

# **John R. Jordan, Ph.D.**

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## **PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT**

Thank-you for contacting me about my services. This document contains 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 accompanies this Agreement, explains HIPAA and its application to your personal health information. The law requires that I obtain your signature acknowledging that I have provided you with this information. Although these documents are long and sometimes complex, it is important that you read them. We can discuss any questions you have after you have read the Notice. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in 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***

You can make the best decisions for yourself if you have an understanding of how psychological treatment works. The cornerstone of psychotherapy is a collaborative relationship of mutual trust and respect between therapist and client, and that is my goal for our relationship as well. Therapy is not like visiting a medical doctor, in that it requires active involvement on your part to change and to find ways to cope more effectively with your life. If you are coming to work on issues around recent or past losses in your life, the process is also bound to involve some emotional pain as we work together to understand and integrate your loss. We will spend time exploring the nature of the problems you wish to work on, what your feelings and wishes are about those problems, and possible courses of action. I can offer guidance and support into this process of self-discovery, and sometimes I will make direct suggestions for change. But in general, I believe that clients are best served by supporting their capacities to take responsibility for their own life choices. Also, though it is sometimes a short encounter, therapy can also be a rather slow process of “two steps forward and one step back”. As we go along, it will be important to review our

progress and your current goals for the therapy. If we are not making progress, then we will review the possible reasons for this, and consider what options you may wish to take, including getting a second opinion, referral to another therapist, or additional services (such as medication or group therapy).

There are both benefits and risks to being in psychotherapy, and I am obligated to inform you of some of these possibilities. Risks might include such things as an increase in distressing feelings, less certainty for a period of time about what direction to take, making poor decisions, delaying actions; and difficulties with other people. Some changes may lead to worsening of symptoms or even further losses (for example, therapy may lead to an increase in marital tensions). For a variety of reasons, therapy may not end up being helpful, and we may not be able to know this until after you have spent some time and money on the process. Not everyone is able to make use of psychotherapy, and a given therapist is not necessarily able to help every client. In short, there can be no guarantees about the success of psychotherapy.

However, psychotherapy can also be of great benefit to most people who put a sincere effort into it, and who work with a competent therapist. Benefits might include the lifting of a depression or no longer feeling as afraid, angry, or anxious. If you are coming for grief counseling, you may feel more resolved and settled about your loss, and better able to move on in your life. You may be better able to cope with social or family relationships, and so receive more satisfaction from them. You may better understand your personal goals and values, as well as your reactions to yourself and others. And hopefully, therapy can help you grow and mature as a person, and to function better in whatever roles you play in your life. Given these various risks and benefits, I will do my best to help you decide if I am the right therapist for you, and if our work together is helping to resolve the problems you bring to treatment. You should feel free to discuss these issues with me at any time during therapy.

### **MEETINGS**

After we have met and jointly assessed your situation, and have decided that we can work productively together, I usually schedule sessions at weekly or biweekly intervals in the early stages of therapy, and then taper off the frequency of sessions as we wind down the process. The session lasts for about 50-55 minutes, and I leave a few minutes at the end to write a short note in my records. We will schedule our meetings cooperatively for our mutual convenience. I do have evening hours on two nights, but these hours are usually in high demand, and I may need to see you during the day in the beginning, or else refer you to a colleague who may have evening hours open.

Also, please be aware that as part of my professional work, I do training around the country for other mental health professionals. This means that I am out of town generally one week out of each month, and sometimes more frequently than once a month. I always have a colleague who covers my practice for emergencies when I am away. Nonetheless, I cannot always see people every week for therapy sessions. If your situation requires one or more sessions every week, then we may need to discuss referral to another psychotherapist.

## **PROFESSIONAL FEES**

Initial Evaluation: (Generally just the first session) \$175.00/hr.

Individual, Couple, or Family Therapy: \$150.00, hour.

Group Therapy: \$55.00/ 1.5 hour group session.

Telephone Consultation: if less than five minutes, I do not charge. If we take longer than this, I will suggest that we schedule an additional session, or charge you for the time on the phone at the rate of \$150.00/ hour.

Additional Services: In addition to psychotherapy appointments, I charge \$150/hour 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 may include report writing, telephone conversations with other professionals (with your permission) that last longer than 10 minutes, preparation of records or treatment summaries, attendance at meetings relating to your case, and time spent performing any other service you may request of me.

Missed Appointments: 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].

Fee Changes: It may be necessary to change my fee from time to time. I will let you know at least one month in advance of any change in my fees.

## **BILLING AND INSURANCE**

As of July 1, 2010, I am no longer accepting third party reimbursement of any kind. Instead, you and I will need to agree upon an "out of pocket" fee that you will pay me for each session. To arrive at this fee, I use a sliding scale that reflects the total family annual income, and the number of people who are supported by that income. If you like, I can show you this scale when we discuss what your fee will be. I am willing to make considerable adjustments in my fee to accommodate the financial realities that people face, and we can also work to find other creative ways to keep the charges for my services down, such as shorter or less frequent sessions. Also, if your financial situation changes, we can renegotiate your fee, either up or down, based on the changes in your situation. My goal is to arrive at a fee for my services that is fair, manageable, and appropriate to both you and me. Almost always I and my clients are able to achieve that goal. It is very important that we have an open and honest conversation about fees at the beginning of our work together, and at any subsequent time during your therapy that the fees become a problem.

You can either pay me at the end of each session, or I will bill you once a month for the balance owed at that time. Payment must be made no later than 30 days after the date of the bill. If you have health insurance that may pay a portion of my fee, and you decide to submit claims on your own to seek reimbursement for our sessions, I will do my best to provide whatever documentation that you need to seek reimbursement. *However, please be aware that you are responsible for paying me the full amount of*

*the fees that we agree upon. This includes situations where your insurance does not cover my fees for any reason.* If there is any problem with my charges, billing, your insurance, or any other point, please bring it to my attention and I will do the same with you. Such problems can interfere greatly with our work and must be resolved openly and without delay.

### **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a psychologist. 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 HIPAA. 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 health 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. I will note all consultations in your Clinical Record (which is called “PHI” in my Notice of Psychologist’s Policies and Practices to Protect the Privacy of Your Health Information).
- Disclosures required by health insurers.

There are some situations where I am permitted or required to disclose information without either your consent or Authorization: These situations are rare in my practice, but you should still be aware of them.

- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your (or your legal representative’s) written authorization, or a court order for the release of that information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker’s compensation claim, I must, upon appropriate request, provide appropriate information, including a copy of the patient’s record, to the patient’s employer, the insurer or the Department of Worker’s Compensation.
- If I have reasonable cause to believe that a child under age 18 is suffering physical or emotional injury resulting from abuse or neglect, the law requires that I file a report with the Department of Social Services. Once such a report is filed, I may be required to provide additional information.

- If I have reason to believe an elderly or handicapped individual is suffering from abuse, the law requires that I report to the Department of Elder Affairs. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates an immediate threat of serious physical harm to an identifiable victim or if a patient has a history of violence and the intent and ability to carry out the threat, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, and/or seeking hospitalization for the patient.
- 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 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, in my judgment, 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 governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, it may be necessary for you to seek formal legal advice.

### ***PROFESSIONAL RECORDS***

The laws and standards of my profession require that I keep Protected Health Information (PHI) about you in your Clinical Record. You may examine and/or receive a copy of your records if you request it in writing, unless I believe that access would endanger you. In those situations, you have a right to a summary and to have your record sent to another mental health provider or your attorney. 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

### ***PATIENT RIGHTS***

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. 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 information 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.

### ***CONTACTING ME***

Messages: Messages can be left for me at my Wellesley office (781-235-2052 X4) or my Rhode Island number (401-305-3051), both of which have a voicemail system. The latter is also my fax number. I check this number frequently for messages, and will make every effort to return your call on the same day you make it, with the exception of weekends and holidays or if you call after 6PM, in which case I will generally return your call on the next business day.

Emergencies: If you have an emergency, please call my cell phone at 774-270-1574. *Please use this number only in an emergency situation.* You can also contact my Wellesley answering service (781-235-2052 – then press 0) and ask them to try to reach me. If I cannot be reached, call 911 or the emergency room at the nearest hospital should be consulted.

Telephone Consultation: If you are calling me about a crisis situation, I will consult briefly with you to see what can be done until our next appointment. I am also willing to schedule extra appointments. I can usually see people within 24 hours, when necessary. In general, however, I am not willing to provide lengthy therapy sessions over the telephone. If we do spend more than about five minutes on the phone, I will charge you for the time at my usual rates (see Professional Fees above).

**QUESTIONS**

Please feel free to raise any questions or concerns you may have about the information in this Agreement at any time during our work together. I will do my best provide whatever information you need to make an informed decision about the services you receive from me.

**YOUR APPOINTMENT:**

Your appointment is scheduled for:

Date:

Time:

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## PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

### SIGNATURE PAGE

Your signature below indicates that you have received the information in the *Psychotherapist-Patient Services Agreement*, and agree to abide by its terms during our professional relationship.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_