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# Provider-Patient Services Agreement

Welcome to Harte Behavioral Health, LLC. This document (the Agreement) provides you with important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA). This is 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 Notices) for use and disclosure of PHI. The Notice explains HIPAA and its applications. The law requires that we obtain your signature acknowledging receipt of this information by the end of your first meeting with your provider. Although these documents are long and sometimes complex, it is important that you read them carefully before the next meeting. You can discuss with your provider any questions you have at that time. When you sign this document, it will represent an agreement between you and your provider. You may revoke this Agreement in writing at any time. That revocation will be binding on your provider unless he/she has taken action which relied on the Agreement; if there are obligations imposed on your provider by your health insurer or in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

## **CONFIDENTIALITY:**

The law protects the privacy of all communications between a patient and a healthcare provider. In most situations, your provider can release information about your treatment to others only if you sign a written authorization form that meets HIPAA requirements. 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 provider may find it helpful to consult with other licensed healthcare professionals about a case. During a consultation, we make every effort to protect the identity of our patients. The other licensed healthcare professionals are also legally bound to keep the information confidential. Consultations are noted in your Clinical Record (PHI) to protect the privacy of your information.
- If you use your health insurance to pay for some or all of your treatment.

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

- If you are involved in a court proceeding, PHI is protected by the provider-patient privilege law. Your provider cannot disclose any information without your written authorization or a court order. If a court order is issued, your provider must provide the information requested.
- If a government agency is requesting the information for health oversight activities, your provider may be required to provide it.
- If you file a complaint or lawsuit against your provider, your provider may disclose relevant information about you in order to respond to the complaint.
- If you file a worker's compensation claim, your provider must, upon request, provide appropriate information including a copy of your medical record, to your employer, the insurer, or the Department of Worker's Compensation.

There are some situations in which your provider is legally obligated to take actions that he/she believes are necessary to protect others from harm. These situations are unusual in practice, and if they should arise, your provider will discuss it with you fully before taking action, and will limit disclosure to only what is necessary.

- If your provider has reason to suspect abuse or neglect of a child (under 18 years of age), an elderly person (60 years and older), or a disabled person, he/she must report this to the appropriate agency. Once such a report is filed, your provider may be required to provide additional information.
- If, in the professional opinion of your provider, you pose an immediate threat to harm another person, he/she is required to take action which includes, but is not limited to, notifying the potential victim and the police.
- If a patient threatens to harm himself/herself, your provider may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

Please also know that in couple and family psychotherapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Your provider will use his/her clinical judgment when revealing such information. Your provider will not release records to any outside party unless he/she is authorized to do so by all adult parties who were part of the family therapy, couple therapy, or other treatment that involved more than one adult client.

## **BREACH NOTIFICATION ADDENDUM TO POLICIES & PROCEDURES**

- When the Practice becomes aware of or suspects a breach, as defined in Section 1 of the breach notification Overview, the Practice will conduct a Risk Assessment, as outlined in Section 2.A of the Overview. The Practice will keep a written record of that Risk Assessment.
- Unless the Practice determines that there is a low probability that PHI has been compromised, the Practice will give notice of the breach as described in Sections 2.B and 2.C of the “BREACH NOTIFICATION” addendum.
- The risk assessment can be done by a business associate if it was involved in the breach. While the business associate will conduct a risk assessment of a breach of PHI in its control, the Practice will provide any required notice to patients and HHS.
- After any breach, particularly one that requires notice, the Practice will re-assess its privacy and security practices to determine what changes should be made to prevent the re-occurrence of such breaches.

## **PROFESSIONAL RECORDS**

HIPAA requires that we keep your PHI organized in two separate sections. One section constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts your life, your diagnosis, the goals you have set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that your provider has received 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. Upon written request, you may examine and/or receive a copy of your Clinical Record, unless your provider believes that access would be harmful to you. In those situations, you have the right to a summary and to have your record sent to another mental health provider or your attorney. When more than one patient is involved in treatment, such as in cases of couple and family therapy, your provider will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment. A \$25 copying fee will be charged to clients who request records for their own review, and we may charge for certain other expenses. You have a right to request an amendment to the mental health record if you believe information is inaccurate or incomplete. The exceptions to this policy are contained in the attached Notice Form. If your

provider refuses your request for access to your records, you have a right of review, which your provider will discuss with you upon your request.

Another section of your PHI consists of Psychotherapy Notes. These are designed to assist your provider in providing you with the best possible treatment. Psychotherapy Notes vary from patient to patient, and can include the contents of conversations between you and your provider, your clinician's analysis of those conversations, and how they impact your therapy. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless your provider determines that it would adversely affect your well-being, in which case you have a right to a summary and to have your record sent to another mental health provider or your attorney.

## **PATIENT RIGHTS**

HIPAA provides you rights regarding your Clinical Records and disclosures of PHI. These include requesting that your provider amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of PHI 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 the Agreement, the attached Notice form, and our privacy policies and procedures. Your provider is happy to discuss any of these rights with you.

## **MINORS AND PARENTS**

Patients under 18 years of age and their parents should be aware that the law allows parents to examine their child's treatment records, unless your provider believes this review would be harmful to the patient and his/her treatment. We typically provide parents with general information about the progress of the child's treatment. If your clinician feels that the child is in danger or is a danger to someone else, he/she will notify the parents of his/her concern. Before giving parents any information, your provider will discuss the matter with the minor, if possible, and do his/her best to handle any concerns that the child may have.

## **LITIGATION LIMITATION**

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on your provider to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

## **RISKS AND BENEFITS**

Participation in psychotherapy can result in a number of benefits to you, including improving interpersonal relationships, improving your physical and emotional wellbeing, and resolution of the specific concerns that led you to seek treatment. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behaviors. During evaluation or treatment, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Your provider may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or

interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. We provide neither custody evaluation recommendation nor legal advice, as these activities do not fall within our scope of practice. Participation in therapy is completely voluntary and you may choose to terminate treatment at any time.

## **PROFESSIONAL FEES**

Fees for services are as follows: \$350 for the initial evaluation, and \$200 for each subsequent 45-minute individual psychotherapy appointment. Couples psychotherapy sessions are billed at \$225 per 45 minute visit. It is possible for fees to be negotiated based on financial need. Fees will be discussed and agreed upon before or during the initial meeting. Therapy conducted over email or text, consultation with other professionals, longer sessions, etc. will be charged at the same rate, prorated to the nearest 15 minutes, unless indicated and agreed upon otherwise. Fees for disability evaluation services (writing disability reports, reviewing medical records, etc) are dependent upon the scope of the case and will be agreed upon in advance. Fees are subject to periodic change, and you will be notified in advance of such changes.

**Once an appointment is scheduled, you are expected to pay for it unless 48 hours advance notice of cancellation is given.** This means that if you have an appointment on Friday at 9:00am, the cancellation must be received by Wednesday at 9:00am in order to avoid the appointment charge. It is important to note that insurance companies do not reimburse for cancelled appointments. The charges for missing an appointment are as follows: (1) cancellation more than 48 hours in advance: no charge; (2) cancellation more than 24 hours but less than 48 hours in advance: \$75; (3) cancellation less than 24 hours in advance: \$100; (4) no-showing the appointment (i.e., no cancellation notice given): \$150.

## **PAYMENT**

**Payment in full is due at the time of service. Please make checks payable to Harte Behavioral Health, LLC.** If you have not paid for more than one session, your provider can reserve the right to deny scheduling future sessions until payment has been received. Please notify your clinician if any problems arise during the course of therapy regarding your ability to make timely payments. Please note that there is a \$25 fee for returned checks.

Accounts not paid within 30 days of billing are subject to a 10% monthly finance charge on any remaining balance. Accounts not fully paid within 90 days of billing are considered delinquent and will be forwarded to a collections service unless you have made arrangements with your clinician. Once an account is considered delinquent, no routine followup visits will be offered; Harte Behavioral Health, LLC will provide emergency assistance in a crisis to persons with delinquent accounts. The accounts must be fully paid in order to resume regular professional services. In order to settle a collections account, both the full balance and an additional collections agency fee (30% of the full remaining balance) must be paid in full.

Using a collections service may require your provider to disclose otherwise confidential information. In most situations, the only information your provider releases regarding a patient's treatment is the patient's full name, date of birth, social security number, phone number mailing address, date(s) of service, and the amount due.

## **INSURANCE REIMBURSEMENT & CONFIDENTIALITY OF RECORDS**

If you carry health insurance, you are responsible for discussing your insurance coverage with your provider prior to beginning treatment. You are responsible for identifying the specifics of your coverage (including copay and deductible information) and providing this information to your provider, as well as keeping your

provider aware of any changes to the policy. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. Any fees that are not paid in full by the insurance company are your responsibility.

If you have an insurance policy with which your provider has a contractual agreement, your provider will bill the insurer and be paid directly by them at the contractually determined fee. You will be responsible for all charges not covered by the insurance company (deductibles, co-payments, co-insurances, charges after your benefits run out, etc.).

If you have a health insurance policy that your provider does not accept, but you have an out-of-network benefit, you may be able to receive reimbursement for your treatment. Your provider will provide you with a receipt to submit to your insurance company for reimbursement. In this instance, it is important to note that you, and not your insurance company, are responsible for full payment of service fees at the time of service. It is recommended that you contact your health insurance carrier to find out exactly what behavioral health services your insurance policy covers.

Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. Only the minimum necessary information will be communicated to the carrier. If you use your health insurance for out-of-network reimbursement, your contract with your health insurance company typically requires that we provide them with information relevant to the services we render. Your provider is required to provide a clinical diagnosis. Sometimes your provider is required to furnish additional clinical information such as treatment plans or summaries, or copies of your clinical record. Your provider has no control over, or knowledge of, what insurance companies do with the information he/she submits or who has access to this information. You must be aware that submitting a behavioral health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance. The risk stems from the fact that behavioral health information is likely to be entered into insurance companies' data files and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a potentially vulnerable position. It is important to remember that you always have the right to pay for services yourself and not involve your insurance company.

#### **INSURANCE CLAIM PROCESSING DISCLAIMER:**

*I authorize the release of any medical or other information necessary to process claims. I authorize payment of medical benefits to Harte Behavioral Health, LLC for services rendered to me. I give permission to release my insurance information for the sole purpose of filing claims to health insurance companies and related agencies.*

#### **ELECTRONIC COMMUNICATION METHODS**

It is very important to be aware that electronic communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Your provider uses a virtual fax service, which is a method of sending and receiving faxes via the internet. Your provider also uses an internet-based voicemail service. Accordingly, full confidentiality of faxes and voice messages cannot be guaranteed. It is important that you be aware that any communication between you and your provider, and/ or any confidential communication between your provider and another healthcare provider pertaining to your case are part of the medical records. All computers at Harte Behavioral Health, LLC are equipped with a firewall, a virus protection, and a password. We back up all confidential information from our computers to a HIPAA-compliant remote server on a regular basis. Please notify provider if you decide to

avoid or limit in any way the use of any or all communication devices, such as, but not limited to, cell phone or faxes.

## **TELEHEALTH PRACTICES**

You and your provider may elect to conduct meetings virtually via a video-conferencing platform (i.e., telehealth/telemedicine). This may either be in addition to or in lieu of face-to-face meetings. Please note that confidentiality still applies to telepsychology services, and nobody will record the session without the permission from the others person(s). It is important to use a secure internet connection rather than public/free Wi-Fi. Although many health insurance companies reimburse for telehealth services, you are responsible for confirming with your insurance company that the video sessions will be reimbursed; if they are not reimbursed, you are responsible for full payment. Please refer to the Informed Consent Addendum for Telehealth/telemedicine Services for further details.

## **TELEPHONE & EMERGENCY PROCEDURES**

If you need to contact your provider between sessions, please leave a message on his/her voicemail at (781) 713-4001 (and the appropriate extension) and your call will be returned as soon as possible. If an emergency situation arises, indicate it clearly in your message and if you need assistance urgently, call Emergency Services or the Police at 911. Please do not use e-mail or faxes for emergencies. During any extended absences, your provider will arrange coverage by a colleague and notify you of that arrangement prior to your provider's departure.

## **MINORS IN TREATMENT**

If you are under eighteen years of age, please be aware that the law may give your parents or guardians the right to obtain information about your treatment and/or examine your treatment records. It is your provider's policy to request a verbal agreement from your parents or guardians indicating that they consent to give up access to such information and/or, to your records. If they agree, your provider will provide them only with general information about the therapy, subject to your approval, or, if your provider feels it is important for them to know in order to make sure that you and people around you are safe. If your clinician thinks it is appropriate, he/she will involve them if he/she feels that there is a high risk that you will seriously harm yourself or another/others. Before giving them any verbal or written information, your provider will discuss the matter with you, if possible. Your clinician will do the best he/she can to resolve any differences that you and he may have about what will be discussed.

**YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE**

Patient Name (print) \_\_\_\_\_

Patient Signature \_\_\_\_\_ Date \_\_\_\_\_

Provider Name (print) \_\_\_\_\_

Provider Signature \_\_\_\_\_ Date \_\_\_\_\_