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PSYCHOLOGIST-PATIENT SERVICES AGREEMENT

Welcome to my practice. This document (the Agreement) 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 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 (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice 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.

PSYCHOLOGICAL SERVICES

Psychological treatment is not easily described in general statements. Treatment takes many forms and may include individual, family, or couples' approaches. Psychological treatment requires a very active effort on your part. In order to be most successful, you will need to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like anxiety, 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.

Our first couple of sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our 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 me. Treatment is planned with specific goals in mind and progress is made toward accomplishment of that goal in a time efficient manner. You will take an active role in setting and achieving your treatment goals. Your commitment to a treatment plan is necessary for you to experience the most successful outcome.

Therapy involves a large commitment of time, finances, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

TREATMENT POLICIES AND PROCEDURES

Ages of patients treated: Within my practice, I treat children, adolescents, and adults ages 5 and up.

Psychological treatment: I normally conduct an evaluation that will last approximately 1-2 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. We will discuss my recommendations on the frequency and duration of your visits. Some sessions may include family members depending on the presenting issue of the patient.

MISSED APPOINTMENT POLICY

Psychological Treatment: Once an appointment is scheduled, you will be expected to pay for at the time of service. I have a 24-hour cancellation policy and the full visit fee will be assessed if less than 24 hours of notice is provided. The charge is not punitive and is assessed regardless of the reason of cancellation. If someone cancels late or misses an appointment, there is a loss of income for that session and I am not able to offer that time to someone who may be waiting. Therefore, I must have an agreement that the appointment will be kept or, if you must cancel, I need to have ample notice in order to avoid this type of loss. Regardless of cause, I require a 24-hour notice on cancellation in order to release you from your responsibility for that time scheduled. Your signature on this agreement indicates that you agree to the terms of this policy and you agree to make prompt payment (within a week) on the charge incurred for a late cancellation/missed appointment. Canceling can be done 24 hours a day by calling the main office number and leaving a message of the cancellation. Although I require 24 hours of notice, I would ask that you provide as much notice of a cancellation as possible to ensure smooth business operations. I would also appreciate you contacting me to set up a new appointment. Further, repeated “no-show” appointments could result in referring you to another practitioner.

TERMINATION POLICY

All relationships have a beginning, middle, and end. This is true in friendships, business, and psychological treatment. Successful relationships are those in which the participants agree on how each phase will be handled, work together to increase the probability of success, and accept when it is time to end. Translating this philosophy to therapy, it is the position of this office that the patient and doctor should mutually agree when it is time to terminate the therapeutic alliance. Ideally this time comes when the patient’s treatment goals have been achieved and there is a reasonable expectation that the gains will be maintained. There are, however, circumstances in which there is not mutual agreement, and it is these situations that are addressed below.

Patient Initiated Terminations

A patient may terminate treatment at any time. At the patient’s request, the treating psychologist shall furnish three referral sources for individuals or agencies that could continue the patient’s treatment.

Psychologist Initiated Terminations

It is extremely rare that the psychologist would decide to terminate treatment without the patient’s consent, but it could happen under the following conditions:

- The goals of treatment have been met and treatment is no longer needed
- The goals of treatment have not been met, and are unlikely to be within a reasonable time frame
- The patient fails to pay fair and negotiated fees
- The patient refuses to cooperate with treatment

- Lack of progress despite appropriate treatment
- Conflict of interest
- Illness or disability of psychologist or family member requiring a reduction in or absence of work

If the psychologist judges that there are reasons to justify termination of treatment (and the patient does not agree), the psychologist shall:

- Discuss the issues with the patient and give the reasons for termination
- Attempt to correct the problem
- Give the patient sufficient notice to assure a smooth termination
- Provide the patient with appropriate referrals to qualified individuals
- Offer the patient a termination session
- Mail the patient a letter explaining the termination

If the patient does not respond to the office within 30 days of the patient's last visit to the doctor, the patient's file will be closed at that time and the patient will be considered "closed/inactive." The patient may request to be "re-established" at a later date as a patient and make appointments if approved by Dr. Jenne. There may be a delay in when the patient can be seen as the patient has to be worked back into the schedule and there is no guarantee that the time slot that was previously utilized could be accommodated again. Further, Dr. Jenne has no clinical responsibility for you when you are a 'closed/inactive' patient.

PROFESSIONAL FEES

All fee arrangements have been discussed with me prior to the first session. Dr. Jenne is not in network with any insurance companies and is a self pay only practice. Dr. Jenne's fees are \$185 per session and the sessions last 50 minutes. In addition to treatment, it is my practice to charge \$185 on a prorated basis for other professional services you may require such as report writing, telephone conversations which last longer than 5 minutes, attendance at meetings or consultations with other professionals which you have authorized, preparation of records or treatment summaries, or the time required to perform any other service that may be requested of me.

Payments are due at the time of the visit and payment can be made in cash, check, or credit/debit card. If you pay in cash, please bring the exact change to your visit as we often do not have exact change.

If you have and choose to file claims for out of network benefits that is your responsibility as this is not done by our office. Dr. Jenne requests that if you choose to use these benefits, that you do so at the beginning of your treatment rather than waiting until a later date such that you can understand how use of these benefits can impact you. You may or may not have coverage for out of network benefits and you would need to contact your insurance company to inquire about your benefits. Out of network benefits are often a separate set of benefits from your in network benefits and can have a separate deductible. There are many aspects of this process to consider such that you understand the process of and related matters to filing out of network claims. If you decide to file for these benefits, these matters follow:

You should be aware that your contract with your health insurance company requires that I provide it with information relevant to the services I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire clinical record. By signing this agreement, you agree that I can provide requested information to your carrier which may be at a later date from your active treatment status.

Your clinical information will become part of the insurance company files. All insurance companies claim to keep such information confidential, but once it is in their hands, I have no control over what they do with it. In some cases, they may share the information with a national medical information data bank.

You may request a receipt containing the necessary information for you to file your claims, if applicable. There may be instances in which a diagnosis or CPT code does not apply for your situation in which case benefits will not be applicable. Please also be aware that some insurance companies require authorizations for out of network benefits to be provided and Dr. Jenne does not complete such authorizations for insurance companies. She does not conduct treatment reviews or engage with your insurance company for any purpose related to attempting to gain more visits.

Further, please be aware that if you use out of network benefits, any check sent to you by the insurance company can be based on your insurance company's rate for services (which will be lower than Dr. Jenne's), not Dr. Jenne's rate. Dr. Jenne is not responsible for any denials of visits by your insurance company. Based on diagnosis, CPT and location codes, and limitations of your benefits, there is always a possibility that your visits will not be covered. If you file these benefits, it is imperative for you to complete the claim form section regarding checks (if applicable) to be sent directly to you, not Dr. Jenne. If checks are sent to Dr. Jenne, she will redirect you to them to have checks resubmitted to you.

There are certain situations of frequencies of visits or CPT code use that may be viewed with more scrutiny by your insurance company than others and use of these situations could trigger a future audit request from your insurance company. Dr. Jenne would have to release your records to them for this purpose. They could request to be refunded if they do not find Dr. Jenne's notes to meet their own rules for charting and Dr. Jenne is not responsible for their decisions on such matters and will not be responsible for any insurance requests for refunds; however, you may be.

Further, Dr. Jenne charges her \$185 rate to prepare any information for insurance companies and this includes billing matters, record requests, or in dealing with errors from your insurance company which could include them sending Dr. Jenne checks in error and her having to address these issues with them if they involve overpayment letters.

Any insurance related matters are between you and your insurance company and Dr. Jenne does not have a relationship with your insurance company; however, if you choose to utilize out of network benefits, this brings them into our relationship such that clinical information must be provided to them on your receipts and they can request your records as well as refunds if they are not satisfied with the information provided. Any requests for refunds for any reason is not Dr. Jenne's responsibility. Your financial responsibility is to Dr. Jenne for all sessions and time spent outside of sessions related to you.

If you become involved in litigation which requires my participation, you will be expected to pay for the professional time at \$400 per hour even if I am compelled to testify by another party.

Please note that Dr. Jenne does **NOT** evaluate children and families for guardianship or custody issues and generally speaking does not address forensic issues.

CONTACTING ME

Routine, non-emergency situations: I am in my office most weekdays from 9am – 6pm with the exception of vacation days. Further, I am often not in the office on Fridays. I am often not available by telephone. My telephone is answered by my voice mail. I will make every effort to return your call on the same day you make it with the exception of nights/weekends/holidays/vacation. If you are difficult to reach, please leave some times when you will be available or alternate phone numbers where you can be reached.

Dr. Jenne does not communicate with patients via email or text messages. Further, Dr. Jenne does not respond to any social media requests.

Emergency/Crisis Situations: If you experience an emergency during the day on weekdays, please first attempt to contact me through my office phone number and let me know that you need immediate help. I also have an emergency pager number provided on my voicemail if you are in a crisis. Should you feel that you cannot wait for me to return your call, you should call your family physician/psychiatrist or go to the emergency room at the nearest hospital. If you are covered by a managed care policy, and the situation allows you the time, you could contact your plan's emergency number and learn which hospitals in the area are covered by your policy.

If your emergency occurs after my business hours or on holidays, you can go the nearest emergency room or you can use my pager number to page me.

Emergency Commitments (Hospitalizations): In extreme emergencies it may be necessary to require a patient to be transported to a psychiatric hospital for an evaluation. If the patient is willing to go, often a responsible adult can take the patient to the appropriate evaluation center/hospital. If the patient is unwilling to go, I can complete the necessary orders, and the police can transport the patient. I will work with you to ensure that all the necessary steps are taken to assure the patient's safety and that of others. Depending upon the immediacy of the crisis the following resources may be contacted: 911-emergency services, psychiatric hospital, medical emergency room, managed care crisis manager, other relevant case adjudicator/counselor/worker.

Medical Emergencies: In the case of a medical emergency, the patient should be taken to the nearest emergency room or 911 should be called. Should the emergency occur in my office, and the patient's spouse, parent, or other responsible adult is not present, 911 will be called.

LIMITS ON CONFIDENTIALITY

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 other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. 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 (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).

- You should be aware that Martha Scrivener (The Callaway Group) and her clearinghouse are my billing service. In most cases, I need to share protected information with The Callaway Group for billing. They are bound by the same rules of confidentiality under which I work. They have been given training about protecting your privacy and have agreed not to release any information outside of the practice without my permission.
- I also have contracts with relevant business associates. As required by HIPAA, I have a formal business associate contract with certain businesses, in which they agree to maintain the confidentiality of data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of these organizations and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

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 my professional services, such information is protected by the psychologist-patient privilege law. I 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 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, and I am providing treatment related to the claim, I must, upon appropriate request, furnish copies of all medical reports and bills.

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 without his/her Authorization. These situations are unusual in my practice, but can occur:

- If I have reason to believe that a child has been abused, the law requires that I file a report with the appropriate governmental agency, usually the Department of Human Resources. Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, I must report to an agency

designated by the Department of Human Resources. Once such a report is filed, I may be required to provide additional information.

- If I determine that a patient presents a serious danger of violence to another, I may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police, and/or seeking hospitalization for 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 advice is required, formal legal advice may be needed.

BREACH NOTIFICATION

1. When the Practice becomes aware of or suspects a breach which is defined as “the acquisition, access, use or disclosure of PHI in violation of the HIPAA Privacy Rule,” the Practice will conduct a Risk Assessment which considers the nature and extent of the PHI involved, to whom the PHI may have been disclosed, whether the PHI was actually acquired or viewed, and the extent to which the risk to PHI has been mitigated. The Practice will keep a written record of that Risk Assessment.

2. Unless the Practice determines that there is a low probability that PHI has been compromised, the Practice will give notice of the breach as follows: If notice is required, any patient affected by a breach will be notified without unreasonable delay and within 60 days after discovery. A breach is ‘discovered’ on the first day that the doctor or other agent of the Practice is aware (or reasonably should have known) of the breach. Written notice by first-class mail will be provided to the patient at his or her last known address unless another format of contact is preferred and provided to the Practice. For breaches affecting fewer than 500 patients, the Practice will keep a log of those breaches during the year and then provide notice to HHS of all breaches during the calendar year, within 60 days after that year ends. For breaches affecting 500 patients or more, there are requirements including notification to HHS immediately and sending notifications to major media outlets in the area for publication purposes.

3. The Risk Assessment can be done by a Business Associate if it was involved in the breach. While the Business Associate will conduct a Risk Assessment of a breach of PHI in its control, the Practice will provide any required notice to patients and HHS.

4. After any breach, particularly one that requires notice, the Practice will re-assess its privacy and security practices to determine what changes should be made to prevent the re-occurrence of such breaches.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in one set of professional records, possibly two. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier (if applicable). Except in unusual circumstances that involve danger to yourself or others or makes reference to another person (unless such other person is a health care provider) and I

believe that access is reasonably likely to cause substantial harm to such other person (or if information is supplied to me confidentially by others), you or your legal representative 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, 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. In most situations, I am allowed to charge a copying fee of at least .50 cents per page (and for certain other expenses). The exceptions to this policy are contained in the Notice Form. If I refuse your request for access to your records, you have a right of review (except for information provided to me confidentially by others) which I will discuss with you upon request.

In addition, I also may or may not keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record (and information supplied to me confidentially by others.) These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

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 Notice form, and my privacy policies and procedures. I understand that I may submit a grievance to my doctor at any time and/or I may send the complaint directly to my health plan (if applicable). I am happy to discuss any of these rights with you.

MINORS & PARENTS

Patients under 18 years of age who are not emancipated and their parents should be aware that the law allows parents to examine their child's treatment records unless I believe that doing so would endanger the child or we agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is (at times) my policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. Any other communication will require the child's Authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

BILLING AND PAYMENTS

You will be expected to pay for each session when you arrive at the office for your appointment.

If your account is more than 60 days in arrears and suitable arrangements for payment have not been agreed to, I have the option of using legal means to secure payment, including collection agencies or small claims court. If such legal action is necessary, the costs of bringing that proceeding will be included in the claim. Our office will notify you once prior to a collections claim. By signing this form you are acknowledging responsibility of debt and are agreeing to a limited waiver of confidentiality to allow us to disclose the nature and frequency of our professional services to a collection agency or collection attorney, to the extent sufficient for debt collection purposes only. Such disclosure will not include any confidential information disclosed by you and will not include any professional opinions or recommendations rendered by Dr. Jenne. Further, my signature on this form holds Dr. Jenne harmless for any consequences which may occur if my account is turned over to a collection agency or attorney.

There is a \$25 dollar charge for a returned check.

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.

Signature: _____
Adult Patient or Legal Guardian of Minor

Date: _____

Signature: _____
Minor

Date: _____

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