SERVICE AGREEMENT FOR CHILDREN AND ADOLESCENTS

IN CASE OF AN EMERGENCY, CALL ME AT 505-239-3635. YOU WILL GET MY VOICEMAIL. STATE THAT IT IS AN EMERGENCY AND LEAVE YOUR TELEPHONE NUMBER. I WILL PROMPTLY RETURN YOUR CALL. IN THE EVENT THAT I DO NOT, GO TO NEAREST ER OR CALL 911.

TREATMENT OVERVIEW

The details of psychological treatment vary depending on the people, the problems, and the goals. Further, I use a variety of interventions, selected on a case by case basis. That said, psychological treatment generally involves three phases and being aware of them will provide you a useful perspective.

The first is the initial assessment phase. This includes initial meetings with you and, separately, your child. It concludes with a meeting where we review the diagnosis and treatment plan.

The second is the treatment phase. Treatment consists of a combination of individual sessions with your child, parental guidance counseling sessions with you, and family therapy sessions involving various combinations of family members.

The third is the termination phase. This includes a final meeting with you to establish the treatment has met its goals. It also includes final meetings with your child to formally end the treatment relationship.

Psychological treatment can have benefits and risks. The research clearly demonstrates that treatment helps most children, most of the time. That said, treatment sometimes does not work and, in a minority of cases, makes matters worse. We will work to avoid negative outcomes but I cannot guarantee what will come to be. We will discuss your questions about the treatment process as they arise and, if need be, we can arrange for a second opinion.

CONTACTING ME

I can be reached by telephone at 505-239-3635. You will almost always get my voicemail. Please leave a message as I do not respond to “Missed Calls.” I carry my telephone 24/7/365 and check voicemail as it arrives. For routine matters, I return calls within 24 hours. The exceptions being weekends (Friday – Sunday), holidays, and other time out of the office (for example, vacations and sick leave); here I will return your call on my next business day. My business days are Monday – Thursday and my hours are 9AM – 6PM. In case of emergencies, please say so in your message. I will then call right back. If I do not, call 911 or go to the nearest ER. If you need someone to help you do this, so be it.

You can text me at 505-239-3635. I respond to texts in the same manner as I do with telephone calls/voicemail (see above). This includes my response to emergency texts, though I prefer you call and leave voicemail.
You can email me at johnharlow@comcast.net. I respond to emails in the same manner as I do with telephone calls/voicemail (see above). The one difference regards emergencies. Please do not use this means to contact me during an emergency. This is because I only regularly check my email during my business hours.

Be advised I document all communications. For telephone calls and text messages, this is generally a note capturing the gist. For emails, I sometimes paraphrase the message but more often than not, I copy and paste the email into the record.

SCHEDULING

I generally schedule appointments Monday – Thursday, 9AM – 6PM and hold them on the hour for 45 - 60 minutes apiece. I generally schedule sessions on a weekly basis, adjusting the frequency as needed.

I do not charge a late cancelation fee but appreciate as much advance notice as possible. That said, a pattern of late cancelations might lead to a pause in the scheduling of future sessions, with no guarantee that the same time will be available.

I allow one No Show without consequence. In other words, I will hold your child's next regularly scheduled appointment unless I hear otherwise from you. Beyond that, I might remove your child from my regular schedule, with no guarantee that the same time will be available.

FEES AND PAYMENT

$130/hour for routine clinical work
$135/hour for the initial clinical session with the identified patient
$1500 retainer for forensic work, broken down as follows:
- $150/hour for routine work (e.g., preparation for deposition or testimony)
- $300/hour for work under oath (e.g., deposition, testimony)
I require the retainer in hand prior to starting my work
I require the retainer to be replenished before continuing my work
Late notice fee: $50/hour added to my routine work fee when too little notice is given
$.25/page for copying records
I prorate based on 5 minute blocks of time

All clinical fees, including copays, are due at point of service. Further, they are due in full. I do not allow for an accumulating balance. Such an outstanding balance might lead to a pause in the scheduling of future sessions, with no guarantee that the same time will be available in the future. I also do not split my fees. In other words, I do not provide a statement to one payer for part of the bill and another statement to another payer for the remainder. Any division of costs needs to be arranged outside of my office.

I accept cash, checks, as well as Master Card and Visa. Credit card information can be called in and it can be kept on file.

Some insurance policies do not cover all the services I consider necessary to good treatment, such as meetings with parents. Furthermore, most policies do not cover a range of services that are equally important, such as report writing and coordinating care with other professionals. I will review these services with you prior to delivering them and only charge for those we agree to. The payment arrangements for said services will be set on a case by case basis.
CONFIDENTIALITY

All the information I collect in the process of treating your child is confidential. I do not release it to anyone unless you and, in some cases, your child have permitted me to do so. In terms of storage, my paper records are contained in a locked filing cabinet stored in a locked room within a locked building. My digital records are currently kept on the computer system of a company called TherapyAppointment. These records are password protected, encrypted, and backed-up as per state of the art. There are exceptions to the general confidentiality rule and they are detailed in my Notice of Privacy Practices (see below).

HIPAA NOTICE OF PRIVACY PRACTICES

The Health Insurance Portability and Accountability Act (HIPAA) is a federal law that provides privacy protections and patient rights with regard to the use and disclosure of child’s Protected Health Information. HIPAA requires I provide you with this Notice of Privacy Practices.

The following definitions apply: “PHI” is protected health care information and it is the information in the Clinical Record that identifies your child; it is essentially everything in your child’s Clinical Record. The “Clinical Record” is essentially all of my written and digital records kept about my work with your child. “Use” applies to activities within my practice. “Disclosure” applies to activities outside my practice, such as releasing, transferring, or providing people access to your child’s PHI.

**Uses and Disclosures Requiring Consent:** With your written consent, I may use or disclose your child’s PHI for treatment, payment, and health care operations purposes. “Treatment” is when I provide, coordinate, or manage your child’s mental health care. One aspect of treatment is consultation with other mental health professionals. When I do this, I make every effort to avoid revealing the identity of my patients, focusing instead on the clinical issues. Further, the other professionals are legally bound to keep the information confidential. I document all consultations in your child’s Clinical Record. “Payment” is when I obtain reimbursement. For those of you using your health insurance, I have to provide your insurance company with portions of your child’s PHI such as diagnosis, treatment plans, summaries, and, sometimes, copies of your child’s Clinical Record. I will provide you with a copy of the information I submit, upon your written request. “Health Care Operations” are activities that relate to the performance and operation of my practice such as quality assessment and improvement activities as well as business audits. While the former does not apply to me as I am an independent practitioner, an example of the latter is when an insurance company site reviews my practice and examines my record keeping efforts.

You may revoke your consents at any time, provided you do so in writing. This does not apply to actions that I have already taken.

**Uses and Disclosures Requiring Authorization:** With your written authorization, I may disclose specific pieces of your child’s PHI to a specific person for a specific reason.

I will also obtain a written authorization before releasing your child’s Psychotherapy Notes. Psychotherapy Notes are writings about your child’s treatment that have been kept separate from the rest of your child’s Clinical Record. These notes are given a greater degree of protection than PHI. While the law requires that I inform you about Psychotherapy Notes, I generally do not use them in my practice.

You may revoke your authorizations at any time, provided you do so in writing. This does not apply to (1) authorized actions I have already taken; (2) if the authorization was obtained as a condition of obtaining insurance coverage; (3) if there are obligations imposed on me by your health insurer in
order to process or substantiate claims made under your policy and the law provides the insurer the
right to contest the claim under the policy; or (4) if you have not met your financial obligations to me.

**Uses and Disclosures Requiring No Consent or Authorization:** In the following situations, I can
disclose your child’s PHI without your, and your child’s, permission.

I am required to report known or suspected child abuse, neglect, or exploitation to (1) a local law
enforcement agency; (2) the Child Protective Services Division of the Department of Child, Youth and
Family Services in the county where the child resides; or (3) tribal law enforcement or social services
agencies for any Indian child residing on an Indian reservation.

I am required to report known or suspected abuse, neglect, or exploitation of an adult to the Adult
Protective Services Division of the Department of Child, Youth and Family Services.

If I think that a disclosure of confidential information is necessary to protect against a substantial and
imminent risk that your child will inflict serious harm on oneself or another person, then I have a duty
to report this information to the appropriate people who would address such a risk.

In the case of a lawsuit against me, I can disclose relevant information in order to defend myself.

If the New Mexico Board of Psychology is conducting an investigation of my practice, then I am
required to disclose my records upon receipt of a subpoena from the Board. There may be other
government agencies that request information for health oversight activities and I may be required to
release it to them.

Typically, if you, and/or your child, are involved in a legal proceeding and a request is made for my
records, such information is privileged under state law. The privilege does not apply when you are
being evaluated for a third party, where the evaluation is court-ordered, or a judge orders me to
disclose your child’s PHI.

**Patient's Rights and Therapist's Duties:** You have the following rights and I have the following duties.
In each case, you must submit your request in writing. Upon your written request, I will review the
details and proceed accordingly.

You have the right to request restrictions on certain uses and disclosures of your child’s PHI.
However, I am not required to agree to your restrictions.

You have the right to receive confidential communications of your child’s PHI by alternative means
and at alternative locations.

You have the right to inspect or obtain a copy (or both) of your child’s PHI for as long as the PHI is
maintained in my Clinical Record and billing records. Because these are professional records, they
can be misinterpreted by untrained readers. For this reason, I recommend that we review them
together or forward them to another mental health professional who can review them with you. I may
deny your access to your child’s PHI under certain circumstances. These include (1) when doing so
might involve danger to you, your child, or others and (2) when the information in question has been
confidentially supplied to me by others. You may have this decision reviewed. Children 14 years of
age and older legally control who has access to their PHI, including their parents. In this case, your
child would have to provide written authorization.

You have the right to request a written amendment of your child’s PHI for as long as your child’s PHI
is maintained in my Clinical Record. I may deny your request.
You have the right to receive an accounting of disclosures of your child’s PHI for which you have neither provided consent nor authorization.

You have the right to obtain a paper copy of this Notice, even if you have agreed to receive it electronically.

It is my legal duty to maintain the privacy of your child’s PHI and to provide you with a paper copy of this Notice. I reserve the right to change the privacy policies and practices described in this notice. If I revise my policies and procedures, I will provide you with an updated paper copy and keep one readily available in my office. I am required to abide by the terms in the most recent version of the Notice I have provided to you.

Complaints: If you are concerned that I have violated your child’s rights, or you disagree with a decision I have made about your access to your child’s records, you may send a written complaint to the Secretary of the U.S. Department of Health and Human Services.

Effective Date, Restrictions, and Changes to Privacy Policy: This notice will go into effect on January 1, 2016.

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