

PSYCHIATRIC NURSING -PATIENT SERVICES AGREEMENT

June 1, 2008

Welcome to my office, I appreciate the opportunity to provide you with psychiatric nursing services. I hope that your visit today was meaningful. If you have any questions, please ask, since I do want to be of help. In order to answer some of the most common questions, the following document has been compiled.

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 new privacy protections and new 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 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 this session. ***Although these documents are long and sometimes 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 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.

PROFESSIONAL BACKGROUND

In 1981 I was awarded a Bachelor of Science in Nursing degree from The Medical University of South Carolina (MUSC). I worked as a pediatric outpatient nurse and an obstetric outpatient nurse at the MUSC clinics for six months. William B. Gamble, Jr., MD, offered me the head nurse position for a pediatric allergy and immunology practice located at Parkwood Pediatrics west of the Ashley. I worked there for 9 years while I completed my Masters of Science in Community Health Nursing. The Medical University of South Carolina College of Nursing offered me an Instructor for nursing students in community health. As an Assistant Professor of Nursing, I opened the first school-based health center in the state of South Carolina at Burke High School. During that time I completed my Family Nurse Practitioner Degree by attending classes at the University of Colorado for 6 weeks and did my internship at the MUSC Family Practice Center on Calhoun Street. In 1997, I opened the first stand alone Adolescent Medicine Clinic with C. Murry Thompson, Jr., MD., in Mt Pleasant. I am a board certified community health nurse and a board certified Family Nurse Practitioner. My practice included, adolescents and children, and I found that I did much counseling for teens as well as their parents. I received a Post-Master's certificate in Psychiatric Mental Health on May 15, 2008 from MUSC College of Nursing. Individually, I will work with a cognitive-behavioral approach, multigenerational, health promoting family process and with children, in play therapy.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychiatric nurse practitioner and patient, and the particular problems you are experiencing. I require that my patients have had a recent physical and blood work for hormonal disorders including thyroid conditions and/ or electrolyte dysfunction. I do not replace your primary care physician even though I have those skills.

There are many different methods I may use to deal with the problems that you hope to address. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy and medications have risks and benefits. Medication use is discussed on your informed consent document given separately. 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, evidence based research has shown that psychotherapy has also been shown to have many benefits. Therapy

often leads to better relationships, solutions to specific problems, significant reductions in feelings of distress and prevention of chronic diseases. But there are no guarantees of what you will experience. The only requirement that I make is that you be honest and open about what you choose to share. You may experience some turmoil at the outset of therapy, and initially, some of this may be difficult. You may call or email me with your concerns. If I feel that you need to return sooner than our agreed upon time, you must honor my request for your own benefit.

I am an advocate for my patients and, **with your permission**, will help you coordinate your health care with your primary doctor or any specialists.

MEETINGS

I normally conduct an evaluation that will last from 1 to 2 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy and or medication is begun, I will usually schedule one 50-minute session (one appointment "hour") per week at a time we agree on, although some sessions may be longer or more frequent. If medication follow up is the only needed service, I schedule a ½ hour appointment every three months. **Once an appointment 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].**

If possible, I will try to find another time to reschedule the appointment that same week. If not possible, or you give less than 24 hours' notice, there is a charge of \$50, which is your responsibility. Repeated no-shows or late cancellations may be cause to terminate therapy.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone (843 216-6160). While I am usually in my office between 9 AM and 5 PM on Mondays and Wednesdays, I will not answer the phone when I am with a client.

I do have call-in hours from 12 noon to 1:30pm, and again from 5:30PM – 6:00pm Monday – Friday. When I am unavailable, my telephone is answered by voice mail which I monitor frequently. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays.

If our telephone conversation becomes longer than 10 minutes and involves psychotherapy, an office charge of \$50.00 per half and hour will be billed.

If you are difficult to reach, please inform me of some times when you will be available. [In emergencies, you can try me at my cell phone 843 216-6160] If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician, the nearest emergency room and ask for the psychiatrist on call, or MUSC Institute of Psychiatry -792-9888, call Palmetto Behavioral Health's Assessment Center at 747-5830 to access their 24-hour, 7-day a week service.] If I will be unavailable for an extended time, I will provide you with the name of a colleague who will cover for me in my absence if necessary.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist supervising a psychiatric nursing student. 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. If you don't object, I will not tell you about these

consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called “PHI” in my Notice of Psychologist’s and Psychiatric Nurse Policies and Practices to Protect the Privacy of Your Health Information).

There 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 proceeding and a request is made for information concerning the professional services I provided you, such information is protected by the psychiatric nurse-patient 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 am required to provide it to 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 I am treating a patient who files a workers’ compensation claim, I may, upon appropriate request, be required to provide otherwise confidential information to the patient’s employer, the insurer, or the Workers’ Compensation Commission.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient’s treatment. These situations are unusual in my practice.

- If I receive information that gives me reason to believe that a child’s physical or mental health or welfare has been or may be adversely affected by abuse or neglect, or by acts or omissions that would be abuse or neglect if committed by a parent or other caretaker, the law requires that I file a report with the county Department of Social Services. If I believe that a child has been or may be abused or neglected by any other person, I must report that to the appropriate law enforcement agency. Once such a report is filed, I may be required to provide additional information.
- If I have reason to believe that a vulnerable adult has been or is likely to be abused, neglected, or exploited, the law requires that I file a report to the Adult Protective Services Program. Once such a report is filed, I may be required to provide additional information.
- If I believe that a patient presents a clear and substantial risk of imminent, serious harm to another, I may be required to take protective action, including 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 a patient reveals his or her intent to commit a crime, I may be required to take preventative action, such as calling the police.

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 governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others or where information has been supplied to me confidentially by others, or the record makes 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, 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. [I am sometimes willing to conduct this review meeting without charge.] In most circumstances, I am allowed to charge a copying fee of per page (and for certain other expenses). If I refuse your request for access to your records, you have a right of review (except for information supplied to me confidentially by others) which I will discuss with you upon request.

In some situations, I also elect to keep a separate set of Psychotherapy Notes in addition to your Clinical Record. These Notes are for my own use and are designed to assist me in providing you with the best treatment.

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.

MINORS & PARENTS

Patients under 18 years of age who are not emancipated and their parents should be aware that the law allows parents to examine their child's Clinical Records, unless I decide that such access is likely to injure the child, or we agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up 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, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication 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 of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

PAYMENTS

Are expected upon completion of the therapy session.

South Carolina provides the opportunity to file inquiries with its Board of Examiners in State Board of Nursing . Board offices may be reached at:



1821 Gadsden Street • Columbia, South Carolina 29201 • (803) 252-4781

TREATMENT FOCUS

It is hereby agreed that psychotherapeutic services will be provided by:
Virginia M. Owens , FNP, BC , Psychiatric Mental Health Nurse Practitioner
to _____ starting _____ and ending at our mutual agreement.

These services will be provided on a weekly, monthly or quarterly basis.

The progress of treatment will determine whether or not this agreement will be extended, and we will periodically assess progress throughout treatment.

The therapeutic efforts will focus on the following concerns:

- 1.
- 2.
- 3.

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 HIPAA NOTICE FORM DESCRIBED ABOVE.

Client

Date

Client/Parent(if minor is client)

Date

If the patient is an adolescent:

I/We, _____, agree to give up access to my/our teenager's record in order to
Parent(s)
provide the necessary privacy in psychotherapy.

Parent

Date