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POLICIES, PROCEDURES AND PATIENT CONSENT

Psychological Services

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. 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 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 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.

Meetings

I typically will schedule you for one 50-minute session per week. During the initial session, I will ask questions about your concerns and other questions that will allow me to determine the issues relevant to your treatment. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide at least 24 hours advance notice of cancellation unless we both agree that you were unable to attend due to circumstances beyond your control. It is important to note that insurance companies do not provide reimbursement for missed or cancelled sessions.

Contacting me

Due to my work schedule, I am often not immediately available by telephone. My telephone is answered by a 24 hour voicemail. I will make every effort to return your call on the same day you make it, including weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call due to a medical or psychiatric emergency, dial 911 or go to your nearest emergency room.

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. 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 I practice with other mental health professionals and that administrative staff is employed. In most cases, I 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.

Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

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 the professional services I provided to you, such information is protected by the psychologist-patient privilege law. I 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, I am 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 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.

If a patient files a worker's compensation claim, I must, upon appropriate request, provide a copy of the patient's record to the appropriate parties, the patient's employer, the worker's compensation insurance carrier or the Labor Commission.

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.

Child Abuse: If I have reason to believe that a child has been or is likely to be subjected to incest, molestation, sexual exploitation, sexual abuse, physical abuse, or neglect, the law requires that I immediately notify the Department of Children and Families or an appropriate law enforcement agency. Once such a report is filed, I may be required to provide additional information.

Abuse of Vulnerable Adult: If I have reason to believe that any vulnerable adult has been the subject of abuse, neglect, abandonment or exploitation, I am required to immediately notify Adult Protective Services intake. Once such a report is filed, I may be required to provide additional information.

Harm to others: If a patient communicates an actual threat of physical violence against an identifiable victim, I am required to take protective actions. These actions may include notifying the potential victim and contacting the police, and/or seeking hospitalization for the patient.

Communicable Disease: If I have reason to believe that you are suspected of having or are suffering from a disease that is communicable, I am required by law to report this to the local health department.

Professional Records

As of April 14, 2003, I will keep two types of records on you. Your clinical record contains information such as treatment plans sent to insurance companies and progress notes, along with records of consultations and signed releases of information. This record is available for your review in my presence or in the presence of another professional. The other record contains my ***psychotherapy notes.*** These notes are for my own use. These are not available to you or to insurance companies, or anyone else without your written, signed authorization.

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 unless I decide that such access is likely to injure the child, or we agree otherwise. Parental involvement in a child's therapy is important, as is a child's freedom to talk about sensitive issues without concern that the information will be shared with their parents. **It is my policy to share 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 verbal authorization, unless I feel that the child is in <u>imminent</u> danger to self or other, in which case, I will notify the parents of my concern. I do not consider drug use, sexual activity, illegal activity, truancy, etc., to constitute imminent danger. Before

giving parents any information beyond general progress and attendance, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

Professional Fees
If you do not have mental health insurance coverage, my fee for an initial session is $225.00. My fee for subsequent 50-minute psychotherapy sessions (individual, couple, or family) is $200.00. In addition to appointments, I charge this prorated amount for other professional services you may need. Other services include letter or report writing, telephone conversations with you or on your behalf, consulting with other professionals, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge $250.00 per hour for preparation and attendance at any legal proceeding, payable with the request to appear.

Insurance Reimbursement
If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will submit claims to your primary and secondary health plans. You will be responsible for all deductibles and co-pays. **It is very important that you find out exactly what mental health services your insurance policy covers and comply with any requirements of your plan (e.g., getting preauthorization, physician referral, determining that I am on your plan's provider list, notifying me of changes in your health coverage).** Be aware that some services may be deemed "non covered" services because of diagnosis, modality of treatment, or for other reasons. I do not accept insurance assignment for psychological or psycho-educational testing. You will be responsible for the full evaluation fee on the final date of testing.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company.

You should also be aware that your contract with your health insurance company requires that I provide information to your health insurance company relevant to the services that I provide to you. I am required to provide a clinical diagnosis, dates of service and length of service. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire clinical record. In such situations, I 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, I have no control over how they handle this sensitive information once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a

copy of any report I submit, if you request it. **By signing this Agreement, you agree that I can provide requested information to your health insurance plan.**

Billing and Payments
I require payment of all fees at the time of service. I accept only cash or check. If you choose to use your health insurance, you will be expected to pay any amounts not covered by your health plan (e.g., co-payments, unpaid deductibles, missed appointment fees) at the time of service. You will be charged $35 for checks returned unpaid by your bank.

I have read and understand the procedures for emergencies, confidentiality, billing, and insurance, and I consent to treatment under the conditions described. I authorize the release of information to my insurance company (if applicable). I agree to the above-described terms regarding charges for appointments missed or cancelled late and fees for checks returned unpaid.

I HAVE READ THE INFORMATION IN THIS DOCUMENT AND CONSENT TO ABIDE BY ITS TERMS DURING OUR PROFESSIONAL RELATIONSHIP.

Client Signature	**Date**
Legal Guardian (if client is a minor)	**Date**
Financially Responsible Party (if different)	**Date**

Information Sheet

PATIENT

Name:_____

Address:_____

City:_____ State:_____ Zip Code:_____

Phone: Home:_____ Work:_____ Cell: _____

Email:_____

Sex: (M : F : Other) Date of Birth: _____ Age:_____ SSN: _____

Person to contact in case of emergency: _____ Phone:_____

Physician: _____ Phone:_____

RESPONSIBLE PARTY (Statements will be sent to)
This must be the person signing fee agreement as responsible party

Name:_____

Address:_____

City:_____ State:_____ Zip Code: _____

Phone: _____ (Home) Phone: _____ X _____ (Work)

INSURANCE INFORMATION

Primary Insurance Carrier: _____

Subscriber's Birth date: _____ Employer: _____
A photocopy of your card will be taken. Only complete below if you do not have a copy of your card (s).

Address:_____

City:_____ State:_____ Zip:_____ Phone: ( )_____

Subscriber's Name:_____ SS#_____ ID#_____

PATIENT NOTIFICATION OF PRIVACY RIGHTS

The Health Insurance Portability and Accountability Act (HIPAA) has created new patient protections surrounding the use of protected health information (PHI). Commonly referred to as the "medical records privacy law," HIPAA provides patient protections related to the electronic transmission of data (Transaction Rules), the keeping and use of patient records (Privacy Rules), and storage and access to health care records (Security Rules). HIPAA applies to all health care providers, including psychologists. Health care providers, health care agencies, and health insurance companies throughout the country are now required to provide patients a notification of their privacy rights as related to their health care records. You may have already received similar notices such as this one from your other health care providers.

As you might expect, HIPAA regulations are extremely complex and detailed. **My Notice of Psychologists' Policies and Practices to Protect the Privacy of Your Health Information** describes how mental health information about you may be used and disclosed, and how you may get access to this information. **My privacy policy is available online at www.drdiannerosen.com. If you would prefer a paper document, please ask me for one.** Please read this document, as it is important for you to know what patient protections HIPAA affords you. If you have any questions about any of the matters discussed in this document, please do not hesitate to ask me for further clarification.

By law, I am required to secure your signature indicating you have received this Notice of Psychologists' Policies and Practices to Protect the Privacy of Your Health Information. Thank you for your consideration of these matters.

I, _____, have been provided access to Dr. Rosen's Policies and Practices for protecting my health information online, or via a hard copy if so requested. I understand that it is my responsibility to read this document and to ask about anything that is unclear.

_____ Date _____
(Signature of Patient or Parent if minor)

_____
(Printed name of Patient)

_____ Date_____
(Witness by Dr. Rosen)