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**PSYCHOTHERAPIST-PATIENT 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 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), which is listed under Forms on my website, [www.bensonpsyc.com](http://www.bensonpsyc.com), which explains HIPAA and its application to your personal health information. The law requires that I obtain your signature acknowledging that I have provided you access to this information prior to the beginning of psychotherapy (you will attest to this on the Signature/Acceptance Page). Although these documents are long and complex, it is very important that you read them carefully. When you attest that you have been provided access to this on the Signature/Acceptance Page, it represents an agreement between us. You may revoke this Agreement at any time. That revocation will be binding upon 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 may have incurred.

**Contacting Me**

I do not answer telephone calls when I am with a patient. You can leave a confidential message by leaving a voicemail, text, or Email which will be returned as soon as possible. If you have an urgent concern, you should call 911 or go to the nearest hospital emergency room.

**Psychological Services**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problem you are experiencing. There are many different methods I may use to deal with 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 both during and between sessions.

Psychotherapy has benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness and helplessness. On the other hand, therapy has also been shown to have many

benefits. Therapy often leads to better relationship solutions to specific problems, and significant reductions in feelings of distress. There are no guarantees of what you might experience.

Our first few sessions will involve diagnostic interviews, followed by a treatment plan to address your issues. You will be asked if you have any questions about this and then give your verbal consent to your understanding of the treatment plan that has been proposed.

Psychotherapy sessions are typically scheduled for 60 minutes (although they may be shorter or longer in duration) and the frequency varies from one or more sessions/week to less frequent time periods between sessions. Therapy sessions may be conducted face-to-face, or via telephone or HIPAA-compliant video.

### **Payment of Fees/Cancellation Policy**

Once a therapy appointment has been scheduled, you will be expected to pay for it unless you provide 24 hours verbal and/or written notice of cancellation (1 business day from the time of your appointment; Friday if appointment is on a Monday or the business day prior to a holiday if appointment is on the day following the holiday), unless we both agree you were unable to attend due to circumstances beyond your control. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. You will be responsible for the full fee that would have been collected for your appointment (co-pay + what your insurance company would have paid).

### **Professional Fees**

The hourly fee for your initial appointment (diagnostic interview) is \$200 and \$170 for every therapy hour thereafter (unless a contractual arrangement with your insurance company governs rates of reimbursement). I charge for other professional services including report writing, letters, telephone lasting longer than 5 minutes (charged at \$42.50/15'), consulting with other professionals with your permission, preparation of records, and time spent performing any other service you may request of me. These are not typically covered by insurance.

### **Insurance Reimbursement**

I may or may not participate with your insurance company. Prior to your initial session, an effort will be made to determine your insurance coverage. Regardless of what your insurance company states are your mental health benefits, there is no guarantee that this is accurate. I am not responsible for any discrepancy between your insurance company states and how claims are processed, as your insurance coverage is between you and your insurance company.

### **Forensic Services**

If you are or become involved in legal proceedings requiring my participation, these fees are not covered by insurance. You will be expected to pay the entire cost for my services, even if I am called to testify by another party. My fees for these types of services are billed at \$250/hour

(including travel) and \$400/hour for depositions and court testimony. Psychological testing is billed depending upon which psychological tests are administered. Psychological evaluations performed for legal purposes typically require a deposit of at least \$2,000 retainer prior to the start of the evaluation. The final amount due will be provided on an invoice. Reports are not released until full payment has been received.

### **Limits on Confidentiality**

The law protects the privacy of all communications between a patient and psychologist. In most situations, I can only release information about your treatment to others if you sign a written Release of Information that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on the Signature/Acceptance Page provides consent for those activities as follows:

Consultation with other health professionals if I believe it is vital to your treatment. I will advise you of this and note it in your PHI.

Communication with my secretary for administrative purposes, such as scheduling and billing. My secretary has been given special training about protecting your privacy and has agreed not to release any information outside of my practice without your permission.

Contracts with website design, legal, property management, accounting, practice management, and electronic billing companies. I have business associate contracts with these companies that promise to maintain your confidentiality.

If you are involved in a court proceeding and a request is made 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. 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 I believe that disclosure of records of a child or adolescent would be harmful to that patient's therapy, I will assert this to the court involved and only disclose this information if ordered to by a judge.

There are exceptions to confidentiality which include:

If a government agency is requesting the information for health oversight activities, I may be required to provide this to them.

If a patient files a lawsuit or complaint against me, I may disclose relevant information regarding a patient in order to defend myself.

If a patient files a Worker's Compensation Claim, I must, upon appropriate request, provide a copy of the patient's record to the Labor and Industrial Commission or the Workers'

Compensation Division of the Missouri or Kansas Department of Labor and Industrial Relations or the patient's employer.

If I have reasonable cause to suspect that a child has been or may be subjected to abuse or neglect or observe a child being subjected to conditions or circumstances that would reasonably result in abuse or neglect, the law requires that I file a report with the Missouri Division of Family Services or Kansas Department of Child and Family Services. Once such a report is filed, I may be required to provide additional information. This also holds if I have reasonable cause to suspect an elderly or disabled person is in need of protective services.

If I believe there is a clear and substantial risk of imminent harm being inflicted by a patient of mine on her/himself or another person, I may be required to take protective action. This could include hospitalization, contacting potential victims, and/or the police or the patient's family.

### **Professional Records**

The laws and standards of my profession require that I keep PHI about you in your Clinical Record. Except in unusual circumstances where disclosure is likely to endanger you and/or others or when another individual (other than another health care provider) is referenced and I believe disclosing that information puts the other person at risk of substantial harm, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, it is recommended they be reviewed in my presence or have them forwarded to another mental health professional. I do charge a copying fee. If I refuse your request for access to your records, you have a right of review.

### **Minors and Parents**

Patients under 16 years of age and are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. Every effort is made to respect the confidentiality of a child or adolescent while balancing this with parents' need/desire to know how to best assist in addressing their child's mental health issues. If I believe a child/adolescent is a danger to her/himself or others, parents will be notified and the child/adolescent will be advised of this action.