



CLIENT SERVICES AGREEMENT

Welcome to LaMora Psychological Associates, P.A. This document (the Agreement) contains important information about the professional services and business policies you will encounter at LaMora Psychological Associates. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI. 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 you have been provided with this information.

The Client Services Agreement includes useful information regarding our business practices, including billing, clinical, privacy, and office policies. It is very important that you read them carefully. We can discuss any questions you have about either the Notice or the Client Services Agreement. When you sign the Client Services Agreement, it will also represent a contract between us. You may revoke this agreement in writing at any time. That revocation will be binding on me unless we have already taken action in reliance on it; if there are obligations imposed on LaMora 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.

CLINICAL SERVICES

At LaMora Psychological Associates, we offer a wide variety of clinical services, including psychotherapy, medication management, various types of psychological assessment and EAP services. You may receive some or all of these services based on your individual need, and a mutual agreement between yourself and your treatment professional(s). Not all of those services may be offered by the same person. For example, it is not uncommon to receive psychotherapy from one professional (a psychologist, mental health counselor or social worker), and to receive medications from another (a psychiatrist or nurse practitioner). We view consultation between your treatment professionals within LaMora Psychological Associates, as an important part of providing you with quality treatment. Some clients in some situations may choose to limit our ability to conduct internal consultations, and we will respect your wishes in this regard unless doing so would violate the law or create a risk of harm to you or someone else. Please indicate your preference by checking the box below.

- I approve of consultations within LaMora between my providers
- I do not approve of consultations within LaMora between my providers

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience. Psychotherapy 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 have to work on things talked about both during our sessions and in-between sessions by doing homework.

The first few sessions will involve an evaluation of your needs. By the end of the evaluation, you will be able provided some first impressions of what your work 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 your clinician. Therapy may involve a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about any procedures, should discuss them with your clinician whenever they arise. If your doubts persist, referrals can be provided with another mental health professional for a second opinion, or alternative care.

MEETINGS

Psychotherapy sessions are usually 45 minutes to an hour long and usually occur on a weekly basis, but may vary depending on your individual needs. If you are seeking medication management, these sessions also begin with an initial evaluation period of 1 to 2 sessions and are followed by periodic 15 to 20 minute appointments to monitor the effectiveness of the treatment and modify it if needed.

LATE CANCELLATIONS AND NO-SHOWS

Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 1 full business day advance notice of cancellation (unless we both agree that you were unable to attend due to circumstances beyond your control). Failure to provide this notice will result in you being charged the fee that we would normally charge your insurance. This will be due by the start of the next appointment.

ADDITIONAL SERVICES

In addition to weekly appointments, clinicians charge between \$150 to \$200 per hour for other professional services you may need, though the cost will be prorated if the work periods are less than one hour. Other services may include: report writing, telephone conversations lasting longer than 5 minutes, consulting with other professionals external to LaMora (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 of your clinician, you will be expected to pay for all of their professional time, including preparation and transportation costs, even if your clinician is called to testify by another party. Because of the difficulty of legal involvement, clinicians charge \$150-200 per hour for preparation and attendance at any legal proceeding. This will be done on a retainer basis and retainers will need to be replenished as they are depleted.

CONTACTING YOUR CLINICIAN

Due to busy work schedules, clinicians are often not immediately available by telephone. When unavailable, their telephone is answered by confidential voice mail, that is monitored regularly. Clinicians make every effort to return your call promptly. Administrative staff members are available Monday through Friday between 9 AM and 4 PM to address issues related to scheduling, billing and other administrative matters.

In case of emergency, we have our Emergency Response System, a special voice mail box in which you will leave a detailed message regarding your emergency, including how to contact you. When you leave this message the voice mail system will page the "Clinician on Call" (each of our clinicians carries the responsibility for 2 weeks at a time, on a rotating basis). The Clinician on Call will respond to you by telephone, usually within 30 minutes. If your need is more urgent, contact your family physician or the nearest emergency room

LIMITS ON CONFIDENTIALITY

Many laws protect the privacy of all communications between a patient and a psychologist. In most situations, clinicians 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:

- Your clinician may consult other health and mental health professionals about your case. During a consultation, unless it is with another of your treatment professionals, they make every effort to avoid revealing your identity. 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.
- You should be aware that clinicians practice with other mental health professionals and employ administrative staff. In most cases, your clinician will 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.
- The staff at LaMora also have contracts with other professional agencies necessary for the smooth operation of this practice (i.e. billing, attorneys etc.). In most cases they have only incidental exposure to your Protected Health Information. However, as required by HIPAA, we have a formal Business Associates contracts with all of these businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, you can be provided with the names of these organizations and/or a blank copy of this contract.

There are some situations where clinicians 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 the professional services that were provided to you and/or the records thereof, such information is protected by the psychologist-patient privilege law. Our staff 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 disclosure of such information.
- If a government agency is requesting the information for health oversight activities, we may be required to provide it.
- If a patient files a complaint or lawsuit against me, Clinicians may disclose relevant information regarding that patient in order to defend themselves.

There are some situations in which clinicians are legally obligated to take actions, when they believe they are necessary to attempt to protect others from harm and this may include some information about a patient's treatment. These situations are uncommon in practice, but they do occur.

- If there is reason to suspect that a child has been abused or neglected, the law requires that a report be filed with the Division of Children, Youth and Families. Once such a report is filed, additional information may be required.
- If there reason to believe that any incapacitated adult has been subjected to abuse, neglect, self-neglect, or exploitation, or is living in hazardous conditions, the law requires that a report be filed with the appropriate governmental agency, usually the Department of Health and Human Services. Once such a report is filed, and additional information may be required.
- If a patient communicates a serious threat of physical violence against a clearly identified or reasonably identifiable victim or victims, or a serious threat of substantial damage to real property, clinicians may be

required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking involuntary hospitalization for the patient.

If such a situation arises, your clinician will make every effort to fully discuss it with you before taking any action and will limit their 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. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of my profession require that clinicians keep Protected Health Information about you in your Clinical Record. You may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, it is recommended that you initially review them with your clinician, or have them forwarded to another mental health professional so you can discuss the contents. The charge for records is a copying fee of \$15.00 for the first 30 pages or 50 cents per page, whichever is greater.

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 that you may request amendments 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, the attached Notice form. Your clinician is happy to discuss any of these rights with you.

MINORS & PARENTS

Patients under 18 years of age and their parents should be aware that the law allows parents to examine their child's treatment records unless the clinician decides that such access is likely to injure the child, or we agree otherwise. If the treatment is for drug dependency, parents may examine the records of children under age 12. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is the policy to request an agreement from parents that they consent to give up their access to view their child's records. If they agree, during treatment, they can be provided with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. If asked, clinicians may be willing to provide parents with a summary of their child's treatment when it is complete, subject to charges for the time required to prepare the summary. Any other communication will require the child's authorization, unless it is believed that the child is in danger or is a danger to someone else, in which case, clinicians will notify the parents of the concern. Before giving parents any information, clinicians will discuss the matter with the child, if possible, and do their best to handle any objections the child may have.

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, LaMora has 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 me to disclose otherwise confidential

information. In most collection situations, the only information released regarding a patient's treatment is his/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.

INSURANCE REIMBURSEMENT

In order to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. You always retain the right to pay cash for services and thereby avoid the difficulties associated with using your insurance benefits. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. Your clinician will fill out forms and provide you with whatever assistance they can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of all fees. If you have questions about the coverage, call your plan administrator.

You should also be aware that your contract with your health insurance company requires that your clinician(s) provide it with information relevant to the services provided to you. This will include a clinical diagnosis, and may require 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, LaMora or its clinicians have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. Upon request, you will be provided with a copy of any report to your carrier. By signing this Agreement, you agree that your clinician 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 directly for my services, instead of using an insurance or similar benefit, to avoid the problems described above. If you choose to pay directly, your clinician will prepare a Good Faith Estimate of the cost for the work necessary to achieve the goals we set.

CLIENT SIGNATURE

My signature below indicates my agreement to abide by the Client Services Agreement, and that I have received a copy of the HIPAA notice.

Client Signature: _____

Date of Signature: _____

Guarantor Signature: _____

Date of Signature: _____