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## **Psychological Services Agreement**

Welcome to my practice. This agreement contains important information about my professional services and office policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPPA), a federal law that provides for privacy protections and client 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. HIPPA requires that I provide you with a Notice of Privacy Practices (Texas Notice Form) for use and disclosure of PHI for treatment, payment, and health care operations. The Notice, which accompanies this agreement, explains HIPPA and its application to your personal health information in detail. As required by law, on the last page of this agreement you are asked for your signature acknowledging that I have provided you with this information. When you sign this document, it will 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.

**Description of Professional Services:** Psychological services may include the following: Initial Evaluation, Individual, Couples, and Family Psychotherapy, Telephone Conferences, Psychoeducational Assessment, Intellectual Assessment, and Personality Assessment. The purpose of psychological services is to promote healthy individual and relational functioning.

**Specific Information on Appointments:** The first appointment is an Initial Evaluation that lasts approximately an hour. Individual Psychotherapy and Couples/Family Therapy are 60-minute appointments. Psychological testing sessions are arranged to answer specific referral questions on a case-by-case basis and may involve several hours. Telephone Conferences may be needed between appointments or to coordinate services among professionals.

Psychotherapy is generally relatively brief, however this is not always the case. If psychotherapy is recommended after the Initial Evaluation then a treatment plan is developed based on the goals for treatment. Ongoing evaluation of the treatment goals leads to a decision about lengthening or discontinuing treatment.

**Fee Policies:** My fee for an Initial Evaluation is \$175; the fee for Individual Psychotherapy as well as Couples and Family Therapy is \$150. The fee for Psychoeducational, Intellectual, and Personality Assessment is \$175 per hour. The fee for

Telephone Consultation is \$150 per hour. The fee for legal-related consultation or testimony is \$250 per hour. I require an up-front retainer of \$750 before any court or deposition testimony. Charges for travel time may be included in an out-of-office service.

There will be a charge for frequent telephone contacts of longer than 10 minutes. Fees will be charged for letters, copies and/or reports requested. There is no charge for records sent to other health care professionals.

You will be expected to pay co-pays or session fees at the time that services are rendered, unless we agree otherwise or you have insurance coverage that requires another arrangement.

**Cancellation and Missed Appointment Policy:** If you need to cancel an appointment, please contact me with 24-hours notice. You will be charged for the missed or late-cancelled session unless there has been an emergency that we agree was beyond your control. The fee for a missed or late-cancelled appointment is **\$75**.

**Insurance Reimbursement:** It is the responsibility of clients to know their insurance benefits. To assist you with this responsibility, please call Silver Billing Services at (972) 369-7714. They will contact your insurance company for you. They will arrange for any needed pre-authorization of services and will obtain a description of your insurance benefits for mental health treatment. Clients will be responsible for the costs of deductibles and co-pays; the fees for services rendered that exceed insurance benefits; as well as the fees incurred if their insurance is terminated while in treatment.

You should be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide you. I am required to provide a service code and diagnosis code. Sometimes I am required to provide additional 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 that is necessary for the purpose requested. By signing this agreement, you agree that I can provide requested information to your health plan.

**Overdue Accounts:** Accounts are considered delinquent after 30 days of non-payment. If an account reaches \$150 of unpaid charges, routine visits will be discontinued until the entire account is paid. Delinquent accounts that go unpaid for more than 90 days will be turned over to a collection agency, with a surcharge of 30% added. Clients will be given 30 days notice before their account is turned over to a collection agency.

**Confidentiality:** Texas law and professional ethics protects the confidentiality of information shared during the provision of psychological services. In most situations, I can release information about your treatment to others only if you sign a written authorization form. There are a few situations requiring only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

a.) I may occasionally find it helpful to consult other health and mental health professionals about a case. During consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are legally bound to keep the information confidential. If you do not object, I will not tell you about these consultations unless I feel that it is important in our work together. I will note all consultations in your clinical record.

b.) Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

c.) If a patient seriously threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can provide protection. Texas law provides that a mental health professional may disclose confidential information only to medical or law enforcement personnel if the professional determines that there is a probability of imminent physical injury by the patient to himself/herself or others, or there is a probability of immediate mental or emotional injury to the patient.

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

a.) 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 a court order. If you are involved in, or are contemplating litigation, you should consult your attorney to determine if a court would be likely to order me to disclose information.

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

c.) If you tell me of a sexual involvement with a mental health professional who was providing you care, I may be obligated to make a report to the relevant licensing board.

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

e.) If a patient files a worker's compensation claim, I must, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought.

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.

a.) If I have cause to believe that a child under 18 has been or may be abused or neglected (including physical injury, substantial threat of harm, mental or emotional injury, or any kind of sexual contact or conduct), or that child is a victim of a sexual offense, or that an elderly or disabled person is in a state of abuse, neglect or exploitation, the law requires that I make a report to the appropriate governmental agency, usually the

Department of Protective and Regulatory Services. Once a report is filed, I may be required to provide additional information.

b.) If I determine that there is a probability that the patient will inflict imminent physical injury on another, or that the patient will inflict imminent physical, mental or emotional harm upon himself/herself, I may be required to take protective action by disclosing information to medical or law enforcement personnel or by securing hospitalization of the patient.

If such a situation arises, I will make every effort to discuss it with you before taking 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:** You should be aware that, pursuant to HIPPA, I 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 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 others, you may examine and/or receive a copy of your Clinical Record if you request it in writing. You should be aware that pursuant to Texas law, psychological test data are not part of a patient's record. 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 that you can discuss the contents. The exception 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. In addition, I also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me 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 conversations, my analysis of those conversations, and how they impact on your therapy. They may also contain sensitive information that you may reveal to me that is not required to be included in your Clinical Record. Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of

coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless I determine that release would be harmful to your physical, mental or emotional health.

**Your 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 the 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.

**Minors and Parents:**

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. However, if the treatment is for suicide prevention, chemical addiction or dependency, or sexual, physical or emotional abuse, the law provides that parents may not access their child's records. For children between 14 and 18, because privacy in psychotherapy is crucial to progress, it is my policy to request an agreement from the patient and his or her parents consent to give up their access to their child's records. If they agree, during treatment, I will provide them with general information about the progress of the child's treatment, and his or 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.

**Ethical and Professional Standards:** The ethical guidelines and practice standards published by the American Psychological Association and the American Association of Marriage and Family Therapists are adhered to in this practice. The Texas State Board of Examiners of Psychologists and The Texas State Board of Examiners of Marriage and Family Therapists regulate the practice of psychology and marriage and family therapy.

**Phone and Emergency Contact:** If you need to contact me by phone my number is (512) 306-0663. You will not be charged for phone calls unless we have a scheduled phone appointment that lasts more than 10 minutes. Sessions by phone are not a covered benefit by health insurance carriers. I typically return phone calls within 24 business hours. If you are unable to reach me and feel unable to wait for me to return your call, contact your primary care physician or the nearest emergency room.

