

## CLIENT SERVICE AGREEMENT

### CANCELLATIONS/ LATE ARRIVALS

Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 business hours advanced notice of cancellation. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. Patients are seen on time; appointment. If you arrive late, the appointment must end as scheduled and you will be charged for the full amount of your scheduled visit. This will allow me to see each patient when they are scheduled.

### LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychiatrist. In most situations, I 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 42CFR. There are other situations that require only that you provide written, advance consent. Your signature on the Client Services Agreement provides consent for those activities as follows:

- I may occasionally find it helpful to consult another health professional about a case. During a consultation, I make every effort to avoid revealing the identity of my patients. The other professionals are also legally bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless we feel that it is important to our work together.

- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

- If I believe that a patient presents an imminent danger to his/her health or safety, I may be obliged to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

- I reserve the right to look up any of my patients on the Pennsylvania Controlled Substances Reporting System. If I feel there are drug-drug interactions that put my patient in imminent danger of overdose or death, I reserve the right to contact the prescribing physicians or pharmacists in the system. I will do my best to discuss this with the patient should it arise. Privacy of active felonious activity (doctor shopping) is not protected under HIPAA or 42CFR.

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 that you have been provided, such information without your written authorization, or a court order. If you are involved in or are contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order your provider to disclose information.

- If a government agency is requesting the information for health oversight activities, your provider may be required to provide it for them.

- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim, and my services are being compensated through workers compensation benefits, I must, upon appropriate request, provide a copy of the patient's record to the patient's employer or the Pennsylvania Industrial Commission.

There are some situations in which I am legally obligated to take actions, which I believe is 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 her practice:

- If I have cause to suspect that a child under 18 is abused or neglected, or if I have reasonable cause to believe that a disabled adult is in need of protective services, the law requires that she file a report with the County Director of Social Services. Once such a report is filed, I may be required to provide additional information.
- If I believe that a patient presents an imminent danger to the health and safety of another, we may be required to disclose information in order to take protective actions, including initiating hospitalization, warning the potential victim, if identifiable, and/or calling the police.
- If such a situation arises, I will make every effort to fully discuss it with you before taking any action and limit the 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 our professions require that we keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others, or the record makes reference to another person (unless such other person is a health care provider) and I believe 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, I recommend that you initially review them in her presence, or have them forwarded to another mental health professional so you can discuss the contents.

## 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 Notice form, and our privacy policies and procedures. Dr. Gray is happy to discuss any of these rights with you.

#### TERMINATION

Clients are under no obligation to continue services should they decide to terminate at any time. However, I strongly encourage that you notify me in person so that it can be discussed openly.

#### COMPLAINTS

I will take reasonable precautions to minimize risks, insure your safety, and provide you with a positive experience. If at any time you believe that I have not been diligent in performing services, or you believe that your privacy rights have been violated, please bring it to my attention so we can address the matter. You have specific rights under the Privacy Rule. I will not retaliate against you for filing a complaint.

#### CONSENT FOR TREATMENT:

Your signature below indicates that you have read the "Dr. Gray – Client Service Agreement" and agree to its terms and also serves as an acknowledgement that you have received the HIPAA notice form.

_____	_____
Signature of Client (or Guardian if under 18)	Date
_____	_____
Printed Name	Nicola S. Gray, M.D.

#### RECORD RELEASE AUTHORIZATION:

I hereby authorize Dr. Gray to furnish information to insurance carriers concerning my illness/treatment.

_____	_____
Signature of Client (or Guardian if under 18)	Date

### **CREDIT CARD PAYMENT FOR PROFESSIONAL SERVICES**

\_\_\_ VISA                      \_\_\_ MasterCard

\_\_\_\_\_  
Name on Account    (exactly as it appears on credit card)

\_\_\_\_\_  
Address (if different from the one already provided)

\_\_\_\_\_  
City    ZIP Code    3 digit code

\_\_\_\_\_  
Credit Card Number                      Exp. Date

I authorize Dr. Gray to bill the above credit card for professional services.

\_\_\_\_\_  
Signature of Card Holder                      Date

### **PAYMENT FOR LATE CANCELLATION OR NO-SHOW**

I authorize Dr. Gray to bill the above credit card when I do not give advanced notice for a late (less than 24 business hours) cancellation or no-show, as per the "Dr. Gray- Client Agreement." I understand that if I do not wish my credit card billed for this purpose, I am still responsible for paying these fees.

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