Lee Welch, LCSW

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INFORMATION & PATIENT SERVICES AGREEMENT

Lee Welch, LCSW
Licensed Clinical Social Worker
Oregon State License #8590
New York State License #R053514

Welcome to my practice. This Information and Patient Services Agreement 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 new federal law that provides new privacy protections and new 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). The Notice, which is attached to this Agreement, 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 all the information contained in the following pages. Although these documents are long and sometimes complex, it is very important that you read them carefully before our session. We can discuss any questions you have about the policies and procedures at any time. When you sign this document, it will also represent an agreement between us. You may revoke this agreement in writing at any time and further services will discontinue. That revocation will be binding on me except when I have taken action in reliance on it; if there are obligations imposed on me by you, or 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.

PROFESSIONAL SERVICES

Psychotherapy services are provided for adults, couples and family sessions.

My theoretical orientation to therapy is Jungian, psycho-dynamic and relational. This means that I approach an understanding of the problems you are experiencing from your perspective and your own personal history. The help I provide will assist you in resolving your own symptoms and difficulties. This may focus on decision-making, understanding and expressing your emotions, attending to physical well-being, personal responsibility, interpersonal relationships, and spirituality. A wide variety of therapeutic intervention may be used in treatment, including but not limited to: cognitive therapy methods, mindfulness practices, insight interpretation, Internal Family Systems approaches, Acceptance Commitment Therapy (ACT), communication skills building, conflict resolution, parenting skills development, dream work, play therapy, psychodrama, journaling, reading and homework assignments.

To insure the quality of the therapy I may at times seek out professional supervision with licensed LCSW and/or PhD. I am an independent practitioner and not affiliated with any specific group.

APPOINTMENTS

1. Therapy session are **50-60 minutes** long. If you are late for your appointment that time is lost.

2. **A 24-hour advance notice must be given for cancelled appointments.** If you do not show up for your appointment as scheduled, or you cancel with less than a 24-hour notice, you will be charged for the time reserved for you. Insurance companies will not reimburse for sessions you do not attend.

3. If there is an unavoidable need to cancel a session on the same day that it is scheduled, you may be able to reschedule for another time if an opening exists during that same week, and avoid the late cancellation or missed appointment charge. I generally do not see patients on Fridays and weekends.

4. To make, change, or cancel an appointment, call 917-697-9325. You may leave messages at that number.

FEE POLICY & INSURANCE REIMBURSEMENT

1. Fees are set at $185 per session for individual psychotherapy, and $200 for couples/families.

2. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will provide invoices for you to file claims to your insurance company 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 follow-up with any payment errors. I do not bill for secondary insurance coverage. **Please notify me immediately when you have any changes in your insurance coverage.**

3. It is customary to pay for professional services when rendered or at agreed upon date, usually at the end of the month. **If you have insurance, you will be expected to make your co-pay or deductible at that time.**

4. All checks are to be made out to Lee Welch, LCSW. You may pay by cash, check, Zelle, or PayPal.

5. Please keep your account current by making consistent payments. Discuss with me any concerns or problems you have in paying your account in full before your account becomes delinquent. Generally, you and I will be able to solve almost any problem. If you do not make consistent payments and have not kept your account current, you may not be able to continue receiving services from me. If your account remains delinquent for more than two months, treatment will be terminated.

6. You will be charged $25 for all checks returned from the bank due to insufficient funds, or other problems.

7. You should also be aware that the contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. If you have an Oregon insurance policy with the state law requirement that by accepting policy benefits, you are deemed to have consented to examination of your Clinical Record for purposes of utilization review, quality assurance and peer review by the insurance company, then I may provide clinical information to your insurer for such purposes. 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 that is necessary for the purpose requested. 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, if you request it. By signing this form, you agree that I can provide requested information to your carrier.

8. Your signature on the authorization form will authorize the insurance company to make payments directly to Lee Welch, LCSW.

EMERGENCIES

1. If you are in a crisis, please call. In many situations, the best course of action will be to call 911 before calling me.

2. My emergency number is 917-697-9325. I do not take emergency calls after 10 pm, and at other times I may not be able to return your call. If your crisis is an emergency or life-threatening, please call 911 and ask for help, or go to the nearest emergency room.

3. When I am out of town, if required, I will leave instructions as to which professional will be covering for me on emergencies when I am away. You may also call 911, or present yourself to an emergency room.

NOTICE OF PRIVACY
Notice of Policies and Practices to Protect the Privacy of Your Health Information

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAYBE 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* purposes with your *consent.* 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"*
  - *Treatment* is when I provide, coordinate or manage your health care and other services related to your health care. I may disclose health information about you to doctors, nurses, emergency room staff, another psychologist, or office staff who are involved in taking care of you and your health.
  - *Payment* is when I obtain reimbursement for your healthcare. I may use and disclose health information about you so that the treatment and services you receive from me may be

billed to, and payment may be collected from, you, an insurance company, or a third party.
- *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 office such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- *"Disclosure"* applies to activities outside of my office, such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

I may use or disclose pm for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An *"authorization"* is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment and health care operations, I will obtain an authorization from 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 therapy 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 insurance coverage, and the law provides the insurer the right *to* contest the claim under the policy.

III. Uses and Disclosures with Neither Consent nor Authorization

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

- Child Abuse: If there is a reportable child abuse incident or child abuse investigation. I may be compelled to disclose PHI or turn over your relevant records.
- Adult and Domestic Abuse: If there is a reportable elder abuse or domestic violence incident or investigation. I may be compelled to disclose PHI or turn over your relevant records.
- Health Oversight: The Oregon State Board of Social Work Examiners may subpoena relevant records from me should I be the subject of a complaint.
- Military, Veterans, National Security and Intelligence: If you are or were a member of the armed forces. or part of the national security or intelligence communities. I may be required by military command or other government authorities to release health information about you.
- Judicial or Administrative Proceedings: If you are involved in a court proceeding and a request is made for information about your evaluation, diagnosis and treatment and the records thereof, such information is privileged under state law, and I must not release your information without written authorization by you or your personal or legally-appointed representative, or a court order. This privilege does not apply when you are being evaluated for 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: I may disclose confidential information when I judge that disclosure is necessary to protect against a clear and substantial risk of imminent serious harm being

inflicted by you on yourself or another person. I must limit disclosure of the otherwise confidential information to only those persons and only that content which would be consistent with the standards of the profession in addressing such problems.

•Worker's Compensation: 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 a past history of complaints or treatment of a condition similar to that in the complaint.

IV. Patient's Rights and Health Care Provider'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 about you. 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 and psychotherapy notes 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. On your request, I will discuss with you the details of the request and denial process.

•*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. On 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 for which you have neither provided consent nor authorization (as described in Section III of this Notice). On 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 the notice from me upon request, even if you have agreed to receive the notice electronically.

All requests must be in writing, on the relevant form, and with your signature.

Health Care Provider'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 post the revision on my website and paper copies will be available at the office.

V. Complaints

If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, you may contact Lynn Moore, Ph.D. who provides consultation for my practice 503-781-2275.

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon

request.

VI. Effective Date, Restrictions and Changes to Privacy Policy

This notice will go into effect on July 2019.

There are no current restrictions to this policy notice.

I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. I will provide you with a revised notice by request or with copies available in my office.