

PSYCHOTHERAPY SERVICES AGREEMENT

This document (the Agreement) contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we 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 we obtain your signature acknowledging that we have provided you with this information. 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 at that time. When you sign the signature page at the end of 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 us unless we have taken action in reliance on it; if there are obligations imposed on us 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.

Note that in this form, the terms psychotherapist, therapist, psychologist, social worker, counselor and mental health professional are used interchangeably. Similarly, the terms patient and client are used interchangeably.

PSYCHOLOGICAL SERVICES

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. Your therapist 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 therapy, remembering or talking about unpleasant events,

feelings, or thoughts can at times result in your experiencing uncomfortable feelings such as anger, sadness, worry, fear, etc. Your therapist may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that 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 is viewed quite negatively by another family member. Change will sometimes be 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, your therapist is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her assessment of what will best benefit you.

Initially we will focus on evaluating your needs. By the end of the evaluation, we will be able to offer you some impressions of what our work will include and a plan for treatment. If you have questions about the procedures employed by your psychotherapist, discuss them with your therapist whenever they arise. If your doubts persist, you always have the option of speaking with the Director or another staff member, or setting up a meeting with another mental health professional for a second opinion.

MEETINGS

Once psychotherapy has begun, we will usually schedule appointments every week or every other week, though this can vary depending on what issues you are working on and whether or not you are in crisis. A crisis may necessitate more frequent appointments. Sessions are typically 45-50 minutes in length at a time we agree on, although some sessions may be longer. Once an appointment hour is scheduled, you will be expected to pay the therapist's full fee unless you provide 24 hours advance notice of cancellation (unless we both agree that you were unable to attend due to circumstances beyond your control). It is important to note that insurance companies do not provide reimbursement for cancelled sessions.

PROFESSIONAL FEES

Each psychotherapist maintains their own fee schedule. If you use insurance, the fee for service may be dictated by a provider agreement your psychotherapist has

with your insurance company. Our office staff can usually give you an accurate expectation of your deductibles, copays and/or fees per appointment, though ultimately you are responsible for your fees. Our staff will make every effort to receive payments for services from your insurance company. However, if you use insurance and for any reason whatsoever they do not pay, you are responsible for paying your entire fee.

Your psychotherapist may also charge you for other professional services you may need, and will let you know verbally or in writing what the fee will be before providing the service. No fee for non-therapy services will ever be charged without your knowledge and approval ahead of time. 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. If you become involved in legal proceedings that require participation by your psychotherapist, you will be expected to pay for all of the therapist's professional time, including preparation and transportation costs, even if the therapist is called to testify by another party.

CONTACTING YOUR THERAPIST

Due to differing work schedules, your therapist may not be immediately available by telephone. Our office staff answers the phone Monday, Wednesday, and Thursday from 9 am-7 pm, Tuesday from 9 am-6 pm, Friday from 9 am-1 pm, and Saturday from 9 am-12 pm. Outside of those hours, we have a 24 hour voicemail system which each therapist checks on their own schedule. If you are difficult to reach, please leave the best times when you will be available. Your therapist will make every effort to return your call on the same day you make it, with the exception of weekends, holidays, and vacations.

If your therapist will be unavailable for an extended time, they will provide you with the name of a colleague for you to contact, if necessary. In emergencies, please contact your family physician or the nearest emergency room.

Confidentiality of Email, Cell Phone and Faxes Communication: Some therapists may on occasion be willing to have you contact them, or they may contact you via email and/or cell phones. It is very important to be aware that email and cell phone communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be compromised. Because of this, you should use extreme caution in email and limit

the discussion of any personal information to a minimum when using email and/or cell phones to communicate with your therapist. Emails, in particular, are vulnerable to unauthorized access due to the fact that servers have unlimited and direct access to all emails that go through them. Faxes can easily be sent erroneously to the wrong address. Please do not use email or faxes for emergencies. On occasion we may mail out or email you information regarding upcoming programs.

LIMITS ON CONFIDENTIALITY

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

- Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of the patient. The other professionals are also legally bound to keep the information confidential. If you don't object, your therapist will not tell you about these consultations unless they feel that it is important to your work together. All consultations will be noted in your Clinical Record (which is called "PHI" in the attached Notice of Privacy Practices used to protect the privacy of your health information).
- As a group, we practice with other mental health professionals and employ administrative staff. In some cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- We also have contracts with a software billing company. As required by HIPAA, we have a formal business associate contract with this business in which it/they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, we can provide you with the names of these organizations and/or a blank copy of this contract.

- On occasion we may mail out or email you information regarding upcoming programs.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

There are some situations where we are 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 your diagnosis and treatment, such information is protected by the psychotherapist-patient privilege law. We 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 your therapist to disclose information.
- If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If a patient files a complaint or lawsuit against a psychotherapist, the psychotherapist may disclose relevant information regarding that patient in order to defend themselves.
- If we are being compensated for providing treatment to you as a result of your having filed a worker's compensation claim, we must, upon appropriate request, provide information necessary for utilization review purposes.

There are some situations in which we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a patient's treatment. These situations are very rare.

- If we have reasonable cause to suspect child abuse or neglect, the law requires that we file a report with the Family Independence Agency. Once a report is filed, we may be required to provide additional information.

- If we have reasonable cause to suspect the “criminal abuse” of an adult patient, we must report it to the police. Once a report is filed, we may be required to provide additional information.
- If a patient communicates a threat of physical violence against a reasonably identifiable third person and the patient has the apparent intent and ability to carry out that threat in the foreseeable future, we may have to disclose information in order to take protective action. These actions may include notifying the potential victim (or, if the victim is a minor, his/her parents and the county Department of Social Services) and contacting the police, and/or seeking hospitalization for the patient.

If such a situation arises, we will make every effort to fully discuss it with you before taking any action and will limit our 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 we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and psychotherapists are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of our profession require that we keep Protected Health Information about you in your Clinical Record. 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 are received from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. You may examine and/or receive a copy of your Clinical Record, if you request it in writing (except in unusual circumstances where disclosure could or would physically endanger you and/or others; or makes reference to another person (unless such other person is a health care provider) and your therapist believes that access is reasonably likely to cause substantial harm to such other person; or where information has been supplied confidentially by others). Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend 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. If your request for access to your records is refused, you have a right of review (except for information supplied confidentially by others), which we can 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 an amendment to 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 our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, and the attached Notice of Privacy Policy form which discusses our privacy policies and procedures. Your therapist will be 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. They should also be aware that patients over 14 can consent to (and control access to information about) their own treatment, although that treatment cannot extend beyond 12 sessions or 4 months. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment. Therefore, it is usually our policy to request an agreement from any patient between 14 and 18 and his/her parents allowing the therapist to share general information with parents about the progress of treatment and the child's attendance at scheduled sessions.

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.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we have 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 us to disclose otherwise confidential information. In most collection situations, the only information we release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

INSURANCE REIMBURSEMENT

In order for us 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. We will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our 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 outpatient mental health services. If you have questions about the coverage, call your plan administrator. Our staff will provide you with the information we receive when we verify your coverage and will help you understand the benefits we are told by your insurance company. Please be aware that verification is not a guarantee of payment.

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. In this case your therapist will discuss payment options with you for future sessions.

You should also be aware that your contract with your health insurance company requires that we provide it with information relevant to the services that we provide to you. In these situations your therapist is required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such

situations, we 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, we have no control over what they do with it once it is in their hands. In some cases, it is possible that they may share the information with a national medical information databank. By signing this Agreement, you agree that your therapist can provide requested information to your carrier.

Once we have all of the information about your insurance coverage, we will discuss what we 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 services yourself to avoid the problems described above.