

# CHART COPY

Lawrence M. Raines, III, M.D.  
Agreement For Psychaitric-Medical Services

## OFFICE POLICIES & GENERAL INFORMATION: AGREEMENT FOR PSYCHIATRIC-MEDICAL SERVICES

**LAWRENCE M. RAINES, III, MD**

**Adult and Addiction Psychiatry**

Maynard Professional Office Center

1220 S.E. Maynard Road, Suite 204

Cary, North Carolina 27511-6944

TELEPHONE: (919) 462-1558

FAX: 888-804-9673

### **TELEPHONE (ROUTINE), ON-CALL, & EMERGENCY PROCEDURES:**

If you need to contact Dr. Raines for routine matters between sessions, please leave a message with your call-back telephone number on the voice mail at the main telephone number: **(919) 462-1558**. *Your call will be returned as soon as possible. If your call is non-emergent, it may be the next business day before I reach you.*

*After 5:00 pm weekdays and on weekends, this number's message gives Dr. Raines' pager to call for true emergencies and/or urgent matters that cannot wait until the next business day.*

**\*\*\*If an emergency situation arises, indicate it clearly in your message\*\*\***

If you need to talk to someone immediately at any time prior to reaching Dr. Raines, please call:

1) **Emergency Services:..... 911**

**DO NOT use Texting, E-mail or Faxes for emergencies.**

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**Confidentiality:** All information disclosed within sessions and within the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (the patient's) written permission, except where disclosure is required by law.

**When Disclosure Is Required By Law:** Some of the circumstances where disclosure is required by the law are: 1) where there is a reasonable suspicion of child, dependent person or elder abuse or neglect; 2) where a patient presents a danger to self, to others, to property, or 3) is gravely disabled and requires emergency care with the assumption that the patient would want needed treatment or 4) when patient's family members communicate to Dr. Raines that the patient presents a true, imminent danger to self or others.

**When Disclosure May Be Required:** Disclosure may be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation that you initiated, then the defendant may have the right to obtain the psychotherapy/psychiatric/medical records and/or testimony by Dr. Raines. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Dr. Raines will use his clinical judgment when revealing such information. Dr. Raines will not release records to any outside party unless he is authorized to do so by all adult family members who were part of the treatment.

**Clinical Emergencies:** If there is an emergency during our work together, or in the future after termination where Dr. Raines becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric/medical care, he will do whatever he can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, he may communicate with the emergency contact person whose name you have provided on the biographical sheet.

**Health Insurance & Confidentiality of Records:** Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you instruct Dr. Raines, only the minimum necessary information will be communicated to the carrier. Dr. Raines has no control or knowledge over what insurance companies do with the information that he submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into insurance companies' computers, and it may be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to break in's and unauthorized access. Medical data has been also reported to be legally accessed by enforcement and other agencies, which also places you in a vulnerable position.

**Litigation Limitation:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc..), that neither you (the patient) nor your attorney, nor anyone else acting on your behalf will call on Dr. Raines to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy/psychiatric/medical records be requested unless otherwise agreed upon.

**Professional Consultation:** Dr. Raines consults regularly with other mental health/medical professionals regarding his patients; however, patient's identity remains completely anonymous, and confidentiality is fully maintained.

**E-Mails, Texting, Cell phones, Computers and Faxes:** It is very important to be aware that computer, e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence may compromise the privacy and confidentiality of such communication. E-mails, in particular are vulnerable to such unauthorized access given that servers have unlimited and direct access to all e-mails that go through them. Additionally, Dr. Raines' standard e-mails are *not encrypted*. **Dr. Raines' can use of the secure HUSHMAIL email that can be encrypted to make it secure.** Faxes can easily be sent erroneously to the wrong address. Dr. Raines' computers are equipped with a firewall, a virus protection and a password, He also backs up all confidential information from his computers into backup drives on a regular basis. The drives are stored securely off-site. Please notify Dr. Raines if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell-phone or faxes. Please do not use E-mail or Faxes for emergencies.

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**Records and Your Right to Review Them:** Both the law and the standards of Dr. Raines' profession require that he keeps appropriate treatment records for at least seven (7) years. If you have concerns regarding the treatment records please discuss them with Dr. Raines. As a patient, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Dr. Raines determines that releasing such information might be harmful in any way. In such a case Dr. Raines will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, upon your request, Dr. Raines will release information to any agency/person you specify unless Dr. Raines determines that releasing such information might be harmful in any way. When more than one patient involved in treatment, such as in cases of couple and family therapy, Dr. Raines will release records only with the signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

**Payments for Treatment:** Standard psychiatric initial assessments carry a fee of **\$325.00**. After the initial assessment, patients are expected to pay the standard fee of **\$150.00 per 30 minute Psychopharmacologic Medication Management with brief counseling, \$200.00 per 50-60 minute Psychotherapy session** at the end of each session unless other arrangements have been made.

Given the added time and monitoring of BURPENORPHINE (SUBOXONE®) substance use disorder assessments, a fee of **\$400.00** is required for the initial assessment and induction. Further sessions are at the standard fees.

Scheduled telephone sessions, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the hourly rate (**\$200.00**), unless indicated and agreed upon otherwise. Please notify Dr. Raines if any problems arise during the course of therapy regarding your ability to make timely payments. Patients who carry insurance should remember that professional services are rendered and charged to the patients and *not to the insurance companies*. Unless agreed upon differently, Dr. Raines will provide you with a copy of your receipt at the end of each session, which you can then submit to your insurance company for reimbursement if you so choose. As was indicated in the section Health Insurance & Confidentiality of Records, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Dr. Raines can use legal or other means (courts, collection agencies, etc.) to obtain payment.

**Mediation and Arbitration:** All disputes arising out of or in relation to this agreement to provide psychotherapy/psychiatric/medical services shall first be referred to mediation, before, and as a per-condition of, the initiation of arbitration. The mediator shall be a neutral third-party chosen by agreement of Dr. Raines and patient(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Wake County, North Carolina in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Dr. Raines can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

**The Process of Treatment and Scope of Practice Considerations:** Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. Dr. Raines will ask for your feedback and views on your therapy, its progress and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc, or experiencing anxiety, depression, insomnia, etc. Dr. Raines may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing or relationships. Sometimes a decision that is positive for one family member may be viewed quite negatively by another family member. Change will sometimes be

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easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, Dr. Raines is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. *Dr. Raines provides neither custody evaluation recommendations nor legal advice, as these activities do not fall within his scope of practice.*

**Discussion of Treatment Plan:** Within a reasonable period of time after the initiation of treatment, Dr. Raines will discuss with you (the patient) his working understanding of the problem, treatment plan, therapeutic objectives and his view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Dr. Raines' expertise in employing them, or about the treatment plan, please ask and you will be answered to the best of Dr. Raines' ability. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that Dr. Raines does not provide, he has an ethical obligation to assist you in obtaining those treatments.

**Termination of Treatment/Referral:** As set forth above, after the first several meetings, Dr. Raines will assess if he can be of benefit to you and of course whether you feel comfortable moving forward with treatment. Dr. Raines does not accept patients who, in his opinion, he is not the right physician/therapist. In such a case, he will give you a number of referrals who you can contact. If at any point during psychotherapy Dr. Raines determines that he is not effective in helping you reach the therapeutic goals, he is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, he would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, Dr. Raines will talk to the psychotherapist/psychiatrist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Dr. Raines will assist you in finding someone qualified, and if he has your written consent, he will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, Dr. Raines will offer to provide you with names of other qualified professionals whose services you might prefer.

**Cancellation of a Session:** Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours (1 business day) notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. Naturally, your time is valuable as well; Dr. Raines will seek to give such notice as well if an emergency arises. Most insurance companies do not reimburse for missed sessions.

*I, the patient seeking treatment, certify that I have read the above agreement and understand and voluntarily agree to abide by the content. I have had the chance to ask Dr. Raines questions regarding any aspect of the above agreement.*

\_\_\_\_\_  
Patient Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
PRINTED PATIENT NAME

\_\_\_\_\_  
Lawrence M Raines III MD

Date: \_\_\_\_\_