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**Psychologist-Client Services Agreement**

**Introduction**

Welcome to my practice. This document (the Agreement) contains important information about my professional practice and business policies. It also contains summary information about the Health Insurance Portability 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 purposes 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 have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully. Please review them so we can discuss any questions you have about my policies and procedures during your session. When you sign this document, it will 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 upon it; if there are obligations imposed upon 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.

### **Psychological Services**

Psychotherapy is not easily described in general statements. The process varies depending on the personalities of the psychologist and client, and the particular problems the client is experiencing. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. 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 personal relationships, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees regarding 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 with the 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, money, and energy, so you should think very carefully 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 help you set up a meeting with another mental health professional for a second opinion.

### **My Qualifications**

As a Licensed Psychologist in the State of Florida, I am registered with the Florida Department of Health (License #PY6886). I have a doctoral degree in Clinical Psychology from Carlos Albizu University (CAU) in Miami. CAU's program is fully accredited with the *American Psychological Association* (APA). As part of the licensing requirements in the State of Florida, I have completed approximately 2000 supervised clinical hours, in mental health clinics, schools, and hospitals. I use an integrative theoretical approach to psychotherapy. That theory is based on a fundamental assumption that there are many ways to understand human behavior, and that sound psychotherapeutic practice should address each client's individual needs by drawing insights from many schools of thought.

If you ever have concerns regarding any aspect of our professional relationship, I encourage you to discuss those concerns with me or another licensed mental health professional. If you still have unresolved concerns at that point, I invite you to contact another licensed mental health professional for guidance. You may also contact the Department of Health in Tallahassee for further information and assistance.

### **Meetings**

I normally conduct an evaluation that will last from 2 to 4 sessions. During this evaluation period, we can both decide if I am the best person to provide the services you need to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 50 minute session (one appointment hour of 50 minutes duration) per week at a time we agree upon, although some sessions may be longer. If appropriate, I may recommend that sessions be more frequent than once a week. **Since your appointment time is reserved for you, and therefore not available to another client, you will be expected to pay a cancellation fee (one-hour session rate, \$200.00) for it unless you provide 24 hours advanced notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for missed sessions.** If possible, I will try to find another time to reschedule the appointment.

### **Professional Fees**

My hourly fee is **\$200 (two hundred dollars)**. In addition to weekly appointments, I also charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods lasting less than one hour. Other services include report writing, telephone conversations lasting longer than 15 minutes, consulting 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 any legal proceedings that may 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 **\$200.00 (two hundred dollars)** per hour for preparation and attendance for any legal proceeding. These fees also apply even if you and I have discontinued our client-therapist relationship.

My office accepts cash, personal checks, MasterCard and Visa. There is also a **\$25.00 (twenty-five dollar)** charge on all returned checks.

### **Testing Services**

Psychological Testing is sometimes necessary and can be extremely helpful in understanding the nature and extent of academic, learning, emotional and/or psychological difficulties. While each evaluation varies, depending on the problem, adequate evaluations can be quite involved and usually requires 5 to 10 hours broken up into several sessions. Following the evaluation, the results and conclusions will be discussed in detail with you during a feedback session. Please note that for every hour of direct testing, another hour is required for scoring, analyzing, and interpreting the results. The per-hour rate for a psychological or psycho-educational evaluation is **\$200.00 (two hundred dollars)**. The overall cost of an evaluation may range from \$500-\$2000. In addition to the verbal feedback session and a brief written summary, an **optional** written comprehensive report can be prepared at your request. Unfortunately, most insurers do not pay for this service. If you request a written report, it is likely that you will be responsible for the cost. The hourly rate for report generation is **\$200.00 (two hundred dollars)** per hour and it usually requires a minimum of 2-8 hours of report writing.

### **Contacting Me**

My contact information is listed on the first page of my documents as well as on my business cards. For most issues please call my office line. Due to my work schedule, I am often not immediately available by telephone. I typically do not answer either phone line during session. Only contact me by e-mail if we have made an arrangement for you to do this, as I am not guaranteed to receive your communication.

My office hours vary weekly and we will discuss this when planning ahead for appointments. The office is generally closed on weekends and major holidays. When I am not in the office I call in to my voice mail system on a regular basis. Please note that although I will do my best to return your call within a few hours in the daytime during the week, I am not always available immediately. I will make every effort to return your call on the same day you make it. If you are difficult to reach, please leave some times when you will be available. In a crisis situation, if you cannot reach me, please contact your primary care physician or the local emergency room. When I am away for an extended period, I may provide you with the name of a colleague to contact, if necessary.

### **E-mail Policy**

E-mail communications cannot be guaranteed the same privacy as other mediums. The reality is that internet providers, some government agencies and malicious hackers may have access to anyone's email information. In addition, you may mistype my e-mail address and private clinical information could be sent to a stranger. For these reasons, while you may at times want to send an e-mail to ask a question or schedule an appointment, I strongly urge you to avoid including sensitive clinical information. Examples may include using names, symptoms, diagnoses and the fact that you are my client. Making such disclosures runs the risk of breaching your own confidentiality. Please note that all email communications become part of your chart and are subject to the same privacy guidelines as the rest of your records.

### **Limits on Confidentiality**

The law protects the privacy of all communications between a client and a psychologist. 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. There are other situations that require only that you provide written, advanced consent. Your signature this Agreement provides consent for these activities, as follows:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. If I consult with a professional who is not involved in your treatment, I make every effort to avoid revealing your identity. These professionals are legally bound to keep the information confidential. If you do not 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 (which is called “PHI” in my Notice of Psychologist’s Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that at times I may employ an administrative staff. In most cases, I need to share protected information with these individuals for administrative purposes, such as scheduling, billing and quality assurance. 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.
- I also have contracts with a billing service. As required by HIPAA, I have a formal business associate contract, 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 a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

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 you’re your diagnosis and treatment, such information is protected by the psychologist-client privilege law. I cannot provide any information without your (or your legal representative’s) written authorization, or a court order, or if I receive 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 about likely required court disclosures. You should also notify me immediately so that I can consult with legal advisors regarding these matters.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- If a client files a worker’s compensation claim, and I am providing necessary treatment related to that claim, I 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 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 client’s treatment. These situations are unusual in my practice.

- If I know, or have reason to suspect, that a child under age 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 I file a report with the Department of Children and Family Services. Once such a report is filed, I may be required to provide additional information.
- If I know, or have 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, I may be required to provide additional information.
- If I reasonably believe that there is a clear and immediate probability of serious physical harm to him/herself, to other individuals, or to society, I may be required to take protective action, including communicating the information to the potential victim and/or appropriate family member, and/or contacting the police, or seeking hospitalization for the client.

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. Except in unusual circumstances that involve danger to yourself and/or others or when another individual (other than another health care provider) is referenced and I believe disclosing that information puts the other person at risk of substantial harm, 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. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

It is my general policy not to release information about sessions involving other parties without the consent of each individual involved. This would include family sessions, couple or marital sessions, parent sessions or sessions where you are not present.

After a period of six months with no scheduled appointments or contact by an existing client, the client record will be closed and treatment will be terminated. Should the need arise, you may contact the office to schedule an appointment to reestablish treatment.

### **Client 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 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**

Clients 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 years of age may independently consent to (and control access to the records of) diagnosis and treatment in a crisis situation. Because privacy in psychotherapy is often essential to successful progress, particularly with teenagers, it is usually my policy to request an agreement from the parents that they consent to give up access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete, if requested. Any other communication will require the child's Authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I 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 requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installation 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 client'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).

### **Benefits and Risks of Using Insurance Benefits**

You may choose to either receive services with or independent of your insurance. To assist with this decision-making process, it is important that you understand the benefits and risks of using insurance when seeking psychological services. The most obvious benefit of using insurance is getting financial assistance to offset the costs of treatment. Insurance benefits may reduce patient responsible costs to a simple copay or a percentage of session fees. For medical services, most people feel these cost savings justify any risks. However, utilizing insurance benefits may have several risks related to privacy, control of treatment, and future insurability in ways which are unique to mental health services.

*Privacy* - In therapy, your ability to feel confident that you can discuss highly private matters in a way that will be kept confidential is essential. By choosing to bill insurance, you agree to disclose all information is requested by the insurance. Ideally, this information is protected by HIPAA standards for privacy. However, once the information is released, I cannot guarantee its privacy. There have been many reported and documented cases of insurance data becoming compromised. Further, the federal government is developing standards for a database of centralized medical records which is anticipated to be implemented by 2014. For clients who have concerns about who will have access to this information and how it might be used, choosing to receive services outside of insurance involvement may be desirable and sufficiently valuable to forgo the use of insurance benefits.

*Control of Treatment* - When utilizing insurance benefits, it is often the insurance company who decides if therapy is necessary, how long we can meet and to some degree what the focus of therapy should be. Insurance companies often limit clients to treatment for conditions they deem 'medically necessary' for the treatment of mental illness. It is the insurance company, not the doctor or the patient, who determines medical necessity. Using therapy to promote mental health or for personal development is not considered medically necessary. Session limits are often established, and it is typically the responsibility of the client or the provider to repeatedly submit paperwork, including chart notes and treatment plans, to obtain authorization for additional sessions. Treatment plans often require that we address specific goals or topics in each session,

rather than having the freedom to collaboratively determine the focus of our meetings. At times, having a dictated focus of treatment can limit our ability to work on what's most important to you. Regardless of the progress of treatment, the insurance company can at any point decide it is unwilling to allow more sessions. This often puts clients in a difficult position of choosing to then pay for services or to abruptly discontinue therapy. If this is the case, I will discuss a payment plan with you, or do my best to find another provider who will help you continue your psychotherapy.

*Risks to Future Insurability & Employment* - Once claims are submitted to insurance companies, your medical history will indicate that you have been diagnosed with a mental health condition. There have been reported and documented cases where documentation of these diagnoses has negatively affected people's ability to get and keep life or health insurance. In some cases, employers may use this information to determine fitness for duty in police, security and other job settings, which may limit employment opportunities. Whenever possible, I prefer to work outside of insurance involvement in order to minimize these and other clinical, moral and ethical dilemmas. However, I am also realistic that for some clients using insurance benefits to see a therapist is their only feasible way to get help. For this reason, in the following ways, I am willing to work with you and your insurance.

You may always choose to pay for your own psychological care, at my normal hourly fee (\$200.00), rather than submit claims to your insurance company. Please inform me if you prefer this option.

#### **Insurance Billing Policies:**

If using insurance, it is your responsibility to be aware of deductibles, co-payments, benefit/session limits and other restrictions affecting reimbursement. You are responsible for obtaining authorizations and pre-certifications but I will make every reasonable effort to assist in that process. If I am a paneled provider for insurance, as a courtesy, I will submit claims on your behalf. I will make every reasonable effort to collect payment from the primary insurance according to my contract with them. However, excessive billing complications and delays by the insurance may require that I bill you for services rendered and your pursuing reimbursement independently. If I am a paneled provider for your primary insurance and there is a secondary insurance, I will process the claims for the primary insurance only. You will be billed the remaining balance and you may then seek reimbursement from the secondary insurance independently. If I am not a paneled provider for your insurance, you will be responsible to pay the agreed upon Usual & Customary fee at time of service. I will then provide you with the information needed to seek reimbursement from your insurance company directly.

#### **Out of Network Insurance**

My fee for services is **two hundred dollars (\$200.00) per hour**. All out of network clients (those who have an insurance plan with a company that I do not have a contract) will be asked to pay the service fee of **two hundred dollars (\$200.00)** at the time of **each** service. I will provide you with a written statement for each session, which you may use to submit a claim to your insurance company, should you choose to do so.

#### **Summary**

Thank you for taking the time to review this information. I know your time is valuable, and I appreciate your willingness to work with me to develop a clear and effective treatment relationship. My goal is to provide you with the highest quality psychological care and to work in cooperation with you to achieve your treatment goals. Please retain your copy of this packet for future reference, and feel free to discuss any questions during our appointment.

I HAVE READ DR. ROBBINS PSYCHOLOGIST-CLIENT SERVICES AGREEMENT AND AGREE TO ITS TERMS. MY SIGNATURE ALSO SERVES AS AN ACKNOWLEDGEMENT THAT I HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

I FURTHER AGREE TO PAY FOR ALL SERVICES NOT REINBURSED BY INSURANCE ACCORDING TO THE TERMS DISCLOSED IN THE DR. ROBBINS PSYCHOLOGIST-CLIENT SERVICES AGREEMENT.

\_\_\_\_\_  
Signature of Prospective Client

\_\_\_\_\_  
Date

OR

\_\_\_\_\_  
Parent/Legal Guardian (if minor)

\_\_\_\_\_  
Child's name

\_\_\_\_\_  
Date