Lisa M. Brothwell, Ph.D.
East Aurora Psychological Services
552 Linden Avenue
East Aurora, New York 14052
(716) 652-8100

SERVICES AGREEMENT

Welcome

Thank you for contacting me. This letter will give you some information about my practice. It will also give some information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law regarding privacy protections and patient rights. A Notice of Privacy Policies is attached to this letter. It explains HIPAA and its application to your records in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information.

About Psychotherapy

I view therapy as a partnership between you and I. I maintain great respect for those who undertake this process. In general, we will be working toward the goals that you set for yourself. Your willingness to be open and express yourself allows me to better meet your needs. If you have any concerns about the therapeutic process, please discuss them with me. Therapy is a process that can lead to greater self-awareness, increased sense of wellbeing, and greater effectiveness in your chosen life goals.

About Confidentiality

The confidentiality of your care is of the utmost importance to me. Our sessions and my records about you will be kept private. In most situations, I will 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 occasionally find it helpful to consult other 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.
- I employ a billing service, and an office receptionist often answers my telephone. Everyone I work with has been given training about protecting your privacy and has agreed not to release any information without my permission.
- Your insurance company may require clinical information to process claims and for quality review.
- If a patient threatens to harm him or herself, I may need to seek hospitalization for him or 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. These are detailed on the Notice of Privacy Policies, and include situations of suspected child abuse, danger to self or others, government oversight, and court-ordered testimony.

If you are bringing a minor child to treatment, I will discuss confidentiality with your child. I will assure them that I will strive to ensure their privacy, but that they do not have the same rights to confidentiality as they will when they reach 18. I will give your child specific information about the limits of confidentiality as they apply to minors, and I will inform them of the limits of confidentiality outlined in the Notice of Privacy Policies.

About our Appointments

Our sessions will typically be 50 minutes long. You can expect sessions to be more closely spaced at the outset of treatment and during times of crisis, and gradually spaced further apart. For the bulk of our work together, we will most likely be meeting about twice a month.

I only schedule one appointment per hour. Because that time is reserved just for you, you will be charged $45 for missed appointments and for appointments cancelled with less than 24 hours notice, except in cases of true emergencies. This charge must be paid before or at the outset of the next session in order for treatment to continue. Your insurance is not responsible for this charge.

Fees, Payment, and Billing

My charge for a session of 50 minutes is $100. However, your insurance company may set its own rate, which I have agreed to accept if I am on your insurance company's panel of providers. Your portion of the fee, i.e., the part not covered by insurance, is due at each session. I suggest that you make out your check before each session begins, so that our time will be used best. If your account is more than two sessions in arrears, treatment will be suspended and no records will be released until all payments due have been received. An exception will be made for those who are in need of immediate professional care and for whom arrangements for continuation of care with another doctor have not yet been made.

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. My charge for preparation and attendance at any legal proceeding is $150 per hour.

If you think that you may have trouble paying your bills on time, please discuss this with me. Fees that continue unpaid will be turned over to a collection agency or small claims court. In some situations, I may agree to refrain from discontinuing treatment or taking legal action if a payment arrangement has been agreed to and followed.

If there is a problem with any money-related issue, please bring it to my attention. I will do the same with you. Such problems can interfere with our work, and must be worked out openly and quickly.

Telephone consultations: Please contact me by phone for scheduling issues or clinical emergencies.

If you are unable to contact me in an emergency, you should call Crisis Services at 834-3131 or arrange transport to the Comprehensive Psychiatric Emergency Room at Erie County Medical Center (phone: 898-3465). If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

Health Insurance Coverage and Payments

I accept most medical insurance and local managed care programs. If you choose to use insurance coverage, please contact your carrier if you have any questions about your mental health benefits. Many insurance companies require you to obtain authorization or a referral from a primary care physician. It is your responsibility to obtain the necessary authorization and to bring your insurance card to our first appointment. In the event that your insurance company denies payment for your visits, you are responsible for the full amount.

If your insurance coverage includes managed care, decisions about what kind of care you need and how much of it you can receive will be reviewed by your insurance company. I will have to send information about you to them. I may send this information by fax or by mail. When your insurance company requests information about you, I will make every effort to release only the minimum information that is necessary for the purpose requested. By signing this Agreement, you agree that I can provide requested information to your insurance carrier.

Your signature below indicates that you have read this Agreement and agree to its terms, and it also serves as an acknowledgement that you have received the Notice of Privacy Polices required under HIPAA. You may revoke this Agreement in writing at any time. That revocation will be binding 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; or if you have not satisfied any financial obligations you have incurred.

Signed _____ **Date** _____