

**GREAT BAY MENTAL HEALTH ASSOCIATES, P.A.  
35 SECOND STREET, DOVER, NH 03820  
603- 742-9200**

**Outpatient Services Agreement  
Michael McCay MS. LMFT  
Licensed Marriage and Family Therapist**

Welcome to my practice. This document (the Agreement) contains information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new 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. HIPAA requires that I 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 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 sometimes complex, it is very important that you read them carefully before our next 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 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.

**PSYCHOTHERAPY SERVICES**

My clients include children, teens and adults. Psychotherapy is not easily described in general statements. It can vary depending on the personalities of the therapist and patient, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you present. My clinical training has included family systems therapy, couples therapy, trauma focused therapy, emotionally focused therapy, substance abuse with teens, and work with children in foster or adopted homes. I also work with families that have co-parenting issues as well as blended family issues. I will be happy to discuss more detail of my orientation and experience should you desire.

Therapy 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 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 first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will offer you my first impressions of what our work will include and a treatment plan to follow. Evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a commitment of time, money, and energy, so 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 refer you to another mental health professional for a second opinion.

**MEETINGS**

An evaluation usually lasts from 1 to 2 sessions. If psychotherapy is begun, I will schedule one session (one appointment hour of 50 minutes duration) every 1-2 weeks, depending on your clinical needs and insurance company or other financial limits. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control]. Insurance companies do not provide reimbursement for cancelled sessions. Medicaid provisions prohibit this charge to patients. Repeated missed appointments may necessitate termination of treatment.**

#### **PROFESSIONAL FEES**

My evaluation fee is \$130.00 and my hourly session fee is \$115.00. In addition, I charge this amount for other professional services you may need. (the hourly cost will be broken down if I 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 me. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. [Because of the difficulty of legal involvement, I charge \$200 per hour for preparation and attendance at any legal proceeding.]

#### **CONTACTING ME**

The office staff is generally available from 8 to 5:00 weekdays. I am often not immediately available by telephone. When I am unavailable, my telephone is answered by the secretary or answering machine. For emergencies call our main number, push 0 and wait for either the secretary or the answering service. Make sure to indicate this is an emergency and I or the covering clinician will be paged. Emergencies involve immediate physical harm to yourself or someone else. For all other calls, I will generally return these at the end of the office days I am present. If I am off for the day or away, I will usually indicate this to my clients. Usually I take a one week vacation in the winter around January and one week in the summer. Coverage and treatment management for these times will be discussed with clients. Snow cancellations will be also announced via voice mail greeting. **Please make sure to leave your phone number on your message and inform me of the times when you will be available.** If you are unable to reach me and you can't wait for me to return your call, contact your family physician or the nearest emergency room. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

#### **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a therapist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets legal requirements imposed by HIPAA. There are some situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

\* I consult with other health and mental health professionals about cases. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are legally bound to keep the information confidential. If you don't object, 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.

\* I practice with other mental health professionals and we employ administrative staff. In most cases, I share protected information with these individuals for clinical and administrative purposes, such as scheduling, billing and quality assurance. In our group practice, there is one chart per patient and any clinician who treats that patient will have access to that chart and we may consult with each other for your clinical care. All staff members have been given training

about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.

\* GBMHA also has contracts with legal, accounting, electronic billing, phone, answering and computer service companies. As required by HIPAA, we have a 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 you wish, I can provide you with the names of these organizations and/or a blank copy of this contract.

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

\* If you are involved in a court proceeding and a request is made for information concerning the professional services I provided you and/or the records thereof, such information is protected by the therapist-patient privilege law. I cannot provide any information without your written authorization, or a court order. 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 the information for health oversight activities, I may be required to provide it.

\* If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself. 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 unusual in my practice. These situations include:

- Child Abuse
- Adult and Domestic Abuse
- Serious Threat to Health or Safety

Please see the New Hampshire Notice Form provided for more details. 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.

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**

The laws and standards of my profession require that I 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. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. 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. [I am sometimes willing to conduct this review meeting without charge.] In most circumstances, I am allowed to charge a copying fee of \$15.00 for the first 30 pages or 50 cents per page, whichever is greater (and for certain other expenses). Medical Records are the property of Great Bay Mental Health Associates, PA. When or if I leave the practice they will remain the property of Great Bay Mental Health Associates, PA.

**PATIENT RIGHTS**

HIPAA provides you with rights regarding your Clinical Records and disclosures of protected health information. These include requesting that I 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 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**

Unless informed otherwise, I assume that every child has two parents with equal legal rights to initiate treatment, make treatment decisions, receive and disseminate information from the child's medical record, and communicate with me. I hope that each parent will seek to keep the other parent informed of the decision to engage in the evaluation, the treatment plan and the progress of their child. **Should one parent's rights be limited or terminated, or if a court has ordered that both parents must give consent for treatment, it is the parent's responsibility to provide documentation from the court showing the limits on, or termination of, parental rights.**

#### **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. Payment schedules for other professional services will be agreed to when they are requested. 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 patient'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.]

#### **INSURANCE REIMBURSEMENT**

In order for us to set realistic treatment goals and priorities, we must evaluate what resources you have available to pay for your treatment. If you have health insurance, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with assistance in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. Find out exactly what mental health services your insurance policy covers and if you have questions about the coverage, call your plan administrator. Some plans only cover short-term therapy. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. [Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.] Your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. I will make every effort to release only the minimum information about you that is necessary for the purpose requested.

This information will then become part of the insurance company files and will probably be stored in a computer. 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. Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above [unless prohibited by contract].

**Dated: April 20, 2009.**