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PSYCHOLOGIST-PATIENT SERVICES AGREEMENT

This document is an agreement between Dr. Ross/ Child & Family Psychology of Carrboro & _____ . 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 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 explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that you have been provided 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 the procedures when we meet. If you choose to sign this document, it will also represent an agreement between us. If you agree to the conditions in this agreement, please write your name on the first page, sign the last page, and I will need a copy and so will. You may revoke this agreement in writing at any time. That revocation will be binding unless we have taken action in reliance on it; if there are obligations imposed on Dr. Ross 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 therapist and the patient, and the particular problems you are experiencing. There are many different methods that 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 child's part and your part. In order for the therapy to be most successful, your child & you will have to work on things we talk about both during our sessions and at home. I often provides "assignments" to be worked on between sessions and expect the assignments to be carried out to help reinforce skills.

In case of an emergency. I do not provide emergency services, though I certainly will

make every attempt to be available to you as soon as possible should a crisis occur. For psychological or psychiatric emergencies, call 911 or go to the nearest hospital and ask for the psychiatrist on call. You can also contact the Holly Hill Respond Line at 919-250-7000 for crisis services.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life and your child's life, you and your child 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.

By the end of the first few sessions, I will be better able to offer you some impressions of what your therapy will include, 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 attempt to refer you to another mental health professional.

At the end of the initial one-hour session, you can decide if it seems that I may be the best person to provide the services you or your child or family need in order to meet treatment goals. If psychotherapy is begun, we will usually schedule one 45-60-minute individual/family session per week, or bi-weekly, to occur at a time we agree on, although in some cases sessions may be longer or more or less frequent. I typically have appointments after school hours and on bi-weekly Saturday mornings. Group sessions are 75 minutes in duration. Once an appointment is scheduled, kindly provide 24 hours of advance notice of cancellation or a "no-show" fee for the full session will be charged. Please be aware that insurance companies do not reimburse for missed appointments and you will be responsible for the fees for missed appointments. I do not charge if 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 or "no-show" sessions.

CONTACTING Dr. Ross

Due to my work schedule, I may often not immediately be available by telephone. I do not answer the phone when I am with a client. When I am unavailable, my telephone is answered by voicemail, which I monitor frequently. 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 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 us to return your call, please contact your family physician or the nearest emergency room and ask for the psychiatrist on call. You can also contact the Holly Hill Respond Line at 919-250-7000.

Please note that email is not a secure form of communication and confidentiality cannot be guaranteed. If you want to use email for non-clinical issues, such as scheduling appointment I will respond to you. Please be aware that I cannot engage in therapy or chat-type message through email. If you want to share information of a clinical nature, please be aware that confidentiality cannot be guaranteed.

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 such consultations, I make every effort to avoid revealing the identity of the 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 we feel that it is important to our work together. We will note all consultations in your Clinical Record (which is called "PHI" in the "Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information").

If I believe that a patient presents an imminent danger to his/her health or safety, 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 that I provided 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 us 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 a patient files a worker's compensation claim, and his services are being compensated through workers' compensation benefits, we must, upon appropriate request, provide a copy of the patient's record to the patient's employer or the North Carolina Industrial Commission.

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 may have to reveal some information about a patient's treatment. If I have cause to suspect that a child under 18 is abused or neglected, or if we have reasonable cause to believe that a disabled adult is in need of protective services, the law requires that I file a report with the County Director of Social Services. Once such a report is filed, I may be required to provide additional information. If I believe that a patient presents an imminent danger to the health and safety of another, I may be required to disclose information in order to take protective actions, including initiating hospitalization, warning the potential victim, if identifiable, and/or calling the police. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and he will limit 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

You should be aware that, pursuant to HIPAA, I may 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 you & your child's life, your and/or your child's diagnosis, the goals that are set for treatment, and or your child's progress towards those goals, your and or your child's medical and social history, your and or your child's treatment history, any past treatment records that are received from other providers, reports of any professional consultations, 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/or others or if 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. However, 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 reasonable copying fee. The exceptions to this policy are contained in the attached Notice Form. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.

In addition, I may also keep a set of Psychotherapy Notes. These notes are for my own use and are designed to assist him 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 meetings, our analysis of those meetings, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal that is not required to be included in your Clinical Record. These Psychotherapy Notes may be 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 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 your record be amended; 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 our privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS & PARENTS

Patients under 18 years of age who are not emancipated and their 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 often my policy to request an agreement from parents that they consent to give up their access to your records. If parents agree, I will provide parents only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. If the parent is responsible for payment of sessions and other professional fees, I will communicate with parents as needed regarding financial matters. Any other communication will require the child's Authorization, unless we feel that the child is in danger or is a danger to someone else, in which case we will notify the parents of our 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 expected to pay for each session at the time it is held, unless we agree otherwise. I accept cash, checks, credit cards, health savings, & flexible savings card.

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. However, you (not your insurance company) are responsible for full payment of fees. I am contracted with Blue Cross/Blue Shield to provide coverage for their members. It is important that you find out exactly

what mental health services your insurance policy covers for issues, such as deductibles, co-pays, and missed appointments. 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. Please complete and provide the insurance verification form with you for your first session. I will provide you with whatever information I can based on our experience and will be happy to help you in understanding the information you receive from your insurance company. My services may be covered under your health insurance policies.

My services are considered “out of network” for insurance companies, other than Blue Cross/Blue Shield, and you are expected to pay each office visit and file for reimbursement. Insurance benefits vary considerably. **Therefore, you are strongly encouraged to review your own policy carefully regarding coverage and limitations and to contact your insurance carrier or your company’s human resources or personnel department with any questions.** Your statement, which will be provided to you shortly after the time of service, contains all of the information necessary for insurance claims. You may submit the statement to your insurance carrier in order to seek reimbursement.

You should also be aware that your contract with your health insurance company may require that I provide it with information relevant to the services provided 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 on 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. We will provide you with a copy of any report submitted, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier.

Recording is not allowed without permission. Recording of conversations and communications without consent apply to, but are not limited to, in-person counseling/consultations, phone calls, video communication (Skype, Facetime, etc.).

PROFESSIONAL FEES:

I charge \$130.00 for individual and family therapy sessions which are within 45 minutes. Sessions that are 46-60+ minutes in duration are billed at 150.00. I typically meet with clients weekly or bi-weekly, depending on their unique needs; and then decrease frequency of sessions. The frequency of therapy sessions will need to be discussed and agreed up between myself and you. Fees for testing/evaluations vary, and depend on the type of evaluation. My testing and evaluation fees are listed on the website and I can discuss this you and sign a separate testing agreement. I charge \$75.00 for group sessions that are typically 70-75 minutes in duration. If I am providing an evaluation, I will discuss what is involved and what the costs are. Please refer to the section about the schedule for fees on the website for the various

charges for different evaluations. I am happy to provide brief consultations to other personnel without charge. All other services, including in-depth phone calls, in-depth letters, in-depth email (reading or responding), and in-depth telephone consultation (psychiatrists, physicians, teachers, guidance counselors, attorneys, etc.) are billed at \$150.00 per hour. Meetings attended on your behalf are also billed at \$150 per hour, including travel time. Depositions are \$250.00 per hour time preparing for and giving deposition, port to port; testimony in court is \$350.00 per hour time preparing for and giving testimony, port to port. If the Practice or your provider receives a subpoena to testify with respect to your case, the above fees apply no matter who issues the subpoena. If you have terminated services with me and we receive a request for information from another professional or a subpoena to court, the above charges still apply.

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 of Child

Parent Signature

Parent Name Printed

Date Signed

(Please make a copy of your signed agreement for you records, thanks).