

## THERAPIST-PATIENT SERVICES for the office of Sheryl R. Jacobs, Ph.D. P.C.

Welcome to the office of Dr. Sheryl R. Jacobs, Ph.D., P.C. This document (the Agreement) contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that went into effect in April 2003 and provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI). HIPAA requires that we 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, which is attached to this Agreement, explains HIPAA and its 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 by the end of your first session. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on your therapist unless he or she has taken action in reliance on it; if there are obligations imposed on us 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.

### THERAPY SERVICES

Therapy can vary depending on the personalities of the therapist and patient, and the particular problems you are experiencing. There are many different methods your therapist may use to deal with the problems that you hope to address. In order for therapy to be most successful you will have to make an active effort to work on things talked about both during your sessions and at home.

Therapy can have benefits and risks. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, sometimes to achieve these goals, therapy may involve discussing unpleasant aspects of your life and you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness.

Your first session(s) will involve an evaluation of your needs. By the end of the evaluation, your therapist will be able to offer you some first impressions of what your therapy work will include and a treatment plan to follow, if you decide to continue with therapy. Therapy involves a large commitment of time, money, and energy, so you should feel comfortable with the therapist you select and with the plan presented to you. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with

another mental health professional for a second opinion.

### MEETINGS

After your evaluation, if psychotherapy is begun, we will usually schedule one 45-minute session (one appointment hour of 45 minutes duration) per week at a time we agree on, although this can vary in length and frequency. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 48 hours advance notice of cancellation. It is important to note that insurance companies do not provide reimbursement for late cancellations or missed scheduled appointments.**

### PROFESSIONAL FEES

Initial Evaluation	\$250
Individual Session	\$180
Family/Couples Session	\$180
Group Therapy Session	\$ 75
Legal Services	\$350

In addition to weekly appointments, we charge \$200 per hour for other professional services you may need, though we will break down the hourly cost if we work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of us. If you become involved in legal proceedings that require our participation, you will be expected to pay for all of our professional time, including preparation and transportation costs, even if we are called to testify by another party. Because of the difficulty of legal involvement, we charge \$350 per hour for preparation and attendance at any legal proceeding.

### CONTACTING US

Due to our work schedule and the fact that we do not interrupt our sessions with patients to take phone calls, we are often not immediately available by telephone. When we are unavailable, our telephone is answered by voice mail that we monitor frequently during regular business hours. Calls are generally returned within one business day, except for Wednesdays, weekends or holidays. If you are difficult to reach, please inform us of some times when you will be available. **If you are unable to reach us and feel that you can't wait for a return call, you can use the emergency number at (410) 409-2135, call 911 or contact the nearest emergency room.**

### LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a therapist. In most situations, we can only

Release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA and/or Maryland law. However, in the following situations, **no authorization is required:**

- We may occasionally find it helpful to **consult other health and mental health professionals** about a case. During a consultation, we make every effort to avoid revealing your identity. The other professionals are also legally bound to keep the information confidential.

- You should be aware that we may employ **administrative staff**. In most cases, we need to **share protected information with these individuals for administrative purposes, such as scheduling, billing and quality assurance**. All staff has been given training about protecting your privacy.

- Our office is shared with other health professionals, who are also aware of confidentiality.

- We also have contracts with a **clearinghouse which submits electronic claims to insurance companies**. As required by HIPAA, we have a formal business associate contract with this business, in which it/they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law.

- If you are involved in a court proceeding, we cannot provide any information without your written authorization, or a **court order**.

- If a **government agency** is requesting the information for **health oversight** activities (such as the MD. Dept. of Mental Health), to a coroner or medical examiner, for public health purposes relating to a disease or FDA-regulated products or for specialized government functions such as fitness for military duties, eligibility for VA benefits and national security or intelligence, we may be required to provide it for them.

- If a patient files a complaint or lawsuit against us, we may disclose relevant information regarding that patient in order to defend ourselves.

- I will also obtain an authorization from you before using or disclosing PHI in a way that is not described in this Notice, for using or disclosing PHI for marketing purposes, or for using or disclosing PHI in a way that is considered a sale of PHI.

- **Right to Opt out of Fundraising Communications.** You have a right to decide that you would not like to be included in Fundraising communications that I might send out.

- **You have the right to be notified if (a) there is a breach (or use or disclosure of you PHI in violation of the HIPPA 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.

*There are some situations in which we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a patient's treatment. These situations are unusual in our practice.*

- If we have reason to believe that a **child or vulnerable adult has been subjected to abuse or neglect, or that a vulnerable adult has been subjected to self-neglect, or exploitation**, the law requires that we file a report with the appropriate government agency, usually the local office of the Department of Social Services.
- If we know that a patient has a propensity for violence and the patient indicates that he/she has the **intention to inflict imminent physical injury upon a specified victim(s)**, we may be required to take protective actions. These actions may include establishing and undertaking a treatment plan that is calculated to eliminate the possibility that the patient will carry out the threat, seeking hospitalization of the patient and/or informing the potential victim or the police about the threat.
- If we believe that there is an **imminent risk that a patient will inflict serious physical harm or death on him/ herself**, or that immediate disclosure is required to provide for the patient's emergency health care needs, we may be required to take appropriate protective actions, including initiating hospitalization and/or notifying family members or others who can protect the patient.

If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit our disclosure to what is necessary.

### PROFESSIONAL RECORDS

The laws and standards of our profession require that we keep Protected Health Information about you in your Clinical Record. You may examine and/or receive a copy of your Clinical Record, if you request it in writing. If your therapist feels that disclosure of your Clinical Record is likely to endanger the life or physical safety of you or another person, you have a right to a summary and to have your record sent to another mental health provider. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in our presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, we are allowed to charge a copying fee of \$.60 per page (and certain other expenses). If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.

### 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 we amend your record; 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 our 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.

### MINORS & PARENTS

Patients under 16 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. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment. Therefore, it is usually our policy to request an agreement from any patient between 16 and 18 and his/her parents allowing us to share general information about the progress of treatment and their teen's attendance at scheduled sessions. Any other communication will require the teen's authorization, unless we feel that the teen 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, we will discuss the matter with the teen, if possible, and do our 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 or unless you have insurance coverage that requires another arrangement.**

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we 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 us to disclose otherwise confidential information. In most collection situations, the only information we release regarding a patient's treatment is his/her name, address, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

### INSURANCE REIMBURSEMENT

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. We will fill out forms and provide you with whatever assistance we can

in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our fees. It is very important that you find out exactly what mental health services your insurance policy covers.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before you are seen by the therapist in order to provide reimbursement for mental health services. **You are required to obtain the initial authorization** by calling the appropriate number on your insurance card. Failure to do this may result in your insurance company rejecting your claim, making you responsible for the entire charge.

You should also be aware that your contract with your health insurance company requires that we provide it with information relevant to the services that we provide to you. Maryland permits us to send some information without your consent in order to file appropriate claims. We are required to provide them with a **clinical diagnosis, dates of service, and the type of service rendered**. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. If we believe that your health insurance company is requesting an unreasonable amount of information, we will call it to your attention and we can discuss what to do. You can instruct us not to send requested information, but this could result in claims not being paid and an additional financial burden being placed on you. Once the insurance company has this information, it 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, we 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 we submit, if you request it. **By signing this Agreement, you agree that we can provide requested information to your carrier.**

Since we do not participate with insurance companies, it is your responsibility to file your claims with your insurance company in order to be reimbursed, unless you have agreed to have Dr. Jacobs electronically file these claims. It is also your right not to file these claims with your insurance company and to pay for services yourself to avoid the need to release information to your insurance company. 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.

**MARYLAND NOTICE FORM**  
**Notice of Therapist's Policies and Practices to Protect the Privacy of Your**  
**Patient's Health Information (modified 9/2013)**

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.

**I. Uses and Disclosures for Treatment, Payment, and Health Care Operations**

We may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your written authorization. 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 we provide, coordinate, or manage your health care and other services related to your health care. An example of treatment would be when we consult with another health care provider, such as your family physician or another psychologist.
- *Payment* is when we obtain reimbursement for your healthcare. Examples of payment are when we disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
- *Health Care Operations* are activities that relate to the performance and operation of our practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- “Use” applies only to activities within our practice group such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “Disclosure” applies to activities outside of our practice group, such as releasing, transferring, or providing access to information about you to other parties.
- “Authorization” is your written permission to disclose confidential mental health information. All authorizations to disclose must be on a specific legally required form.

**II. Other Uses and Disclosures Requiring Authorization**

- We may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. In those instances when we are asked for information for purposes out-side of treatment, payment, or health care operations, we will obtain an authorization from you before releasing this information.
- You may revoke all such authorizations at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) we have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.
- Authorization will also be obtained from you before using or disclosing PHI in a way that is not described in this notice.

**III. Uses and Disclosures without Authorization**

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

- *Child Abuse* – If we have reason to believe that a child has been subjected to abuse or neglect, we must report this belief to the appropriate authorities.
- *Adult and Domestic Abuse* – We may disclose protected health information regarding you if we reasonably believe that you are a victim of abuse, neglect, self-neglect or exploitation.
- *Health Oversight Activities* – If we receive a subpoena from the Maryland Board of Examiners of Psychologists, Social Workers, or Professional Counselors because they are investigating our practice, we must disclose any PHI requested by the Board.
- *Serious Threat to Health or Safety* – If you communicate to us a specific threat of imminent harm against another individual or if we believe that there is clear, imminent risk of physical or mental injury being inflicted against another individual, we may make disclosures that we believe are necessary to protect that individual from harm. If we believe that you present an imminent, serious risk of physical or mental injury or death to yourself, we may make disclosures we consider necessary to protect you from harm.
- *Judicial and Administrative Proceedings* – If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment or the records thereof, such information is privileged under state law, and we will not release information without your written authorization or a court order. The privilege does not apply when you are being evaluated by a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.

- *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 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.

## **V. Patient's Rights and Therapist's Duties**

### **Patient's Rights:**

- *Right to Request Restrictions* – You have the right to request restrictions on certain uses and disclosures of protected health information. However, we are not required to agree to a restriction you request.
- *Right to Restrict Disclosures When You Have Paid for Your Care Out of Pocket* -You have the right to restrict certain disclosure of PHI to a health plan when you pay *out of pocket in full* for the healthcare service.
- *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, you may not want a family member to know that you are seeing us. On your request, we will send your bills to another address.)
- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI in our mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. We may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, we will discuss with you the details of the request and denial process for PHI.
- *Right to Amend* – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. We may deny your request. On your request, we will discuss with you the details of the amendment process.
- *Right to an Accounting* – You generally have the right to receive an accounting of disclosures of PHI. On your request, we will discuss with you the details of the accounting process.
- *Right to a Copy* – You have the right to obtain a paper copy or an electronic copy upon request, in a format agreed upon by the patient and the psychologist.
- *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 involving your PHI; 9b) that PHI has not been encrypted to government standards; and (c) risk assessment fails to determine that there is a low probability that your PHI has been compromised.

### **Therapist's Duties:**

- We are required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.
- We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.
- A copy of the most current Policies and Practices to Protect the Privacy of Patient's Health Information will also be posted on our Website at [www.sheryljacobs.com](http://www.sheryljacobs.com).

## **V. Questions and Complaints**

- If you have questions about this notice, disagree with a decision we make about access to your records, or have other concerns about your privacy rights, you may contact your therapist directly.
- If you believe that your privacy rights have been violated and wish to file a complaint with your therapist, you may send your written complaint to your therapist. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.
- You have specific rights under the Privacy Rule. We will not retaliate against you for exercising your right to file a complaint.

## **VI. Effective Date, Restrictions, and Changes to Privacy Policy**

- This notice will go into effect on July 15, 2016.
- We reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. We will provide you with a revised notice by giving you a copy of the revised notice at a session with you or by mailing you a copy of the revision.