

Darrell Greene
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www.mhc-solutions.com

HIPAA & OUTPATIENT AGREEMENTS

In order to separate financial and administrative issues from clinical issues, I have Gerry Greene (doing business off-site as MHC Solutions) handling all the administrative and financial work for my office. This work includes obtaining your signature on the following two documents, which seek to clarify my policies and processes regarding health information the services offered.

Please read, sign and date each of the two agreements as indicated.

- 1) Information about the Health Insurance Portability and Accountability Act (HIPAA). This is a federal law that provides privacy protections and patient rights with regard to the use and disclosure of Protected Health Information (PHI) for the purposes of treatment, payment and health care operations. The law requires that I obtain your signature acknowledging that I have provided you with this information.
- 2) An Agreement for Outpatient Services. When you have signed this document, it will be an agreement between us regarding your treatment. You may revoke this agreement at any time. That revocation will be binding on me unless I have taken action in reliance on it, or if you have not satisfied any financial obligations you have incurred to me.

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HIPAA Client Health Information Privacy Practices

Limits on confidentiality. The law protects the privacy of all communications between a client and a psychologist. 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 advance consent in writing.

I may occasionally find it helpful to formally consult other health and mental health professionals about a case. In such instances I will avoid revealing the identity of my client and, as a professional consultation, the content of such a discussion is confidential. Unless you 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.

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

- 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 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 may be required to provide it for them.
- If you file a complaint or lawsuit against me, I may disclose relevant information regarding you in order to defend myself.
- If you threaten to harm yourself, I may be obligated to seek hospitalization for you or to contact family members or others who can help provide protection for you.
- If I have reasonable cause to suspect child abuse or neglect, or elder abuse or neglect, the law requires that I file a report with the appropriate government agencies. Once such a report is filed, I may be required to provide additional information.
- If you communicate a threat of physical violence against a reasonably identifiable third person and you have the apparent intent and ability to carry out that threat in the foreseeable future, I may have to disclose information in order to take protective action. These actions may include notifying the potential victim (or if the victim is a minor, notifying the parents or any relevant social services agency), contacting the police, and/or seeking hospitalization for you.

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

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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.

Patient Rights. HIPAA provides you with several rights with regard to your clinical records and disclosures of PHI. You have the right to:

- request that I amend your record (I may deny your request under certain circumstances);
- request restrictions on what information from your clinical records is disclosed to others;
- request an accounting of most disclosures of PHI that you have neither consented to nor authorized;
- determine the location and means for delivery of PHI to you;
- have any complaints you make about my policies and procedures recorded in your records; and,
- have a paper copy of this agreement.

If you are concerned that your privacy rights may have been violated, you may also submit a written complaint to the U.S. Department of Health and Human Services. I will provide the address upon request.

Privacy and administrative services. MHC Solutions has the same obligations as I do regarding the confidentiality of all the personal data Gerry receives for scheduling and billing purposes. Information is only shared with insurers to the extent necessary for filing claims or communicated to other providers or agencies at your request or as required by law. Collection agencies may be provided with the information necessary to collect overdue bills.

In all communications via the Internet and phone, the usual considerations regarding the privacy limitations of those media should be kept in mind.

Your signature below indicates that you acknowledge the receipt of this notice of my office's privacy practices.

Signed: _____ Date: _____

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OUTPATIENT SERVICES AGREEMENT

The psychotherapeutic process. 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 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 outside of our sessions.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life and/or exploring the forgotten past, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness and helplessness. I will attempt to provide a safe environment for that process which can lead to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But, there are no guarantees of what you will experience.

Our first session will involve an evaluation of your needs and I will offer you some first impressions of what our work would include. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. If you ever have questions about my approaches, you should raise them without hesitation. Should you wish to meet with another mental health professional for a second opinion, I will encourage you to do so.

Scheduling. If you decide to engage in therapy, we will usually have one 45-minute session per week. Generally, I view therapy as a long-term process for which we are setting aside time to meet together and progress. It is possible that a given session may not last the full 45-minutes depending on what transpires; on the other hand, it may be necessary or valuable to meet more often. Contact Gerry regarding all scheduling—please do not assume that mentioning upcoming trips or vacations during your session replaces the need to contact Gerry regarding upcoming schedule changes.

Cancellation policy. I require **3 days** of advance notice of cancellation, not the 24 hours common in many other offices. This longer time enables smoother rescheduling options for my regular patients. If the 3-day deadline is passed, please notify Gerry as soon as possible regarding cancellations: if he can find someone to fill your slot on short notice or reschedule you before your next regular appointment, you will not be charged. Insurance patients are charged the entire fee rather than just the copay or coinsurance since I cannot submit missed appointments to insurance for reimbursement. We do not charge for sudden cancellations due to illness. Otherwise, the late-cancellation fee will be waived only if you and I both agree that the situation warrants an exception.

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Contacting me. For brief messages, you can contact me by email (darrellgreene@gmail.com) or by phone (212-929-5978). While I am usually in my office between 8:30 a.m. and 8 p.m., I am often with patients continuously for several hours at a time. My office telephone is answered by voicemail which sends me an email alert. If you need me to call you back and are difficult to reach, please inform me of some times when you will be available and preferred phone numbers for me to call. If you think you may need to contact me outside of office hours, please ask me for my cell phone number. At any time you can send Gerry an email asking him to have me call you or leave a message on his private line (646-861-2468). He checks his mail regularly and receives the same voicemail message alerts.

If you find you are in need of urgent care and 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. When I am on vacation I will provide you with the name of a colleague to contact in my absence.

Professional fees. Gerry will work with you to clarify what your cost will be, which can usually be worked out before the consultation. I only accept in-network rates for Oxford, United Behavioral Health (now called OptumHealth) and Medicare. Should your insurance coverage change, please notify Gerry before the effective date for that change so we can discuss the impact of any fee change.

If you become involved in legal proceedings that require my professional time, I charge \$500 per hour for preparation and attendance at any legal proceeding, including preparation and transportation costs, even if I am called to testify by another party.

Payment. I usually do not handle payments in my office because of the need to change my focus from patient care. Of course, to the extent that discussions of payment may relate to your on-going therapy, they may become topics to address during a session.

If you have insurance that will pay us directly, you will only be billed for the balance/copayments, otherwise you will need to pay the full agreed fee. I prefer that you provide Gerry with standing instructions to use a credit card. If you need to make other arrangements please discuss that with him. Should you wish to pay by check, I charge \$25.00 for returned checks to cover the additional re-billing administrative time.

I may begin charging interest at a 10% annual rate on balances outstanding for 90 days. If you know you will have difficulty making payment, please discuss the situation with me and/or Gerry and make arrangements in advance. For balances outstanding for 6 months, I have the option of using legal means to secure payment. This may involve hiring a collection agency or going through small claims court. Your bill will note if referral to an agency is upcoming. In most collection situations, the only information I

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release regarding a client's treatment is her/his name, the nature of services provided and the amount due. If such legal action is necessary, its costs will be included in the claim.

Insurance—benefits, claims, authorization & privacy issues. Gerry will help you understand your benefits and file your claims. Authorization is only needed for routine psychotherapy by specific policies and it is the provider's responsibility to verify the authorization requirements for in-network insurance (UBH/OptumHealth/Oxford) policies. For out of network insurances, you are responsible for obtaining pre-authorization in the rare cases that is required.

When you authorize me to file insurance claims, you are also providing your insurer with right to ask for details regarding your treatment in addition to the diagnosis codes that are sent with each claim. Occasionally, someone from the insurer's office may call to discuss your case to monitor necessity and appropriateness of treatment. Usually I will not inform you when the insurance company does a routine review of your case, but I will let you know if it appears that they are considering disallowing further treatment. There is an appeal process should there be an adverse determination. This information will become part of the insurance company's files which must be kept confidential—unless you sign a form authorizing the release of that information to a specific party.

UBH/OptumHealth/Oxford patients should be aware that sessions by phone or Skype are not covered by these policies because of HIPAA confidentiality concerns. If you are comfortable with the risks associated with using these media, I am willing to provide phone or Skype sessions, but these are charged at my full fee—in-network rates do not apply.

Treatment record reviews: The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records or I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. Patients will be charged and appropriate fee for any professional time spent in responding to information requests. All records requests must be made in writing, including your reasons for the request, and I will respond to your request within 30 days.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

Signed: _____ Date _____

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New Patient Information

Last name _____ First name _____ MI _____

Birth date _____ Social security number _____ M/F _____

Address _____

Phone numbers:

Main _____ 2nd _____ 3rd _____

E-mail: _____ Referred by _____

Emergency Contact:

Name _____ Relationship _____

Phone number(s) _____

Do you need a monthly paper bill even if you have a zero balance? Yes / No
(Summary bills can always be requested to gerald.greene@mhc-solutions.com.)

Insurance Claim Submission Authorization

By signing below you authorize the release of any medical or other information necessary to process any insurance claims and you authorize claim payment directly to Dr. Darrell Greene, if your policy allows. Copies will be taken of your insurance card and a picture ID to identify you as the insured person.

Signed _____ Date _____

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**CONSENT FOR RELEASE OF CONFIDENTIAL INFORMATION TO PRIMARY
CARE PHYSICIANS AND/OR OTHER HEALTH CARE PRACTITIONERS**

If you are receiving medication related to your diagnosis or you have medical conditions for which you think it may be necessary for Dr. Greene to discuss treatment with your medical provider, please indicate your authorization for him to do so. Otherwise, **you do not need to complete this form.**

Your name: _____

Name and telephone number of the practitioner with whom you authorize Dr. Greene to speak:

_____ Tel: _____

Confidentiality of alcohol and drug abuse patient records is protected under federal law. Federal regulations (42 CFR, part 2) prohibit anyone from making any further disclosure of the information without the specific written consent of the person to whom it pertains.

Initial the types of medical information for which you authorize release:

___ Medication management information

___ Alcohol and/or substance abuse information

___ Other medical information relevant to your mental health treatment

I understand that the release of this information is to permit my treating physician and other health care practitioners to monitor my health status and to coordinate all the care which I may receive. This authorization, unless otherwise indicated, becomes effective on the date signed and may be revoked by me at any time, except to the extent action has been taken in reliance herein. I understand that the information authorized by this release will be provided to those recipients only with signed consent from me. I further understand that I have a right to receive a copy of this authorization upon my request.

Signature _____ Date _____

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Standing Credit Card Authorization

Payment by credit card through standing instructions is preferred.

Name (as on credit card): _____

Credit card number: _____

Expiration Date (MM/YY): ____/____

I authorize Dr. Darrell Greene to charge this credit card for payment of fees for which I am responsible.

Signature: _____ Date: _____

Fax to MHC Solutions: 646 478 9404 or e-mail a pdf file to Gerald.Greene@mhc-solutions.com