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## PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

This document (the Agreement) contains important information about our professional services and business policies. When you sign this document, it will also represent an agreement between you and your doctor. You may revoke this Agreement in writing at any time. That revocation will be binding on your doctor unless s/he has acted in reliance on it; if there are obligations imposed on your doctor by your health insurer to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

### PSYCHOLOGICAL SERVICES

Psychotherapy is a collaborative process where you and your doctor will work together on equal footing to achieve goals that you define. Therapy generally shows positive outcomes for individuals where there is a good relationship between a client and their doctor. To foster the best possible relationship, it is important you understand as much about the process before deciding to commit. There are many different methods your doctor 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 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, your doctor 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 your doctor. 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 our procedures, you and your doctor should discuss them whenever they arise. If your doubts persist, your doctor will be happy to help you set up a meeting with another mental health professional for a second opinion.

### TELEHEALTH

Telepsychology refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. Although there are benefits of telepsychology, there are some differences between in-person psychotherapy and telepsychology, as well as some risks.

- Risks
  - Privacy and Confidentiality. You may be asked to share personal information with the telehealth platform to create an account, such as your name, date of birth, location, and contact information. Your doctor carefully vets any telehealth platform to ensure your information is secured to the appropriate standards.
  - Technology. At times, you could have problems with your internet, video, or sound. If you have issues during a session, your doctor will follow the backup plan that you agree to prior to sessions.
  - Crisis Management. It may be difficult for your doctor to provide immediate support during an emergency or crisis. You and your doctor will develop a plan for emergencies or crises, such as choosing a local emergency contact, creating a communication plan, and making a list of local support, emergency, and crisis services.
- Benefits
  - Flexibility. You can attend therapy wherever is convenient for you.
  - Ease of Access. You can attend telehealth sessions without worrying about traveling, meaning you can schedule less time per session and can attend therapy during inclement weather or illness.
- Recommendations
  - Make sure that other people cannot hear your conversation or see your screen during sessions.
  - Do not use video or audio to record your session unless you ask your doctor for their permission in advance.
  - Make sure to let your doctor know if you are not in your usual location before starting any telehealth session.

We will decide together which kind of telepsychology service to use. The following web-based services are typically used: Doxy.me, Spruce, TherapyNotes Telehealth, or Google Meet, which are all HIPAA-compliant. You may have to have certain computer, tablet, or

cellular phone systems to use telepsychology services. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in telepsychology.

Your doctor will let you know if they decide that telepsychology is no longer the most appropriate form of treatment for you. We will discuss options of engaging in in-person counseling or referrals to another professional in your location who can provide appropriate services.

The telepsychology sessions shall not be recorded in any way unless agreed to in writing by mutual consent. Your doctor will maintain a record of our session in the same way that they maintain records of in-person sessions in accordance with Michelle H. Murata, PsyD LLC policy.

### **PROFESSIONAL AND OTHER FEES**

When your doctor is in-network, they have a contract with your insurance company. Your insurance plan may cover all or part of the cost of therapy. You are responsible for any part of this cost not covered by insurance, such as deductibles, copays, or coinsurance. You may also be responsible for any services not covered by your insurance.

When your doctor is out-of-network, they do not have a contract with your insurance company. You can still choose to see your doctor; however, all fees will be due at the time of your session to your doctor. Your doctor will tell you if they can help you file for reimbursement from your insurance company. If your insurance company decides that they will not reimburse you, you are still responsible for the full amount.

You may be required to pay for services and other fees. You will be provided with these costs prior to beginning therapy and should confirm with your insurance if part or all these fees may be covered.

- Our professional fees are \$198.00 for a 45-minute session and \$298.00 for a 60-minute session **plus** general excise tax. In addition to appointments, your doctor charges this amount for other professional services you may need, though your doctor will break down the hourly cost if s/he works for periods of less than one hour.
  - Other services include report writing, telephone conversations lasting longer than 10 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 him/her.
- If you become involved in legal proceedings that requires your doctor's participation, you will be expected to pay for all their professional time, including preparation and transportation costs, even if your doctor is called to testify by another party. Because of the difficulty of legal involvement, your doctor charges \$200.00 to \$350.00 plus general excise tax per hour for preparation and attendance at any legal proceeding.
- No-Show and Late Cancellation Fees: If you are unable to attend therapy, you must contact your doctor before your session. If you are unable to do so at least 24 hours in advance, you may be charged a late cancellation or no-show fee of \$35 each time it happens. Insurance does not cover these fees.

### **BILLING AND PAYMENTS**

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.

In order to streamline billing and minimize the possibility of financial matters intruding on the therapeutic relationship, you agree to place a currently valid credit card on file with Michelle H. Murata, PsyD LLC and authorize Michelle H. Murata, PsyD LLC to make appropriate charges on that card for services rendered on or shortly after the date of service. If you choose a different form of payment, you will present cash or another valid credit card prior to my session. It is your responsibility to keep this information up to date, including providing new information if the card information changes or the account has insufficient funds to cover these charges.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, your doctor has 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 disclosure of otherwise confidential information. In most collection situations, the only information the doctor releases 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.

## **CONTACTING YOUR DOCTOR**

Due to your doctor's work schedule, your doctor is often not immediately available by telephone. Your doctor will make every effort to return your message within 48 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform your doctor of times when you will be available. If you have a crisis, contact the *Crisis Line at 832-3100, dial 911 or go to the nearest emergency room*. If your doctor will be unavailable for an extended time, they will provide you with the name of a colleague to contact, if necessary.

- You decide how to communicate with your doctor outside of your sessions. You have several options:
  - Texting/Email
    - Texting and email are not secure methods of communication and should not be used to communicate personal information. You may choose to receive appointment reminders via text message or email. You should carefully consider who may have access to your text messages or emails before choosing to communicate via either method.
    - Secure communications are the best way to communicate personal information, though no method is entirely without risk. Your doctor will discuss options available to you. If you decide to be contacted via non-secure methods, your doctor will document this in your record.
  - Social Media/Websites
    - If you try to communicate with your doctor via social media/reviews or websites, they will not respond. This includes any form of friend or contact request, @mention, direct message, wall post, and so on. This is to protect your confidentiality and ensure appropriate boundaries in therapy.
    - Your doctor may publish content on various social media websites or blogs. There is no expectation that you will follow, comment on, or otherwise engage with any content. If you do choose to follow your doctor on any platform, they will not follow you back.
    - If you see your Doctor on any form of review website, it is not a solicitation for a review. Many such sites scrape business listings and may automatically include your doctor. If you choose to leave a review of your doctor on any website, they will not respond. While you are always free to express yourself in the manner you choose, please be aware of the potential impact on your confidentiality prior to leaving a review. It is often impossible to remove reviews later, and some sites aggregate reviews from several platforms leading to your review appearing other places without your knowledge.

## **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a psychologist. In most situations, your doctor 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 written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- Your doctor may speak to other healthcare doctors involved in your care.
- Your doctor may speak to emergency personnel.
- If you report that another healthcare doctor is engaging in inappropriate behavior, your doctor may be required to report this information to the appropriate licensing board. Your doctor will discuss making this report with you first and will only share the minimum information needed while making a report.
- If your doctor must share your personal information without getting your permission first, they will only share the minimum information needed. There are a few times that your doctor may not keep your personal information confidential.
  - If your doctor believes there is a specific, credible threat of harm to someone else, they may be required by law or may make their own decision about whether to warn the other person and notify law enforcement. The term specific, credible threat is defined by state law. Your doctor can explain more if you have questions.
  - If your doctor has reason to believe a minor or elderly individual is a victim of abuse or neglect, they are required by law to contact the appropriate authorities.
  - If your doctor believes that you are at imminent risk of harming yourself, they may contact law enforcement or other crisis services. However, before contacting emergency or crisis services, your doctor will work with you to discuss other options to keep you safe.

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 your doctor is not an attorney. In situations where specific advice is required, formal legal advice may be needed.

**PROFESSIONAL RECORDS**

Your doctor is required to keep records about your treatment. These records help ensure the quality and continuity of your care, as well as provide evidence that the services you receive meet the appropriate standards of care. 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 s/he receives from other doctors, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Your records are maintained in an electronic health record provided by TherapyNotes. TherapyNotes has several safety features to protect your personal information, including advanced encryption techniques to make your personal information difficult to decode, firewalls to prevent unauthorized access, and a team of professionals monitoring the system for suspicious activity. TherapyNotes keeps records of all logins and actions within the system. Except in unusual circumstances that involve danger to yourself and others or makes reference to another person (unless such other person is a health care doctor) and your doctor believes that access is reasonably likely to cause substantial harm to such other person, you may examine and/or receive a copy 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, your doctor recommends that you initially review them in his/her presence or have them forwarded to another mental health professional so you can discuss the contents. In most situations, your doctor is allowed to charge a copying fee of \$1.00 per page (and for certain other expenses).

**COMPLAINTS**

If you feel your doctor has engaged in improper or unethical behavior, you can talk to them, or you may contact the licensing board that issued your doctor's license, your insurance company (if applicable), or the US Department of Health and Human Services.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date