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PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

Welcome to Inwood Family Guidance & Psychological Services, PLLC. This document (the Agreement) contains important information about Inwood Family Guidance & Psychological Services, PLLC (IFGPS) professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that IFGPS provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that IFGPS obtain your signature acknowledging that IFGPS has 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. We can discuss any questions you have about the procedures. 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 IFGPS unless IFGPS has taken action in reliance on it; if there are obligations imposed on IFGPS by your health insurer in order 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 not easily described in general statements. It varies depending on the personalities of the therapist and patient, and the particular problems you are experiencing. There are many different methods we 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 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. 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.

The first few sessions will involve an evaluation of your needs. By the end of the evaluation, your IFGPS therapist will be able to offer you some first impressions of what your 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 IFGPS therapist. 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 IFGPS procedures, please discuss them with your IFGPS therapist whenever they arise. If your doubts persist, your IFGPS therapist will be happy to help you set up a meeting with another mental health professional for a second opinion.

MEETINGS

The initial evaluation period will last from 2 to 4 sessions. During this time, you and your IFGPS therapist can both decide if s/he is the best person to provide the services you need in order to meet your treatment goals. Evaluation and treatment sessions are generally 45-minutes in duration and occur once a week at a mutually agreeable time, although some sessions may be longer or more frequent. **Once an appointment is scheduled, you will be responsible for the session fee unless you provide 2 business days advance notice of cancellation. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.** If it is possible, your IFGPS therapist will try to find another time to reschedule the appointment.

PROFESSIONAL FEES

IFGPS charges \$200.00 per session. If you become involved in legal proceedings that require your IFGPS therapist's participation, you must pay for all expenses and fees, including professional time, preparation and transportation, even if your IFGPS therapist is called to testify by another party, unless and until the other party pays. Because of the disruption to the practice and the difficulty of preparing for legal involvement, IFGPS charges \$250.00 per hour for preparation, travel, and attendance at any legal proceeding.

CONTACTING YOUR THERAPIST

Due to your IFGPS therapist's work schedule, s/he may not be immediately available by telephone. When unavailable, your IFGPS therapist's telephone is answered by a private voice mail that is monitored frequently. Your IFGPS therapist will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform your IFGPS therapist of some times when you will be available. If your IFGPS therapist will be unavailable for an extended time, s/he will provide you with the name of a colleague to contact, if necessary.

In emergencies, you can first try to reach your therapist at her/his office number. However, if you are unable to reach your therapist immediately, call 911 or go to the nearest emergency room and ask for the psychologist or psychiatrist on call. Please be sure to leave your therapist a message about the emergency.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, IFGPS 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:

- The IFGPS therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, the IFGPS therapist will make every effort to avoid revealing the identity of her/his patient. The other professionals are also legally bound to keep the information confidential. If the patient doesn't object, the IFGPS therapist will not tell the patient about these consultations unless s/he feels that it is important to their therapeutic work together. The IFGPS therapist will note all consultations in the patient's Clinical Record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient threatens to harm himself/herself, the IFGPS therapist may be obligated to seek hospitalization for said patient, or to contact family members or others who can help provide protection.

There are some situations where IFGPS is permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning the professional services that IFGPS provided you, such information is protected by the psychologist-patient privilege law. IFGPS cannot provide any information without your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, IFGPS may be required to provide it for them.
- If a patient files a complaint or lawsuit against IFGPS, IFGPS may disclose relevant information regarding that patient in order to defend IFGPS.
- If IFGPS is providing treatment for conditions directly related to worker's compensation claim, IFGPS may have to submit such records, upon appropriate request, to Chairman of the Worker's Compensation Board on such forms and at such times as the chairman may require.

There are some situations in which IFGPS is legally obligated to take actions, which IFGPS believes are necessary to attempt to protect others from harm, and IFGPS may have to reveal some information about a patient's treatment. These situations are unusual in this practice.

- If an IFGPS therapist receives information in a professional capacity from a child or the parents or guardian or other custodian of a child that gives him/her reasonable cause to suspect that a child is an abused or neglected child, the law requires that he/she report this to the appropriate governmental agency, usually the statewide central register of child abuse and maltreatment, or the local child protective services office. Once such a report is filed, s/he may be required to provide additional information.
- If a patient communicates an immediate threat of serious physical harm to an identifiable victim (self or other), a IFGPS therapist may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.

If such a situation arises, an IFGPS therapist will make every effort to fully discuss it with you before taking any action and will limit disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss with your therapist any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and your therapist is not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of this profession require that your IFGPS therapist keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others or where information has been supplied to your IFGPS therapist confidentially by others, 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, it is recommended that you initially review them in your therapist's presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, IFGPS is allowed to charge a copying fee of 50 cents per page (and for certain other expenses). If an IFGPS therapist refuses your request for access to your records, you have a right to a review, which your therapist will discuss with you upon request.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that your IFGPS therapist amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about IFGPS policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. Your IFGPS therapist is happy to discuss any of these rights with you.

MINORS & PARENTS

Patients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. Even where parental consent is given, children over age 12 may have the right to control access to their treatment records. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment, particularly with younger children. For children age 12 and over, IFGPS requests an agreement between the patient and his/her parents allowing the IFGPS therapist to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. Any other communication will require the child's verbal authorization, unless the IFGPS therapist feels that the child is in danger or is a danger to someone else, in which case, the IFGPS therapist will notify the parents of his/her concern. Before giving parents any information, the IFGPS therapist will discuss the matter with the child, if possible, and do his/her best to handle any objections said child may have.

BILLING AND PAYMENTS

All fees and expenses listed herein are due at the time of service unless otherwise agreed. Each late payment is subject to an additional charge of 1% per month (minimum of one month for any late payment). All expenses incurred to collect fees and expenses will be added to your account balance and require you to make payment within 10 days.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, IFGPS 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 IFGPS to disclose otherwise confidential information. If IFGPS is planning to hire a collection agency, IFGPS will inform you two weeks prior to doing so to provide you the opportunity to pay IFGPS the amount owed without having to involve a collection agency. In most collection situations, the only information IFGPS releases regarding a patient's treatment is his/her name, address, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

INSURANCE REIMBURSEMENT

In order to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. The IFGPS therapist will fill out forms and provide you with whatever assistance s/he can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of IFGPS fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, your IFGPS therapist will provide you with whatever information s/he can and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, your IFGPS therapist will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow your IFGPS therapist to provide services to you once your benefits end. If this is the case, your IFGPS therapist will do his/her best to find another provider who will help you continue your psychotherapy.

You should also be aware that your contract with your health insurance company requires that IFGPS provide it with information relevant to the services provided to you by an IFGPS therapist. Your IFGPS therapist is required to provide a clinical diagnosis and sometimes additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, your IFGPS therapist will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, IFGPS has no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. IFGPS will provide you with a copy of any report your IFGPS therapist submits, if you request it. By signing this Agreement, you agree that IFGPS can provide requested information to your carrier.

Once IFGPS has all of the information about your insurance coverage, you and your IFGPS therapist will discuss what you can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for IFGPS services yourself to avoid the problems described above.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE INFORMATION IN THIS DOCUMENT AND AGREE TO ABIDE BY ITS TERMS DURING OUR PROFESSIONAL RELATIONSHIP.

Name of Treating Clinician

Name of Patient receiving treatment

Signature of Patient

If applicable, Patient's Personal Representative Information:

Name

Signature

Description of Authority

Date

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