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Explanation of Treatment Process and Authorization to Treat

This document contains important information about my professional services and business policies. The law requires that I obtain your signature acknowledging that I have provided you with this information by the end of your first therapy session. Although these documents are long and sometimes complex, it is very important that you read them carefully before signing them and bring them with you to your first appointment with me. 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 or 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

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

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 improved relationships, solutions to specific problems, and significant reductions in symptoms and feelings of distress. However, there is no way to guarantee how therapy will change or improve your life.

Therapy involves a commitment of time, money, and energy, and often disclosure of information about oneself that is highly personal and may never have been disclosed to anyone else. For this reason, you should be very careful about the therapist you select. If you have questions about my treatment techniques, we should discuss them whenever they arise. If you decide you would like a different therapist, I will be happy to help you set up a meeting with another mental health professional. During the initial session and the

sessions which follow, I will evaluate your needs, plan the treatment I recommend, and discuss this with you on an on-going basis.

TREATMENT SESSIONS

I specialize in treating individuals who have symptoms related to traumatic incidents, particularly those involving the job-related and personal traumatic incidents experienced by law enforcement officers and fire, rescue and EMT professionals. I also see combat soldiers, rape victims, compliant victims of sexual sadists, and other individuals who have experienced traumatic incidents involving violence, injury, and/or the possibility of death. Generally, our initial session lasts fifty minutes. In this session, we review your symptoms, I explain the treatment I would recommend and we can both decide if I am the best person to provide the services you need. In treating the majority of job-related and multiple traumas, the second session typically lasts from two and one half to four hours. **(See Explanation of Treatment of Job-Related and Multiple Traumas)**. Insurance seldom pays for sessions of this length; however, it has been my experience that the best results are obtained by treatment sessions scheduled in this way.

Additional sessions are generally 50 minutes in length. In these sessions, we can decide if you need further treatment, the approximate length of this treatment and treatment goals. Therapy is most successful when it involves interaction between both parties. Please ask any questions that come to mind and voice any concerns that you have during any stage of treatment. You determine when your treatment goals have been met and the length of your treatment. Additional follow-up sessions can be scheduled at any time after treatment is terminated, if additional symptoms or problems arise.

MINORS & PARENTS

Children of any age have the right to independently consent to and receive mental health treatment without parental consent and, in these cases; information about his or her treatment cannot be disclosed to anyone without the child's agreement. While privacy in psychotherapy is often crucial to successful progress, parental involvement is also essential to successful treatment, particularly with younger children. This requires that some private information be shared with parents. It is my policy not to provide treatment to a child under age 18 unless he/she agrees that I can share whatever information I consider necessary with his/her parents. This usually includes sharing general information about the progress of the child's treatment, my concerns and opinion, the goals of therapy, the limits of what I think I can accomplish in my treatment, and his/her attendance at scheduled sessions. I also provide parents with a summary of their child's treatment when therapy terminates. Other types of communication with parents require their child's authorization, unless I feel that the child is a danger to him/herself, is in danger or is a danger to someone else. In these situations, I will notify his/her parents of my concerns.

Before providing information to a parent, I will discuss this with their child, if possible,

and do my best to handle any objections he/she may have to this disclosure. Of course, unless a court has ruled otherwise, age 18 is the point at which an individual is considered an adult; therefore, I must obtain written permission from anyone over 18 to talk to his/her parents, even when these parents are paying for treatment.

APPOINTMENT/CANCELLATION POLICY

You must give 24 hours notice to cancel an appointment or you will be expected to pay for it when you do not cancel or show up for a scheduled appointment, unless 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 sessions*

FINANCIAL POLICIES

My hourly fee is currently \$120. I am a Blue Cross/Blue Shield Provider, so I will take the contract amount if you have this insurance (not Blue Cross/Blue Shield of Maryland). In addition to appointments, I charge this amount for additional professional services you require, although I will prorate hourly cost if I work for periods of less than one hour. Other services that are billed include report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals (at your request) preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for the time I spend dealing with this legal proceeding including preparation, time in traveling to and from court, consultation with attorneys and testimony. I charge \$200 per hour for services related to legal proceedings. I do make exceptions in these fees; talk to me about your circumstances if you want to have this exception considered.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities it is important to evaluate the 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. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. *It is very 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. Of course, I will provide you with whatever information I can, based on my experience, and will be happy to help you in understanding the information you receive from your insurance company.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a specified number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need additional services not covered by insurance benefits.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis and brief substantiation of that diagnosis. Sometimes I am required to provide additional clinical information. This information is limited to the dates of treatment and a brief description of the services provided, including the type of therapy provided. This information will become part of the insurance company 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. By signing this Agreement you agree that I can provide requested information to your carrier. **Other than Care First/BlueCross/BlueShield and Workman's Compensation, Dr. Davis does not submit insurance. Dr. Davis will help you fill out the papers for your insurance company and you can send them to your insurance company to request reimbursement. If pre-authorization for treatment is required, you are required to obtain this authorization.**

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you can choose not to use your insurance benefits in order to avoid any problems in disclosure that have been described.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have Blue Cross/Blue Shield (where you pay co-pay) or Workman's Compensation. Payment schedules for other professional services will be agreed to when they are requested.

If your account has an unpaid balance of more than \$500, I will need to stop treatment until the balance is reduced. I will refer you to another therapist or agency at your

request. Because of this rule, I will discuss unpaid balances with you as we work together. I will work with you to keep your liability to me below this level.

If your account has not been paid for more than 60 days, and arrangements for payment have not been agreed upon, I have 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 me to disclose otherwise confidential information. In most collection situations the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, the cost of this legal action will be included in the claim.

PROFESSIONAL RECORDS

Federal and state laws and professional standards require that I keep Protected Health Information about you in 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 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, 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 and labor fee of \$0.25 per page. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon your request. Insurance companies can request and receive a copy of your Clinical Record.

LIMITS ON CONFIDENTIALITY

In general, Virginia laws protect the communications between a patient and a psychologist and Dr. Davis cannot release any information concerning your treatment without your written permission. There are some exceptions to this rule of confidentiality, which are imposed by law and professional ethics. Your signature on this Agreement provides consent for those activities, as follows:

- I 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

the person I am discussing. The professional being consulted is legally bound to keep the

information discussed in the consultation 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 Policies and Practices to Protect the Privacy of Your Health Information).

- I also may find it necessary to enter into a contract with a billing agency for collection of insurance or a collection agency for the collection of unpaid balances. As required by HIPAA, if I develop a formal business associate contract with a business of this type, the contract covers the formal agreement to maintain the confidentiality of information provided to them to carry out their services, with the exception of information specifically allowed in the contract or otherwise required by law. If I find it necessary to enter into this type of business relationship, I can provide you with the names of these organizations and/or a blank copy of this contract, if you want them.
- Disclosures required by health insurers or needed to collect overdue fees are discussed elsewhere in this Agreement.
- 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.

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 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 court order. If a subpoena is served on me with appropriate notices, I may have to release information in a sealed envelope to the clerk of the court issuing the subpoena. 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. Virginia recognizes the doctor-patient relationship in civil cases, but can require disclosure of some types of confidential information in criminal cases.
- If a government agency is requesting the information for health oversight activities or a tax audit on me, 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 a copy of any mental health report.

- If I have reason to suspect that a child is abused or neglected, the law requires that I file a report with the appropriate governmental agency, usually the Department of Social Services. Once such a report is filed I may be required to provide additional information.
- If I have reason to suspect that an adult is abused, neglected or exploited, the law requires that I report to the Department of Welfare or Social Services. Once such a report is filed I may be required to provide additional information.

There are some situations in which I am legally obligated to take actions that 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 a patient communicates a specific threat of immediate serious physical harm to an identifiable victim, and I believe he/she has the intent and ability to carry out the threat, I am required to take protective actions. These actions may include notifying the potential victim or his/her guardian, contacting the police, or seeking hospitalization for the patient.

If any of the above unusual exceptions to confidentiality arise, 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.

COMMUNICATION WITH DR. DAVIS

My telephone number is: **703 472-3886**. Due to my work schedule, I am often not immediately available by telephone. During the times I am providing treatment to someone, teaching, conducting training or workshops, testifying in court or providing out-of-town professional services, I will not answer my phone. When I am unavailable, my telephone is answered by voice mail that I monitor frequently. I will make every effort to return your call on the same day you make it, with the exception of Fridays, weekends and holidays. If you are difficult to contact by telephone, please inform me of times you will be accessible, as well as a time of day after which you do not want to be called. If you would like to be contacted by e-mail, provide that address in your message. You can also contact me at: **703 978-4321**, by fax: **703 978-1130** or by e-mail: drnancydavis@Juno.com. You need to

be aware that e-mail messages may not be as private as phone messages. If you are unable

to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time I will provide you with the name of a colleague to contact, if this becomes necessary.