

Betsy Rubel PhD, Licensed Clinical Psychologist

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OUTPATIENT SERVICES AGREEMENT

Please read this document, which contains useful information regarding my professional services and business policies such as confidentiality, meetings, billing/fees, etc. Feel free to note any questions you might have so that we can discuss them at our next meeting. Once you sign this contract, it will constitute a binding agreement between us. **Please print out and sign the last page and bring it to our first session.**

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general terms. It varies depending on the personality of both the therapist and the client, and the particular presenting issues of the client. There are a number of different therapeutic approaches that may be used to treat the problems you hope to address. Unlike traditional medical treatment such as going to your primary care doctor, psychotherapy requires a very active effort on your part. In order for therapy to be successful, you will need to work on issues both during our sessions and at home.

Psychotherapy can have both benefits and risks. Risks may include experiencing uncomfortable levels of feelings such as sadness, guilt, anxiety, anger, loneliness, frustration and hopelessness. Psychotherapy often requires recalling unpleasant aspects of your history. Psychotherapy has been shown to have benefits for people who undertake it. Benefits often include better relationships, problem/conflict resolution, and significant reduction in feelings of distress. There are no guarantees, however, of what you will experience.

I am an independent practitioner and I am not professionally associated with any group or other practitioner.

EVALUATION

My normal practice is to conduct an initial evaluation which lasts from 2 - 4 sessions. During this time, we can both decide whether I am the most appropriate person to provide the services you will need in order to meet your treatment goals. At the completion of the evaluation, I will be able to offer some initial impressions of what our work will include and an initial treatment plan, if you decide to begin therapy. You should evaluate this information along with your own assessment about whether you feel comfortable working with me. Therapy involves quite a bit of time, energy and financial commitment; therefore you should choose your therapist carefully. If you have any questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to assist you in arranging a consultation with another mental health care professional.

MEETINGS

When psychotherapy is initiated, I will typically schedule one **45-minute** session per week at a mutually agreed upon time. Once an appointment time is scheduled, I ask that you inform me as quickly as possible if you are unable to attend and I will do the same.

CANCELATION POLICY

If you need to cancel a session, I ask that you do so at least 48 hours prior to our scheduled time. If you do not cancel within 48 hours of our session, I charge the full fee for missed appointments. This policy applies to all cancelations, for any reason.

PROFESSIONAL FEES

The fee for a **45-minute** outpatient session is \$300. It is my practice to charge this amount on a prorated basis for other professional services you require such as report writing, preparation of records or treatment summaries, telephone conversations longer than 15 minutes, or attendance at meetings/consultations with other professionals which you have authorized. My fees are subject to a small increase on January 1st of every year which approximately reflects the inflation rate. In unusual circumstances, you may become involved in a litigation which may require my participation. Due to the complexity and difficulty of legal involvement, I charge \$300 per hour for preparation and attendance in any legal proceeding.

BILLING AND PAYMENT

You will be expected to **pay for each session at the time it is held**. If paying by check, please provide payment at the start of session. If your account is more than 60 days in arrears and suitable arrangements for payment have not been agreed upon, I have the option of using legal means to secure payment, including collection agencies or small claims court. In most cases, the only information which I release about a client's treatment would be the client's name, the nature of services provided and the amount due.

INSURANCE REIMBURSEMENT

I do not accept insurance reimbursement as a form of payment. If you have a health insurance policy that provides coverage for some or all of your mental health treatment, you will be expected to pay for your services with me up front and then request reimbursement directly from your insurance company. I am happy to assist you in completing any necessary forms in this regard. Be aware that most insurance agreements require you to authorize me to provide a clinical diagnosis and, in rare cases, a copy of your entire mental health record. 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. It is important to remember that you always have the right to pay for my services yourself (and not request reimbursement from your health insurance company) and thereby avoid the complexities that are described above.

PROFESSIONAL RECORDS

I am required by both the law and the standards of my profession to maintain appropriate treatment records. You are entitled to receive a copy of these records upon request, unless I believe that seeing them would be emotionally damaging, in which case I will be happy to provide them to an appropriate mental health professional of your choice. I can also provide an appropriate summary. Due to the professional language, these records may be difficult to interpret or understand. If you wish to see your records, I recommend that we review them together so that we can discuss their content.

CONTACTING ME

I am often not immediately available by telephone. I do not answer the phone when I am in a session or meeting. I do check my messages frequently and will make every attempt to return your call as quickly as possible. If it is an emergency and you need immediate assistance, please call 911, contact your primary care doctor or go to your nearest emergency room. If I am unavailable for an extended period of time, I will provide the name and number of a trusted colleague whom you can contact if necessary.

CONFIDENTIALITY

It is important to know that your privacy in consulting with a licensed psychologist is protected by the law, and your disclosures are generally held to be confidential. In the case of these sessions you hold the legal right of privileged communication, which means that in a Court of Law, your psychologist may not reveal any information you have revealed in session, unless compelled by a Court Order or a valid Subpoena.

In general, a mental health professional may not reveal any personally identifiable information about you to anyone, unless you first provide authorization by signing a consent form. In the event that it would be beneficial to discuss aspects of your treatment with a third party (e.g., referring psychiatrist, physician, etc), where you would be personally identified, this would be discussed with you and your written consent would be obtained. 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 also legally bound to keep any information confidential. Unless you object, I will not discuss these consultations with you unless I feel it is important to our work together.

There are circumstances when a psychologist may break confidentiality or is required to break confidentiality. Some of these include:

- If I believe that a minor child, an elderly person or a disabled person is being abused, I must report to the appropriate agency.

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

These circumstances have rarely occurred in my practice. Should such circumstances occur, then I will make every reasonable effort to discuss it with you prior to taking action.

MINORS

If you are under eighteen 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, upon request I will provide them with general information regarding how your treatment is proceeding and/or feedback when your treatment is complete. The only circumstances in which I will break our confidentiality are if I feel that there is a high risk that you will seriously harm yourself or if I suspect child abuse. Under any of these circumstances I would notify your parents and the appropriate authorities/agencies of my concerns. If it is ever necessary to break your confidentiality, I will make every reasonable effort to discuss the matter with you first and will do my best to resolve any objections you may have about what I am compelled to discuss.

Notice of Privacy Practices by Dr. Betsy Rubel

I am committed to protecting medical/mental health information about you. As part of my standard practices, I create a record of the care and services you receive by me for use in your care and treatment.

I am required by law to make sure your mental health information is protected. Please review the following important information:

An Introduction to Privacy Rights for Psychology Clients

You may have heard about the complex new federal privacy rule under the Health Insurance Portability and Accountability Act, better known as HIPAA. It is important that, as my client, you understand what this rule means, and how it could affect you.

In general, HIPAA establishes requirements for how I -- as well as other health care professionals and organizations -- use and disclose your records. HIPAA also provides certain basic privacy rights and helps clarify all patient privacy rights, including those that exist under state law.

Following is a brief summary of the HIPAA rule. I will also be providing you with a detailed notice of your privacy rights, which is a requirement of HIPAA.

Under the HIPAA rules:

- I will exercise even greater care in handling your records to prevent unauthorized individuals from seeing them.
- You generally have the right to review your records, receive a copy of them, and request that any errors be corrected. In certain situations, I have the right to deny such requests.
- You have increased protection from insurance companies and others who may ask to see your records.
- You are able to request certain restrictions on the disclosure of your records – although I may use my best judgment about whether to comply with your request.
- You have the right to receive confidential communications of health information at any location you specify. For example, a client may request that a bill be sent to an address other than his or her home, or ask me not to leave any messages on a home answering machine.
- Be assured that I consider maintaining my clients' privacy a critical component of my practice. Please don't hesitate to let me know if you have any questions about the new HIPAA privacy rule.

HIPAA Disclosure

Notice of Psychologists' Policies and Practices to Protect the Privacy of Your Health Information

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

I may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions:

- "PHI" refers to information in your health record that could identify you.
- "Treatment" is when I provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist.

- “Payment” is when I obtain reimbursement for your healthcare. Examples of payment are when I 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 my 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 my office such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “Disclosure” applies to activities outside of my office, such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

I may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An “authorization” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment and health care operations, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before releasing your psychotherapy notes. “Psychotherapy notes” are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

III. Uses and Disclosures with Neither Consent nor Authorization

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

- Child Abuse: If I have reasonable cause to believe that a child has suffered abuse or neglect, I am required by law to report it to the proper law enforcement agency or the Washington Department of Social and Health Services.
- Adult and Domestic Abuse: If I have reasonable cause to believe that abandonment, abuse, financial exploitation, or neglect of a vulnerable adult has occurred, I must immediately report the abuse to the California Department of Social and Health Services. If I have reason to suspect that sexual or physical

assault has occurred, I must immediately report to the appropriate law enforcement agency and to the Department of Social and Health Services.

- Health Oversight: If the California Board of Psychology subpoenas me as part of its investigations, hearings or proceedings relating to the discipline, issuance or denial of licensure of state licensed psychologists, I must comply with its orders. This could include disclosing your relevant mental health information.
- Judicial or Administrative Proceedings: If you are involved in a court proceeding and a request is made for information about the professional services that I have provided to you and the records thereof, such information is privileged under state law, and I will not release information without the written authorization of you or your legal representative, or a subpoena of which you have been properly notified and you have failed to inform me that you are opposing the subpoena, or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- Serious Threat to Health or Safety: I may disclose your confidential mental health information to any person without authorization if I reasonably believe that disclosure will avoid or minimize imminent danger to your health or safety, or the health or safety of any other individual.
- Worker's Compensation: If you file a worker's compensation claim, with certain exceptions, I must make available, at any stage of the proceedings, all mental health information in my possession relevant to that particular injury in the opinion of the California Department of Labor and Industries, to your employer, your representative, and the Department of Labor and Industries upon request.

IV. Patient's Rights and Psychologist'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 about you. However, I am not required to agree to a restriction you request.
- 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 me. Upon your request, I 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 and psychotherapy notes in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.

- Right to Amend – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I 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 for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, I will discuss with you the details of the accounting process.
- Right to a Paper Copy – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

Psychologist's Duties:

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will date and post a copy of the revisions to www.betsyrubel.com.

V. Questions and Complaints

If you have questions about this notice, disagree with a decision I make about access to your records, or have other concerns about your privacy rights, you may contact me, Betsy Rubel, Ph.D. at (415) 608-7323.

If you believe that your privacy rights have been violated and wish to file a complaint with me/my office, you may send your written notice of your complaint to me, Betsy Rubel, PhD, 1 Blackfield Drive Suite 2, #154, Tiburon, CA 94920.

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. I will be happy to provide you with the appropriate address upon request. You have specific rights under the Privacy Rule. I 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 August 1, 2005.

I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. Revisions to this notice will be posted to my website at the time of revision. I will be happy to provide you with a written copy of these revisions upon request.

2013 HIPAA Final Rule:

- Most uses and disclosures of psychotherapy notes, uses and disclosures of protected health information (PHI) for marketing purposes, and disclosures that constitute a sale of PHI require patient authorization;
- Other uses and disclosures not described in the Privacy Notices will be made only with authorization from the individual;
- Patients have the right to restrict certain disclosures of PHI to health plans/insurance companies if the patient pays out of pocket in full for the health care service; and
- Affected patients have the right to be notified following a breach of unsecured protected health information.

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OUTPATIENT SERVICES AGREEMENT

Please check each box to indicate your agreement:

I have read and understood the above Outpatient Services Agreement for Dr Betsy Rubel.

I consent to the policies and procedures described in the above Outpatient Services Agreement for Dr Betsy Rubel.

I understand that I will be charged Dr Betsy Rubel's full fee for any session that is cancelled within 48 hours of the scheduled session, for any reason.

I have been provided with a summary of my privacy rights under HIPAA.

Signature of Parent/Guardian/Adult patient

Date

Please print this page out and bring it to your first session.