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PSYCHOLOGIST-CLIENT SERVICES AGREEMENT

Welcome to my practice. This document (The 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 client rights with regard the use and disclosure of your Protected Health Information (PHI) used to the purpose of treatment, payment and health care operations. HIPAA requires that I provide you with a Notice of Privacy of 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 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 at the end of the session. Although these documents are long and sometime complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. 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 already relying 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.

LIMITS ON CONFIDENTIALITY. The law protects the privacy of all communications between a client 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. These are situations that require that you provide written, advance consent. Your signature on this Agreement provides consents for those activities as follows:

- I may occasionally find it helpful to consult other medical and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The other professionals are also legally bound to keep the information confidential. Unless you wish that I do so, I will not tell you about these consultations unless I feel that it is important to our work together. I will make note of these consultations in your clinical record.
- At times I may employ administrative staff to help with scheduling and quality assurance practices. I may need to share protected information, such as your name and telephone number, with these individuals for purely administrative purposes.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in the Agreement.
- If a client threatens to harm him/herself, I may be obligated to seek hospitalizations for him/her or to contact family members or others who can provide protection.

These are some situations where I am permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceedings and a request is made for information concerning my professional services, such information is protected by the psychologist-client privilege law. I cannot provide any information without your written authorization or a court order. If you are involved in, or contemplating, litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- **If a client files a worker's compensation claim, and I am providing treatment related to the claim, I must, upon appropriate request, furnish copies of all psychological reports and bills.**

You should be aware that, pursuant to 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 problems impact your life, your diagnosis, the goals we have set for treatment, our 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. Exceptions to this are unusual circumstances than involve danger to yourself or others, or circumstances that make reference to another person (unless such other person is a health care provider), and I believe that access is reasonably likely to cause substantial harm to such other person, or if information to me confidentially by others. You or your legal representative 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 reader. 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. The exceptions to this policy are contained in the attached Notice Form.

PATIENT RIGHTS. HIPAA provide you with several new or expanded rights with regard to your clinical records 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 and accounting of most disclosures of protected health information (PHI) 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. You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services I provide to you. A clinical diagnosis will be required for reimbursement. 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 about you that is necessary for the purpose requested. This information will become part of the insurance company's 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 in writing. By signing this Agreement, you agree that I can provide requested information to your carrier.

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

Signature: _____

Date: _____