

DR. GINA MADRIGRANO

Clinical and Forensic Psychologist
98, CentrepoinTE Drive
Ottawa, ON, K2G 6B1

T: (613) 228-1174 ext. 25

F: (613) 228-2756

Email: dr.madrigrano@me.com

Web: www.drmadrigrano.com

Ontario Licensed Psychologist (CPO#3705)

Quebec Licensed Psychologist (OPQ# 08193-98)

PSYCHOLOGIST-CLIENT SERVICE AGREEMENT

Welcome to my practice. This Agreement contains important information about my professional services and business policies. It also contains summary information about the Personal Health Information Protection Act, 2004 (PHIPA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Personal Health Information (PHI) used for the purpose of treatment, payment, and health care operations. PHIPA requires that I provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment and health care operations. Although I do not accept payment from insurance companies and I am not on any managed health care plans, my practice is in general accordance with PHIPA policies. 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. 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 or if you have not satisfied any financial obligations you have incurred.

WHAT IS PERSONAL HEALTH INFORMATION?

Personal health information is information about an identifiable individual. Personal health information includes information that relates to an individual's *personal characteristics* (e.g., gender, age, income, home address or phone number, ethnic background, family status), their *activities and views* (e.g., religion, politics, opinions expressed by an individual, an opinion or evaluation of an individual) and/or their *health* (e.g., physical or mental health, family health history, health services received by them, health care provider). Personal health information is different from business information such as an individual's business address and telephone number, which is not protected by privacy legislation.

I COLLECT PERSONAL HEALTH INFORMATION

Like all psychologists, I collect, use and disclose information in order to serve my clients. The primary purpose for collecting personal health information is to provide psychological assessment, therapy

and/or consulting services. Like most psychologists, I also collect, use and disclose information for purposes related to or secondary to my primary purpose. The most common examples are as follows:

- Psychologists are regulated by the College of Psychologists of Ontario who may inspect my records and interview me as part of their regulatory activities in the public interest.
- In addition, as a professional, I will report serious misconduct, incompetence or incapacity of other practitioners, whether they belong to other organizations or my own.
- The clients I deal with may have questions about the services I provide after the services have been received. I retain client information to enable me to respond to any questions that the client or parent/guardian may have.
- To invoice clients for service that was not paid for at the time, to process credit card payments or to collect unpaid accounts.

PSYCHOLOGICAL SERVICES

Therapy is a relationship between people that works in part because of the clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to create change. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to know about. There are also legal limitations to those rights that you should be aware of. I, as your therapist, have corresponding responsibilities to you. These respective rights are described in the following section.

Psychotherapy has both benefits and risks. Risks sometimes include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness. Psychotherapy often requires discussing unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress, and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things that we discuss outside of sessions.

The first few sessions will involve a comprehensive evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work may include. At that point, we will discuss your treatment goals and create a personalized, initial treatment plan, if you decide to continue. You should evaluate this information as well as your own assessment about 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.

APPOINTMENTS

I normally conduct an evaluation that will last one to several sessions (called Intake). During this time, we can decide if I am the best person to provide the services you need in order to meet your treatment goals. Generally, individual psychotherapy sessions are 45-50 minutes in duration. For family psychotherapy, I

will usually schedule one 60-minute session per week at a time we agree on, although some sessions may be longer or more frequent.

The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, it is required that you provide at least 48 hours notice. If you miss a session without canceling, or cancel with less than 48 hours notice, you must pay for the missed session, unless you reschedule it within the same week. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. In addition, you are responsible for coming to your session on time and at the time scheduled. If you are late, your appointment will still need to end on time.

PROFESSIONAL FEES

The standard hourly rate for individual psychotherapy, which generally lasts 45-50 minutes, is \$ _____ , and \$ _____ for the Intake sessions. A detailed fee schedule will be provided to you on the phone before our first meeting. A printed fee schedule will be attached to this agreement. It is customary to pay for sessions at the beginning or end of each session.

In addition to weekly appointments, it is my practice to charge this amount on a prorated basis for other professional services that you may require such as report writing, record review, telephone conversations with other professionals or family members, attendance at meetings or consultations with other professionals which you have requested, or the time required to perform any other service which you may request of me.

If you become involved in a legal matter that requires my participation (although it is recommended that we discuss this fully before you waive your right to confidentiality), you will be expected to pay for the professional time required even if I am compelled to testify by another party. We will discuss beforehand all fees involved and the waiver of confidentiality.

Any overdue bills will be charged 2% interest per month (26.83%). If you refuse to pay your debt, I reserve the right to use an attorney or collection agency in order to secure payment.

INSURANCE

My payment policy is fee-for-service only. Regrettably, I do not accept payment directly from insurance companies and therefore I am not on any managed care or preferred provider plans. However, my services are typically reimbursable and I will provide you with a statement that you may submit to your insurance to obtain reimbursement.

Insurance companies sometimes require a formal diagnosis with their claims which are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from books entitled the DSM-V.

PROFESSIONAL RECORDS

I am required to keep appropriate records of the psychological services that I provide. Although psychotherapy often includes discussions of sensitive and private information, normally very brief records

are kept noting that you have been here, what was done in session, and a general mention of the topics discussed. You have the right to request that a copy of your medical record and to request that a copy be made available to any other health care provider at your written request. Your records are maintained in a secure location.

PROTECTING PERSONAL INFORMATION

I understand the importance of protecting personal information. For that reason, I have taken the following steps:

- Paper information is kept either under supervision or secured in a locked or restricted area (e.g., locked automobile during transportation to/ from my office and home office locations);
- Electronic hardware is kept either under supervision or secured in a locked or restricted area. In addition, passwords and encryption software are used on all electronic files;
- I will collect, use and disclose personal information only as necessary to fulfill my duties and in accordance with my privacy policy.

RETENTION AND DESTRUCTION OF PERSONAL INFORMATION

I need to retain information for some time to ensure that I can answer any questions you might have about the services provided and for my own accountability to external regulatory bodies. However, I do not want to keep personal information too long in order to protect your privacy.

I keep client files for ten years or, if my client is under the age of eighteen, ten years past their eighteenth birthday. I destroy paper files containing personal information by shredding. I destroy electronic information by deleting it and, when the hardware is discarded, I ensure that the hard drive is physically destroyed.

YOU CAN LOOK AT YOUR INFORMATION

With only a few exceptions, you have the right to see what personal information I hold about you/your child. Often all you have to do is ask. I can help you identify what records I may have. I will also try to help you understand any information you do not understand (e.g., acronyms, technical language, etc.). I will need to confirm your identity, if I do not recognize you, before providing you with this access. I reserve the right to charge a nominal fee for such requests. Part V of the Personal Health Information Protection Act (PHIPA), which contains the Access and Correction provisions, does *not* apply to all records containing the following types of information:

- Personal health information collected or created for the purpose of complying with the requirements of a quality assurance program within the meaning of the Health Professions Procedural Code under the Regulated Health Professions Act, 1991;
- Raw data from standardized psychological tests or assessments.

If there is a problem, I ask that you put it in writing. If I cannot give you access I will tell you the reason, as best I can, as to why I cannot give you access (within 30 days if possible). If you believe there is a mistake in the information, you have the right to ask for it to be corrected. This applies to factual information but not to any professional opinions I may have formed. I may ask you to provide documentation that my files are wrong. Where I agree that I have made a mistake, I will make the correction and notify anyone to whom you have given written permission for this information to be sent to. If I do not agree that I have made a mistake, I will still agree to include in my file a brief statement from you on the point and I will forward that statement to anyone else who received the earlier information (based on your written permission to forward the information).

CONFIDENTIALITY

The confidentiality of all communications between a client and a psychologist is generally protected by law and I, as your therapist, cannot and will not tell anyone else what you have discussed or even that you are in therapy without your written permission. 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 PHIPA. With the exception of certain specific situations described below, you have the right to confidentiality of your therapy. You, on the other hand, may request that information is shared with whomever you choose and you may revoke that permission in writing at any time.

If you participate in marital or family therapy, I will not disclose confidential information about your treatment unless all person(s) who participated in the treatment with you provide their written authorization to release said information. This therapy is unique in that it considers the couple or the family as the entity in therapy, not the individuals. All communications made in family sessions will be held in strict confidence unless you provide written permission as stated above to release information about your treatment.

If results are to be shared with someone other than the client or the parents/guardians of a child under the age of sixteen, I will need written consent to do so. Although specific session details will not, in general, be discussed with parents/guardians when a client is under the age of sixteen, if I feel that there is important information that needs to be brought to a parent/guardian's attention I will encourage the client to share this information with them.

There are, however, several exceptions in which I am legally bound to take action even though that requires revealing some information about a client's treatment. If at all possible, I will make every attempt to inform you when these will have to be put into effect. The legal exceptions to confidentiality include, but are not limited, to the following:

1. If there is good reason to believe you are threatening serious bodily harm to yourself or others. If I believe a client is threatening serious bodily harm to another, I may be required to take protective actions, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization. If a client threatens harm to him/herself or another, I may be required

to seek hospitalization for the client, or to contact family members or others who can provide protection.

2. If there is good reason to suspect, or evidence of, abuse and/or neglect toward children, the elderly or disabled persons. In such a situation, I am required by law to file a report with the appropriate agency.
3. If an individual discloses that he/she has been abused by another health professional, a report must be filed with the health professional's College of Registration.
4. In response to a court order or where otherwise required by law.
5. To the extent necessary, to make a claim on a delinquent account via a collection agency.
6. To the extent necessary for emergency medical care to be rendered.

Finally, there are times when I find it beneficial to consult with colleagues as part of my practice for mutual professional consultation. Your name and unique identifying characteristics will not be disclosed. The consultant is also legally bound to keep the information confidential.

CONTACTING ME

Telephone consultations between office visits are sometimes necessary. However, I will attempt to keep those contacts brief due to my belief that important issues are better addressed within regularly scheduled sessions. In general, I am often not immediately available by telephone. While I am usually in the office three days a week, I do not answer the phone when I am with a client.

If you need to reach me between sessions, or in an emergency, you have the right to a timely response. You may leave a message on my confidential voicemail at any time and your call will be returned as soon as possible or by the next business day under normal circumstances, or you may choose to write me an email. If you want a quick response I recommend you speak with the office administrator by dialing "0" directly. I usually take my messages on the days that I am at the office (Tuesdays, Thursdays and Fridays 10:00 to 14:00 and Tuesdays and Thursdays 17:00 to 19:30). I do not check my messages outside of my work hours or on weekends, but I do check my emails. If, for any number of unseen reasons, you do not hear from me or I am unable to reach you, it remains your responsibility to take care of yourself until such time as we can talk. If you feel unable to keep yourself safe, go to your nearest emergency room and ask to speak to the psychiatrist or psychologist on call. I will make every attempt to inform you in advance of any planned absences and provide you with a name and phone number of the therapist covering the practice.

Please be advised that you may email me for scheduling and administrative issues. Please do not email me with content related to your therapy sessions as email may not always be confidential and secure. Also, email communications may become part of your clinical record. I do not accept friend or contact requests from current or former clients on any social networking sites (LinkedIn, Facebook, etc.) as I believe that can compromise your confidentiality and our respective privacy.

OTHER RIGHTS

If you are unhappy with what is happening in therapy, I hope you'll talk with me so that I can respond to your concerns. Such criticism will be taken seriously and with care and respect. You may also request that I refer you to another therapist and are free to end therapy at any time.

You have the right to considerate, safe, and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspect of the therapy and about my specific training and experience. You have the right to expect that I will not have social or sexual relationships with clients or with former clients.

Given that I work as the sole person within my private business, I act as my own Information Officer. Thus, I will attempt to answer any questions or concerns you might have.

If you wish to make a formal complaint about my privacy practices, you may make it in writing to me. I will acknowledge receipt of your complaint; ensure that it is investigated promptly and that you are provided with a formal decision and reasons in writing. If you have a concern about the professionalism or competence of my services or my mental or physical capacity as a professional, I would ask that you discuss those concerns with me. However, if I cannot satisfy your concerns, you are entitled to complain to my regulatory body:

College of Psychologists of Ontario
110 Eglinton Avenue West, Suite 500, Toronto, Ontario M4R 1A3
1-416-961-8817 1-800-489-8388
Email cpo@cpo.on.ca Website www.cpo.on.ca

This policy is made in accordance to guidelines set out under the Personal Information Protection and Electronic Documents Act (PIPEDA) and the Personal Health Information Protection Act (PHIPA). These are complex Acts and provide some additional exceptions to the privacy principles that are too detailed to set out here. There are some rare exceptions to the commitments set out above. For more general inquiries, the Information and Privacy Commissioner oversees the administration of the privacy legislation in the private sector. The Commissioner also acts as a kind of ombudsman for privacy disputes. The Information and Privacy Commissioner can be reached at:

112 Kent Street, Ottawa, Ontario K1A 1H3
613-995-8210 / 1-800-282-1376 / FAX: 613-947-6850 / TTY: 613-992-9190
www.priv.gc.ca

For questions about the Personal Health Information Protection Act, 2004, email:
healthprivacy@moh.gov.on.ca