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Psychotherapist-Patient Services Agreement

The following answers some important and frequently asked questions concerning my practice. Please read this information carefully and let me know if there is any part you do not understand. **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 your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations.** "PHI" refers to individually identifiable health information. PHI includes any identifiable health information received or created by my office or me. HIPAA requires that I provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment and health care operations. The Notice is available on my website (Notice of Privacy Practices) or I will give you a printed copy upon request. This Agreement, explains HIPAA and its application to your personal health information in greater detail.

Information about me

I am a psychologist licensed in the state of Oregon since 1991 (License #907) to provide services to individuals, families, and couples in need of help for life problems. I received a doctorate from the University of Maryland in 1989 and completed an internship at the Portland VA Medical Center. Prior to psychology training and practice I practiced law for 16 years, with a focus on litigation and environmental law. I have a 41 year mindfulness meditation practice that influences my approach to therapy as well.

Risks and Benefits of Therapy

Psychotherapy has both benefits and risks. It also requires an investment of your time and energy in order to make the process of therapy most successful. I will begin with an evaluation of your needs. Next, we will develop and discuss a plan of approach for the counseling in accordance with your goals and aims. Occasionally, individuals may go through periods in the course of therapy in which they experience emotional discomfort, or temporary worsening of their symptoms, as they address difficult emotional issues. This should subside as the work progresses. Remember you always retain the right to request changes in how we are addressing your concerns, or to refuse treatment at any time.

As a psychologist licensed by the Oregon Board of Psychologist Examiners and as a member of the American Psychological Association, I adhere to the APA Revised Ethical principles and the Oregon Code of Conduct. A copy of these ethical codes is available from me should you ever wish to read it. I encourage you to discuss any personal

doubts, concerns, discomforts or questions regarding my treatment approach with me at any time.

Health Insurance

If you are using a health insurance benefit as payment for these services you need to be aware of what this means. Your health plan requires cooperation between client, provider, and insurance company to provide services as efficiently as possible.

Health Insurance companies usually limit mental health coverage to services that are determined to be "medically necessary." Medically necessary means that you have acute symptoms that are interfering with your life (i.e., you have a DSM IV Axis I diagnosis), and conditions that can be treated by short-term, problem-focused, goal-oriented approaches whenever possible.

This means that your insurance company may cover a limited number of office sessions to work on your problem as intensely as possible with the focus on elimination of acute symptoms. Sometimes people enter therapy with a number of problems. Some problems may meet the conditions of your insurance coverage, while others (e.g., individual growth, longer-term personality issues, etc.) will not. There may be situations in which it is in your best interests to continue therapy that is not covered by your insurance company. You and I will discuss options should you desire to continue treatment for these or other non-covered conditions.

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. You may have an Oregon insurance policy with the state law requirement that by accepting policy benefits, you are deemed to have consented to examination of your Clinical Record for purposes of utilization review, quality assurance and peer review by the insurance company. If so, I may provide clinical information to your insurer for such purposes. 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.

Office Policies

Appointments: Sessions are arranged by appointment only. I agree to meet you at the time agreed upon. If you are late, I will charge the full fee and you lose that portion of time from your session. I ask that you try to avoid missing appointments. If you must cancel, you will not be charged for the appointment if you notify me one full working day in advance of the scheduled appointment. Cancellations can be phoned into the office at any time of day or night (503-228-0688). Missed appointment fees are not reimbursable by insurance companies. **If you do not show up for your appointment, or do not give 24 hours prior notice, you may be charged the full fee and this fee is not reimbursed by insurance companies.**

Fees: The fee for the first appointment is \$200. The fee for subsequent individual psychotherapy is \$140 per **50-minute session**. Longer or shorter sessions will be charged on a prorated basis. This fee will be charged for your scheduled appointments as well as for additional time that I may need to spend on your behalf, such as prolonged phone calls, preparing letters, conferring with other professionals, evaluation of psychological test data, preparing psychological reports, etc. The fee for the first appointment may be due at the time of the appointment, depending upon what agreement I have with you and your insurance company. I will discuss this with you before we meet. If we should decide to meet for regular therapy sessions on an ongoing basis, my billing service will bill your insurance company directly.

You are expected to pay your portion of the fee or your co-payment at the time of the appointments. My billing agent, Susan Johnson, will call your insurance company to review your coverage for outpatient mental health treatment with a licensed psychologist (e.g., deductibles, co-payments, maximum number of sessions allowed, and over what time period). She will determine if I am an authorized provider on their panel. She can be reached by calling 503-233-9647. Also, please call her if you have questions about your bill. Be aware that your insurance coverage constitutes a financial contract between you and your insurance company and that **you are responsible for any balance not paid by your insurance company.**

I do not have a sliding fee scale and will not carry large interest-free debts for long periods of time. Under certain circumstances, I may carry a limited balance on your account for a short time provided we both agree on a payment plan in advance. On occasion, I may also reduce my fee for clients who are already in treatment with me and find themselves in hardship situations. In cases of ongoing delinquency of your account, I may send the account to a collection agency.

Balances left unpaid over 90 days from the date of service may be assessed a 1.5% rebilling / past due account fee (minimum \$5.00 per month and / or may be referred to a collection agency to facilitate payment.

If I am required to be in court on your behalf, my fee is \$250 per hour for time for preparation and review, meetings or conversations with your attorney, any time I am required to be out of my office, and testimony. I will negotiate a retainer and contract with your attorney prior to any legal work I do on your behalf.

Contacting Me: I am often not immediately available by telephone. My voice mail enables you to call my office at any time, day or night, and leave a message for a return call. I am in the office Monday through Thursday, and will check for messages frequently during that time. If you ever feel I have not responded in a timely way, please call again, as occasionally messages do not get conveyed. If you need to reach me in an emergency, first leave a message on my voice mail, text me at (503) 539-3314 (please use sparingly) and enter your return phone number. I will call as soon as I am able. When I am out of town, I may arrange for substitute coverage and notify you. If ever you cannot reach me or my substitute in a life-threatening emergency, call the Crisis Line at 503-291-9111 or go the nearest hospital emergency room. You may be charged for phone calls of more than 10 minutes, prorated at my usual hourly fee.

Electronic Communication: With your permission, I may occasionally arrange an appointment or send you resource information (books, community resources, etc.) via email or text message. I will never exchange clinical information via email and ask that you also do not, because **email is not confidential**.

Exceptions to Confidentiality

The law protects the privacy of all communications between a patient and a psychologist. Information may be however disclosed without your consent in the following circumstances:

- If I believe that a patient presents a clear and substantial risk of imminent, serious harm to him/herself or others, I may be obligated to seek hospitalization for him/her, or to contact family members, police, or others who can help provide protection.
- If you are abusing a minor or an elder or if you are a minor or elder being physically or sexually abused, your therapist may have a duty to report the abuse. Similarly, if you have a contagious disease and are wantonly engaging in activities that threaten the safety of others, there may be a duty to report this behavior.
- I also have contracts with my billing agent and possibly someday a collection agency. As required by HIPAA, I have or shall have a formal business associate contract with these businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.

- If you bring a lawsuit or make a complaint to a regulatory body concerning the counseling services you receive from me, I may disclose confidential information for the purpose of defending against your complaint;
- If a court order requires release of your records in the context of a civil or criminal case, I must respond. Courts issue such orders under very narrow circumstances. Ordinarily if you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law.
- If you come to counseling on court or your employer's order, you may have to sign consent for reports to be made
- If you use insurance for services, the insurance company will require some limited information about your diagnosis and therapy and may, at their discretion review records as part of a quality review.
- If a patient files a worker's compensation claim, he/she automatically authorizes me to release any information relevant to that claim.
- Finally, I meet on a regular basis with a three other therapists to consult about cases. I do this without using client names. All members of the group are bound by the same confidentiality rules as I am. This helps ensure that you are getting the best care possible by helping me look at additional ways to help you with your problems. These consultations are part of my quality control program and helps bring my services into compliance with standards of care and various regulations and laws. Consultation for health services provision is encouraged and authorized under federal law as well.
- If an exception to confidentiality 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.

Records Maintained

You should be aware that, pursuant to HIPAA, I keep Protected Health Information (PHI) about you in a 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 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. Except in unusual circumstances that involves danger or harm to yourself or others, 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 \$30 for the first 10 pages and 50 cents/page thereafter. If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon request.

In the case of relationship of family counseling, or when multiple family members are present in the therapy session, the clinical records may contain information on all members present. If anyone in the family requests that clinical information be released to another party, for any reason, I require all those present to sign a release of information before that information can be released.

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.

Agreement to the above policies

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 PRIVACY NOTICE FORM DESCRIBED ABOVE.

_____ Signature

_____ Date

_____ Signature (if seen with another family member)

_____ Date

(revised December 27, 2012)