

***Disclosure Statement and Conditions of Treatment***

with BRUCE J RUTTENBURG, PH.D., LLC

Licensed Psychologist # 1674

**This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them. When you sign this document, it will represent an agreement between us.**

**PSYCHOLOGICAL SERVICES:** Psychotherapy varies depending on the the particular problems you bring forward as well as your strengths and level of commitment, my clinical knowledge, skills and techniques, and each of our personalities. There are many different methods I may use to deal with the problems that you hope to address. Successful psychotherapy calls for a very active effort on your part. You will be expected 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. Benefits of psychotherapy may include, as examples, developing solutions to specific problems, aligning one's actions with one's values, and an increased capacity to be resilient to stressful situations. But there are no guarantees.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan will follow. Successful psychotherapy is collaborative. Therapy involves a large commitment of time, money, and energy, so I encourage you to be thoughtful and discriminating about the therapist you select. You may need several sessions before you know whether you feel comfortable working with me. I encourage you to be direct and forthcoming with me regarding any doubts, preferences or needs regarding your treatment. I invite you to ask if have questions about my procedures or recommendations. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion or referral. I understand that I am not as "good fit" for everyone, just as I acknowledge that I have limits on what problems I help treat. If after the evaluation I believe I am not able to provide you with the services you need I will let you know, and I will offer you referrals to others who I think would better serve you.

**Examples of Disclosures for Treatment, Payment and Health Operations:** *I will use your health information for treatment.* I make handwritten and/or computer notes of my initial assessment and all subsequent visits. Issues of confidentiality and HIPAA also apply to those with whom I contract for services such as TherapyNotes (the cloud-based electronic medical record service provider I use) and Colibri Billing (with whom I've contracted). Note records cannot usually be released without consent; and typically completion of a signed release by the patient.

*Your health information may be used for payment.* For example: A bill may be sent to you or a third-party payer. That information will also be in the possession of the Colibri Billing to act on my behalf. The information on or accompanying the bill may include information that identifies you, as well as your diagnosis, and a procedure code indicating either "mental health assessment" or "psychotherapy".

**Treatment Plans:** *Insurance typically requires a patient be diagnosed with a "medically necessary" condition for payment of service.* Some insurance plans require completion of written treatment plans including history, diagnosis, problem list and plan of treatment, and authorization of visits. I will generally complete these in your presence unless instructed otherwise. I will assume unless otherwise instructed that you want me to complete treatment plans when due in order to authorize payment for your care through your insurance plan. Once it has been sent, *I have no control over what your insurance company does with the information I send them. You may contact your insurance company to inquire about how they manage their records.*

**Confidentiality:** Communication between the patient (person or persons identified as receiving treatment services), and the psychologist is privileged. This information is also protected by the federal HIPAA laws. This means, what is shared between the psychologist and patient is confidential, and subsequent records regarding patients are confidential, with the following possible exceptions:

1. Abuse of a child or elder. Abuse can be sexual, physical or emotional involving a child (someone under the age of 18, or in some case between children who are three or more years apart in age), or someone 65 or older may be reported to the authorities and intended victim(s).
2. A serious threat to harm oneself or another, or crime/behavior that is likely to result in serious danger may be reported to the authorities and intended victim(s).
3. Public health: As required by law, I may disclose your health information to public health or legal authorities charged with preventing or controlling disease, injury, or disability. Patients who are HIV positive and are involved in unprotected sex or sharing of needles will be reported to the County Health Officer.
4. In event of a patient's death, the records may be released to the beneficiary.
5. A court order. A psychologist can be subpoenaed and required to appear in court with records. He/she may share records and talk about a case if a release is signed by the patient (or legal guardian in some cases). If there is not a written, valid release, the psychologist may claim privilege, at which time the judge will determine whether to honor the privileged communication or instruct the psychologist to release the records and require the psychologist to testify.
6. To a primary care practitioner or other medical provider if the patient's health is threatened or in case of a medical emergency. It should be noted that the new HIPAA laws do not require consent by the patient for medical providers to share information. However, unless it is an emergency situation, it is my policy to obtain your consent.
7. In defense if a complaint is filed with Oregon Board of Psychologist Examiners or legal action regarding services.
8. In the state of Oregon, non-custodial parents may have the right to their child's treatment records.
9. When working with a child whose parents are divorced. Anything one parent shares with me may be shared with the other parent when I believe this information is clinically appropriate to share. Often there is information I do not believe is helpful to share. My goal is to be an advocate for your child rather than one parent or the other.
10. Others, e.g. Patriot Act.

In the above situations, sharing of unauthorized information by the psychologist with the appropriate agency does not constitute a violation of confidentiality. The main avenue for releasing information is by the patients or legal guardian signing a release that allows the psychologist to communicate with others.

1. Parents of a child under 14 years of age are entitled to any information the psychologist may gain with the said child. However, a pre-treatment agreement of confidentiality between the psychologist and parent(s) of the child will allow the psychologist to withhold information gained from the child during therapy. Information would be withheld to assist in the therapeutic process.
2. My role is to advocate for your child when working with a child whose parents are or in the process of divorce or separation. It is in the best interest of my work with a child that I avoid being caught between parents with opposing agendas. *Do not expect me to keep secrets between parents.* My role is to operate as a therapist, not to evaluate custody. *Non custodial parents may have rights to the treatment record.* If you are a divorced parent with a minor child, the child's other parent, even if not involved in the therapy (custodial or not), may have access to all information in the record.

**Couples Therapy:** Both parties are my patients when the relationship is the focus of treatment, and both will be required to sign consents to treatment and any authorizations to release information. Both are responsible for payment for services. Insurance policies usually do not allow for couples work with the focus on the relationship. I may not keep secrets. This means, anything one party shares with me I may share with the other party if I believe it clinically relevant. Once I have worked with a couple, I will not see either for individual therapy unless there are unique circumstances in which I believe this is in the best interest of both parties. In the case of couples therapy, if there is a divorce, I will not release information

without written consent by both parties. A judge also has the power to mandate disclosure of privileged information.

In some situations, one party in the relationship has a medically necessary billable diagnosis and it is reasonable to address that problem with the spouse or partner present, and your insurance provider allows for billing for that service. In those situations, though both participate in treatment it is not the relationship that is the focus of the therapy. The “identified patient” has all the rights (such as confidentiality and decision-making with regards to the record) that the other does not have.

**Clinical consultation to improve quality of care.** I have mental health colleagues with whom I consult on a regular basis. Should I discuss your case, identifying information is not shared. Regular consultation allows me to gain different perspectives regarding treatment approaches that might be helpful in our work. The consultant is 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.

**Sessions are typically 45 minutes.** Your appointment is time especially set aside for you. *24-hour notice of cancelation allows me the opportunity to offer your time to another patient. Cancelations made less than 24 hours before an appointment or not showing up for an appointment will result in a \$50 charge due at the time of the next session. Insurance companies won't pay for missed sessions or late cancellation charges.*

**Fee Schedule:** The first session is called an intake and is billed at \$250. Subsequent therapy sessions are \$165 for 45 minutes for individual therapy and \$175 for 50 minute couples therapy. 30-minute psychotherapy sessions are \$125. Though you are responsible for payment, my office will bill your insurance company. I am contracted with Colibri Billing and will provide you with their contact information. Sara from Colibri Billing may contact you on my behalf related to a billing issue. You can contact her if you have a question related to your bill. My office uses electronic billing to insurance providers.

**Responsible Party:** I will send the monthly billing statement to one household or one responsible party only. If two or more people from different households share financial responsibility for a patient's medical expenses, I will bill only the one who signed the intake forms accepting financial responsibility. If someone other than that person wishes to be the responsible party, he or she can fill out and sign intake forms, after which responsibility for the account can be transferred. Ultimately, if you do not pay as agreed, your account may be turned over to an attorney or a collection agency for collection and you will be held responsible for any legal or collection costs incurred.

**Insurance:** I or Colibri Billing will bill your insurance company as a courtesy to you and will follow up with them to assist in getting reimbursement for services. However, you are responsible to check with your insurance company regarding your coverage and to track this coverage as treatment progresses. Some things to keep in mind are: Are you currently covered? Am I a provider whose services are paid under this plan? What is your annual deductible? What is the percent of coverage or your co-payment? What is the maximum benefit for outpatient mental health coverage? *Remember: You are responsible for the entire bill whether the insurance pays or not.*

If you do not want my office to bill please let me know. **I offer have a limited capacity for a sliding scale fee for patients who choose to pay for their services rather than use their insurance and evidence financial hardship.** Some patients choose to pay “out of pocket” (rather than use insurance) to protect their privacy and/or for psychotherapy not intended to treat a “medically necessary” condition. Couples therapy is just one example. Some patients complete treatment for a “medically necessary” condition or diagnosis and want long-term treatment because they believe it to be beneficial, but their insurance provider doesn't offer that as a covered benefit. Please let me know if prefer to pay “out of pocket” for your psychotherapy rather than use your insurance. Payment in full is due at the time the service is provided.

**After-Hour Coverage for Crisis Concerns:** I, or a colleague, will be available 24 hours a day 7 days a week for crisis calls. My phone message will provide instructions of how to contact me in the case of a crisis after-hours. I check for messages frequently during my work-day, but do not interrupt sessions to take calls. Crisis calls will be billed at \$40 for each 10-minute increment with a \$40 minimum. Insurance companies will not pay for crisis calls. My goal is to be available to you; however, it is important that you only use this service in true crisis situations. The goal is for our work to be contained within our sessions. In the unlikely event you cannot reach me in a timely manner and you are under the care of a psychiatrist, please contact your psychiatrist or his/her on-call or after-hours service. **You should call 9-1-1 or proceed to the nearest emergency room if you are experiencing a life or death emergency.**

**Legal Proceedings:** Patients entering treatment are agreeing to not involve me in adversarial legal/court proceedings or attempt to obtain records of treatment for legal/court proceedings. This prevents misuse of your treatment for legal objectives. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time even if I am called to testify by another party. Payment is due prior to my court appearance. My legal hourly fee is \$275. Professional time includes the entire court process, including but not limited to, consultation with attorneys, travel time, waiting to testify, preparing written briefs and actual testimony. Court proceedings often require me to be available for a half-day or whole day to testify. You will be charged at the above hourly rate for the half or full day that I am asked to reserve for your legal proceeding.

**Patient Records** The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of the records, unless I believe that seeing them would be emotionally damaging. In that case, I will send them to a mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you feel you need to read them then I recommend that you review them in my presence so that we can discuss the contents. Patients will be charged for time spent in preparing information requests.

**HIPAA Notice of Policies and Practices** I am committed to preserving the privacy of your personal health information. Additionally, I am required by Federal law (Health Insurance Portability and Accountability Act, known as HIPAA) and by State law to protect the privacy of your personal information and to give you a Notice that describes (1) how clinical information about you may be used and disclosed and (2) how you can get access to this information. Please ask for a copy of the *HIPAA Notice of Policies and Practices* should you wish to have a complete copy for your records. You may also find a copy of HIPAA policies in the waiting room.

I reserve the right to change my practices and to make the new provisions effective for all protected health information I maintain. Should my information practices change, it will be posted prominently in my waiting room.

**CONTRACT with BRUCE J RUTTENBURG, PH.D., LLC**

\_\_\_\_\_ I have read and/or had explained to my satisfaction the information in this contract and give consent for treatment for myself and/or family members under these conditions.

\_\_\_\_\_ I understand the rights and limitations of confidential information.

\_\_\_\_\_ I understand Dr. Ruttenburg provides therapy and consultation services. **I will not involve him in legal proceedings or ask for legal testimony.**

\_\_\_\_\_ If using insurance for payment of services, I hereby give permission for the office of Bruce J Ruttenburg, Ph.D., LLC to furnish information to my insurance companies concerning me, or my child's psychological treatment. This may include, but is not limited to diagnosis, treatment plan, treatment progress and notes.

\_\_\_\_\_ **I understand it is my responsibility to cancel appointments 24 hours in advance and there will be an automatic charge of \$50 for late cancellations or missed appointments. Insurance companies will not pay for missed appointments or late cancellation fees.** Exceptions will be made in the case of dangerous road conditions or sudden illness or other "acts of God". Please note that I do not charge a late fee IF I fill your scheduled time slot with another patient.

\_\_\_\_\_ **I understand and take full responsibility for all payment for services.** Any problems with my insurance provider not paying for services as I expected is my problem not Dr. Ruttenburg's or his billing service's problem. Dr. Ruttenburg and/or his billing services may try to help me work through my problem but that does not imply that he nor the billing service is in any way responsible for solving or accepting responsibility for any insurance-related problem. Delinquent accounts may be turned over to a collection agency.

\_\_\_\_\_ HIPAA information has been reviewed and I have received a copy.

\_\_\_\_\_ I understand it is my right to ask questions and make comments regarding treatment, appointments, billing or other issues.

\_\_\_\_\_ I understand Dr. Ruttenburg encourages all questions, comments and feedback.

\_\_\_\_\_  
Signature patient or legal guardian Date

\_\_\_\_\_  
Signature patient or legal guardian Date

\_\_\_\_\_  
Print Name of Patient(s)

\_\_\_\_\_  
BRUCE J RUTTENBURG, PH.D., LLC Date