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Licensed Psychologist



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Outpatient Services Contract

Outpatient Services Agreement Welcome to my practice. This document contains important information about my professional 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 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 for use and disclosure of PHI and that I obtain your signature acknowledging that I have provided you with this information. Please read this document carefully and let me know if you have any questions.

Psychological Services

There are a number of different approaches that can be utilized to address the problems that bring you here. Psychological services are not like visiting a medical doctor, in that psychotherapy requires an active effort on your part. In order to be most successful, you will have to work on things we talk about. Psychotherapy / Counseling has both benefits and risks. Risks sometimes include experiencing uncomfortable feelings such as sadness, guilt, anxiety, anger and frustration, loneliness, and helplessness. Psychotherapy often requires discussing unpleasant aspects of your life. Psychotherapy has been shown to have benefits for people who undertake it. Therapy often leads to significant reduction in feelings of distress, better relationships, and resolutions of specific problems. As psychotherapy is a complex process, there can be no guarantee regarding the outcome or degree of progress that may be achieved. Our first few sessions will involve an evaluation of your needs and I will offer you some initial impressions.

Meetings

I will usually schedule one session every week or every other week at a mutually agreed time, although sometimes more frequent or less frequent sessions can be very helpful. Once this appointment hour is scheduled, you will be expected to pay for it unless you provide **24 hours advance notice of cancellation**. Missed appointments are not reimbursable under most insurance policies, so you will be responsible for the entire session fee.

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, which requires another arrangement. Please see our fee schedule, below.

Fee Schedule:

Initial appointment : \$210

Individual, couples or family session \$180.00

Telephone sessions (per 15 minute increments) \$60.00

Correspondence (per 15 minute increments) \$60.00

Psychological evaluations and testing (per hour) \$200.00

Forensic work and court appearances (per hour) \$300.00

Returned Check Fee \$25.00

It is often necessary when seeing children in psychotherapy for the clinician to spend time outside of the session working on the case. Insurance typically only covers face to face therapy and therefore such outside of the session time is billed directly to parents. I will notify you when these circumstances arise. Additional fees will be billed for the following types of situations: communicating with your child's guidance counselor or teacher, reading previous evaluations or reports, revising 504 plans or IEPs, attending school meetings, scoring assessment measures or other diagnostic evaluations. Fee is \$60 for 15 minute increments of time.

If your account is more than 60 days in arrears and suitable arrangements for payment have not been agreed to, I have the option of using legal means to secure payment, including collection agencies or small claims court. If such legal action is necessary, the costs of bringing that proceeding will be included in the claim. In most cases, the only information, which I would release to a court or collection agency, would be the client's name, the nature of the services provided and the amount due.

Insurance Reimbursement

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources are available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will provide you with whatever assistance I can in facilitating your receipt of the benefits to which you are entitled, including filling out forms as appropriate. However, you, and not your insurance company, are responsible for full payment of the fee. Therefore, it is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions, you should call your plan administrator and inquire. Of course, I will provide you with whatever information I can based on my

experience and will be happy to try to assist you in deciphering the information you receive from your carrier. If necessary to resolve confusion, I am willing to call the carrier on your behalf.

The escalation of the complexity of insurance benefits sometimes makes it difficult to determine exactly how much mental health coverage is available. “Managed” Health Care Plans such as HMOs and PPOs often require advance authorization before they will provide reimbursement for mental health services. These plans are often oriented toward a short-term treatment approach designed to resolve specific problems that are interfering with one’s usual level of functioning. It may be necessary to seek additional approval after a certain number of sessions. In my experience, while quite a lot can be accomplished in short-term therapy, many clients feel that more services are necessary after insurance benefits expire.

You should also be aware that most insurance agreements require you to authorize me to provide a clinical diagnosis and sometimes additional clinical information such as a treatment plan or summary (or in rare cases a copy of the entire record). This information will become part of the insurance company files and in all probability; some of it will be computerized. All insurance companies claim to keep such information confidential, but once it is in their hands, I have no control over what they do with it. In some cases they may share the information with a national medical information data bank. If you request, I will provide you with a copy of any report that I submit.

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 the insurance benefits run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself and avoid the complexities that are described above.

Contacting Me

I am often not immediately available by telephone. When I am unavailable, my telephone is answered by a voicemail system, which I monitor frequently. I will make every effort to return your call as soon as possible, with the exception of weekends and holidays. If you are difficult to reach, please leave some times when you will be available. In emergencies, you should call me at (508)393-4270, leave me a message that it is an emergency and I will get back to you as soon as possible. If you cannot wait for a call back you should call 911 or go to the nearest Emergency Room and have the staff there get in touch with me. If I plan to be away from the office for an extended period of time I will provide you with the name of a trusted colleague whom you can contact if necessary.

Minors

If you are under 18 years of age, please be aware that the law may provide your parents with the right to examine your treatment records. It is my policy to request an agreement from parents that they consent to give up access to your records. If they agree, I will

provide them only with general information about our work together unless I feel that there is a high risk that you will seriously harm yourself or another, in which case I will notify them of my concern. Before giving them any information I will discuss the matter with you, if possible, and will do the best I can to resolve any objections you may have about what I am prepared to discuss.

I also conform to all Federal Confidentiality Laws (42 USC 290-dd-3 and 42 USC 209ee-3) and regulations (42CFR Part 2) relating to alcohol and drug abuse treatment records. Under the Federal Confidentiality Law, 42 CFR Part 2, a child who is twelve years old or older, seeking treatment for substance use, has the same rights to confidentiality as an adult. Under this law, I may not let anyone know that you attend counseling here and, additionally, I am not permitted to disclose any information identifying you as a substance user.

Confidentiality

In general, the confidentiality of all communications between a client and a psychologist is protected by law, and I can only release information about our work to others with your written permission. However, there are a number of exceptions.

In most legal proceedings you have the right to prevent me from providing information about your treatment. However, in some circumstances such as child custody proceedings or proceedings in which your emotional condition is an important element, a judge may require my testimony if he or she determines that resolution of the issues before him or her demands it.

There are some situations in which I am legally required to take action to protect others from harm, even though that requires revealing some information about a client's treatment. For example, if I believe that a child, an elderly person, or a disabled person is being abused, I am required to file a report with the appropriate state agency.

If I believe that a client is threatening serious bodily harm to himself or herself, or to another, I am required to take protective actions, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization for the client or to contact family members or others who can help provide protection.

These situations have rarely arisen in my practice. Should such a situation occur, I would make every effort to fully discuss it with you before taking any action.

I may occasionally find it helpful to consult about a case with other professionals. In these consultations, I make every effort to avoid revealing the identity of my client. The consultant is, of course, also legally bound to keep the information confidential. Unless you object, I will not tell you about these consultations unless I feel that it is important to our work together.

You should also be aware that:

- 1- You have the right to restrict certain disclosures of Protected Health Information to a health plan if you pay out-of-pocket in full for our services;
- 2- You have the right to be notified if there is a breach of your unsecured Protected Health Information;
- 3- We must obtain your signed authorization before we can release your Protected Health Information for any uses and disclosures not described above.

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, which you may have. The laws governing these issues are quite complex, and I am not an attorney. While I am happy to discuss these issues with you, should you need specific advice, formal legal consultation may be desirable. If you request, I will provide you with relevant portions or summaries of the applicable state law governing these issues.

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. 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.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship

OUT PATIENT SERVICE AGREEMENT

Signature

Date

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PERMISSION TO TREAT A MINOR: I, _____,
parent/legal guardian of _____, give my permission for my
son/daughter to receive counseling/treatment from Lisa Kamean-Silva, Psy.D. Licensed
Psychologist

Signature:_____ Date:_____

Signature:_____ Date:_____ Revised