. Schneider and sign the appropriate release forms.

Teletherapy/Telepsychology: If you need to speak with Dr. Frank or Dr. Schneider about clinical issues in between office visits, you can have a confidential video session through the Spruce app. This service may be used during bad weather, or when you are feeling ill and can’t come into the office for a session. Sessions may be scheduled in 15 minute increments. Sessions will be billed to your insurance company; you remain responsible for any deductibles, copayments and/or coinsurance.

PROFESSIONAL FEES:

As **contracted providers** for Blue Cross/Blue Shield, UnitedHealthcare, Neighborhood Health Plan, Tufts and Aetna, our practices must abide by their limits on the frequency, duration, and reimbursement of psychotherapy sessions.

If we are **not contracted providers** for your insurance carrier, then the fees are:

\$175.00 – Initial comprehensive exam (60 minutes)

\$150.00 – Individual or conjoint therapy (60 minutes)

Whether or not we are participating providers in your insurance carrier’s network, we will charge \$150 per hour for professional services such as report writing, consulting with your attorney, preparing records or treatment summaries, and any other time spent performing tasks you may request. ***You must agree to self pay for these services.***

In cases involving legal proceedings, we charge \$200 per hour. This fee includes the time spent preparing your case, providing depositions, transportation to/from court, and for actual testimony time.

You will be charged a fee of **\$45.00** for failed appointments or late cancellations (less than 24 hours’ notice). Three failed appointments and/or late cancellations within a calendar year will be interpreted as a lack of commitment, and at that time you may be referred back to your insurance carrier and/or your physician, and given the names of three other clinicians with whom you might continue treatment.

BILLING AND PAYMENTS:

You must pay your deductible, co-insurance and/or co-payment for each session at the time it is held, unless we agree otherwise.

The office accepts cash, checks, all major credit cards, HSA/FSA flex cards. **Please note**, for credit card payments a 3.5% service charge will also be applied; and returned checks will be rebilled for the original amount of the returned check, plus any bank service fees, as well as, an office billing fee of \$25.00.

If full payment of an outstanding balance is not possible, please discuss this with our office manager, Dayana Valdes, promptly. We can arrange a mutually agreeable installment plan. Otherwise, **all accounts overdue 90 days will be turned over to a collection agent.** If this should happen, we will be required to disclose otherwise confidential information. In many collection situations, this information may include such items as: dates of service, patient and/or policy holder’s name, address, telephone number, date of birth, Social Security number, driver’s license number, and place of employment. If such legal action is necessary, its costs will be included in the claim.

Any billing disputes with this office about reimbursement of co-payments or other fees will be void 90 days after the specific date(s) of service, unless you notify us about the dispute prior to the lapse of the 90 days.

LIMITS OF CONFIDENTIALITY:

The law protects the privacy of all communications between a patient and a psychologist. In most situations, the office can release information about your treatment to others only if you sign a written authorization form that meets legal requirements imposed by **HIPAA**. Further information about these limitations can be found in the **Notice** posted in the waiting room.

Absolute confidentiality and privacy of your medical records cannot be guaranteed, especially when it involves third party payers, such as an insurance carrier. At the outset of treatment, and thereafter, the office submits paperwork to your insurance carrier which may include specific information about your mental health, such as diagnosis, and medical conditions. Insurance carriers frequently conduct a clinical audit which includes chart review.

There are some situations when Dr. Frank and Dr. Schneider are permitted or required to disclose information without either your consent or authorization, For example:

- If you present a serious risk to your own health and safety or to that of another person, we must warn the potential victim(s), contact the police, or get you hospitalized.
- If you file a complaint or lawsuit against Dr. Frank or Dr. Schneider, then as part of their defense they are permitted to disclose relevant information regarding you.
- If you file a worker's compensation claim, information directly related to that claim must be provided to the Workers' Compensation Commission, upon written request.
- As clinicians, we are legally obligated to take actions that are necessary to protect others from harm. We may be required to reveal some information about your treatment. For example, if there is reason to know or suspect that a child has been abused or neglected by an adult, or has been a victim of sexual abuse by another child, the law requires that we contact the police and/or the Department of Children, Youth, and Families. Once such a report is filed, we may be required to provide additional information.

RETURN OF BORROWED ITEMS:

Personal books and electronic media are made available to encourage learning. Kindly return them when instructed. If they are lost or misplaced, you should replace them (in-kind or monetarily).

Acknowledgement of Therapy Agreement

Your signature on this “acknowledgement” page affirms that you have read, understood, and agree to all our office policies.

This document represents an agreement between us, revocable in writing by you at any time.

Your signature, and the date you signed below, indicates that you have read the information in the *Therapy Agreement* and that you agree to abide by the terms it sets forth.

Patient signature: _____

Date: _____

Please return this signed and dated “*Acknowledgement of Therapy Agreement*” page to
Dr. Frank or Dr. Schneider at your first appointment.

Or you can send it back to us:
600 Putnam Pike, Suite 12, Greenville, R.I. 02828

Please keep the *Therapy Agreement* document for your records.