

Cynthia M. Mittelmeier, Ph.D.

240 Concord Ave. Cambridge, MA 02138 (617) 876 1246

CLIENT- THERAPIST SERVICE AGREEMENT

Welcome to my practice. This Agreement contains important information about my 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 client 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. 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, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session. Although these documents are long and complex, it is important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. When you sign this document, it creates an agreement between us. You may revoke this Agreement 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

Psychotherapy is not easily described in general statements. It 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 hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

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

Our initial session will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, 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

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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 you set up a meeting with another mental health professional for a second opinion.

MEETINGS

Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. It is important to note that insurance companies do not provide reimbursement for canceled sessions. The best way to cancel is through a phone message (617) 876-1246. I do not regularly check email. My phone number is a landline and therefore you cannot text me. Cancellations sent via text will not be received, and you will be charged.

CONTACTING ME

Due to my schedule, I am often not immediately available by telephone. I do not answer the phone when I am with a client. When I am unavailable, my messages are recorded onto voice mail that only I have access to. I check messages daily on my practice days. I check my voicemail sporadically on non-practice days.

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 times when you will be available.

In emergencies or if you are in crisis, please leave a message on my office voicemail. I will call back when I am available—not immediately. If you are unable to reach me and feel that you can't wait for me to return your call, call 911 or go to the nearest emergency room.

VACATION COVERAGE

You will be given advance notice of my vacation schedule. I will not check voicemail or email and will not respond while I'm away. I will provide you with the name of a colleague providing coverage. That name will also be on my office answering machine.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client 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 occasionally find it helpful to consult other health and mental health professionals about you. During a consultation, I do not reveal your identity. The other professionals are also

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legally bound to keep the information confidential. I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called “PHI” in my Notice of Policies and Practices to Protect the Privacy of Your Health Information).

- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where I am permitted or required to disclose information without either your consent or Authorization:

- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If you file a complaint or lawsuit against me, I may be required to disclose relevant information regarding you and your treatment.
- If you file a worker’s compensation claim, I am required to provide appropriate information, including a copy of your record, to your employer, the insurer, and/or the Department of Worker’s Compensation.
- 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 states confidentiality law. This includes certain narrowly-defined disclosures to law enforcement agencies, to health oversight agencies (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.

There are some situations in which I am legally obligated to take actions which are necessary to attempt to protect you or others from harm, and I may have to reveal information about your treatment. These situations are unusual:

- If a client threatens to harm himself/herself, I am obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.
- If I have reasonable cause to believe that a child under age 18 is suffering physical, sexual, or emotional injury resulting from abuse or is suffering from neglect, the law requires that I file a report with the Department of Children and Family Services. Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to believe that an elderly person is suffering from abuse or neglect, the law requires that I notify Elder Protective Services.

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- If I become aware of a situation involving domestic violence, I may have to notify the appropriate agencies, including law enforcement.
- If a client communicates to me an immediate threat of serious physical harm to an identifiable victim or if a client has a history of violence and the apparent intent and ability to carry out the threat, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, and/or seeking hospitalization for the client.

If such a situation arises, I will make every effort to discuss it with you before taking any action, and I will limit disclosure.

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 keep Protected Health Information about you. 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, past treatment records, 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 examine and/or receive a copy of your PHI if you request it in writing unless I believe that access would endanger you. In those situations, you have a right to a summary and to have your record sent to another mental health provider or to your attorney. 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 situations, I am allowed to charge a copying fee of \$2 per page. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your records, you have a right of review.

CLIENT RIGHTS

HIPAA provides you with rights with regard to disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information 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

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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.

MINORS & PARENTS

Clients under 18 years of age (who are not emancipated) and their parents should be aware that the law allows parents to examine their child's treatment records, unless I believe this review would be harmful to the client and his/her treatment. I see treatment as a collaboration between the minor client, her family, and myself. I do not disclose specific information except at the request of the client or in the rare situations noted above under limits of confidentiality. With your child's permission, I am happy to meet with parents to discuss progress.

BILLING AND PAYMENTS

You are expected to pay for my services at the beginning of each session.

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 client's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

ENDING THERAPY

You have the right to end therapy at any time. I have the right to end therapy for the following reasons: untimely payment of fees, failure to comply with treatment recommendations, conflict of interest, or your needs are outside my areas of training and expertise. If either of us decide to end therapy, I recommend that you participate in at least one more session, which is intended to facilitate a positive transition out of therapy or to a new provider. If you would like a new provider, I am happy to provide referrals.

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. It is very important that you find out exactly what mental health services your insurance policy covers because you are ultimately responsible for full payment of my fees. I will provide bills that you can submit to your carrier for reimbursement, if your plan allows you to see out of network providers.

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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.

BREACH NOTIFICATION

‘Breach’ has the meaning of that term as defined in 45 CFR 164.402 and applicable regulations under that section. It includes the unauthorized acquisition, access, use, or disclosure of unsecured PHI that compromises the security or privacy of such information. ‘Unsecured PHI’ has the meaning of that term as defined in 45 CFR 164.402. It includes protected health information (PHI) that is not secured through the use of a technology or methodology, such as encryption, specified by the Secretary of the US Department of Health and Human Services under that section.

When I become aware of or suspect a breach, I will conduct a Risk Assessment and I will keep a written record of that risk assessment. Unless I determine that there is a low probability that PHI has been compromised, I will give notice of the breach. After any breach, particularly one that requires notice, I will re-assess my privacy and security practices to determine what changes should be made to prevent the re-occurrence of such breaches.

YOUR SIGNATURE INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS.

Client signature or legal guardian

Date

Client signature or legal guardian

Date