LYNN DAVILLA SHIELDS, PH.D, CEDS

LICENSED CALIFORNIA PSYCHOLOGIST PSY13805

**PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT**

Welcome to my practice. This agreement contains important information about my professional services and business policies.

**PSYCHOLOGICAL SERVICES**

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 (e.g. psychodynamic, cognitive behavior, family systems, mindfulness) to deal with the problems that you hope to address. In order for therapy to be most successful, you will have to work on the things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since it sometimes involves discussing unpleasant aspects of your life, you 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. It can lead to better relationships, solutions to specific problems, and significant reductions in feelings of distress. There are no guarantees if what you will exerience.

**MEETINGS**

Psychotherapy sessions last between 50 and 60 minutes. Typically I will meet with you for 50 minutes then use the remaining 10 minutes to take notes or do other paperwork and phone calls related to our session.

**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 missed or cancelled sessions so the full amount of the session will be your responsibility.

**PROFESSIONAL FEES**

My full fee per session is **$160.00.** I also charge this amount for other professional services you may need such as report writing, telephone conversations, consulting with other professionals with your permission, preparation of treatment services and time spent performing any other service you may request of me.

If you are an Anthem Blue Cross member, then Anthem will decide my fee and you will be responsible for your co-pay. In case of a late cancellation or missed session, the full insurance fee will be your responsibility.

**CONTACTING ME/EMERGENCY SERVICES**

I do not answer calls while I am with a patient, however during my business hours, I do check my phone messages between patients if possible. When I am unavailable, my telephone is answered by an answering machine or the call will be directed to my voice mail. I will make every effort to return your call within 24 hours. Please make sure you always leave your name, phone number and a good time to return your call when leaving me a message.

In case of a true emergency, you may call my cell phone at 925-285-6764. If you are unable to reach me and feel that you cannot wait for me to return your call, you can call the Contra Costa Crisis Line at 1-800-833-2900 or go to your nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time I will provide you with the name of a colleague to contact if necessary.

You may also contact via email at lynndavillashields@hushmail.com. This e-mail is confidential. When I return any e-mail with identifying or private information I will have the mail encrypted. When you receive the e-mail you will be asked to answer a question (what is the name of Lynn’s dog?—answer = Puff) in order for you to be able to read it.

**LIMITS OF 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. However, there are situations where I am either permitted or legally mandated to disclose information without your consent. These are:

\* I may occasionally find it helpful to consult other health and mental health professionals. During a consultation I make every effort to avoid revealing the identity of my patient. The other professional is also legally bound to keep the information confidential.

\* Disclosures required by health insurers or to collect overdue fees.

\*If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him or her, or to contact family members or others who can help provide protections.

\*If you are involved in a court proceeding and a request is made for information about the professional services I have provided you and/or the records thereof, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your or your legally appointed representative’s written authorization, a court order, or a subpoena, or discovery request from another party to the court proceeding where that party has given you proper notice (when required) has stated valid legal grounds for obtaining Private Health Information, and I do not have grounds for objecting under state law (or you have advised me not to object). If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.

\*If a government agency is requesting 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 request, disclose information relevant to the claimant’s condition, to the worker’s compensation insurer.

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 I may have to reveal some information about a patient’s treatment. These situations are very unusual in my practice but pertain to the following:

\*If I have knowledge of a child under 18 or I reasonably suspect that a child under age 18 I have observed has been a victim of child abuse or neglect, the law requires that I file a report with the appropriate governmental agency, usually the county welfare department. I may also make a report if I know or reasonably suspect that mental suffering has been inflicted upon the child or that his or her emotional well-being is being endangered in any other way. Once such a report is filed, I may be required to provide additional information.

\*If I observe or have knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse of neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior such as the above, or reasonably suspects the abuse, law requires that I report it to the appropriate government agency. Once such a report is filed, I may be required to provide additional information.

\*If a patient communicates a serious threat of physical violence against an identifiable victim, I must take protective actions, including notifying the potential victim and contacting the police. I may also seek hospitalization of the patient, or contact others who can assist in protecting the victim.

\*If I have reason to believe that the patient is in such a mental or emotional condition as to be dangerous to him or herself, I may be obligated to take protective action, including seeking hospitalization or contacting family members or others who can 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 to what is necessary.

**PROFESSIONAL RECORDS**

Pursuant to the Health Information Portability and Accountability Act (HIPAA), I keep protected health information (PHI) about you. Your clinical record may include information about your reasons for seeking therapy, a description of the ways your problem impacts your life, your diagnosis, the goals 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, such as disclosure would physically endanger you and/or others or makes reference to others, you may examine 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. There will be a copying fee of 30 cents per page. The exceptions to this policy are contained in the attached Notices form. If I refuse your request for access to your clinical records, you have a right of review (except for information supplied to me confidentially by others) which I will discuss upon your request.

In addition, I may keep a set of psychotherapy notes that are for my own use are are designed to assist me in providing you with the best treatment. These notes are separate from the clinical notes and are not available to you and cannot be sent to anyone else, including insurance companies, without your written consent.

**MINORS AND PARENTS**

Patients under 18 years of age who are not emancipated can consent to psychological services subject to the involvement of their parents or guardian, unless the psychologist determines that their involvement would be inappropriate. A patient over age 12 may consent to psychological services if they are mature enough to participate intelligently in such services, AND the minor patient either would present a danger of serious physical or mental harm to him or herself or others, or is the alleged victim of incest or child abuse.

In addition, patients over age 12 may consent to alcohol or drug treatment in some circumstances. However, unemancipated patients under 18 years of age and their parents should be aware that the law may allow parents to examine their child’s treatment records unless I determine that access would have a detrimental on my professional relationship with the patient, or to his/her physical safety or psychological well-being.

Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, and parental involvement is also essential, it is usually my policy to request an agreement with the minors and their parents about access to information. **This agreement provides that during treatment, I will provide parents only with general information about the progress of treatment, and the patient’s attendance at the scheduled sessions.**

I will also, upon request, provide parents with a summary of their child’s treatment when it is complete. Any other communication will require the child’s authorization, unless I feel the child is in danger or a danger to someone else, 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 she/he may have.

**BILLING AND PAYMENTS**

**You will be expected 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 payments 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 would require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient is his/her name, the nature of the services provided and the amount due. If such a legal action is necessary, its costs will be included in the claim.

**INSURANCE REIMBURSEMENT**

I am currently an Anthem Blue Cross provider, however, I am hoping to discontinue my provider contract with them by 2015. I am not a provider for any other insurance company. Occasionally, I will agree to do a single case agreement with another insurance company which requires me to accept their pre-determined fee and co-pay.

If you have a health insurance policy other than Anthem Blue Cross, it will usually provide some coverage for mental health treatment. I will provide you with a monthly statement which will include information (diagnosis, procedure code, provider tax id and provider national provider identification number) you may submit it to your insurance company for reimbursement.