



Ventana Center for Psychotherapy

Professional Psychology Services

PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

Welcome to my practice. This document contains information about my professional/business policies. It contains summary information about the Health Insurance Portability and Accountability Act (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) for the purpose of treatment, payment, and health care. You may revoke this Agreement between us 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

If you are involved in or considering any *legal action* you must notify me as soon as possible. This may impact/change the form of psychological treatment I will provide. I do not provide a service that is suitable to be utilized in resolving legal issues in the Court.

Psychotherapy 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 will address. We may discuss these at any time.

Psychotherapy can have benefits and risks. It often involves discussing unpleasant aspects of your life, and you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. It has also been shown to lead to better relationships, solving problems, and in resolving feelings of distress. Every person is different and results differ.

Our first few sessions will involve an evaluation of your needs. I will then be able to offer you some first impressions of what our treatment work would include. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. I will provide you with information on my experience and the degree of success you can expect for the condition we are treating. You should free to consult with another mental health professional for a second opinion.

MEETINGS

I usually schedule one session (ranging from 50-60 minutes) per week at a time we agree on. A payment is requested unless you provide 24 hours notice of cancellation. *Note that insurance companies do not provide reimbursement for cancelled sessions.*

107 Figueroa St.
Ventura, CA, 93001

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FAX (805) 830-1558
E-MAIL Bennett@ventanacenter.com
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PROFESSIONAL FEES

My usual and customary hourly fee for psychotherapy (Couple, Family or Individual) is \$140.00 unless another agreement is made. Fee payment is requested at each meeting.

I do bill for preparation of records or treatment summaries. I **do not** usually provide any service that would require me to provide records to any attorney or Court. If you involve me in legal proceedings you will be billed 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 often not immediately available by telephone. My telephone is answered by a personal and confidential voice mail on my phone or office line. Please leave times and phone numbers for me to reach you. I will attempt to return your call on the same day, with the exception of weekends and holidays. **If you are unable to reach me and cannot wait for me to return your call, contact 911.** If I will be unavailable for an extended time, I will provide you with emergency contact procedures.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a Psychologist. I can only release your information if you have signed an authorization. But, there are some situations. They are:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. Your identity is kept confidential. I do make a note in my records. The other professionals are also bound to confidentiality. Unless you specifically request that I do so, I will not always tell you about these consultations.
- I have no contracts with any agencies that would have access to or request my records.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere.
- If a patient 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.
- If you are involved in a Court proceeding and a request is made for your records, such information is protected by psychologist-patient privilege law. I will not provide it without your written authorization, a Court order, subpoena where applicable. **If you are involved in or contemplating litigation, you should consult with your attorney to determine whether Court would be likely to order me to disclose information.**

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- If a government agency is requesting the information for health oversight activities pursuant to their legal authority, 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 worker's compensation claim, I must, upon appropriate request, disclose information relevant to the claimant's condition, to the worker's compensation insurer.

I may be legally obligated to take actions that are necessary to attempt to protect others from harm. I then may have to reveal some information about a patient's treatment.

- **Child Abuse**

If I have reason to suspect that a child under 18 is endangered as a victim of child abuse or neglect (physical, emotional suffering), I must report it to Child Protection. Once such a report is made, I may be required to provide additional information.

- **Elder/Dependent Person Abuse**

If I have reason to suspect that an elder/dependant person is the victim of physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, I must make a report to the appropriate government agency. Once such a report is filed, I may be required to provide additional information.

- **Violent Behavior**

If a patient makes a serious threat of physical violence against an identifiable victim or class of person, I will take protective actions: notifying the potential victim(s); contacting the police; and or seek hospitalization of the patient; contact others who can assist in protecting the victim.

- **Suicide**

If I have reasonable cause to believe that the patient is in such an emotional condition as to be dangerous to himself or herself, I may be obligated to take protective action, including seeking hospitalization or contacting family members or others who can help provide protection.

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 of information only to what is necessary.

The above information is not considered legal advice. If you have further questions about the confidentiality of information you disclose, you may want to discuss with an attorney.

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PROFESSIONAL RECORDS

I keep Protected Health Information (PHI) about you in two sets of records. In the Clinical Record is information about your reasons for seeking therapy, the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those 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. You may view this record, except in the circumstance that doing so would physically endanger you and/or others or makes reference to another person. Because these professional records can be misinterpreted and/or upsetting to untrained readers, 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. If I refuse your request you have the right of appeal.

I also keep a set of Psychotherapy Notes for my own use to assist me in providing your treatment. These can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy; sensitive information; or confidential information from others. These notes are not available to you and cannot be sent to anyone else, including insurance companies without your signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

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 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.

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MINORS &

PARENTS

A patient over age 12 may consent to psychological services if he or she is mature enough to participate in such services, and the minor patient either would present a danger of serious physical or mental harm to him or herself or others, is the alleged victim of incest or child abuse, or is in need of alcohol or drug treatment. The law may allow parents to examine their child's treatment records unless I determine it would have a detrimental effect on my professional relationship with the patient, or to his/her physical safety or psychological well-being. Because privacy in psychotherapy is crucial to treating teenagers, and parental involvement is also essential, it is usually my policy to have an agreement with minors [over age 12] and their parents about access to information. This agreement provides that during treatment, I will provide parents with only with general information about the progress of the treatment, and the patient's attendance; 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 to self or others, 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 he/she may have.

BILLING AND PAYMENTS

You will be asked to pay for each session at the time it is held, unless we agree otherwise.

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.

YOUR SIGNATURE BELOW 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.

Name (parent or legal guardian) _____

Date: _____

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