



## HIPPA

### Psychiatric and Psychological Services Agreement (New Mexico)

Welcome to my office. This document (the Agreement) contains important information about my professional services, business policies, and Health Insurance Portability and Accountability Act (HIPAA). Federal law provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) and 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 law requires that I obtain your signature acknowledging that I have provided you with this information. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time.

#### PSYCHOLOGICAL SERVICES

Psychotherapy 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. It calls for a very active effort on your part. In order to maximize treatment success, you may have to practice during your session and at home. Psychological treatment can have benefits and risks. Treatment may involve discussing unpleasant aspects of your life leading to uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. Initially biofeedback techniques can lead to initial feelings of frustration and discouragement. Psychological interventions are reported in the scientific literature to be quite helpful in the alleviation of symptoms and may lead to improved self-regulation, improved personal performance at home, /work /school, better relationships, solutions to specific problems, a

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#### MEETINGS

Providers normally conduct an evaluation that will last from 1 to 2 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If we agree, I will detail a treatment regimen with or without biofeedback typically 1-2x per week or 2-8x per month. During a crisis the frequency may increase. **A 24 hours advance notice of cancellation is required to avoid a \$90 No Show Fee**, unless you clearly establish you missed your scheduled appointment due to an emergency or illness. Parent's of children receiving Medicaid benefits will be billed personally for no show/no call or appointments cancelled with less than 24 our notice

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#### PSYCHIATRIC SERVICES

Psychiatric services varies depending on the provider and the patients particular problems. Providers use a variety of treatments – including various forms of psychotherapy, medications, psychosocial interventions and other treatments, depending on the needs of each patient. After completing thorough evaluations, providers can prescribe medications to help treat mental disorders. Psychiatric medications can help correct imbalances in brain chemistry that are thought to be involved in some mental disorders. Patients on long-term medication treatment will need to meet with their providers periodically to monitor the effectiveness of the medication and any potential side effects.

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#### CONTACTING OUR PROVIDERS

Due to the providers work schedule, they are usually not immediately available by telephone. If you have a life threatening emergency call 911. If there is a threat of suicide for you or your child, immediately go to the nearest emergency room. **If your situation is urgent you may contact the office phone at 575-636-2506. We** will make every effort to return your call on the same day with the exception of weekends and holidays.

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Confidential Information



**PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, I keep PHI about you in a Clinical Record. It includes information about your reasons for seeking psychological services, a description of the ways in which your problem affects your life, your diagnosis, treatment goals, your progress towards those goals, your medical, social, and psychological history, records from other providers, various professional consultations, reports produced for other professionals, billing records and insurance clinical reports when applicable.

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**PATIENT RIGHTS**

HIPAA provides you with several rights with regard to your Clinical Records and disclosures of your PHI. These rights include: a request to amend your record; a request to restrict information disclosed to others from your Clinical Records; a request of an accounting of all PHI disclosures; a request to have any complaints you make about my policies and procedures recorded in the record; and the right to a paper copy of this Agreement, and my practice policies and procedures. Please know that I am happy to discuss any of these rights with you

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**MINORS & PARENTS**

For patients under 18 years of age, the law requires the record of a minor must be maintained for not less than 5 years after the last date of service was rendered or 1 year after the patient reaches 21 years whichever is longer. Parental review of treatment records is permitted unless the psychologist believes there is a serious and immediate threat to the minor's health and well-being. Because the minor's privacy is often crucial to successful treatment progress it is my policy to request an agreement from parents to forfeit their access to their child's/teen's records so a healthy therapeutic relationship may be formed. Please keep in mind that this agreement is nullified if there is a serious threat of bodily harm to self, others or property at which point parent's are immediately notified and appropriate action is pursued

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**LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a provider. 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 some situations where I am permitted or required to disclose information without your consent or authorization:

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. I cannot provide any information without your written authorization, however I may be compelled to disclose information pursuant to 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 in order to ensure your privacy.

If a government agency is requesting the information for health oversight activities, I maybe required to provide it. 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, I must, upon appropriate request, disclose relevant information to the insurer or a third party administrator.

There are some situations in which I am legally obligated to take actions. If I know or have reasonable cause to believe that a child or older person has been abused or neglected, the law requires that I file a report with the appropriate governmental agency. Once such a report is filed, I may be required to provide additional information. If I believe that a patient presents a risk of imminent serious harm to another person, I may be required to take protective action. These actions may include notifying the potential victim, contacting the police, and/or seeking hospitalization for the patient. If a patient presents an imminent risk of harm to self, I may be obligated to seek hospitalization for the patient, or to contact family members or others who can help provide protection.

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**BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is provided. Please review the Superbill for specific rates. The clinical hour is 45 minutes in length. Any legal fees related to psychological services provided by Dr. Velasquez or her associates are the responsibility of the client or legal guardian and is due 24 hours prior to the legal procedure. On the rare occasion an account balance is created, and timely payment is not received I have the option of using legal means to secure the payment. This may involve a collection agency or small claims court. This requires disclosure of otherwise confidential information. A finance charge and any collection fees will be applied to an outstanding balance.

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**INSURANCE REIMBURSEMENT**

It is important to evaluate what resources you have available to pay for your treatment. Most insurance policies require you to pay a co-pay and/or a deductible. Your pursuit for reimbursement for out of network services is beyond the scope of my service and will be your responsibility. In regards to insurance paperwork, if it becomes cumbersome you may incur a nominal fee to be discussed and determined prior to the completion of insurance forms.

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Confidential Information

**iNetMed Rx<sup>2</sup> Inc**



**PROFESSIONAL FEES**

Initial Consultation \$300.00

Individual and Family Consultation \$300.00

EEG Neurofeedback& Psycho Therapy \$200.00  
Interactive Psychotherapy \$200.00  
Psych/Neuropsychological testing \$300.00 per hour  
Report Writing \$200.00 per hour  
Professional Phone Consultation \$75.00 per 15 mins  
Legal Testimony and Depositions \$500.00 per hour  
(2 hour minimum)  
Record Review \$300.00 per hour

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If you become involved in legal proceedings that requires 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 or the hearing is cancelled with 48 hours. Full payment is required 4 days prior to any legal proceedings including testimony, report writing or consultation.

Patient's Name
Date of Birth
Signature of Patient, Parent or Legal Guardian
Date

Staff Signature
Date

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