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Agreement and Informed Consent for Treatment

Welcome to my practice. This document (the Agreement) contains important information about my professional services and business policies. It also contains information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protection and rights to patients with regard to the use and disclosure of Protected Health Information (PHI).

The law requires that I provide you with this information and obtain your signature before the start of treatment. While these documents can be long and complex, it is important that you read this carefully. Please ask me any questions pertaining to the information in this document and let me know if there are any parts you do not understand. When you sign this, it represents an agreement between us.

You may revoke this Agreement at any time (your revocation must be provided in writing). Your revocation will be binding unless: a) I have taken action in reliance on it; b) there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or c) you have not satisfied financial obligations you have incurred.

Professional Background: I am a licensed psychologist in the state of Florida (license #PY9248). In my private practice, I conduct individual, couples, and family psychotherapy as well as training and consultation. I hold a Doctor of Psychology degree in clinical psychology from Pacific University School of Professional Psychology with a specialization in Spanish Bilingual, a Master of Science in clinical psychology from Loyola University Maryland, and a Bachelor of Science degree from Xavier University. I completed my predoctoral internship at the Fremont Community Therapy Project in Seattle, Washington in 2012. I completed my postdoctoral residency at GeroMedical Psychological Services in Vancouver, Washington with a specialization in Geriatric Psychology. I have been providing psychological services since 2007. I am a member of the Florida Psychological Association, the American Psychological Association, as well as several other professional organizations.

Psychological Services: Psychotherapy can have benefits as well as risks. Some risks include unpleasant feelings such as guilt, sadness, anger, disappointment or loneliness. Despite these risks and challenges, psychotherapy has been demonstrated through research to have benefits for most people. As we work together I will be talking with you about the treatment plan. Together, we will establish goals that will guide our work. If I determine at any time that we are not a good fit or that you need other services that I cannot provide, I will provide you with a recommendation. If you have questions for me about my approach please ask them at any time.

The goals for your treatment will depend on the problems you are experiencing. Our first few sessions will involve an evaluation of your needs. By the end of that evaluation, I will be able to offer you some impressions of what our work will include and the plan we will follow to work toward your goals. You should consider my impression and approach to your treatment in determining whether to continue working with me in therapy. If you have questions about my methods or approach, we can discuss them

whenever they arise. If your needs, goals, or preferences for treatment are beyond the scope of what I am able to offer in my practice, I will provide you with appropriate referrals. Psychotherapy has both benefits and risks. Because therapy 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 been proven to have many benefits, including improved relationships, solutions to specific problems, greater satisfaction in personal and professional roles, and significant reductions in distress. There are no guarantees of what you will experience.

Meetings and Fees: Psychotherapy sessions are generally held in 45-50 minute weekly meetings, although some sessions may be longer or more frequent. We will hold our sessions regularly at a mutually agreed upon time. **Fees:** Payment for psychotherapy services are listed below:

<i>Initial Evaluation (Sliding Scale Available)</i>	<i>\$220.00</i>
<i>45 Minute Individual Session (Sliding Scale Available)</i>	<i>\$150.00</i>
<i>55 Minute Individual Session (Sliding Scale Available)</i>	<i>\$160.00</i>
<i>55 Minute Couples Session (Sliding Scale Available)</i>	<i>\$170.00</i>
<i>90 Minute Group Session (Sliding Scale Available)</i>	<i>\$150.00</i>
<i>Bariatric Pre-Surgical Evaluation (Sliding Scale Available)</i>	<i>\$300.00</i>

Phone calls after initiation of treatment that are longer than 10 minutes will be charged the hourly rate.

I have a sliding fee scale for those who qualify. Any agreements made regarding payment will be made within already established sliding fee scale for the number of clients designated to receive discounted services. Payment agreements will be designated and kept on file. Payment agreements may be revisited on a quarterly basis to determine further qualification and eligibility. The designated fee will also be charged for additional services provided at your request or for your benefit such as report writing, psychological test scoring, reviewing records from other professionals, and consultation with other professionals, hospital visits, and phone calls lasting longer than 10 minutes with you or others. Any legal or court work will be charged at \$150.00 per hour.

Insurance:

I am currently seeking insurance panel qualifications and I am an IN-NETWORK provider for Cigna, Florida Blue (BCBS), United/Optum, TriCare, MEDICARE, Beacon Health/Value Options, Emblem Health, NY State Empire Plan, MVP & MultiPlan. I am out-of-network for Aetna, AvMed, Humana, Molina, Coventry One, WellCare, and PsychCare and will notify you when I accept these insurances. Psychological services may be self-pay sliding scale.

If you want to use other insurance plans, I can bill as an out of network provider, however sliding scale is not available when billing insurance out of network.

Please remember that your insurance contract is between you and the insurance company. *You are ultimately responsible for paying the fees that we have agreed upon.*

Payment:

Payments may be made by cash, check, credit card, or flexible spending account card.

Scheduling Policy: Most appointments last approximately 50 minutes (unless you indicate otherwise or your insurance provider only allows for 45 minutes sessions.) During an established

treatment, a client reserves one or more of my appointment hours per week. If you are late I will still have to end on time in order to maintain my schedule for other clients. I charge full fee for missed sessions irrespective of the reason for the absence, except in cases when the client is able to reschedule for an available spot during the same week of the cancelled appointment or for extenuating/emergency circumstances. Insurance will not pay this fee. For example, if your appointment is regularly on Mondays at 10AM:

- If you know during your appointment that the following Monday you will not be able to make your appointment, you can cancel without paying the cancellation fee.
- From Tuesday to Monday, if you have to cancel you can contact me to see if it is possible to reschedule within the same Tuesday to Monday time period.
- If we are not able to reschedule, you will be responsible to pay the full fee for the cancelled appointment. Insurance does not cover this fee.
- If I am able to find someone else to take your regular appointment that week, I will not charge you the fee for the cancellation.

An additional exception is made for extended vacations or other mutually agreed upon circumstances. I do not have a 48 hour cancellation policy.

Contacting Me: Due to the nature of my work and schedule, I am often not immediately available by phone. When I am unavailable, please leave me a message on my confidential voicemail, which I monitor regularly. I will make every effort to return your call within one business day. If I am unavailable for an extended time, I will provide you with the contact information for a colleague whom you may call if necessary. For mental health or other emergencies, please see the next section.

Email and text messages are not confidential means of communication. Please carefully consider this when sending me an email or text messages. I encourage clients to only include information about scheduling in their email or text communications with me.

I will only communicate with you via email about matters regarding your appointment. For all other matters, please leave me a voicemail and we can speak about it by phone or in person.

Emergencies: If you need immediate support, please call the Palm Beach/Treasure Coast HelpLine at 211. In emergencies in which you believe you are a risk to your own or someone else's safety, please call 911 or go to the nearest emergency room or hospital.

Confidentiality Rights and Limitations: Confidentiality law protects the privacy of communication between a client and a psychologist and is the cornerstone of effective psychotherapy. In most situations, I can only release information about you or your treatment if you sign an Authorization for the Release of Information form that meets certain criteria imposed by state law and/or HIPAA.

While most matters discussed during treatment are kept strictly confidential, there are limitations that must be addressed at the time of consent. There are some situations in which I am permitted or required to disclose information without your consent or Authorization. In all of the following cases, I will make every effort to only disclose the information minimally necessary to meet the needs of the situation.

- 1) **Serious Threat to Health or Safety:** If I have reason to suspect that you may seriously harm either yourself or another person(s), and I judge that there is a clear and substantial risk of imminent danger of that happening, I may breach confidentiality to the extent necessary to protect you or others. This can include seeking hospitalization for you or contacting family members or others who can help to provide protection. This could also include notifying

potential victim(s) or contacting the police. The Baker Act (s. 394.463, F.S. Ch. 65E-5.280, FAC) encourages the voluntary admission of persons for psychiatric care, but only when they are able to understand the decision and its consequences and are able to fully exercise their rights for themselves. When this is not possible due to the severity of the person's condition, the law requires that the person be extended the due process rights assured under the involuntary provisions of the Baker Act.

- 2) **Child Abuse:** If I have reasonable cause to believe that a child under the legal age with whom I have had contact has been abused, I may be required to report the abuse. Additionally, if I have reasonable cause to believe that an adult with whom I have had contact has abused a child under the legal age, I may be required to report the abuse. In any child abuse investigation, I may be compelled to turn over PHI. Regardless of whether I am required to disclose PHI or to release documents, I also have an ethical obligation to prevent harm to my clients and others. I will use my professional judgment to determine whether it is appropriate to disclose PHI to prevent harm.
- 3) **Mentally Ill or Developmentally Disabled Adults:** If I have reasonable cause to believe that a mentally ill or developmentally disabled adult has been abused, I may be required to report the abuse. Additionally, if I have reasonable cause to believe that any person with whom I have had contact has abused a mentally ill or developmentally disabled adult, I may be required to report the abuse. Regardless of whether I am required to disclose PHI or to release documents, I have an ethical obligation to prevent harm to my clients and others. I will use my professional judgment to determine whether it is appropriate to disclose PHI to prevent harm.
- 4) **Other Abuse:** I may have an ethical obligation to disclose your PHI to prevent harm to you or others. This includes Elder Abuse, Neglect, Abandonment, Exploitation, Vulnerable Individual, and Disabled.
- 5) **Medical:** I may disclose information that would facilitate treatment in a medical emergency.
- 6) **Court Proceedings:** If you are involved in or anticipate becoming involved in any legal or court-related proceedings, please notify me as soon as possible. It is important for me to understand how, if at all, your involvement in these proceedings might affect our work together. Your PHI may become subject to disclosure if any of the following occur: a) if you become involved in a lawsuit and your mental or emotional condition is an element of your claim, b) if a court orders your PHI to be released, or c) if a court orders you to undergo a mental evaluation. I will make every effort to discuss the release of your PHI beforehand. If our treatment involves more than one family member, please be aware that my treatment record may contain information about more than one person in the family.
- 7) **Government Health Oversight:** If a government agency or the Florida Board of Psychologist is requesting information for health oversight activities, I may be required to provide it to them.
- 8) **Legal Defense:** If a client files a complaint or a lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- 9) **Worker's Compensation Claim:** If you file a Worker's Compensation Claim, this constitutes authorization for me to release your relevant mental health records to involved parties and officials. This would include past history of complaints or treatment of a condition similar to that involved in the worker's compensation claim.
- 10) **Insurance or Fee Collection:** As discussed elsewhere in this Agreement, I will likely have to release information regarding your diagnosis or treatment in order to complete your claim. Most insurance companies also retain the right to conduct periodic audit reviews of records. Similarly, I may pursue collection of overdue fees without further Authorization.

- 11) **Colleagues On-Call:** When I am away and not taking calls or receiving messages, I will have a professional colleague on-call for me. Since this person changes from time to time, if you have an emergency that requires him/her to either talk with you by phone or meet with you in an office visit, we will not complete a separate authorization. This person will adhere to the same standards of privacy and confidentiality described in this document.
- 12) **Consultation:** At times I may find it helpful, on your behalf, to consult with other mental health and health professionals, who are not involved in your case, to insure that you receive the best treatment possible. During a consultation, I make every effort to avoid revealing your identity. The other professionals with whom I consult are also legally bound to keep the information confidential. I will assume that this is acceptable to you unless you notify me in writing. I will not tell you about these consultations unless I feel that it is important to our work together. If significant treatment decisions are affected by a consultation, it will be recorded in your clinical record.

If any of these situations arise, whenever possible, I will make every effort to discuss it with you before disclosing your PHI and I will limit my disclosures to what is minimally 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 you may have now or in the future. The laws governing confidentiality can be complex. In situations where specific legal advice is needed, you should consider consulting with an attorney.

Professional Records: You should be aware that, pursuant to HIPAA, I sometimes 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 problems impact your life, your diagnosis, the goals that we set for treatment, your progress toward these 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 your insurance carrier. Except in unusual circumstances that involve danger to yourself or other (in which case I will provide you with an accurate and representative summary), 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 may be upsetting to a non-professional who reads them. For this reason, I recommend that you initially review them in my presence so that we can discuss the contents. In most cases, my charge for a copy of a clinical record is \$1.00 per page.

In addition to Clinical Records, I sometimes keep a set of Psychotherapy Notes. These notes are for my own use and are designed to assist me in providing you with high quality care. While the contents of these notes may vary, they may include the contents of our conversations, my analysis of these conversations, and how my analysis impacts your therapy. They may also contain sensitive information that you share with me that is not required in your Clinical Record. While insurance companies can request your Clinical Record, they do not have access to my Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you for your refusal. You may request to examine and/or receive a copy of your Psychotherapy Notes unless I determine that such a disclosure would be injurious to you.

Client Rights: HIPAA provides you with several rights regarding your Clinical Record and disclosures of PHI. These rights include requesting that I amend your record, restrict certain information from your Clinical Record from disclosure to others, provide an account of most disclosures of PHI that you have

not authorized, determine the location to which PHI are sent, record any complaints that you make about my policies and procedures in your record, and provide you with a paper copy of this Agreement, the attached Notice Form, and my privacy policy. We can discuss any of these rights at your request. Should you wish to utilize any of these rights, please put that request in writing.

Minors and Parents: Clients under the age of 18 who are not emancipated from their parents should be aware that the law may allow parents to examine their records. Because privacy in psychotherapy is crucial to successful progress, it is sometimes my policy to request consent from parents that they give up their access to the records of clients between the ages of 13 and 18. If this agreement is established, I will only provide parents with general information about the client's progress and his/her attendance. I will also provide a verbal or written summary at the end of treatment, if it is requested. Any other communication would require the child's authorization, unless I believe that the child is in danger or a danger to self or others (in which case, I would notify the parents). Before giving parents information, I will make every effort to discuss it with the child.

NOTICE OF PRIVACY PRACTICES

The privacy of your health information is important to me. I will maintain the privacy of your health information and I will not disclose information to others unless you tell me to do so, or unless the law authorizes or requires me to do so.

A federal law commonly known as HIPAA (Health Insurance Portability and Accountability Act) requires that I take additional steps to keep you informed about how I may use information that is gathered in order to provide mental health services to you. As part of this process, I am required to provide you with the attached Notice of Privacy Practices and to request that you sign the attached as written acknowledgment that you have received a copy of the Notice. The Notice describes how I may use and disclose your protected health information to carry out treatment, payment, or healthcare operations and for other purposes that are permitted or required by law. This Notice also describes your rights regarding health information I maintain about you and a brief description of how you may exercise these rights.

Please let me know if you have any questions or concerns about this Notice.

Christopher J. BH. Bauchman, PsyD LLC
Licensed Psychologist



**Your Information.
Your Rights.
Our Responsibilities.**

This notice describes how medical information about you may be used and disclosed and how you can get access to this information.

Please review it carefully.

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get an electronic or paper copy of your medical record

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct your medical record

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

continued on next page

Your Rights *continued*

Ask us to limit what we use or share

You can ask us **not** to use or share certain health information for treatment, payment, or our operations.

We are not required to agree to your request, and we may say “no” if it would affect your care.

If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer.

- We will say “yes” unless a law requires us to share that information.

Get a list of those with whom we’ve shared information

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice

- You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.
- We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory
- Contact you for fundraising efforts

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we *never* share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

In the case of fundraising: • We may contact you for fundraising efforts, but you can tell us not to contact you again.

Our Uses and Disclosures

How do we typically use or share your health information? We typically use or share your health information in the following ways.

Treat you

- We can use your health information and share it with other professionals who are treating you.

Example: *A doctor treating you for an injury asks another doctor about your overall health condition.*

Run our organization

- We can use and share your health information to run our practice, improve your care, and contact you when necessary.

Example: *We use health information about you to manage your treatment and services.*

Bill for your services

- We can use and share your health information to bill and get payment from health plans or other entities.

Example: *We give information about you to your health insurance plan so it will pay for your services.*

How else can we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Your Choices

Help with public health and safety issues

- We can share health information about you for certain situations such as:
 - Preventing disease
 - Helping with product recalls
 - Reporting adverse reactions to medications
 - Reporting suspected abuse, neglect, or domestic violence
 - Preventing or reducing a serious threat to anyone's health or safety

Do research

- We can use or share your information for health research.

Comply with the law

- We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

Respond to organ and tissue donation requests

- We can share health information about you with organ procurement organizations.

Work with a medical examiner or funeral director

- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers' compensation, law enforcement, and other government requests

- We can use or share health information about you:
 - For workers' compensation claims
 - For law enforcement purposes or with a law enforcement official
 - With health oversight agencies for activities authorized by law
 - For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

- We can share health information about you in response to a court or administrative order, or in response to a subpoena.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Changes to the Terms of This Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

01/01/2016

This Notice of Privacy Practices applies to the following organizations.

Christopher J. BH. Bauchman, PsyD., LLC