

# MENDEL PSYCHOLOGICAL ASSOCIATES

Child, adolescent, adult and family psychological services

3727 Benson Dr  
Raleigh, NC 27609

[www.DrMendel.com](http://www.DrMendel.com)  
tel: 919-876-1313

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## PSYCHOLOGIST-PATIENT SERVICES AGREEMENT

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This document is an agreement between therapist: \_\_\_\_\_

and client: \_\_\_\_\_.

Welcome to our practice. This document (the Agreement) contains important information about professional services and business policies at Mendel Psychological Associates (MPA). 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 Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we 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 explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that you have been provided with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures when we meet. 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 MPA unless we have taken action in reliance on it; if there are obligations imposed on us 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.

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## PSYCHOLOGICAL SERVICES

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Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and the patient, and the particular problems you are experiencing. There are many different methods we may use to deal with the 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 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 like 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.

By the end of the first few sessions, your therapist will be able to offer you some impressions of what your therapy will include, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with your therapist. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

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At the end of the initial one-hour session, you can decide along with your therapist if he or she is the best person to provide the services you or your child or family need in order to meet treatment goals. If psychotherapy is begun, we will usually schedule one 45 to 50-minute individual session per week at a time we agree on, although in some cases sessions may be longer or more frequent. Family sessions are longer, and may be between 60-minutes and 90-minutes in duration. Group sessions are 75 minutes in duration. Once an appointment is scheduled, you will be expected to pay a late cancellation or “no-show” fee unless you provide 24 hours advance notice of cancellation. We do not charge if we both agree that 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 or “no-show” sessions.

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## CONTACTING US

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Due to our work schedules, we are often not immediately available by telephone. We do not answer the phone when we are with a patient. When we are unavailable, our telephones are answered by voice mail, which we monitor frequently. We will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform us of some times when you will be available. If you are unable to reach us and feel that you can't wait for us to return your call, please contact your family physician or the nearest emergency room and ask for the psychiatrist on call. You can also contact the Holly Hill Respond Line at 919-250-7000.

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## LIMITS ON CONFIDENTIALITY

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The law protects the privacy of all communications between a patient and a psychologist. In most situations, we 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:

- We may occasionally find it helpful to consult other health and mental health professionals about a case. During such consultations, we make every effort to avoid revealing the identity of the patient. The other professionals are also legally bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless we feel that it is important to our work together. We will note all consultations in your Clinical Record (which is called “PHI” in the “Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information”).
- MPA also has contracts with a typist, with an information technology specialist, and with a certified public accountant. As required by HIPAA, we have a formal business associate contract with these businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, we can provide you with the names of these organizations and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

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- If we believe that a patient presents an imminent danger to his/her health or safety, we may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

There are some situations where we are 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 that we provided you, such information is protected by the psychologist-patient privilege law. We 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 us to disclose information.
- If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If a patient files a complaint or lawsuit against MPA, MPA may disclose relevant information regarding that patient in order to defend itself.
- If a patient files a worker's compensation claim, and our services are being compensated through workers compensation benefits, we must, upon appropriate request, provide a copy of the patient's record to the patient's employer or the North Carolina Industrial Commission.

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

- If we have cause to suspect that a child under 18 is abused or neglected, or if we have reasonable cause to believe that a disabled adult is in need of protective services, the law requires that we file a report with the County Director of Social Services. Once such a report is filed, we may be required to provide additional information.
- If we believe that a patient presents an imminent danger to the health and safety of another, we may be required to disclose information in order to take protective actions, including initiating hospitalization, warning the potential victim, if identifiable, and/or calling the police.

If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit our 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 we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

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## PROFESSIONAL RECORDS

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You should be aware that, pursuant to HIPAA, we may keep Protected Health Information 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

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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/or others or if the record makes reference to another person (unless such other person is a health care provider) and we 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. However, because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in the presence of your therapist, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, we are allowed to charge a reasonable copying fee. The exceptions to this policy are contained in the attached Notice Form. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.

In addition, we may also keep a set of Psychotherapy Notes. These notes are for our own use and are designed to assist us in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our meetings, our analysis of those meetings, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal that is not required to be included in your Clinical Record. These Psychotherapy Notes may be kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies 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 to provide it.

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## PATIENT RIGHTS

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HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that your record be amended; requesting restrictions on what information from your Clinical Records 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 our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. We are happy to discuss any of these rights with you.

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## MINORS & PARENTS

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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 psychotherapy is often crucial to successful progress, particularly with teenagers, it is often MPA's policy to request an agreement from parents that they consent to give up their access to your records. If they agree, we will provide parents only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. If the parent is responsible for payment of sessions and other professional fees, we will communicate with parents as needed regarding financial matters. Any other communication will require the child's Authorization, unless we feel that the child is in danger or is a danger to someone else, in which case we will notify the parents of our concern. Before

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giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

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## BILLING AND PAYMENTS

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You will be expected to pay for each session at the time it is held, unless we agree otherwise.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, MPA has the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require us to disclose otherwise confidential information. In most collection situations, the only information released regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

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## INSURANCE REIMBURSEMENT

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In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. However, you (not your insurance company) are responsible for full payment of fees. It is important that you find out exactly what mental health services your insurance policy covers. You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. We will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company.

**Matthew Mendel, Ph.D.'s services are covered under many health insurance policies. He does not, however, currently participate in any managed care programs. His services are considered "out of network" and you are expected to pay each office visit and file for reimbursement. Insurance benefits vary considerably. Therefore, you are strongly encouraged to review your own policy carefully regarding coverage and limitations and to contact your insurance carrier or your company's human resources or personnel department with any questions.**

Your statement, which will be provided to you at the time of service, contains all of the information necessary for insurance claims. You may simply submit the statement to your insurance carrier in order to seek reimbursement.

You should also be aware that your contract with your health insurance company may require that your therapist provide it with information relevant to the services provided to you. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, we 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 files and will probably be stored on computer. Though all insurance companies claim to keep such information confidential, we 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. We will provide you with a

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copy of any report submitted, if you request it. By signing this Agreement, you agree that MPA can provide requested information to your carrier.

## PROFESSIONAL FEES: doctoral level therapist

*The following rates are effective January 1, 2010*

Initial (Intake) Interview (60 minutes)	\$200.00
Individual Therapy (45 minutes)	\$160.00
Family Therapy (60 minutes)	\$200.00
Group Therapy (60-75 minutes)	\$85.00 (per child)
Psychological Testing (per hour) (Please note that you will be billed 2-3 hours for scoring & report writing, in addition to the actual contact time.)	\$200.00
Brief Individual Therapy (30 minutes)	\$100.00
Extended Individual Therapy (60-75 minutes)	\$220.00
Other Professional Services (per hour) (such as telephone conversations longer than 10 minutes, consultation with other professionals with your permission, and preparation of records or treatment summaries)	\$200.00
Legal Proceedings (per hour) (includes preparation, transportation, and attendance at any legal proceeding)	\$300.00
Late Cancellations/ "No-shows"(Individual)	\$80.00
Late Cancellations/ "No-shows"(Family)	\$100.00
Late Cancellations/ "No-shows" (Group)	\$40.00

Fees are due in full at each session. **We accept cash and checks only. We do not accept credit or debit cards.** Please make checks payable to "Mendel Psychological Associates." There is a \$25.00 service charge for any returned checks. Fees will be reviewed periodically and may be increased in the future. Fees will be increased no more than once during any year.

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**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.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Date Signed