



480 353-2499

BARRIE R. WAGNER, PSY.D.

HEALTHCARE PROVIDER / PSYCHOTHERAPIST—PATIENT SERVICES AGREEMENT

Name _____ Date of Birth _____

Welcome, I am pleased you have chosen me as your healthcare provider. Please read the following document carefully as it contains important information about my professional services and practice policies.

_____ Initial Here

Psychotherapy Services

Your treatment may include psychotherapy, which is not easily described in general statements. It varies depending on the personalities and preferences of both the psychotherapist and the patient and the particular problems you are experiencing. There are many different methods that I may use to deal with the problems that you want to address. In order for the therapy to be most successful, you will need to work on things we talk about both during 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. Our first session will involve an evaluation of your needs. I will offer you some first impressions of what our work together will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. If you have questions about my procedures, we should discuss them whenever they arise. If your doubt persists, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

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Contacting Me

Due to my work schedule, I am often not immediately available by telephone. When I am temporarily unavailable, my telephone is answered by my office staff or answering service. I will make every effort to return your call promptly during my business hours. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room or dial 911. If I will be unavailable for an extended time, another healthcare provider will be available to take emergency calls.

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Legal Limits on Confidentiality Protections

The law protects the privacy of all communications between a patient and a healthcare 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 the Health Information Portability and Accountability Act (HIPAA). There are other situations that require only that you provide written, advance consent. However, there are some situations in which I am permitted or **required** to disclose information without either your consent or Authorization. These situations are primarily related to danger to yourself or to others and child or elder abuse or neglect. If such situations arise, I will make every effort to discuss them with you before taking any action and I will limit my disclosure to what is necessary. For details on the limits of your confidentiality required by law, please refer to my office form entitled, "Notice of Healthcare Provider's Policies and Practices to Protect the Privacy of Your Health Information," especially Section II ("Uses and Disclosures Requiring Authorization") and Section III ("Uses and Disclosures with Neither Consent nor Authorization"). Your signature on this Agreement provides consent for those activities. While this written summary of exceptions of confidentiality should prove helpful in informing you



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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 do not give legal advice. In situations where specific advice is required, formal legal advice may be needed.

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Minors & Parents

Patients under 18 years of age who are not emancipated, and their parents, should be aware that the law may allow parents to examine their child's treatment records. Because privacy in therapy is often crucial to successful progress, it is sometimes my policy to request an agreement from parents that they consent to give up or suspend their access to their child's records. If they agree, during treatment I will provide them only with general information about the progress of the child's treatment, unless the child agrees otherwise. Before giving parents any information that the child expects to be confidential, I will discuss the matter with the child, if possible, and do my best to handle any objections. Important exceptions to this confidentiality procedure involve any issue or potential issues regarding matters of the child's safety. I will ensure that parents are rapidly informed about any safety concerns that come to my attention. This may be done by promptly scheduling a joint session to be attended by both child and parents so that the child can inform the parents of the safety issue himself or herself in the context of the support offered in a therapy session. Alternatively, if the child is not able to agree to a joint meeting for any reason or if the safety concern is urgent, I may telephone one or both parents to quickly discuss the relevant safety concern. Parents should feel free to clarify this policy or request modifications to it at any time they become aware of a safety concern for their child.

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Professional Records

You should be aware that, pursuant to the Health Information Portability and Accountability Act (HIPAA), I keep Protected Health Information (PHI) 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 problem impacts on 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. Except in unusual circumstances that involve danger to yourself and others or where information has been supplied to me by others confidentially, 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 upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most situations, I am allowed to charge a copying fee of \$0.20 per page. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

In addition, I also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of therapy notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Therapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of my Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your written, signed Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes, with the same plan for our joint review of these records before they are released to you as described above for your Clinical Record, unless I determine that such access is clinically contraindicated.

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Patient Rights



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HIPAA provides you with several new or expanded 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 PHI that you have neither consented to nor authorized; determining the locations to which PHI disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you. I have read the HIPAA brief presented to me and understand the contents.

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CONSENT FOR TREATMENT AND CONSULTATION

I authorize and request that Barrie Wagner, Psy.D, carry out behavioral health treatments, and/or diagnostic procedures that now or during the course of my care are advisable. I understand that the purpose of these procedures will be explained to me upon my request and are subject to my agreement. I also understand that while the course of treatment is designed to be helpful, it may at times be difficult and uncomfortable.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPPA NOTICE FORM DESCRIBED ABOVE.

Patient or (Authorized Parent/Guardian Name) **Printed**

Date

Patient or (Authorized Parent/Guardian Name) **Signature**

Date