



This form has four purposes:

(1) *It tells you what to expect from psychotherapy.* Your first visit will help us get a general understanding of your situation in order to determine how we might best help you. Because we want you to participate actively in planning your counseling, don't hesitate to ask questions. Psychotherapy is a way of talking through your problems in order to begin resolving them. You will need to take an active part in psychotherapy by working on and thinking about the things you talk about with your therapist. Psychotherapy has been shown to have many benefits. However, there are no guaranteed results, and at times a psychotherapy session may leave you with unhappy feelings. When it is effective, psychotherapy often leads to better relationships, solutions to specific problems, and feeling much less distressed.

(2) *This form serves an Agreement between you and Metropolitan Psychological Associates P.C.* You may revoke (cancel) this Agreement in writing at any time. That revocation will be binding on Metropolitan Psychological Associates P.C. unless we have already relied on this Agreement to take action, *or* if your health insurer requires Metropolitan Psychological Associates P.C. to send information needed in order to process claims made for our services, *or* if you have not paid your bill in full.

(3) *This form also contains information about a federal law that affects your privacy rights.* This law, called HIPAA (Health Insurance Portability and Accountability Act) regulates the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. HIPAA requires that we give you a Notice of Privacy Practices. The Notice, included in this Agreement, explains HIPAA's application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information. We will give you a copy of this Agreement, including the Notice.

(4) *This form explains our policies.* Please let your therapist know if you have concerns or questions about these policies.

APPOINTMENTS

Individual, couple, and family sessions last 45-50 minutes and are scheduled through your therapist. ***If you cancel an appointment, notify us at least 24 hours before the session, or you will be charged the \$60 for the time you reserved for the appointment. Insurance does not pay charges for reserved time; you will personally be responsible for any such charges.*** However, if you call in advance to cancel an appointment because you are ill, there will be no charge.

FEES and HEALTH INSURANCE

This packet contains a separate page to clarify fee arrangements. Please read it carefully, and ask your therapist any questions that you have concerning payment arrangements. Many insurance plans are managed care plans. Under a managed care plan, the insurance company periodically requires the therapist to submit your diagnosis, progress, and treatment plan to their reviewer, who then determines if further treatment is medically necessary. We want you to know that if you have a managed care insurance plan this information will be released to the reviewers. If you do not want us to release this

information, you can choose not to use your insurance coverage and pay for our services yourself at the time of each visit.

TELEPHONE CALLS

Please try to make any telephone calls to your therapist during normal business hours, Monday through Friday, 9-5. Lengthy telephone consultations may be billed at our standard hourly rate for professional service. *In emergencies, you can contact your therapist (an emergency is generally a situation in which you are in danger of hurting yourself or someone else). If the emergency is serious and you cannot wait until your therapist returns the call, please call 911 or go to a hospital emergency room.*

CONFIDENTIALITY AND FILES: NOTICE OF PRIVACY POLICIES AND PRACTICES

Federal and State laws governing confidentiality can be quite complex. This notice describes how psychological and medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

Metropolitan Psychological Associates P.C. may use or disclose your *protected health information (PHI)*, for *treatment, payment, and health care operations* purposes with your *consent*. To help clarify these terms, here are some definitions:

-“*PHI*” refers to information in your health record that could identify you.

-“*Treatment, Payment and Health Care Operations*”:

- *Treatment* is when Metropolitan Psychological Associates P.C. provides, coordinates and manages your health care and other services related to your health care.
- *Payment* is when Metropolitan Psychological Associates P.C. obtains reimbursement for your healthcare. Metropolitan Psychological Associates P.C. uses collection agencies, an accountant, and technical support service for our billing software. As required by HIPAA, these businesses have signed contracts with us in which they promise to maintain the confidentiality of protected health information except as specifically allowed in the contract or otherwise required by law. If you wish, we can provide you with the names of these organizations and a blank copy of the contract.
- *Health Care Operations* are activities that relate to the performance and operation of Metropolitan Psychological Associates P.C.

-“*Use*” means activities within Metropolitan Psychological Associates P.C.’s practice such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you. Your therapist practices with other mental health professionals. Also, we routinely consult with each other concerning our clients. Please let your therapist know if you would prefer that other clinical staff *not* be consulted about your case. All of the professional staff is bound by the same rules of confidentiality, and the secretarial staff have been trained in privacy rules and have agreed not to release any information outside of the practice without permission of a professional staff member.

-“*Disclosure*” means activities outside of our office, such as releasing, transferring, or providing access to information about you to other parties. Your therapist may find it helpful to share information with your primary care physician or other health and mental health professionals who are currently treating you. Your signature on this Agreement is written, advance consent for us to release information to these professionals. A record of these disclosures will be kept in your Clinical Record.

Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During consultations, your therapist makes every effort to avoid revealing the identity of patients. The other professionals are also legally bound to keep the information confidential. The therapist will note all consultations in your Clinical Record.

Uses and Disclosures Requiring Authorization

Your therapist may use or disclose PHI for purposes outside of treatment, payment, and health care operations when authorization is obtained. An “*authorization*” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when your therapist is asked for information for purposes outside of treatment, payment and health care operations, she/he will obtain an authorization from you before releasing this information.

Your therapist will also need to obtain a separate authorization before releasing your psychotherapy notes. “*Psychotherapy notes*” are notes your therapist has made about your conversations during a private, group, joint, or family counseling session, which your therapist has kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI. You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) Your therapist has relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

Your therapist will also obtain an authorization from you before using or disclosing PHI in any way that is not described in this Notice.

Uses and Disclosures with Neither Consent nor Authorization

Your therapist may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse:** If your therapist knows or suspects that a child under 18 years of age or a mentally retarded, developmentally disabled, or physically impaired person under 21 years of age has suffered or faces a threat of suffering any physical or mental wound, injury, disability, or condition of a nature that reasonably indicates abuse or neglect, she/he is required by law to report that knowledge or suspicion to the Michigan Public Children Services Agency, or a municipal or county peace officer.
- **Elder Abuse:** If your therapist has reasonable cause to believe that an elder is being abused, neglected, or exploited, or is in a condition which is the result of abuse, neglect, or exploitation, she/he is required by law to immediately report such belief to the County Department of Job and Family Services.
- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information concerning your evaluation, diagnosis or treatment, such information is protected by the psychologist-client (or social work-client) privilege law. Metropolitan Psychological Associates P.C. cannot provide any information without your (or your personal or legal representative’s) written authorization. However, if a court orders Metropolitan Psychological Associates P.C. to disclose information, we are required to provide it. 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.

- **Serious Threat to Health or Safety:** If your therapist believes that you pose a clear and substantial risk of imminent serious harm to yourself or another person, she/he may disclose your relevant confidential information to public authorities, the potential victim, other professionals, and/or your family in order to protect against such harm. If you communicate to your therapist an explicit threat of inflicting imminent and serious physical harm or causing the death of one or more clearly identifiable victims, and your therapist believes you have the intent and ability to carry out the threat, then she/he is required by law to take one or more of the following actions in a timely manner: 1) take steps to hospitalize you on an emergency basis, 2) establish and undertake a treatment plan calculated to eliminate the possibility that you will carry out the threat, and initiate arrangements for a second opinion risk assessment with another mental health professional, 3) communicate to a law enforcement agency and, if feasible, to the potential victim(s), or victim's parent or guardian if a minor, all of the following information: a) the nature of the threat, b) your identity, and c) the identity of the potential victim(s).
- **Worker's Compensation:** If you file a worker's compensation claim, your therapist may be required to give your mental health information to relevant parties and officials.
- **If the client is a minor:** Both parents have access to the minor client's complete Clinical Record, including Psychotherapy Notes, unless there is a court order prohibiting one of the parents from access.
- **If a government agency** (such as Medicare) is requesting the information for health oversight activities, Metropolitan Psychological Associates P.C. may be required to provide it to them.
- **If a client files a complaint** or lawsuit against Metropolitan Psychological Associates P.C. or any of its staff, Metropolitan Psychological Associates P.C. may disclose relevant information regarding that patient in order to defend itself.
- **Metropolitan Psychological Associates P.C. staff may present** disguised case material in seminars, classes, or scientific writings; in this situation, all identifying information and Protected Health Information is removed and client anonymity is maintained.
- **Your health insurance plan** has the right to review your Clinical Records for any services you have asked them to pay for. Unless your treatment is being paid for by a Workers Compensation plan, a health insurance company is *not* entitled to see Psychotherapy Notes, which are detailed notes your therapist may make concerning what you have talked about in therapy. However, they *are* entitled to see PHI in your clinical record, including information about dates of therapy, symptoms, your diagnosis, your overall progress towards those goals, any past treatment records that we 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.
- **When the use and disclosure without your consent or authorization is allowed under other sections of Section 164.512 of the Privacy Rule and the state's confidentiality law.** This includes certain narrowly-defined disclosures to law enforcement agencies, to a health oversight agency (such as HHS or a state department of health), to a coroner or medical examiner, for public health purposes relating to disease or FDA-regulated products, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.

CLIENT'S RIGHTS AND PSYCHOLOGIST'S DUTIES:

Client Rights:

- *Right to Request Restrictions* – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, your therapist is not required to agree to a restriction you request.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. For example, if you don't want family members to know you are seeing a therapist, you can have your bills sent to an alternate address.
- *Right to Inspect and Copy* – You have the right to inspect and/or obtain a copy of your, or your minor child's, PHI and psychotherapy notes in your therapist's mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. There will be a charge for records returned from remote/off site locations and for copies made.
- *Right to Amend* – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. Your therapist may deny your request.
- *Right to an Accounting* – You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization.
- *Right to a Paper Copy* – You have the right to obtain a paper copy of the Privacy Notice from your therapist upon request, even if you have agreed to receive the Notice electronically.
- *Right to Restrict Disclosures When You Have Paid for Your Care Out-of-Pocket* – You have the right to restrict certain disclosures of PHI to a health plan when you pay out-of-pocket in full for my services.
- *Right to Be Notified if There is a Breach of Your Unsecured PHI* – You have a right to be notified if: (a) there is a breach (a use or disclosure of your PHI in violation of the HIPAA Privacy Rule) involving your PHI; (b) that PHI has not been encrypted to government standards; and (c) my risk assessment fails to determine that there is a low probability that your PHI has been compromised.

Therapist's Duties:

- Your therapist is required by law to maintain the privacy of PHI and to provide you with a notice of their legal duties and privacy practices with respect to PHI.
- Metropolitan Psychological Associates P.C. reserves the right to change the privacy policies and practices described in this notice. Unless your therapist notifies you of such changes, however, the therapist is required to abide by the terms currently in effect.
- If Metropolitan Psychological Associates P.C. revises their policies and procedures, they will be posted in the waiting room for your inspection, at your convenience.

COMPLAINTS:

If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact Jeremy Novak PhD, 780 W. Grand River, Brighton, MI 48116 or call at (810) 225-1670. You may also send a written complaint to the Bureau of Health Services of Michigan, Complaint and Allegation Section, P.O. Box 30670, Lansing, MI 48909-8170. (517)241-2389.



YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE AGREEMENT AND AGREE TO ITS TERMS, AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE OF PRIVACY PRACTICES INCLUDED ABOVE.

Client or responsible party

Witness

Date



Fee Agreement

1. **FEE:** The fee for the initial consultation (90791) will be \$225.00. After that, your fee for individual sessions (90834) will be \$130.00 per 45-50 minute individual session. Our fee for a family session (with (90847) or without (90846) the client present) is \$175.00 per 45-50 minute session. The fee for group therapy will be \$75 per session. A fee of \$150 per 45 minutes will be assessed for psychological assessment and psychotherapy related activities, such as test administration, test interpretation, report writing, off-site meetings, etc. Although health insurance may aid in payment, you alone are responsible for paying for psychological services and appointments at Metropolitan Psychological Associates P.C. **If you cancel or do not keep an appointment without giving twenty-four hour (24hr.) advance notice, a fee of \$60.00 will be assessed for the time you have reserved.** Insurance companies do not pay for canceled appointments. If you call in advance to cancel your appointment, there will be no charge.

If your insurance company has contracted with Metropolitan Psychological Associates P.C. to accept a lower fee, your deductible and any noninsured portion of each session's fee will be based on that contracted amount. If the insurance company decides to increase the fee that Metropolitan Psychological Associates P.C. is allowed to charge, your deductible and any noninsured portion of each session's fee will be based on the increased amount. Sometimes managed care companies will authorize more sessions than your insurance benefits will pay for. If you see your therapist for visits *that are authorized* but not paid for by your insurance benefits, by signing this form you agree to pay Metropolitan Psychological Associates P.C. fee, as listed above, for each authorized visit that is not covered by your insurance benefits. **If your insurance company requires you to get authorization from them before seeing a therapist and you do not do so, you are responsible for payment in full of the fees listed above.**

Occasionally, Metropolitan Psychological Associates P.C. may increase its standard fee. If you are in therapy at Metropolitan Psychological Associates P.C. when an increase is to occur, you will be notified in advance. At that time, your fee will be adjusted to the new fee, this fee agreement will be terminated, and you will be asked to sign a new agreement which reflects the new fee.

2. PAYMENT ARRANGEMENT:

All accounts are payable in full within 30 days after billing.

_____ STANDARD PAYMENT ARRANGEMENT: Payment for any deductible or noninsured portion of your fee is due before each session.

_____ ALTERNATIVE PAYMENT ARRANGEMENT:

3. **COLLECTIONS PROCEDURES:** Metropolitan Psychological Associates P.C., reserves the right to collect any unpaid balance due. If a client is not making regular monthly payments on the account balance, Metropolitan Psychological Associates P.C. may use a collection agency or take legal action to secure payment, as authorized by state or federal law, and the collections action will become a part of your credit record. Clients will be notified in writing before Metropolitan Psychological Associates P.C. takes action to collect.

4. **LIMIT ON UNPAID BALANCE:** Metropolitan Psychological Associates P.C. may terminate treatment and refer the client elsewhere for continued care if the unpaid balance exceeds \$300.00.

I have read and understood the above fee agreement, and I agree to abide by its terms.

Name Date
(Parent must sign for a minor)