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Professional Services Agreement

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and client rights regarding the use and disclosure of your Protected Health Information (PHI). HIPAA requires that I 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 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. I can discuss any questions you have about my policies and procedures. When you sign this document, it also will represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding unless I have taken action in reliance on it or if there are obligations imposed on me by your health insurer to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

THERAPY

Therapy 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 that may be used to deal with the problems you hope to address in therapy. Approaches to treatment may include individual, family and/or group therapy. Therapy 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 need to work on things both during your therapy sessions and outside of therapy (e.g. at work school and/or home). The initial focus of therapy is on understanding the thoughts, feelings and life situations that are of concern to you.

Therapy has many potential benefits. Therapy often leads to better relationships, solutions to specific problems, improved self-awareness and significant reductions in feelings of distress. Therapy also has risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings such as sadness, guilt, anger frustration, anxiety and helplessness. It is important to recognize that these feelings may be natural and normal and are an important part of the therapy process. Other risks of therapy include recalling unpleasant events,

***After reviewing please sign the Acknowledgment on the last page.
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facing unpleasant thoughts and beliefs and a change in your desire to maintain certain relationships. Therapy can become a place where major life decisions are sometimes made including decisions involving separation within families, development of other types of relationships, changing employment settings and changing lifestyles. Although therapy is expected to be helpful there is no guarantee that therapy will accomplish your desired goals. Goals for therapy are determined within the first few sessions and are periodically reviewed and refined. Termination occurs when both the therapist and the client mutually agree that the goals have been satisfactorily addressed or there is some other reason to terminate. You have the right to terminate therapy at any time but I encourage you to discuss your concerns with me for at least one session before termination. You have the right to seek a second opinion from another mental health professional. Referral to other professionals, if requested or indicated, will be made at any time.

PSYCHOLOGICAL EVALUATIONS

Psychologists are often asked by other health and mental health professionals to administer a battery of psychological tests to assess your intellectual, academic, and/or emotional functioning. It is also sometimes beneficial to administer psychological tests in the early stages of therapy to further clarify issues that may need to be the focus of treatment. The decision to administer psychological tests will be discussed with you in advance and the discussion will include the nature of the tests to be utilized, the rationale for testing, and how the results might be used. You are entitled to a full discussion of the results of any psychological tests administered.

MEDICATION AND HOSPITALIZATIONS

Depending on your symptoms and problems, medication may or may not be appropriate. Psychologists are not physicians and consequently do not prescribe medication. In the event that a consideration of possible medication for psychological distress seems necessary, I will assist you in obtaining a medical or psychiatric evaluation. It is your responsibility to inform me of any and all prescribed medications. It is also vital that you are totally compliant with the course of treatment as prescribed by your physician. Infrequently, a client's distress becomes so high that hospitalization must be considered. If this occurs, I will assist you in making the necessary arrangements for psychiatric hospitalization.

PHYSICAL SYMPTOMS

Physical symptoms are often the result of emotional stress. They can be reduced or even eliminated with therapy. It is important however, that an appropriate medical specialist review your current situation to ascertain the degree to which any symptoms may have a physical basis. A physical exam is therefore required when a physical symptom is a primary concern. If there is a physical problem that affects your therapy, your therapist will work closely with your medical specialist to coordinate treatment and services.

APPOINTMENTS

Services are by appointment only. The frequency and duration of your appointments will vary on the basis of the service provided. Individual and family therapy sessions are generally scheduled once a week for 45 to 60 minutes. Psychological evaluations are scheduled for a three or four hour block of time and typically are completed in one or two sessions; however, additional appointments may be required. Because your appointment is reserved for you, it is important that you cancel at least 24 hours in advance, unless there are circumstances which both of us would define as an emergency. Failure to keep a scheduled appointment generally means that some other person is not able to use that appointment.

TELEPHONE CALLS AND MESSAGES

During those times when I am unavailable, calls will be answered either by the receptionist or, outside of business hours, by a voicemail system. You also may use the voicemail system to leave a message for Amanda Norris, Ph.D.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a mental health professional. In most situations, mental health professionals can only release information about your evaluation and/or 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 other health and mental health professionals about a case. During a consultation, every effort is made to avoid revealing the identity of the client. The consulted professionals also are legally bound to keep the information confidential. If you do not object, you will not be informed about these consultations unless your therapist determines that it is important to do so. All such consultations will be noted in your Clinical Record (which is called “PHI” in the Notice of Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that this practice has administrative staff. In most cases, I will need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. All mental health professionals are bound by the same rules of confidentiality. All staff members have received training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a mental health professional.
- Disclosures required by health insurers or any other disclosure necessary to obtain reimbursement for services. This matter is discussed in more detail elsewhere in this Agreement.
- If a client seriously threatens to harm himself/herself, mental health professionals may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection. Texas law provides that a mental health professional may disclose confidential information only to medical

or law enforcement personnel if the mental health professional determines that there is a probability of imminent physical injury by the client to the client or others, or there is a probability of immediate mental or emotional injury to the client.

There are some situations where mental health professionals are permitted or required to disclose client information without the client's 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 and privileged. Psychologists 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, psychologists may be required to provide the information.
- If a patient files a complaint or lawsuit against a staff member of a psychology practice, the psychologist may disclose relevant information regarding that client in order to defend the staff member.
- If a client files a worker's compensation claim, a psychologist must, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought.

There are situations in which psychologists are legally obligated to take actions which we believe are necessary attempts to protect others from harm; in such situations, we may need to reveal some information about a patient:

- If a psychologist has 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 psychologists make a report to the appropriate law enforcement agency and the **Texas Department of Family and Protective Services**. Once such report is filed, a psychologist may be required to provide additional information.
- If a psychologist determines that there is a probability that the client will inflict imminent physical injury on another, or that the client will inflict imminent physical, mental or emotional harm upon him/herself, or others, a psychologist may be required to take protective action by disclosing information to medical or law enforcement personnel or by securing hospitalization of the patient.

Should any of the aforementioned situations arise, I will make a reasonable effort to fully discuss this with you before taking any action, and I will limit my disclosure to what is necessary. This written summary of exceptions to confidentiality is intended to inform you about potential problems, and I encourage you to talk to me about any related questions or concerns that you may have. The laws governing confidentiality can be quite complex, and I am not an attorney. For situations wherein specific advice is required, formal legal consultation 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 circumstances involving potential danger to yourself and/or others, you may examine and/or receive a copy of your Clinical Record if you request it in writing. Pursuant to Texas law, psychological test data are not part of a patient's record. Because these are professional records, they can easily 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. Any request to view or obtain a copy of a client's mental health records must be made in writing and signed and dated by the client or the client's legal guardian. Records will be made available during regular business hours. My office charges a fee of \$25 for copying a client's records. Should the records request include a request that the records be shipped, the actual cost of shipping the records will be added to the \$25 copying fee. Payment must be made by money order or cashier's check. Personal checks will not be accepted for payment. Once payment is received, the requested records will be mailed by certified mail, return receipt requested. If a Business Records Affidavit is requested, a fee of \$15 will be charged, and the Affidavit will not be signed until that fee is paid. Payment of this fee must be by certified check or money order. The client or client's legal guardian will be responsible for the cost of the mobile notary. Within 15 days of receipt of the written records request and payment of all applicable fees, records will be provided. If it is determined that having access to the mental health records would be harmful to the client's physical, mental, or emotional health, the request for access to records will be refused, and a written statement attesting to this will be provided.

CLIENT RIGHTS

HIPAA provides you with several expanded rights with regard to your Clinical Record and disclosures of Protected Health Information (PHI). These rights include requesting that your psychologist amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of your PHI that you have neither consented to nor authorized; determining the location to which your PHI is 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.

MINORS & PARENTS

Clients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents (who have legal custody of their children) to examine their child's mental health records. However, if the mental health records include information regarding suicide

prevention, chemical addiction or dependency, sexual abuse, physical abuse, or emotional abuse, the law provides that parents may not access their child's records. When working with teenagers, a reasonable guarantee of privacy is often needed in order for the adolescent to be appropriately disclosing. With the aforementioned matter in mind, it is my policy, when working with children between 16 and 18 years of age, to request an agreement from the client and his/her parents that the parents' consent to give up their access to their child's mental health records. If the parents agree, I will provide them only with general information regarding the results of their child's psychological evaluation. Any other communication will require the child's Authorization, unless I feel that the child is in danger or poses a danger to someone else; in such cases, I will notify the parents of my concerns. Prior to providing parents any information, I will discuss the matter with the child, if possible, and do my best to appropriately address any concerns the child may have.

TEXT MESSAGE AND EMAIL DISCLAIMER

Any text messages/email sent to you will be for informational purposes only. No private detailed health information will be included in any emails. For example, we may send you an email notifying you of any office policy changes, rescheduling or reminder of appointments, questions/comments about your insurance, etc. We do not provide consultations via email or by telephone. You are responsible for providing us with a private, secure email address. If you do not want your information viewed by anyone else, you must make sure that no one else can access your text messages/email. We cannot be held responsible for who views your messages once we have submitted correspondence to the mobile#/address you provided. By providing your mobile#/email address, you are giving us consent to text/email you at any time. *We recommend that you do not use your work mobile#/email address because your employer may be able to view your texts/emails.* If the client is a minor, the only acceptable email address that will be used is that of the legal guardian.

FEES

All professional services rendered are charged to the Client. The Client is responsible for all fees. Regardless of insurance coverage, it is customary to pay for services in full as they are rendered unless other arrangements have been made in advance.

Once services here are completed, accounts with any balance remaining after 90 days are subject to a monthly, 1.5% interest charge on the remaining balance. There will be a \$25.00 charge for all returned checks.

CANCELLATION POLICY

We try to contact clients by phone, Text Message or email a day in advance to remind them of their appointments. Please keep in mind that this is ***solely dependent upon our time to do so and should not be relied on in order to avoid missed appointments.*** There may be other times we will need to contact you as well. **If you wish, you may opt out of these services at any time.**

If you fail to cancel a scheduled appointment, we cannot use this time for another client and you will be billed for the entire cost of your missed appointment. A full session fee is charged for missed appointments or cancellations with less than a 24-hour notice unless it is due to illness or an emergency. A bill will be mailed directly to all clients who do not show up for, or cancel an appointment without sufficient notice.

Acknowledgement and Authority

I, as client, parent or guardian, understand that I am ultimately responsible for the cost of therapy and have read and understand this Professional Service Agreement in its entirety. Fee arrangements and terms of confidentiality have been clearly made.

Should this account become delinquent, I, as client, parent or guardian, understand that I am responsible for any and all legal fees, court costs and collection charges involved as a result of any collection activity. In addition I do not hold Dr. Norris liable for any electronic messaging charges or fees that I may incur when receiving messages about my/our appointment.

I, as client, parent or guardian, assign benefits and insurance payments to Dr. Amanda Norris and authorize the release of any health related information to process my insurance claim.

I understand that my signature below indicates that I have received a copy of this Agreement as well as the HIPAA Notice of Privacy Practice form as described in this Agreement and that I, as client, parent or guardian, agree to all terms herein and wish to enter treatment based on these terms and conditions.

Signature of Client
(or parent or legal guardian if client is a minor)

Name of Client (Please print)

Print Name of Parent or Legal Guardian
(if applicable)

Date _____