

CLIENT SERVICE AGREEMENT

This agreement contains important information about the services you will receive, confidentiality, and other administrative issues. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and client 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. Please read this carefully and feel free to ask questions.

PSYCHOTHERAPY SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the clinician and client, and the particular concerns you bring forward. There are many different methods we may use to deal with the concerns that you hope to address. Psychotherapy 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. Because therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. Psychotherapy has also been shown to have benefits for people who go through it. Although there are no guarantees of successful outcomes, therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress.

Sessions are typically scheduled for one 50-minute session (one appointment hour of 50 minutes duration) per week at a mutually agreed upon time. You are responsible for coming to your session on time. If you are late, your session will still end at the time previously scheduled and you will be expected to remit full payment.

PSYCHOLOGICAL EVALUATION SERVICES

Psychological testing typically begins with an initial interview with a psychologist to gather relevant information to determine the appropriate testing battery. The length of testing may vary, however, typically 3-4 hour sessions are reserved. Reports are typically completed within 4 weeks after the final testing session. If you require a more rapid turnaround, please address these concerns in your initial interview session. Once the report is completed, our office will contact you to set up a final appointment with the psychologist to go over the results and recommendations. You will be given one copy of the report and one will be on file in your records should you ever have questions in the future.

FINANCIAL POLICY

Financial arrangements will be discussed prior to your first appointment and an **Agreement to Pay for Professional Services** document will be provided to you. Payment is expected by the client or responsible party at the time services are rendered or otherwise arranged by Professional Psychological Services. Payment may be made in cash, check, or by major credit cards. A \$25.00 service fee will be charged for returned checks.

If you are using insurance, not all services are covered by your insurance company. Professional Psychological Services will file claim and attempt to collect from your insurance company. However, in the event that your insurance company fails to pay for services, you are responsible for all charges from the date services are rendered.

If you anticipate becoming involved in a court case, please discuss this fully with your therapist before waiving your right to confidentiality. If you become involved in legal proceedings that require our participation, you will be expected to pay for all of our professional time, including preparation and transportation costs, even if we are called to testify by another party. Fees will be outlined in our **Agreement for Testimony and Records** document.

You will be expected to pay for each session or evaluation service at the time it is held, unless we agree otherwise. 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. If such legal action is necessary, its costs and attorney's fees will be included in the claim and you hereby agree to pay all such costs.

CANCELLATION POLICY AND FEE

The allotted time for your services is unique to you and Professional Psychological Services requires a minimum of 24-hour notice for cancellations. Appointments cancelled with less than 24 our notice will automatically be billed \$50.

LIMITS ON CONFIDENTIALITY

The law protects the privacy and confidentiality of all information disclosed within sessions and the written records pertaining to those sessions. 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.

When Disclosure Is Required By Law (without your consent/authorization):

Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled or when client's family members communicate to us, that the client presents a danger to others. These actions may include filing a report with the Department of Welfare or Social Services, notifying the potential victim or his/her guardian, contacting the police, or seeking hospitalization for the client/patient.

When Disclosure May Be Required (with or without your consent/authorization):

Disclosure may be required pursuant to a legal proceeding by or against you. If a court order/subpoena is served on us we must disclose the requested information concerning your diagnosis and treatment. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information. Disclosure may also be require if a client/patient files a worker's compensation claim, we must, upon appropriate request, provide a copy of any mental health report.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, we keep Protected Health Information (PHI) about you in our professional records. All records are maintained in a secure, locked location in the office. You may request a copy of your records in writing. 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 our presence, or have them forwarded to another mental health professional so you can discuss the contents. Clients will be charged an appropriate fee for any professional time spent in responding to information requests.

MINORS

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. Professional Psychological Services requests an agreement from parents/legal guardian that they will give up access to your records. If they agree, I will provide them only with general information about our work together, unless there is a high risk that you will harm yourself or someone else. In this case, parents/legal guardian will be notified of this concern. Parents/legal guardian will be provided with a summary of your treatment when it is complete. Before giving them any information, our therapists will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MENTAL HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

All information describing your mental health treatment and related health care services (“mental health information”) is personal, and we are committed to protecting the privacy of the personal and mental health information you disclose to us. We are required by law to maintain the confidentiality of information that identifies you and the care you receive. When we disclose information to other persons and companies to perform services for us, we require them to protect your privacy, too. This Notice applies to your counselor, psychotherapist, psychiatrist and other health care professionals who provide care to you. We must also provide certain protections for information related to your medical diagnosis and treatment, including HIV/AIDs, and information about alcohol and other substance abuse. We are required to give you this Notice about our privacy practices, your rights and our legal responsibilities.

WE MAY USE AND DISCLOSE YOUR MENTAL HEALTH INFORMATION:

For TREATMENT for example, we may give information about your psychological condition to other health care providers to facilitate your treatment, referrals or consultations.

For PAYMENT for example, we may contact your insurer to verify what benefits you are eligible for, to obtain prior authorization, and to receive payment from your insurance carrier.

For APPOINTMENTS AND SERVICES to remind you of an appointment, or tell you about treatment alternatives or health related benefits or services.

WITH YOUR WRITTEN AUTHORIZATION we may use or disclose mental health information for purposes not described in this Notice only with your written authorization

WE MAY USE YOUR MENTAL HEALTH INFORMATION FOR OTHER PURPOSES WITHOUT YOUR WRITTEN AUTHORIZATION:

As REQUIRED BY LAW when required or authorized by other laws, such as the reporting of child abuse, elder abuse or dependent adult abuse.

For HEALTH OVERSIGHT ACTIVITIES to governmental, licensing, auditing, and accrediting agencies as authorized or required by law including audits; civil, administrative or criminal investigations; licensure or disciplinary actions; and monitoring of compliance with law.

In JUDICIAL PROCEEDINGS in response to court/administrative orders, subpoenas, discovery requests or other legal process.

To PUBLIC HEALTH AUTHORITIES to prevent or control communicable disease, injury or disability, or ensure the safety of drugs and medical devices.

To LAW ENFORCEMENT for example, to assist in an involuntary hospitalization process.

To THE STATE LEGISLATIVE SENATE OR ASSEMBLY RULES COMMITTEES for legislative investigations.

For RESEARCH PURPOSES subject to a special review process and the confidentiality requirements of state and federal law.

To PREVENT A SERIOUS THREAT TO HEALTH OR SAFETY of an individual. We may notify the person, tell someone who could prevent the harm, or tell law enforcement officials.

To PROTECT CERTAIN ELECTIVE OFFICERS including the President, by notifying law enforcement officers of potential harm.

YOU HAVE THE FOLLOWING RIGHTS:

To Receive a Copy of this Notice when you obtain care.

To Request Restrictions. You have the right to request a restriction or limitation on the mental health information we disclose about you for treatment, payment or health care operations. You must put your request in writing. We are not required to agree with your request. If we do agree with the request, we will comply with your request except to the extent that disclosure has already occurred or if you are in need of emergency treatment and the information is needed to provide the emergency treatment.

To Inspect and Request a Copy of Your Mental Health Record except in limited circumstances. A fee will be charged to copy your record. You must put your request for a copy of your records in writing. If you are denied access to your mental health record for certain reasons, we will tell you why and what your rights are to challenge that denial.

To Request an Amendment and/or Addendum to your Mental Health Record. If you believe that information is incorrect or incomplete, you may ask us to amend the information or add an addendum (addition to the record) of no longer than 250 words for each inaccuracy. Your request for amendment and/or addendum must be in writing and give a reason for the request. We may deny your request for an amendment if the information was not created by us, is not a part of the information which you would be permitted to inspect and copy, or if the information is already accurate and complete. Even if we accept your request, we do not delete any information already in your records.

To Receive An Accounting of Certain Disclosures we have made of your mental health information. You must put your request for an accounting in writing.

To Request That We Contact You By Alternate Means (e.g., fax versus mail) or at alternate locations. Your request must be in writing, and we must honor reasonable requests.

CHANGES TO THIS NOTICE. We reserve the right to change this Notice. We reserve the right to make the revised or changed Notice effective for information we already have about you as well as any information we receive in the future. We will post a copy of the current Notice on the UC website:
<http://universityofcalifornia.edu/hipaa/notice.html>

CONTACT INFORMATION:

If you have any questions about this Notice or believe your privacy rights have been violated, you may contact The Secretary of the Department of Health and Human Services.

Contact the Office for Civil Rights
1-866-627-7748, 1-800-537-7697 (TTY)

Filing a complaint will not affect the services you receive at HPS.

By law, Professional Psychological Services is required to follow the terms in this privacy notice. HPS has the right to change the way your personal health information is used and given out. If HPS makes any changes to the way your personal health information is used and given out while you are a current client at HPS, you will get a new notice, directly or by mail, within 60 days of the change.

The effective date of this notice is February 2014.