

Please Read and Sign Below

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THERAPIST-PATIENT SERVICES AGREEMENT

Welcome to my practice. This document (the agreement / our contract) 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 purposes 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 attached to this Agreement, explains HIPAA and its applications 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 at the end of this session. Although these documents are long and sometimes complex, it is very important that you should read them carefully before our next session. We can discuss any questions you have about procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this agreement in the 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 therapist and patient and the particular problems you're 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 during both our sessions and at home. Psychotherapy can have benefits and risks since therapy often involves discussing unpleasant aspects of your life. You may experience uncomfortable feelings such as 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.

Theoretically, I have an Object Relations/Attachment Theory orientation that is influenced eclectically by many other theories and trainings. Together these theories provide a rich understanding of the Self, of relationships and of the many factors which influence our lives. They also provide structure for the therapy process and a pathway for change and healing.

Our first few sessions will involve an evaluation of your needs. As we get started, I will be able to offer you some first impressions of what our work will include and direction to focus on if you decide to continue with therapy. You should evaluate this direction I point in throughout treatment and along with your own opinions of whether you feel comfortable working with me. Therapy involves a large 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.

MEETINGS

I rely on your feedback to know how things are going. Psychotherapy can end up being short term or longer term depending on your needs. I will usually schedule one 53 minute session [one appointment of 53 minutes duration] per week, at a time we both agree on, although some sessions may be longer or more frequent. Sometimes we may decide that every other week is a better fit for you at the beginning or down the road. There are many configurations that can work and we can determine throughout treatment what is best for you. Once an appointment hour is scheduled you will be expected to pay for it unless you provide 24 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 canceled sessions. [If it is possible, I will try to find another time to reschedule the appointment.]

PROFESSIONAL FEES

My regular session fee is \$225. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 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. 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'm called to testify by another party. [Because of the difficulty of legal involvement, I charge \$300 per hour for preparation and attendance at any legal proceeding.]

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 8 a.m. and 5 p.m., I will not answer the phone when I am with a patient. Text on my cell phone is often the most effective for timely response as email, and my office phone I don't check as regularly. I don't use text for processing difficulties but for basic communication regarding scheduling sessions or phone calls needed. I will make every effort to return your call on the same day you make it, with the exceptions of weekends and holidays. If you are difficult to reach, please inform me of some times you will be available. [In emergencies you can use the emergency system on my voicemail.] If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or go to the nearest emergency room and asked for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact if necessary.

Many patients prefer to contact me via email and / or text for scheduling issues. Appointment reminders can also be sent automatically by my office. (I generally will not communicate with you regarding any clinical issues in this forum.) If you wish to communicate with me and to have me respond via text or email, you need to understand that the messages will not be encrypted and that Health Care Information (HCI) sent by email or text can be lost, delayed, intercepted by others, delivered to the wrong address or arrive incomplete or be corrupted. If you understand and accept these risks and would still like to communicate with me by email or text, I need you to confirm you accept responsibility for these risks and agree to not hold me responsible for any problems that occur after I send these messages.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between patient and the Psychotherapist. 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 state law, and/or HIPAA. With your signature on a proper authorization form , I may disclose information in the following situations:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. If I consult with a professional who is not involved in your treatment, I will make every effort to avoid revealing your identity. These professionals are legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations, unless I feel that this is important to our work together
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If you're involved in court proceeding and a request is made for information regarding the professional services I provided you. Such information is protected by the Mental Health Counselor patient privilege law.

I cannot release any information:

1. without your written authorization;
2. if you inform me that you are seeking a protective order against my compliance with a subpoena that has been properly served on me and about which you have been notified in a timely manner; or
3. without a court order requiring the disclosure. If you are involved in or contemplating litigation you should consult with your attorney about likely required court disclosures. Please note: if you have come in for couple's therapy, b y signing this document, you are agreeing that you will never seek the psychological record or my testimony in any future court proceeding such as in a child custody matter or marital dissolution. If you have brought your child in for treatment, both parents (if available) will have to sign this contract, and in so doing, you are agreeing that you will never seek the psychological record or my testimony in any child custody dispute. In the event a patient, or an attorney working on behalf of the patient, subpoenas or in any way attempts to involve Harry Neff in the patient's litigation, and Harry Neff engages legal counsel to prevent his involvement in the litigation, the patient agrees to reimburse Harry Neff for the legal fees he incurs.

There are some situations where I am permitted or required to disclose information without either your consent or Authorization: There are some situations in which I am legally obligated to take specific action. Generally these would be times when I determine it is necessary to attempt to protect you

- 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 the record in order to defend myself.
- If you file a worker's compensation claim and the services I'm providing are relevant to the injury for which the claim was made, I must upon appropriate request, provide a copy of your record to the employer and the Department of Labor and Industries. or others from harm and therefore I may have to reveal some information about your treatment.

These situations are unusual in my practice:

- If I have reasonable cause to believe that a child has suffered abuse or neglect, the law requires that I file a report with the appropriate government agency, usually the Department of Social and Health Services . Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect of a vulnerable adult has occurred, the law requires that I have to file with the appropriate government agency, usually the Department of Social and Health Services. Once such a report is filed I may be required to provide additional information.
- If I reasonably believe that there is imminent danger to your health or safety or of any other individual, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, seeking hospitalization for the you and/or contacting family members or others who can help provide protection.

Attention Health Care Providers:

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is 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 that you may have now or in the future. The laws concerning confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed. As a result of a state regulation adopted by the Washington State Department of Health in 2008, I am required to report myself or another health care provider in the event of final determination of unprofessional conduct, a determination of risk to patient safety due to a mental or physical condition, or if I have actual knowledge of unprofessional conduct by another provider, regulated by the Department of Health, that constitutes a clear and present danger. Upon request, a copy of this law can be made available. If you have any questions or concerns about how this law might affect your therapy, please let me know.

PROFESSIONAL RECORDS

You should be aware that in compliance with both HIPAA and insurance requirements, I keep a record of our work together. This is all "Protected Health Information" (PHI) and includes information about your reasons for seeking therapy, a description of the ways in which a problem impacts on your life, your diagnosis, the goals that we have set for your 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 professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in the very unusual circumstance that I conclude sharing the record with you could cause harm or danger to you or others, you are always welcome to read the file or even to obtain a copy. If you wish to receive a copy of your Clinical Record, please make the request in writing. Because these are professional records, they can be misinterpreted and / or upsetting to the untrained reader. For this reason, I recommend that you initially review them when I am available or you may ask that I forward the record to another mental health professional, so that you can discuss the contents (I'm sometimes willing to conduct this review meeting without charge). In most situations I'm allowed to charge a copying fee of \$.65 per page for the first 30 pages and \$.50 per page after that and a \$15 clerical fee. I may withhold your record until the fees are paid. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

Recording of sessions by either therapist or client is only permitted with a signed release.

PATIENT RIGHTS HIPAA

provides you with several new or expanded rights with regard to your clinical records and disclosures of protected health information. These include your right to:

- Request restrictions on what information from your clinical records is disclosed to others
- Request an accounting of most disclosures of protected health information that you have neither consented to nor authorized
- Determine the location to which protected information disclosures are sent
- Have any complaints you make about my policies or procedures recorded in your records
- The right to a paper copy of this agreement, the attached notice form, and my privacy policies and procedures.
- Request that I amend your record a summary of their child's treatment when it is complete.

Generally, all communication with parents 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 (and other authorities if necessary) of my concern. Before giving parents any other information, I will discuss the matter with the child if possible, and do my best to handle any objections he or she may have. Parents should feel free to discuss all their concerns with me and I will choose how to address these concerns in therapy.

BILLING AND PAYMENTS

Generally I will bill you periodically, sometimes depending upon how quickly the insurance payment gets posted. I utilize a billing service called Accelerated Billing and Management and you are welcome to contact them directly if there is ever confusion about billing. Please let me know if there is ever a problem or mistake occurs in the billing or if different arrangements need to be made.. Payment schedules for other professional services will be agreed to when they're requested (in circumstances of unusual financial hardship. I may be willing to negotiate a fee adjustment or payment installment plan). I generally bill your insurance twice monthly and you will be notified by them of their coverage of my services and your co-pay and or deductible. Knowing what is covered and the limits of coverage is important in helping you plan your treatment. (See below.) If your account has not been paid for more than 60 days and an arrangement for payment has not been agreed upon, or if you have defaulted on a payment agreement, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through a small claims court, which will require me to disclose otherwise confidential information. In collection situations, the only information released will be your name, address and phone number, the nature of services provided and the amount due (if such legal action is necessary, its cost will be included in the claim).

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 usually provide for some coverage of 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. You are also responsible to track your own utilization of benefits so that when that benefit is exhausted you can make plans about how you will proceed with and pay for treatment. 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 plan administrator. Of course I will be providing 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. If it is necessary to clear up confusion, I will be willing to call the company on your behalf.

Due to the rising cost 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 HMO's and PPO's often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. [Some managed care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.]

You should also 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. I am required to provide a clinical diagnosis. Sometimes I am also 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. 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 will do once it is in their hands. In some cases they may share the information with a national medical information database. I will provide you with a copy of any report I submit if you request it. By signing this agreement you agree that I may provide requested information to your insurance carrier

Once you have all the information about the limits of your insurance coverage, we can 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.]

EDUCATIONAL BACKGROUND

Licensed Mental Health Counselors practicing for a fee must be licensed with the Department of Health. I received my Masters degree from Whitworth University in 2006 , and since that time in addition to a variety of ongoing trainings I have completed two weeks of training in Dialectical Behavioral Therapy with Marsha Linehan in 2010, the Core Skills training in Emotional Focused Therapy in 2015, certification in EMDR Basic Training in 2012, and participation in a weekly consultation group led by Dr. Kent Hoffman from 2007-2021. On-going education and supervision is of utmost priority as a part of my commitment to provide good care.

CONCLUSION

While this document should prove helpful in informing you about my practice and about potential problems, it is important that we discuss any questions or concerns that you may have at our next meeting. I will be happy to discuss any of these issues with you.

Harry G. Neff
Psychotherapist-Patient Services Agreement

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ABIDE BY ITS TERMS DURING THAT YOU HAVE RECEIVED THE HIPPA NOTICE DESCRIBED ABOVE.

Signature: _____ Date: _____

Signature: _____ Date: _____