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OFFICE POLICIES

Welcome to my practice. I am pleased to have the opportunity to work with you and hope that the following information will help you make an informed decision concerning my services. If during the course of our work together you have any questions or concerns, please feel free to discuss them with me.

This document 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 I provide you with a **Notice of Privacy Practices (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 I obtain your signature acknowledging that I 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. 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; if there are obligations imposed on me 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.

Fees: My fee is \$225 per 45 minute individual psychotherapy session, \$225 per relationship psychotherapy session, and \$65 per 90 minute group psychotherapy session. Longer or shorter sessions are prorated from these fees. Initial sessions are also \$225.

Payment for Services: Payment is expected at the time services are rendered unless other arrangements have been made. You should also be aware that your contract with your health insurance company requires that I provide them with information relevant to the services that I provide to you, such as a clinical diagnosis.

Any fees relating to legal actions that require me to reproduce records or participate in depositions or court appearances are your responsibility. Such fees are not usually covered by insurance. This is without regard to who files the subpoena or initiates the legal action. It is your responsibility to obtain reimbursement from any other party. These fees must be paid in advance.

Cancellations: A minimum of 24 hours notice is required for rescheduling or canceling an appointment. The full fee will be charged for missed sessions without such notification. Please note that most insurance companies will not provide payment for missed sessions.

Leaving Messages: You may leave a confidential message on my voicemail 24 hours a day, seven days a week at (512) 345-1266. I will return your call within 24 hours. Messages left after regular business hours or on weekends will generally be returned on the next business day.

Emergencies: In a crisis, you can always leave a message on my voicemail (512) 345-1266, and I will call you back as soon as I can. For immediate assistance in the event of a serious or life-threatening emergency, please make use of the following emergency services: **call 911, or go to the nearest emergency room: ask for the psychologist or psychiatrist on call.** If you are in the care of a psychiatrist, please notify him or her immediately.

Unpaid Accounts: If you experience difficulty in meeting your payment obligations, please contact me so we can establish a reasonable plan. Overdue accounts (i.e., which remain unpaid for 60 days or for which an agreed-upon payment plan has not been followed) may be turned over to a collection agency as a final resort for non-payment. If this should happen, the balance due will be increased by the total of all collection agency fees.

Limits of Confidentiality: The privacy of our sessions is extremely important to me. The law protects the privacy of all communications between a patient and a psychologist. 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 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:

I may occasionally find it helpful to consult with other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The other professionals are 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. I will note all consultations in your Clinical Record.

There are some situations where I am 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 psychologist-patient privilege law. I cannot provide any information without your (or your legal representative's) 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, I may be required to provide it for them.

If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

If a patient files a worker's compensation claim, I must, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought.

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

If I have cause to believe that a child under 18 has been or may be abused or neglected (including physical injury, substantial threat of harm, mental or emotional injury, or any kind of sexual contact or conduct), or that a child is a victim of a sexual offense, or that an elderly or disabled person is in a state of abuse, neglect or exploitation, the law requires that I make a report to the appropriate governmental agency, usually the Department of Protective and Regulatory Services. Once such report is filed, I may be required to provide additional information.

If a client discloses to me the identity of a mental health professional who engaged in sexual contact with him or her during the process of treatment, state law requires me to report that professional to his or her state licensing board. In this situation, I am not permitted to disclose the identity of the client if he or she does not wish to be identified.

If I determine that there is a probability that the patient will inflict imminent physical injury on another, or that the patient will inflict imminent physical, mental or emotional harm upon him/herself, or others, I may be required to take protective action by disclosing information to medical or law enforcement personnel or by securing hospitalization of the patient. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my 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 I am not an attorney. In situations where specific information is required, formal legal advice may be needed

Professional Records: The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others, you may examine and/or receive a copy of your Clinical Record if you request it in writing. You should be aware that pursuant to Texas law, psychological test data are not part of a patient's record. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health

professional so you can discuss the contents. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon your request.

Patient Rights: HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record 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 my 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.

I hereby grant my permission for any counseling, testing, or diagnostic evaluation that may be deemed necessary by my therapist. I understand that therapy is a joint effort between the psychologist and client. Progress depends on many factors including motivation, effort, commitment, and other life circumstances. I have read and understand the office policies listed above, and agree to its terms.

Client Signature _____ Date _____