

# REID WHITESIDE, Ph.D., P.C.

## Doctor – Patient Psychological Services Contract

This document (the *Contract*) contains important information about the professional services and business policies of REID WHITESIDE, Ph.D., P.C., (RW-PhD-PC), a Professional Corporation. In this document “*You*” refers to the adult patient or to the Responsible Party of a minor patient seeking psychological services. You must indicate your understanding and acceptance of terms of this *Contract* by signing the Master Signature page in order to become an established patient or client. Please read it carefully first. You may revoke the agreement any time by giving written notice. Revocation will be binding except to the extent action was taken in reliance on it, such as unfulfilled obligations imposed by the health insurer, court order, or collection of any outstanding financial obligations.

### Getting Started

Welcome to my practice. I look forward to getting to know you and your goals. We will begin by developing an understanding of what difficulties, questions or objectives brought you to see me, and by developing an initial plan. Typically it takes a few sessions to have a clear sense of what services or strategies will be helpful and effective. Frequency and duration of meetings are individualized. We can be flexible but it usually is best to schedule several appointments in advance to ensure you secure a convenient time and develop “momentum” as you implement changes. You can call, email, or use the Online Scheduling program at [www.ReidWhiteside.com](http://www.ReidWhiteside.com) to schedule sessions.

### Appointments, Rates and Office Policies

- Regular sessions last **45 minutes**. If you're late we may not be able to make up the lost time.
- My fee is \$225 for the initial session, \$150 per 45-minute therapy session, and \$200 per sixty-minutes for others.
- If you fail to attend an appointment you will be charged \$100. Cancelling with insufficient notice (less than 24 hours) is charged \$50.
- Missed session and insufficient notice fees are not charged if you miss or cancel due to the sudden or contagious illness of yourself or someone in your care, or due to an emergency outside of your control; work conflicts and deadlines are normally considered an inconvenience rather than an emergency.
- Missed or Late Cancelled appointments are not covered by insurance, and discounts and fee limits do not apply.
- Preparation of written reports and lengthy calls or email is charged at the rate of \$200 per hour or in 15 minute units with a 15 minute/\$50 minimum.
- Requests for copies of reports and other clinical/medical-chart information require 7 days' notice, authorization, and possibly a copying or preparation fee. Requests for copies of charts are fulfilled via a summary prepared for a specific purpose. *Psychotherapy Notes* are not released to anyone. Test data is released only to psychologists.

### Unsettled Accounts and Termination

If your account balance is unpaid more than 60 days and a payment plan has not been arranged, your treatment or evaluation may be terminated and legal means employed to secure payment. This may involve a collection agency, credit agency, or court action. If services were required, legal fees will be added to the balance. There is a \$25 returned check fee.

### Contact Information and Emergencies

When Dr. Whiteside is unavailable to the phone your call may be answered by his office assistant or voice mail. He will try to return your call within 1 to 2 business days. If urgent, patients may use his mobile number or home number. In a medical emergency call 911, contact the family physician or the nearest emergency room, or call Holly Hill Hospital at (919) 250-7000. If Dr. Whiteside will be unavailable for an extended time, he will provide the name of a colleague to contact.

### Insurance Reimbursement

The insurance company will specify the amount you will pay me IF I participate in your insurance plan that covers the *medically-necessary services* you seek. You (not your insurance company) are responsible for full payment of my fees unless I am a participating provider in-network. Even if I participate in the network, it is important that you determine what services your insurance policy covers and excludes. You are responsible for fulfilling the terms of your policy such as obtaining pre-authorization, paying deductibles, co-insurance, co-payments, paying for missed or late cancelled sessions, non-covered procedures, etc. It may be necessary to seek approval for continued therapy after a certain number of sessions.

### Psychotherapy

Psychotherapy is the psychological treatment of emotional pain, stress, maladaptive behaviors, relationship problems, or mental illness. Dimensions include techniques used, understanding of the problems and goals to be addressed, progress or resolution milestones, and the relationship between therapist and patient. Collaboration with patient, family and other providers is encouraged. We invite your feedback and questions, as well as your own ideas about how we can be helpful. We will review progress in an ongoing way and whenever you request it. If you prefer not to continue, or I recommend it to be in your best interest to see someone else, you may request referral to another provider. Psychotherapy is not an exact science and outcomes cannot be predicted with certainty. Even when effective and positive results are achieved, unintended – sometimes negative – effects may be associated with change.

### Therapy with Minors

Privacy in psychotherapy is very important, particularly with teenagers, yet parental involvement is essential to successful treatment; a healthy balance requires that limited information be shared with parents. If in my professional opinion the child is in danger or is a danger to someone else, I will notify the parents of my concern. Parents may receive a summary of their child's treatment upon request and I may charge for my time in preparing this summary. A separate document describing Child Therapy guidelines will be attached to this *Contract* when a minor child is the patient.

### Therapy with Couples

A patient may have marriage/couple's sessions with spouse or partner present to facilitate his/her progress toward individual treatment goals, or may come seeking "counseling for relationship issues." These are important distinctions because of the way insurance companies view them; insurance typically reimburses only when medically necessary for treatment of a diagnosed disorder. Regarding privacy, in order to release PHI both people in couple's therapy must consent to the release of records of conjoint sessions, though separate summaries may be provided upon request to other therapists. Discussion of insurance and confidentiality issues is advised before starting couple's or family therapy. A "No Secrets" policy in applies in couples therapy; information shared by one party may be shared with the other party to therapy as indicated.

### Therapy with Parents and Families

These provisions apply only if you request and agree to Family, Couples' or Parenting Therapy: (1) Insurance typically does not cover family therapy if relationship alone is the focus of treatment, (2) in order to file an insurance claim the primary patient must be diagnosed with a valid clinical disorder; (3) there must be medical necessity for using a conjoint, couple's or family treatment modality; (4) many medical insurance policies cover marriage or family psychotherapy only when the primary, diagnosed patient is present for most of the session; (5) Protected Health Information obtained concerning patient(s) during conjoint sessions will only be released with the consent of the participating adults (couple's/marriage) or minor patient's parent. The parenting or family therapist should not be subpoenaed in custody disputes.

### Termination

*Termination* of psychotherapy is normally determined in advance through discussion by therapist and patient. A planned, final session allows for consolidation of gains, review of recommendations and closure. A final meeting is especially important to children. Your autonomy as a competent adult to discontinue therapy or transfer for any reason will be respected but notice or discussion will be appreciated. If you cancel or no-show excessively, violate boundaries or make threats, fail to pay charges, or violate terms of the contract, the evaluation or therapy will be terminated. If either of us decides that treatment is not effective we may re-evaluate, obtain consultation, or terminate and identify other resources.

### Professional Records

You should be aware that, pursuant to *HIPAA*, I may keep *Protected Health Information* about you in two separate sets of professional records. One set constitutes your *Clinical Record* (or Medical Record). It includes information about your reasons for seeking therapy, problems, diagnosis, treatment goals and progress, medical and social history, any reports that I receive from or provide to other providers, and billing records. Except in unusual circumstances you may examine and/or authorize release of a summary or copy of your *Clinical Record* if you request it in writing with seven days' notice, and pay a copying fee. I may also keep a set of *Psychotherapy Notes* for my own use. Your *Psychotherapy Notes* will not be made available to anyone, including adult patients or to parents of minors unless court-ordered.

### Common Professional Services, Procedure Codes, Fees, and Session Length for Self-pay and Out-of-Network Services

<i>Services</i>	<i>Length (minutes)</i>	<i>Procedure code (CPT)</i>	<i>Fee</i>
Psychotherapy: individual	45	90806	150
Psychotherapy: couples, marriage, and family; clinical patient identified and present majority time	45	90847	150
Psychotherapy: couples, family or parent counseling without the patient present majority of the time	45 Usually not filed	90846* Usually not covered	150
Initial diagnostic intake interview/evaluation	1 unit, per episode	90801	225
Psychological testing, interpretation, or report preparation by psychologist	60	96101 / 96118	200
Preparation of reports, conference with doctors, teachers, or family of patient, extended calls, etc.	60 minutes or 15-minute portion thereof	Usually not filed; usually not covered	200
Copying chart, delivery, long-distance calls, etc.	Actual plus expense	N/A	\$.50/page plus \$20/hr admin.
After-hours, weekend, and urgent services	Actual		25% surcharge
Service by subpoena/receipt of each subpoena	Each	Forensic; not covered	400
Forensic, talk to attorney, report for court, etc.	60 minutes or portion	Forensic; not covered	200 / hour

## Confidentiality and Privacy Rights

The law protects the privacy of all communications between a patient and a psychologist. In most situations, I can only release information about your evaluation and treatment to others if you sign a written *Authorization* form. It is recommended that collaboration with your primary care physician and any other current health care providers be routinely authorized to facilitate coordination of care. A complete list of your privacy rights (PHI) is provided in a separate *Notice* that applies to all patients receiving healthcare. Please note these provisions unique to my practice:

- I practice in an office suite with another psychologist: Dr. Monica Summers. We practice through separate professional corporations and do not share protected information with each other except with written authorization. We share an administrative staff person for office administration. We are all bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without proper authorization.
- I have *business partner contracts* with NetSmart (our patient accounting software company), Poyner-Spruill, LLP and Tharrington Smith, LLP (our corporation's attorneys), Huband and Brown, CPA, LLP (our accountants), Pearson/PsychCorp Assessments, and PC MedEvac. As required by *HIPAA*, they promise to maintain the confidentiality of data shared with them except as allowed in the contract or otherwise required by law.

As you will see in the Notice of Privacy Protections, there are some situations in which I am legally obligated to take actions that in my professional opinion are necessary to attempt to protect others from harm, and in such cases I may have to reveal some information about a patient's treatment. These situations are unusual in my practice.

- If I have cause to suspect that a child under 18 is abused or neglected, or if I suspect that an elder or disabled adult is in need of protective services, the law requires that I file a report with the County Social Services or Child Protective Services. Once such a report is filed, I may be required to provide additional information.
- If I believe that a patient presents an imminent danger to the health and safety of another, I 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 patient's family or 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.

## Risks of E-mail

This information applies only if you request communication via e-mail. HIPAA rules require us to advise you there are risks when using e-mail. These may include that E-mail: *can be stored and re-circulated; addresses may change without notice or forwarding service; can be received by unintended parties, or blocked by anti-spam/virus programs; e-mailed documents can be more easily falsified or modified than can hand-signed originals; employers' and others may read or archive all messages on a system; e-mail may be monitored or intercepted by internet service providers, law enforcement, and intelligence agencies; may be conduits for viruses; metadata may or may not be present.* RW-PhD-PC's policies regarding security: (a) computers require two levels of Username/Password logon; (b) computers are protected by commercial anti-virus & spyware programs; (c) messages are forwarded to third parties only with authorization or after identifying information is removed.

We generally find that e-mail is used for three purposes: *scheduling, sharing documents, and discussion of concerns.* Discussions are best held in person rather than through e-mail. Please schedule an office visit when extensive or complex communication is needed. Insurance does not reimburse for e-mail, letters, or phone calls or phone sessions, so you will be charged out of network rates for any requested or required lengthy correspondence between office visits. However, we do not charge for e-mail or calls involving administrative matters, such as scheduling or for receiving clinical documents or reports. You may schedule online without cost on Dr. Whiteside's website, <http://www.reidwhiteside.com>.

## Psychological Testing

Completion of a separate contract is required to request psychological testing services.

**Forensic Psychological Services Policy and Rates** (Applies when clinical patients incidentally require legal-related services)  
*Important provision applicable to adult patients and to parent(s) or other responsible party of patients who are minors:*

If you were referred by Court or attorney for forensic services (evaluation, testimony, custody issues, etc.) you will have a separate contract and fee schedule; do not sign this contract unless directed to do so after an initial interview.

Therapy patients or their family members sometimes become involved in legal proceedings. In the course of, as a consequence of, or incidental to providing health care services, Dr. Whiteside may be required or asked to provide certain additional, non-covered, services relating to legal or forensic matters. On this page, Reid Whiteside, Ph.D., P.C.'s policy on Forensic Services is explained in detail with examples given and rates listed.

Forensic and mandated services will not be provided as “medically-necessary clinical health care, i.e. for diagnosis and treatment”; rather, such services if requested or required will be provided as *forensic psychological services*. Consequently, Dr. Whiteside will **not file claims** for these services and the adult patient or parent of minor must not file an insurance claim for services pertaining to this policy. *Examples include those provided:*

- For purposes of contributing to legal proceedings or when ordered by a judge, or in response to subpoena, in response to forensic referral questions or for the use of an attorney,
- When required by a governmental agency (e.g. safety plan, or counseling as a consequence to DWI, domestic violence, child abuse, suspension, or required for the reinstatement of a license or other privilege, etc.),
- For use by a Parent Coordinator or Custody Evaluator, or in regard to visitation, arbitration or mediation,
- Readiness or safety for return to work, or re-admission to school or college, or for a determination of disability.

*Charges will be incurred and costs must be paid at the following rates:*

1. **Subpoena.** \$400 for each subpoena that is issued to Dr. Whiteside – regardless of the issuing source of the subpoena and regardless of the status of treatment;
2. **Communication.** \$200 per hour or 15 minute portion thereof for communication in regard to a legal matter;
3. **Copying.** expense of copying and mailing materials requested or required for legal matters;
4. **Reports.** \$200 or 15 minute portion for time required to prepare a report requested or required in legal matters;
5. **Testimony.** Time spent in preparation for, on-call, in travel, while waiting, and in attendance at hearings, trials, or depositions, is billed \$270 per hour. A minimum of four-hours must be reserved and paid two weeks in advance for appearance at deposition, hearing, or trial. With 72 hours’ notice of cancellation, 50% refund of the advance payment will be made less a \$200 administrative fee. No refund will be made if less than 72 hours’ notice of cancellation (release from subpoena) is given. Failure to fulfill this requirement may result in a motion to quash the subpoena or other actions.
6. **Mental health evaluation.** A separate contract for mental health evaluation must be signed **INSTEAD OF** the Doctor - Patient Psychological Services Contract.

#### END of DOCTOR – PATIENT PSYCHOLOGICAL SERVICES CONTRACT

**Initial the appropriate box and sign the attached Master Signature Page to indicate your acceptance of all of the terms of this Doctor – Patient Psychological Services Contract.**

#### CONTACT INFORMATION

Location: 1616 Evans Road, Suite 202; Cary, North Carolina 27513  
Office phone: (919) 677-8700  
Office fax: (919) 439-5304  
E-mail: [DrWhiteside@ReidWhiteside.com](mailto:DrWhiteside@ReidWhiteside.com)  
Website: [www.ReidWhiteside.com](http://www.ReidWhiteside.com)  
*\*For urgent calls only:*  
Home phone\*: (919) 387-0505  
Mobile phone \*: (919) 656-2678

Emergency calls: When someone’s safety or health is at stake call 911 or go to an emergency room. For psychiatric emergencies do likewise or call your psychiatrist or physician, or Holly Hill Hospital (250-7000). E-mail should only be used for non-urgent matters.

Practice Manager: Brodie Whiteside can help you with scheduling, insurance claims, and other administrative matters.

Office Sharing: Dr. Whiteside shares an office suite with Dr. Monica Summers. Their professional practices are separate; protected health information will be shared between these doctors only with the patient's written consent. Her phone number is (919) 678-0808.

Contact Updates: Be sure to let us know when your contact information changes.