William L. Buchanan, Ph.D., ABPP

Board Certified in Clinical Psychology,
American Board of Professional Psychology
Licensed Psychologist, GA #1251

North Point Psychology, LLC
3534 Old Milton Parkway
Alpharetta, GA 30005

(678) 624-0310, ex. 0
fax: (678) 624-0258

www.NorthPointPsychology.com
doc4add@mindspring.com

PSYCHOLOGICAL SERVICES CONTRACT and INFORMED CONSENT

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), 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 (the Notice) for use and disclosure of PHI for treatment, payment, and health care operations. The Notice, which is a separate document, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information by the end of the first session. Although these documents are long and sometimes complex, it is very important that you read them carefully. Please discuss with me any questions you have about the procedures. When you sign this document, it will also represent an Agreement or Contract between us. You may revoke this Contract in writing at any time. Except for what is required by Federal and State law the revocation will be binding unless I have already taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to help you process or substantiate claims made under your policy; or if you have not satisfied any financial obligations with my practice.

NORTH POINT PSYCHOLOGY, LLC

North Point Psychology, LLC is the private practice of William L. Buchanan, Ph.D., ABPP. No other licenced mental health professional is a part of North Point Psychology, LLC. Other mental health practitioners practice at 3534 Old Milton Parkway in Alpharetta, Georgia, but they are not part of North Point Psychology, LLC. Thus, this is not a group practice. Rather, the practitioners at this location have an office sharing arrangement. I own the office suite and other practitioners pay rent. Each mental health practitioner at this location practices independently.

I have a professional staff that works under the auspices of North Point Psychology, LLC. This includes my office manager, Ms. Susan Hall, and several doctoral students in clinical psychology from Mercer University. The doctoral students are completing a year-long diagnostic practicum under

my supervision, working as psychometrists meaning they administer and score psychological tests. On occasion, I will supervise a Post-Doctoral Fellow completing his or her supervised work experience requirement to be licensed as a psychologist.

PSYCHOLOGICAL SERVICES

Generally, I provide psychological services that fit under one of three broad categories: therapy, evaluation and consultation.

Psychological therapy is a broad term and is not easily described in general statements. There are many different types of psychological therapy including individual psychotherapy, couples or marital therapy, family therapy and group therapy. There are also many different methods or techniques I may use to deal with the problems that you hope to address. A psychological therapy session is not like a medical doctor visit. Instead, it calls on you to take a very active effort in addressing the problem. In order for the psychological therapy to be most successful, you will have to work on things we talk about both during our sessions and between sessions.

Psychological therapy can have benefits and risks. Since psychological therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. In marital, family or group therapy, you may also experience interpersonal conflict and confrontation. On the other hand, psychological therapy has also been shown to have benefits for people who go through it. Psychological therapy often leads to better relationships, solutions to specific problems, significant reductions in feelings of distress, and effective treatment for mental conditions. Although research has found psychological treatments to be generally safe and effective for many people, there is no guarantee that psychological treatment will be effective or successful in your particular case.

Psychological Evaluation usually involves an assessment of several areas of functioning, such as, intellectual, academic, neuropsychological, social and/or emotional functioning. I also provide custody evaluations and other evaluations used for legal (i.e., forensic) purposes. The exact type of evaluation I conduct depends upon the presenting problems or reason for referral. Background history, teacher input, review of previous records, and other sources of information may also be useful to assist in making the diagnosis and understanding your situation.

Forensic Consultation involves me working as a psychologist in a legal (forensic) case. This may involve a review of medical, psychological and legal documents; interviewing you; interviewing other people involved in your case; and/or consulting with your attorney or other professional. This could include Court-ordered therapy and a variety of evaluations including, but not limited to, a custody evaluation. This also includes Court testimony and depositions.

Whether you seek psychological therapy, evaluation or consultation, our first session together will usually involve my obtaining background information and evaluating your needs. By the end of the first session, I will usually be able to offer my first impressions of what our work will include and the recommendations I believe would be helpful to you. You will then need to decide if you want to

continue with my services. Psychological services involve a large commitment of time, money, and energy, so you should be very careful about the psychologist you select. If you have questions about my methods and 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.

MEETINGS

Appointments for psychological therapy and psychological consultations are usually scheduled for hour-long sessions. However, this "hour" is structured so that you have a 50 minute session of "face-to-face" contact with me, and I have 10 minutes to review your chart before the session and make additional notes after the session. The frequency of the sessions vary depending on your needs and goals. However, psychological therapy most often is once a week at the start of treatment and gradually moves to being less and less frequent as progress is made. Of course, this will be discussed and agreed upon by both of us.

Appointments for psychological evaluations are scheduled for longer blocks of time. Most frequently, psychological evaluations take several hours to a full day to complete. Neuropsychological evaluations often require two or more days of testing. Custody and forensic evaluations most often take multiple sessions often months to complete.

Once an appointment is scheduled, you are responsible to pay for it *unless you provide 24 hours advance notice of cancellation*. It is important to note that if you plan to file for reimbursement, insurance companies do not provide reimbursement for cancelled sessions. If it is possible, we will try to find another time to reschedule your appointment during the same day or week.

PROFESSIONAL FEES

Charges for psychological therapy, evaluations, and consultations are based on an hourly fee. Payment is expected at the end of each session. The fee varies depending on the service that is provided. Current charges are:

$ 500.00 for the initial consultation session,
$ 375.00 per hour for psychological therapy, and
$ 500.00 per hour for in-office forensic consultative services.

Fees for psychological evaluations are generally charged based on the amount of time Dr. Buchanan believes will be necessary to complete the evaluation. Thus, there are often set fees for standard evaluations. Other fees may apply if additional time is needed; however, any additional fees will be discussed with you before the additional fees are applied.

Writing an affidavit and reviewing records for forensic purposes is billed a rate of $500 per hour. Other non-forensic services including writing an letter, preparation of records or treatment summaries, telephone conversations lasting longer than 10 minutes, consulting with other

professionals with your permission, and time spent performing any other service you may request of me will incur charges of $375.00 per hour, prorated for the amount of time I spend providing the service.

If you become involved in legal proceedings that require my participation, you are responsible to pay for all of my professional time, including preparation and transportation costs. The fee for depositions and other Court related activities is $2500.00 per half day (four hour minimum charge).

For consultation and forensic services after the initial session, a retainer will need to be paid before services are provided. The amount of the retainer will be based on our review of what needs to be done and an estimate how much of my time will be required.

BILLING AND PAYMENTS

Payment is due at the time of service. Bounced checks will result in a $50.00 service fee. If you owe for two or more unpaid sessions or missed appointments, we will not schedule another appointment for you until your bill is paid in full.

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. If such legal action is necessary, *all court costs and collection agency costs will be added to the amount you owe*. In most collection situations, the only information I release is the responsible party's name, address and phone numbers; the type of services provided; and the amount due.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will often provide some coverage for mental health treatment. I will 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. If you desire to have your insurance reimburse you for my services, it is important that you find out exactly what mental health services your insurance policy covers - my services are considered "out-or-network." Many insurance policies require *you to get pre-authorization from them prior to initiating mental health services*. This is usually done by calling a toll-free telephone number listed on your insurance card.

You should also be aware that insurance companies require me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or in rare cases a copy of the entire Clinical Record. This information 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 to your insurance carrier,

Initials:_____

if you request it.

I do not bill directly to insurance companies. At the time of payment you will be provided with a receipt of payment. You may file this receipt with your insurance carrier if reimbursement is being sought. Please be aware that I am an out-of-network provider for insurance companies. I cannot guarantee reimbursement through any insurance carrier.

CONTACTING ME

I am seldom personally available to immediately talk on the telephone - my telephone is answered by voice mail. I will make every effort to return your call by the next business day, or sooner if it is an urgent matter that can not wait until the next business day. Please provide me with specific times when you will be available. Please leave me all phone numbers (cell, home, work, etc.) that you feel comfortable allowing me to use to call you.

My office manager works virtually and is available on most business days from 8:00 a.m. to 5:00 p.m. I am usually in the office between 9:00 a.m. and 5:00 p.m. on Wednesdays and Thursdays.

If you have an urgent matter that can not wait until the next business day, you can page me at (770) 217-5909. If you have a mental health emergency, contact Peachford Hospital at (770) 454-2302 or go to the nearest hospital emergency room and ask for the mental health professional on call. When I go on vacation or when I will be unavailable for an extended period of time, I will provide you with the name of a colleague to contact, if necessary.

PATIENT RIGHTS

HIPAA provides you with several rights with regard to your Clinical Record and disclosures of Protected Health Information (PHI). These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record 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 Health Information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and having the right to a paper copy of this Agreement, the attached Notice form, and my other policies, procedures and Informed Consent documents. I am happy to discuss any of these rights with you.

CONFIDENTIALITY and PRIVILEGED COMMUNICATION

All communications between a psychologist and a client are legally privileged communication and can not be released without written permission by the client. State of Georgia law in O.C.G.A. 43-39-16, the section of the Psychology Licensing Practice Act entitled "Privileged Communications," reads as follows:

The confidential relations and communications between a licensed psychologist

Initials:_____

> **and client are placed upon the same basis as those provided by law between attorney and client; and nothing in this chapter shall be construed to require any such communication to be disclosed.**

The law also addresses this issue in another section of the State of Georgia law, O.C.G.A. 24-9-21. Federal law through HIPAA and the Federal Rules of Evidence, Section 501, also ensure that what is said between a psychologist and a patient is protected by law to be confidential and considered privileged communication. Thus, 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.

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:

I may occasionally find it helpful to consult other psychologists 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 don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record.

You should be aware that I employ administrative staff and use psychometrists to perform the psychological evaluations. I often need to share some protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, quality assurance, completion of the evaluation, etc. All staff members have been given training about protecting your privacy and are required by state and federal law to not release any information outside of this practice.

Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where I am permitted or required to disclose information without your consent or authorization:

If you are involved in a court proceeding and a *subpoena* is received regarding our work together, *your information is protected by the laws noted above.* I cannot provide any information without your written authorization to release information. However, if I receive a *Court Order signed by a Judge*, I may be required to release your patient information. If you are involved in or are contemplating litigation, you should consult with your attorney to determine whether a Court would likely Order me to disclose your patient information.

If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.

If you file a complaint or lawsuit against me, I may disclose relevant information regarding you in order to defend myself.

Initials:_____

If you file a worker's compensation claim, and I am providing treatment related to the claim, I must, upon appropriate request, furnish copies of all medical reports and bills.

There are, however, a few exceptions in which the mental health professional's social responsibility is given precedence over your right to confidentiality. These are situations in which I am legally obligated to take actions if I believe it is necessary to try to protect you or others from harm. These situations are very unusual in my practice:

If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

If I determine that a patient presents a danger of violence to another person, I may be required to take protective actions. These actions may include hospitalization of the patient, notifying the potential victim, and/or contacting the police.

If I have reasonable cause to believe that a child has been abused or neglected, the State of Georgia law (O.C.G.A. 19-7-5) requires that I file a report with the appropriate governmental agency, usually the Department of Families and Children's Services (DFCS).

If I have reasonable cause to believe that a disabled or elder person residing in a long-term care facility has been abused or exploited, the State of Georgia law (O.C.G.A. 31-8-82) requires that I file a report with the the Department of Human Resources.

Of course breaching confidentiality would be the last resort, occurring only after all reasonable efforts to resolve the situation had failed, and would be limited to the necessary information required to ensure safety. If such a situation described above arises, I will make great effort to fully discuss it with you before taking any action.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information (PHI) about you in your Clinical Record. You have a right to examine and/or receive a copy of your Clinical Record, if you request it in writing. Your Clinical Record may include information about your reasons for seeking psychological therapy, a description of the ways in which your problem impacts 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.

Initials:_____

However, because these are professional psychological records, they can be misinterpreted and potentially upsetting to an untrained reader. For this reason, I may recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents.

A special note needs to be made about you having access to copyrighted psychological test material that may be in your Clinical Record. Psychologists are required by Federal Copyright Laws, the Federal Trade Secrets Act, and the Ethical Code of the American Psychological Association to maintain the integrity and security of test materials. Test materials, protocols, and other copyrighted materials are considered legally protected "trade secrets." Psychologists, when purchasing psychological test materials, sign a legal contract to not disclose the trade secrets of the test publisher. Thus, I can not provide you or anyone else a copy of any copyrighted psychological test material or protocols that may be in your file. I will, however, provide you with the written summary of the psychological evaluation which will include test scores.

ELECTRONIC RECORDINGS

At times I may want to make electronic recordings of our interactions. Electronic recordings can be very useful in therapy, especially marital therapy. It can also be useful for forensic evaluations. However, I will never make an audio or video electronic recording of our interactions without first informing you of the nature and purpose of the recordings and obtaining your signature on a separate, written authorization document for the electronic recordings. I generally do not have an objection with patients making an audio recording of the session *provided it is known by all parties ahead of time and there are informed consent documents signed by all parties prior to the initiation of any and all recording*. You do <u>not</u> have my permission to electronically record any conversations we have, in person or on the phone, without my prior informed consent and written authorization.

MINORS & PARENTS

Patients under 18 years of age who are not emancipated and their parents should be aware that the law allows parents to examine their child's Clinical Record. Because privacy in psychological therapy is often crucial to successful progress, particularly with teenagers, I may request that parents consent to give up their right to access their child's psychological records. If you agree, I will provide verbal feedback to you about the progress of your child's treatment and his/her attendance of scheduled sessions.

****

Continued to page 9

Initials:_____

Having read and understood the above, I hereby give my **informed consent** to participate in Psychological Services conducted by William L. Buchanan, Ph.D., ABPP at North Point Psychology, LLC, under the terms and conditions as stated in this document.

_____
Printed Name

_____
Signature

_____
Date