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DBT by Design

Center for Third Wave CBT

South FL DBT Consortium

Welcome to my practice. This document contains important information about our office's 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 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 your clinician obtain your signature acknowledging that you have been provided with this information at the end of this session. When you sign this document, it will also represent an agreement between you and your clinician. You may revoke this Agreement in writing at any time. That revocation will be binding unless your clinician has taken action in reliance on it; if there are obligations imposed 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 you hoped to address. Psychotherapy is not like a medical doctor's visit. Instead, it calls for a very active effort on your part. In order for this therapy to be effective, you will have to work on things we talk about both during our session S and at home.

Psychotherapy can have risks and benefits. Since therapy often involves discussing unpleasant aspects of your life, you may experience an uncomfortable feelings like sadness, anger, frustration, loneliness and helplessness. On the other hand, psychotherapy has shown to have many benefits. Therapy also 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 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 therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time and money. If you have any questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to facilitate meeting another mental health professional for a second opinion.

Meetings

I normally conduct an evaluation that will last from 1 to 2 sessions. During this time in order to meet your treatment goals. Sessions are 45 minutes in length usually once per week the initial evaluation session is 60 minutes. Sometimes longer sessions need to be scheduled for more frequent meetings during the week. Once you schedule an appointment, you will be expected to pay for it unless you provide what he

eight hours advanced notice of cancellation. It is important to note that insurance companies will not reimburse you for missed sessions.

Professional fees

The initial evaluation cost is \$350. Ongoing psychotherapy sessions are \$250. Other services such as report writing and phone calls over 10 minutes in length will be billed according to my hourly rate. 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 travel costs even if I am called to testify by another party. My fees for preparation are \$250 per hour and for attendance at any legal proceeding \$350 per hour.

Contacting me

Due to my work schedule I am not always immediately available. I do not answer the phone while I am in session. I monitor my office voice mail frequently throughout the day. I make every effort to return phone calls the same day. To change an appointment you can text call or email me. In emergencies, you may call my cell phone which can be obtained by calling my office. If you cannot reach me and feel that you are in imminent danger, please go to the nearest emergency room. When I am on vacation I will have a colleague cover any emergencies. The information of how to reach that person will be recorded on my office voicemail. If you cannot wait for a return phone call, call your family physician or your nearest emergency room and ask for the mental health specialist on call.

Limits of confidentiality

The law protects the privacy of all communications between a patient and a psychologist. In most situations, your clinician 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:

- Your clinician may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, every effort is made to avoid revealing the identity of a patient. The other professionals are also legally bound to keep the information confidential.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where your clinician is 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 your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. Your clinician cannot provide any information without your (or your legal representative's) written authorization, or a court order, or if your clinician receives a subpoena of which you have been properly notified and you have failed to inform me that you oppose the subpoena. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order your clinician to disclose information.

- If a government agency is requesting the information for health oversight activities, within its appropriate legal authority, your clinician may be required to provide it for them.
- If a patient files a complaint or lawsuit against your clinician, your clinician can disclose relevant information regarding that patient in order to defend herself.
- If a patient files a worker's compensation claim, and your clinician is providing necessary treatment related to that claim, he or she must, upon appropriate request, submit treatment reports to the appropriate parties, including the patient's employer, the insurance carrier or an authorized qualified rehabilitation provider.

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

- If your clinician knows, or has reason to suspect, that a child under 18 is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or any other person responsible for the child's welfare, the law requires that your clinician file a report with the Department of Child and Family Services. Once such a report is filed, your clinician may be required to provide additional information.
- If there is reasonable cause to suspect that a vulnerable adult has been or is being abused, neglected, or exploited, the law requires that I file a report with the central abuse hotline. Once such a report is filed, your clinician may be required to provide additional information.
- If it is believed that there is a clear and immediate probability of physical harm to the patient, to other individuals, or to society, your clinician may be required to disclose information to take protective action, including communicating the information to the potential victim, and/or appropriate family member, and/or the police or seeking hospitalization of the patient.

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

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

If the government agency is requesting the information for health oversight activities, with in its appropriate legal authority, I may be required to provide it for them.

Section 215. Access to records and other items under the foreign intelligence surveillance act. This section of the US patriot act allows FBI agents to request special court orders for business and medical records as part of terrorism investigations.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, this 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 maybe needed.

Professional records

You should be aware that, pursuant to HIPAA, your clinician keeps Protected Health Information about you in professional records called your Clinical Record. 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, 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 that disclosure would physically endanger you and/or others, or makes reference to another person (other than a health care provider) and your clinician believes that access is reasonably likely to cause substantial harm to such other person, 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, it is recommended that you initially review them in your clinician's presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, clinicians are allowed to charge a copying fee of \$1.00 per page (and for certain other expenses).

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 your clinician 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. As your clinician, I am happy to discuss any of these rights with you.

Minors and Parents:

Patients under 18 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. Children between 13 and 17 may independently consent to (and control access to the records of) diagnosis and treatment in a crisis situation. 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 minors [over 12] and their parents about access to information. This agreement provides that during treatment, your clinician will provide parents with only with general information about the progress of the treatment, and the patient's attendance at scheduled sessions. Any other communication will require the child's Authorization, unless your clinician feels that the child is in danger or is a danger to someone else, in which case, your clinician will notify the parents of their concern. Before giving parents any information, your clinician will discuss the matter with the child, if possible, and do my 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. Payment schedules for other professional services will be agreed to when they are requested. [In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.]

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, 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. Our office 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 my fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should also be aware that your contract with your health insurance company requires that your clinician provide it with information relevant to the services that are provided to you. Your clinician is required to provide a clinical diagnosis. Sometimes your clinician is required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, every effort will be made to release only the minimum information about you that is necessary for the ¹purpose requested. This information 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. Your clinician will provide you with a copy of any report submitted, if you request it. By signing this Agreement, you agree that your clinician can provide requested information to your carrier.

Please Sign Below

By signing this agreement I also acknowledge that I have been provided a copy of the Florida HIPPA notice form.

Signature of Patient

Date

Signature of Parent or Guardian

Date

¹ Revised 1/24/19