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## **PATIENT SERVICES AGREEMENT AND HIPAA NOTICE OF PRIVACY PRACTICES**

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains a Health Insurance Portability and Accountability Act (HIPAA) notice. HIPAA 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 I provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment and health care operations. The Notice explains HIPAA and its application to your personal health information. The law requires that I obtain your signature acknowledging that I have provided you with this information.

Although this document is long and sometimes complex, it is very important that you read it carefully. We can discuss any questions you have about the procedures. When you sign this document, it represents 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 on it; if there are obligations imposed on 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. 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 that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order 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 or exploring 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 relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience, and there are no guarantees as to success or outcome.

Therapy involves a commitment of time, money and energy, so you should be very careful 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.

### **HYPNOSIS**

I often employ hypnosis, hypnotherapy and related strategies (e.g. imagery/visualization, using imagination) as part of psychotherapy. There are many commonly held misconceptions about hypnosis, and I will do my best to discuss pertinent issues about hypnosis with you. Feel free to ask me about this. Hypnosis can help memory, but it is very important for you to understand that hypnosis can distort memory. Memories, dreams,

images and other experiences that you have in association with or through the use of hypnosis, hypnotherapy or related strategies are not necessarily truthful or valid.

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## **USE OF SPIRITUAL AND METAPHYSICAL BELIEFS**

I am not a conventionally trained priest, minister or rabbi. However, at times, I may utilize a patient's spiritual or metaphysical beliefs as part of psychotherapy. I will always ask permission from you first before using such strategies.

## **SESSIONS**

Needs and circumstances can vary; therefore, scheduling of sessions for my patients also varies as far as frequency of meetings and length of sessions. Most commonly, sessions will be of about 55 minutes in duration. However, we may decide to meet for a shorter or much longer session, and it may be indicated to meet more frequently than once weekly or to wait for longer than a week to meet again. Usually, after an initial assessment or evaluation, I can provide an estimate of about how many sessions are needed or about how long a time period will be necessary to achieve mutually agreed upon objectives. However, unforeseen circumstances might necessitate modification of this estimate. **Once an appointment is scheduled, you will be expected to pay for it unless you provide 48 hours advance 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 cancelled sessions.**

## **TERMINATION OF THERAPY**

Ordinarily, we will agree that objectives have been met or that there are other conditions indicating the termination of therapy. If for some reason you choose to end therapy prematurely, I urge you to discuss this with me, preferably face to face. In rare circumstances, I will choose to terminate therapy with a patient. In such cases, I will discuss this with you as fully as I can, provide you 30 days notice, and also help you to find another therapist. If I have reason to believe that a patient poses a danger to me, I may terminate therapy immediately.

## **PROFESSIONAL FEES**

My hourly fee is \$300, unless arranged otherwise. In addition to scheduled appointments, I charge this amount for other professional services you may need. I will break down the hourly cost if I work for periods of less than one hour. Other chargeable services include report writing, telephone conversations lasting longer than 5 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. There are some special interventions or procedures (for example, treatment for cigarette smoking, forensic work, etc.) for which I may charge more than \$300. 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 transportation costs, even if I am called to testify by another party. [Because of the difficulty of legal involvement, I charge \$500 per hour for preparation and attendance at any legal proceeding.] My hourly fee for coaching is \$450 per hour unless otherwise arranged.

## **CONTACTING ME**

Often, I am not immediately available by phone. When I am unavailable, my phone is answered by voice mail. I will make every effort to return your call within several days, with the exception of weekends, holidays or if I am on vacation. If you leave me a message on voicemail, always remember to leave your phone number(s). If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your physician or the nearest emergency room. **If you have an emergency, call 911.**

## LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient 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 and/or Maryland law. However, in the following situation, no authorization is required:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you do not object, I will not tell you about these consultations unless I feel 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 I practice with other mental health professionals and that I may have under employment administrative and clerical staff. In most cases, I need to share protected information with these individuals for clinical, administrative or clerical purposes, such as typing of notes, reports or letters; scheduling, billing; or quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff have been giving 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 may have contracts with a business such as a billing agency, or a business that has hired me for provision of services such as employee counseling or training. As required by HIPAA, I would have a formal business associate contract with such businesses 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 the names of these organizations and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- 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. I cannot provide any information without your written authorization or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, I 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.

**The attached HIPAA Notice of Policies and Practices to Protect the Privacy of Health Information lists other circumstances allowing me to release private information about my contact and treatment of you.**

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**

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One set constitutes 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 under which disclosure is reasonably likely to endanger the life or physical safety of you or another 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 my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I am allowed to charge a copying fee and certain other expenses. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon request.

In addition, I also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy notes are kept separate from your Clinical Record. 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 (for which I am allowed to charge a copying fee and other expenses) unless I determine that knowledge of the health care information would be injurious to your health.

## **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 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.

## **MINORS AND PARENTS**

Patients under 18 years of age and their parents should be aware that the law may allow parents to examine their child's treatment records. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment. Therefore, it is usually my policy to request an agreement from my patient under 18 and his/her parents allowing me to share general information about the progress of treatment and their child's attendance at scheduled sessions. I will usually provide parents with a summary of their child's treatment when it is complete. 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 sessions at the time it is held, unless we agree otherwise or unless you have insurance coverage such as Medicare that requires other arrangements. 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

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I 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, and just what benefits you will receive.** In most cases, I request my patients to pay me when services are rendered and any insurance benefits be sent to the patient. Make sure that you are aware of any maximum number of sessions allowed in any one calendar year, of any deductibles, of the percentage paid (of the amount that is "allowed" by the insurer per session) and of similar matters.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your insurance company or plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. In some cases, and if necessary to clear up confusion, I will be willing to call the company on your behalf. Some insurers require pre-authorization and/or a referral form from your primary care physician before treatment or early in the course of treatment. **If you have not already done so, please call your insurer to check on whether such authorization or a referral is needed.** Although I will do my best to keep track of authorized sessions and when a new authorization is needed, you are ultimately responsible for this issue. Medicare does not ordinarily require pre-authorization or a referral.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require that a provider has contracted to provide services for the plan, be "in-network" or be a "panel" provider in order to reimburse for services. Please be aware that **I do not participate in any such networks or panels, and only "out of network" benefits would be applicable for my services.** However, I am a Medicare Provider, and if that is your primary insurer, I accept what Medicare "allows." Ordinarily, for my services Medicare pays a percentage of what is "allowed" and any secondary insurer pays some or all of what remains. Many insurance plans limit mental health services to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning.

You should be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. Maryland permits me to send some information without your consent in order to file appropriate claims. I am required to provide them with a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. Maryland law prevents insurers from making

unreasonable demands for information, but there are no specific guidelines about what unreasonable includes. If I believe that your health insurance company is requesting an unreasonable amount of information, I will call it to your attention and we can discuss what to do. You can instruct me not to send requested information, but this could result in claims not being paid and an additional financial burden being placed on you. Once the insurance company has this information, it 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, I 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. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above [unless prohibited by contract].

### **HIPPA Notice of 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* purpose with your *written authorization*. To help clarify these terms, here are some definitions:

- “*PHI*” refers to information in your health record that could identify you.
- “*Treatment, Payment and Health Care Operations*” refers to
  - *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 health care. 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 practice such as sharing, employing, applying, utilizing, examining and analyzing information that identifies you.
- “*Disclosure*” applies to activities outside of my practice such as releasing, transferring or providing access to information about you to other parties.
- “*Authorization*” is your written permission to disclose confidential mental health information. All authorizations to disclose must be on a specific legally required form.

#### **II. Other Uses and Disclosures Requiring Authorization**

I may use or disclose PHI for purposes outside of treatment, payment or health care operations when your appropriate authorization is obtained. In those instances when I am asked for information for purposes outside of treatment, payment or health care operations, I will obtain an authorization form 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 coverage and the insurer has a legal right to contest the claim under the policy.

### **III. Uses and Disclosures without Authorization**

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

- *Child Abuse* – If I have reason to believe that a child has been subjected to abuse or neglect, I must report this belief to the appropriate authorities.
- *Adult and Domestic Abuse* – I may disclose protected health information regarding you if I reasonably believe that you are a victim of abuse, neglect, self-neglect or exploitation.
- *Health Oversight Activities* – If I receive a subpoena from the Maryland Board of Examiners of Psychologists because they are investigating my practice, I must disclose any PHI requested by the Board.
- *Judicial and Administrative Proceedings* – If you are involved in a court proceeding and request is made for information about your diagnosis and treatment or the records thereof, such information is privileged under state law, and I will not release information without your written authorization or a court order. The privilege does not apply when you are being evaluated by 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* – If you communicate to me a specific threat of imminent harm against another individual or if I believe that there is clear, imminent risk of physical or mental injury being inflicted against another individual, I may make disclosures that I believe are necessary to protect that individual from harm. If I believe that you present an imminent serious risk of physical or mental injury or death to yourself, I may make disclosures I consider necessary to protect you from harm.

### **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. 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 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. You have the right to inspect or obtain a copy (or both) of Psychotherapy Notes unless I believe the disclosure of the record will be injurious to your health. Upon your request, I will discuss with you the details of the request and denial process for both PHI and Psychotherapy Notes.

- *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. Upon 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. Upon 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 this 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 personally or by mail inform you of such changes.

**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, please contact me at my office. If you believe that your privacy rights have been violated and wish to file a complaint with *me*, you may send your written complaint to me. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. I can 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**

This notice will go into effect on April 14, 2003.