PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

Welcome to the practice. 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 new federal law that provides protection and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of assessment*/*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 assessment/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 at the end of this session. When you sign this document, it will also represent an agreement between you and Gracious Mind P.A. 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.

MENTAL HEALTH SERVICES

Mental health treatment and psychotherapy may vary depending on the personalities of the psychotherapist and patient, and the particular problems the patient is experiencing. There are many different methods we may use to deal with the problems that you hope to address. Neither mental health assessment nor psychotherapy is like a medical doctor visit. Instead, it calls for a very active effort on the patient's part. In order for the assessment to be successful, the patient will have to participate in the treatment. In order for the therapy to be most successful, the patient and the patient's family will have to work on things discussed both during treatment sessions and at home Mental health treatment and psychotherapy can have benefits and risks. Mental health assessment involves determining whether the patient exhibits delays or deficits. Therapy often involves discussing unpleasant aspects of the patient's life. Consequently, the patient and/or the patient's family may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, mental health assessment and psychotherapy have also been shown to have many benefits. They often lead to the amelioration of delays/deficits, to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what the patient or the patient's family will experience.

The first session(s) will involve an evaluation of the patient's functioning and needs. By the end of this period, we will be able to better offer recommendations. In the case of psychotherapy, we will offer some first impressions of what treatment 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 us. 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 our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

MEETINGS

Initial assessment for therapy normally lasts from 2 to 4 sessions. During this time, we can decide if the assessing psychotherapist is the best person to provide the services that the patient needs in order to meet the treatment goals. If psychotherapy is to begin, the therapist will usually schedule one 45 minutes session (one appointment hour of 45 minutes duration) per week at an agreed upon time, although some sessions may be longer or more frequent . Once an appointment hour is scheduled, you will be expected to pay for it - $160.00 - unless you provide 24 hours advance notice of cancellation or unless we both agree that you were unable to attend due to circumstances beyond your control.

You will be charged with $160.00 if you do not attend your therapy session or you refuse to receive the service once in the office and you did not cancel the appointment with 24 hours in advance. One of your credit cards will be on file and the $160.00 will be charged to the mentioned credit card.

PROFESSIONAL FEES

The fee for the initial interview is $225.00. The hourly fee for follow-up therapy is $160.00. We charge this amount for other professional services the patient may need, though we will break down the hourly cost if we work for periods of less than one hour. Other services include telephone conversations lasting longer than 10 minutes, consulting with other professionals with appropriate permission, preparation of records or treatment summaries, and the time spent performing any other service requested to us. 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. Because of the difficulty of legal involvement, the fee is $350.00 per hour for preparation and attendance at any legal proceeding. The fee for evaluations are determined on a case by case basis and will be discussed at the initial interview. Fees for Developmental, Psychological and Psychoeducational Evaluations will be discussed and agreed on previously the Evaluation starts; if you or your child is going to be provided with one of the mentioned evaluations your fee for this evaluation is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The fee is collected in advance and it is due the day of the Initial Intake. If additional testing is provided there will be extra charge depending on the tests.

CONTACTING OUR OFFICE

We are often not immediately available by telephone. When we are unavailable, you can leave a message in the voice mail, which we monitor frequently. We make every effort to return patient calls on the same day, with the exception of weekends and holidays. If you are unable to reach us, contact your family physician or the nearest emergency room and ask for the psychiatrist on call.

LIMITS OF CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a mental health provider. In most situations, we can only release assessment information or information about the patient's treatment to others if a written Authorization form is signed 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:

We may disclose health information about you to interns, residents and practicum students or other personnel. This enables us to better address your health care needs. When administrative staff is employed, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without permission of a professional staff member.

Disclosures required to collect overdue fees are discussed elsewhere in this Agreement.

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

If the patient (or his/her legal representative) is involved in a court proceeding and a request is made for information concerning the patients diagnosis and treatment, such information is protected by the psychotherapist-patient privilege law. We cannot provide any information without the patient's (or his *I* her legal representative's) written authorization, or a court order.

If a government agency is requesting the information for health oversight activities, within its appropriate legal authority, we may be required to provide it for them.

If a patient (or his*/*her legal representative) files a worker's compensation claim, and we are providing necessary treatment related to that claim, we must, upon appropriate request, submit treatment reports to the appropriate parties, including the patient's employer, the insurance carrier or an authorized qualified rehabilitation provider.

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 unusual in our practice.

If we know, or have reason to suspect, that a child under 18 years is abused (different modalities of abuse), molested, abandoned, or neglected by a parent, legal custodian, caregiver, other child, or any other person responsible for the child's welfare, the law requires that we file a report with the Department of Child and Family Services and/or local police authorities, if applicable. Once such a report is filed, we may be required to provide additional information.

If we know or have reasonable cause to suspect, that a vulnerable adult has been or is being abused, neglected, or exploited, the law requires that we file a report with the central abuse hotline. Once such a report is filed, we may be required to provide additional information.

If we believe that there is clear and immediate probability of physical harm to the patient, to other individuals, or to society, we may be required to disclose information to take protective action, including communicating the information to the potential victim, and/or appropriate family member, and/or the police or seeking hospitalization of the patient.

If such a situation arises, we will make every effort to fully discuss it with the patient (or the patient's legal representative) before taking any action and we 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 we 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 the patient in the patient Clinical Record. Except in unusual circumstances that disclosure would physically endanger the patient and *or* others or makes reference to another person (other than a health care provider) and we believe that access is reasonably likely to cause substantial harm to such other person, the patient or the patient's legal representative may examine and *I* or receive copy of the Clinical Record, if it is requested in writing. However, test data from test instruments, such as test protocols, test questions or written answer sheets, will not be released except to a licensed mental health professional such as a psychologist and/or neuropsychologist, or after complying with procedures set forth by the Board of Psychology and obtaining an order from a court or other tribunal of competent jurisdiction, or when the release of the material is required by law. Because the Clinical Record contains professional information, it can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that they be reviewed in our presence, or have them forwarded to another mental health professional for discussion of their contents. In most circumstances, we are allowed to charge a customary copying fee per page (and for certain other expenses). We may withhold copies of the records until payment of the copying fees have been made. If we refuse your request for access to the records, you have a right to review, which we will discuss with you upon request.

PATIENT RIGHTS

HIPAA provides the patient (or the patient's legal representative) with several new or expanded rights with regard to Clinical Records and disclosures of protected health information. These rights include requesting that we amend the record; requesting restrictions on what information from the Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that have not been consented to or authorized; determining the location to which protected information disclosures are sent; having any complaints about our policies and procedures recorded in the records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. We are happy to discuss any of these rights with you.

MINORS AND 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. Children between 13 years and 17 years of age may independently consent to (and control access to the records of) diagnosis and treatment in a crisis situation. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, and parental involvement, is also essential, it is usually our policy to request a verbal agreement with minors (over 13 years of age) and their parents about access to information. This agreement provides that during treatment, we will provide parents with only general information about the progress of the treatment, and the patient's attendance at scheduled sessions. Any other communication will require the child's verbal authorization; unless we feel that the child is in danger or is a danger to someone else, in which case, we will notify the parents of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he*/*she may have.

BILLING AND PAYMENTS

Payment is expected for each session at the time it is held, unless agreed otherwise. Payment schedules for other professional services will be agreed to when they are requested. If the patient's account has not been paid for 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 assessment *I* treatment is his *I* her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship. Gracious Mind P.A. will call to verify benefits including co pays and deductible. Dealing with Insurance companies is a complicated process. Their disclaimer to us is "verifying benefit does not guarantee payment". It is therefore the ultimate responsibility of the patient should fees not be collected. If the check or credit card you use to pay Gracious Mind P.A. or Norda Hernandez Psy.D. for services does not have sufficient funds, you will be charged $35.00 plus the fees the bank charges to this office.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

Name of Patient: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Signature of Patient:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_

If a Minor, Name of legal Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of legal Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Initial Interview: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_