# **Kenneth C. Kenney, Ph.D., MSW**

***1096 Mechem Drive, Ste #210, Ruidoso, New Mexico, 88345; (505) 363-8293; (505) 212-0554 (fax);*** [***kkenney542@gmail.com***](mailto:kkenney542@gmail.com)***; www.courtconsults.com***

**Service Agreement**

This document (the Agreement) contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law (implemented in April, 2003) that provides new privacy protections and new patient 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. HIPAA requires that I 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* is available in my office for your review; you may have a copy for yourself, if you wish. The *Notice* explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. 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. There are no optional sections, and you may not modify any part of this Agreement. 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.

**Psychological Services**

**1.0 Psychological Evaluation**

A comprehensive psychological evaluation begins with a clinical interview, and then includes any number of psychological tests depending on the nature of the questions posed about the client. Testing generally takes several hours to complete and usually requires separate appointments. Psychological tests can include assessments of personality styles, tests of emotional well-being, intellectual (or IQ) tests, tests of academic achievement, tests for possible neurological damage, and tests for specific psychological disturbances and their severity. The evaluation may also include interviews with significant others (such as parents, spouses, or teachers), as well as a review of past records and relevant documents. Finally, a formal integrated written report of findings is provided along with recommendations based on those findings; presented in a personal, interactive feedback meeting.

Psychological evaluations are intended to provide a structured, organized, and succinct description of current psychological functioning including cognitive abilities and emotional experience. Psychological evaluation offers insight as to the severity of a particular disturbance and of the capacity for adequate functioning. It is a formal and structured way of gathering objective information about a person for the purpose of making decisions and sorting out questions about the particular child, adolescent, or adult. In addition, a psychological evaluation may be used to confirm or enhance the impressions formed by referring therapists, educators, or lawyers. A comprehensive evaluation can identify needs in therapy, highlight issues that may come up in treatment, describe the extent of harm and disabilities, recommend particular forms of intervention, and offer guidance about potential outcomes of treatment.

***Service Agreement***

***Page 2 of 8***

**2.0 Psychotherapy**

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 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.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation “phase,” I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. 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 my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

**Appointments** I normally conduct an evaluation that will last from 1 to 3 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is initiated, I will usually schedule one 45-50-minute session

(one appointment “hour” of 45-50 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation, or 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 missed sessions. If it is possible, I will, of course, try to find another time to reschedule the appointment. If you miss an appointment without notifying me in a timely fashion, it is not likely that I will schedule any further appointments with you.

**Professional Fees** My hourly fee varies with your circumstances and your insurance coverage. I honor the fees that you may have through your health insurance. In addition to scheduled office appointments, I charge for other professional services you may need, and I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 15 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me.

***Service Agreement***

***Page 3 of 8***

If you become involved in legal proceedings that require my participation, you will be billed for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. My hourly rate applies for participation in the following legal proceedings: interrogatories, depositions, and court appearances. Fees for services relating to legal or forensic matters are seldom covered by insurance. All such fees must be paid in advance.

Please note that, unless I am appointed by the Court as an 11-706 expert witness, I am not a party to any legal proceeding that may involve you. Since I am not a party, I cannot be subpoenaed. In the event that I am subpoenaed when I am not a party, it is my practice to contest subpoenas. If you request that I cooperate with a court appearance or with a deposition or interrogatory, I will provide you with an estimate of the charges. These charges must be paid in advance. Such charges are on the order of $1,000.00 per day; travel and expenses will be charged in addition. If another party subpoenas me in a matter that involves you, I will cooperate if you so request. However, it is likely that you will be responsible for the charges unless you can obtain payment from the other party. If you do not approve, and if I am not a party to the matter, I may contest the subpoena.

**Contacting Me** Most phone calls to me go to my voice mail. I 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 me of some times when you will be available. If you are unable to reach me and feel that you can’t wait for me to return your call, contact your family physician, call 911, or go to the Emergency Department at one of the local hospitals.

**Limits on Confidentiality** The law protects the privacy of all communications between a patient 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 and New Mexico law. However, in the following situations, no authorization is required:

(1) I may 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 my patient. The other professionals are also legally bound to keep the information 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 Privacy Practices).

(2) Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement. There are some situations where I am permitted or required to disclose information without your Authorization:

(3) If you are involved in a court proceeding and a request is made for information concerning the professional services I provided, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your (or your

***Service Agreement***

***Page 4 of 8***

legal representative’s) 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.

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

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

(6) If I or any member of my family is harassed, threatened, stalked, or assaulted, or if any of my property is damaged, I may disclose my client list and other relevant information to authorities who are conducting an investigation.

(7) If a patient files a worker’s compensation claim, I may be required, upon appropriate request, to provide all clinical information relevant

There may be situations and circumstances when it becomes necessary for me to attempt to protect others from harm; in such instances, I may have to reveal some information about a patient’s treatment. The following are examples of such disclosures:

(1) If I have reason to believe that a child under the age of eighteen (18) years has been abused, abandoned or neglected or who observes the child being subjected to conditions or circumstances which would reasonably result in abuse, abandonment or neglect, the law requires that I file a report with the appropriate government agency, usually the State of New Mexico Children, Youth & Families Department. I have a similar requirement to report abuse, neglect, and abandonment when the victim is a senior citizen or an adult who is disabled. Once such a report is filed, I may be required to provide additional information.

(2) If a patient communicates an explicit threat of imminent serious physical harm or death to a clearly identified or identifiable victim or victims, and the patient has the apparent intent and ability to carry out such a threat, I may be required to take protective actions. These actions may include notifying the potential victim and contacting the police, and/or seeking hospitalization for the patient.

(3) If I believe that there is an imminent risk that a patient will inflict serious physical harm or death on him/herself, I may be required to take protective actions. These actions may include attempting to hospitalize the patient, calling the police or contacting family members or others who can assist in protecting the patient.

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. 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.

***Service Agreement***

***Page 5 of 8***

**Forensic Matters**

Forensic psychology is the intersection of psychology and the legal system. When the matter for which the client seeks help is clearly in the forensic area, the psychologist is usually Court-appointed as an expert witness. Similar appointments include specific contracts between attorneys and psychologists for legal services, or stipulated agreements among all parties involved about the use and status of the psychologist. The ethical obligations of psychologists who engage in forensic matters are highly complex and strictly regulated.

It happens that clients who are in the midst of a legal contest present for mental health services. Sometimes, they do not know that they are presenting an ethical challenge to the psychologist. In such cases, the client and the psychologist can sometimes work out the specifics that govern the psychologist’s behavior and responsibilities. There are times when the psychologist cannot work with the client because of the forensic implications of the matter at hand. In such cases, the psychologist may have to refer the client to another provider.

It sometimes happens that the psychologist – either in the course of treatment or after treatment is completed – is asked for a report about the treatment and evaluation. In such cases, the psychologist can provide whatever information the client authorizes to be released that falls within the scope of the treatment or evaluation. This may include, for example, the number of sessions the client was seen, or the psychologist’s diagnostic impressions of the client, or the treatment recommendations that the psychologist made. Psychologists cannot form opinions, after the fact, that were not part of the scope of the service provided. For example, if a client presents with concerns about depression, the psychologist cannot form an opinion about whether or not the client can function as a parent. Such an opinion is rightly the product of a custody evaluation, a very specific kind of psychological service. Similarly, a psychologist who has been treating a client for depression cannot form an opinion when asked whether or not a work-related event caused the depression unless the formation of the opinion was explicitly described as a referral reason before the evaluation and treatment began.

As noted above, I do not cooperate with subpoenas unless I am either a party to the matter or unless I agree with you that I will cooperate. I cannot release any reports or information about you to any third party without your written consent, except for the specific exceptions noted above.

**Professional Records**

In compliance with the law and the relevant standards of practice in my profession, 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 where I believe that access would seriously endanger you or others, or the record makes reference to another person (other than a health care provider), and I believe that access is reasonably likely to cause substantial harm to such other person, or where information has been supplied to me confidentially by others, you may examine and/or receive a copy

***Service Agreement***

***Page 6 of 7***

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, and at my discretion, you may 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 charge a copying fee and fees for material processing. The exceptions to this policy are contained in my *Notice*. If I refuse your request for access to your Clinical Records, you have a right of review (except for information supplied to me confidentially by others), which I will discuss with you upon 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 contain particularly sensitive information that you reveal to me that is not required to be included in your Clinical Record. They may include information from others provided to me confidentially. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies. Insurance companies cannot require me or you to authorize the release of these notes as a condition of coverage, nor penalize you in any way for your refusal to provide it.

**Patient Rights**

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 I amend your record; 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 my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, my *Notice*, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

**Minors & 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. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is my policy to request when needed an agreement from parents that they consent to give up their access to their child’s records. If they agree, during treatment, I will provide them only with general information about the progress of the child’s treatment, and his/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 there 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 or she may have.

From the time that children reach their 14th birthday, they can request psychological services without parent or guardian consent. If I am seeing a child who is 14, and the parent tries to terminate treatment against my advice, I can decide to continue to see the child.

***Service Agreement***

***Page 7 of 8***

**Billing & Payment**

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. Any evaluation must be paid for in full before I release it to anyone else. Evaluations relating to custody matters in divorce proceeds must be paid for in advance of beginning any work. There is a separate service agreement for custody evaluations.

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, its costs will be included in the claim.

**Insurance Reimbursement**

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. 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.

I will provide you with whatever information I can, and I will attempt to help you understand the information you receive from your insurance company. If it is necessary to clear confusion, I or my representative will call the company on your behalf.

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 certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans (or EAP programs) will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.

***Service Agreement***

***Page 8 of 8***

Please note that you are responsible for obtaining information about your insurance coverage, including your deductible and your co-pay. Co-pays are the part of the fee for service that your insurance company has made you responsible. Co-pays are expected at the time of service, unless other arrangements have been made. Please come to sessions knowing your co-pays and prepared to make them.

Your insurance deductible is the amount that you must pay for before your insurance company makes any payments. The determination of deductibles can be frustrating. Insurance companies sometimes insist on deductibles for the entire year, or for mental health services as isolated from medical or surgical services, or for individual family members. Many insurance policies have very high deductibles, and you may have to pay for a very large portion of your mental health services before your insurance pays any benefits. It is your responsibility to know your deductible information.

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. Sometimes I am required to provide additional clinical 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 about you that is necessary for the purpose requested. 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. 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 the benefits run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above, unless prohibited by contract.

**YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE EITHER RECEIVED OR HAVE HAD SATISFACTORYACCESS TO THE HIPAA NOTICE FORM DESCRIBED ABOVE.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***Signature of client or personal representative Printed Name of client or personal representative***

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***Date Description of personal representative’s authority***