THE CONATIVE GROUP PLLC
THINKING, FEELING, GROWING

Andres Tapia, Ph.D.
Clinical Psychologist, 37760
4130 Bellaire Boulevard, #208
Houston, TX 77025
(713)993-7030
dr.tapia@theconativegroup.com

Patient Services Agreement

As potential clients of this practice, you and your child are entitled to receive a general description of the psychotherapeutic process and an explanation of the laws and regulations developed by the State of Texas and the U.S. Congress to ensure your privacy. Before initiating services, I am required to obtain your signed agreement regarding the Health Insurance Portability and Accountability Act (HIPAA) and the Texas State Board of Examiners of Psychologists (TSBEP).

Therapist-Patient Services Agreement

The Health Insurance Portability and Accountability Act (HIPAA)

- A federal law which provides new privacy protections and patient rights about the use and disclosure of your and your child's **Protected Health Information (PHI)** used for treatment, payment, and healthcare
- Requires that I provide you and your child with the **Texas Notice Form** (a Notice of Privacy Practices) for use and disclosure of PHI for treatment, payment, and healthcare
    - The Texas Notice Form (attached) explains HIPAA and how it applies to your and your child's personal health information in more detail.
    - Requires your signature acknowledging that I provided you with this information

Please read these documents carefully before our next session, and then we can discuss any questions you or your child have about the procedures. Signing this document also represents an agreement between us, and you can revoke this agreement in writing at any time. Revoking of the agreement will be binding unless: (1) I have taken action relying on the agreement, (2) your health insurer has imposed obligations on me in order to process or substantiate claims made on your insurance policy, or (3) financial obligations you have incurred have not been satisfied.

Psychological Services

Psychotherapy encompasses a variety of services and techniques. We may use many different methods to address you and your child's concerns. To achieve successful outcomes, you and your child need to be active in the process and work on things we talk about at home in between sessions. As guardians, you are expected to stay involved to assist your child with behavior change. Techniques and strategies learned in therapy sessions only start working when they are incorporated into daily life, as well.

While participating in psychotherapy can lead to significant benefits, it also has potential risks. Since therapy often involves discussing unpleasant aspects of life, you or your child may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, or helplessness. Sometimes, a child's behavior initially becomes worse after therapy first begins, because their status quo is being challenged. On the other hand, psychotherapy has been shown to have multiple benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. Overall, there are no guarantees of what you or your child will experience by participating in psychotherapy.

Our first session will involve an evaluation of your and your child's needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include, along with a suggested treatment plan. Please evaluate this information along with your own opinions of whether you feel comfortable working with me. If you have questions about my procedures, please address them whenever they arise so we can discuss them. If your doubts persist, I will be happy to help set up a meeting with another mental health professional for a second opinion.

Therapy Sessions

I usually will schedule **one appointment (45 minutes)** per week at an agreed upon time. You and/or your child's time actually in the session will be approximately 45 minutes. Some sessions may be longer or more or less frequent as agreed upon between us.

Most therapeutic relationships reach a natural concluding point. Sometimes, we will decide an estimated number of sessions to complete at the outset (after the initial evaluation). Other times, a planned duration of therapy may not be as clear. In either case, it is important to plan ahead for the conclusion. When you agree to begin therapy, you also agree to participate in an emotionally appropriate termination, which usually involves a concluding session designed to cover transition issues. This step is critical for all patients but is especially important for children, so they do not feel abandoned by their therapist.

Contacting Me

I am often not immediately available by telephone, and I probably will not answer the phone when I am with another patient. Calls are often answered and returned by my office staff or by a frequently monitored voicemail system. I will make every effort to return your call by the end of the day, with the exception of weekends and holidays. Messages left after regular business hours will generally be returned on the next business day. Be sure to leave your telephone number in your message. If you are often difficult to reach, please inform me of some times when you will be available.

In an **emergency situation**, if you are unable to reach me and require immediate assistance, please dial 911, or proceed to the nearest hospital emergency room, and ask for the psychologist or psychiatrist on call. If I anticipate that I will be unavailable for an extended period of time (e.g., vacation), I will provide you with the name of a colleague to contact, if necessary.

Due to the nature of electronic communication, I cannot guarantee complete confidentiality of any material you send me via email or text message. Therefore, I request you **do not send me emails or texts**. If you choose to do so, while I will not be able to reply directly via email or text, we can discuss the contents of your message at our next scheduled session.

Professional Fees

My session fee for 45 minutes of individual psychotherapy is **$200**. Once an appointment is scheduled, you will be expected to pay the session fee unless you provide notice of cancellation at least **24 hours in advance** of the session time (unless we agree you were unable to give 24 hours' notice due to circumstances beyond your control). The 24-hour notice period includes weekends, a.k.a., if your session is on Monday at 10am, you must cancel before Sunday at 10am. Notice of cancellation **must be given by phone** (not email, text message, etc.). If possible, I will try to find a time to reschedule the appointment. Your credit card information will be kept on file and will automatically be charged if an appointment is missed or cancelled with less than 24 hours' notice.

In addition to weekly therapy sessions, I charge the same posted professional rate of $200 per 45 minutes for other professional services you may need, though I will break down the cost if we work for periods of less than 45 minutes. Other services include conversations over the phone lasting longer than five minutes, consultations with other professionals with your permission, preparation/copying of records or treatment summaries, writing letters on your behalf, and performing any other service you may request of me.

If you become involved in legal proceedings requiring my participation, you will be expected to pay a retainer of $5,000 for my professional time before I commence with any related work. You will be billed for any and all time spent in conjunction with your case, including preparation, transportation, time at the court and/or with court officials and/or with attorneys or their administrative staff, and time waiting for proceedings. This list is not inclusive of items which may be billed, and fees are based on time spent regardless of location. You will be billed for my time and costs even if I am called to testify by another party. The retainer will be held until the legal proceedings have been resolved and a court order has been signed and sent to me. Any unused portion of the retainer will be returned to you at that time.

Billing and Payments

You will be expected to pay for each session **at the beginning** of each session, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment if I have sliding-scale slots available at the time. If your account has not been paid for more than 60 days, and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

Insurance Reimbursement

Currently, I do not accept health insurance. I am, however, an out-of-network provider, and I will provide a receipt after each session that you can submit to your health insurance provider if you choose. Further, regarding Medicare and/or Medicaid, I have "opt-out" status, and thus do not accept Medicare and/or Medicaid, and you will not receive reimbursement from those organizations for my services.

Professional Records

I am required by the laws and standards of my profession to keep all Protected Health Information (PHI) about you and your child in the patient's **clinical record**. Except in unusual circumstances involving danger to the child or others, you may examine and/or receive a copy of your clinical record if you submit a **written request**. In most circumstances, you will be charged a small copying fee of $0.50 per page (and for certain other expenses, including my time at the regular hourly fee). If your request for access to the clinical record is refused for whatever reason, you have a right of review which I will discuss with you upon your request.

You should be aware that pursuant to Texas law, psychological test data are not part of a patient's record. Because these are professional measurements, the raw results can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you and I initially review the testing report results together or that I forward the report to another mental health professional, so he/she can discuss the contents with you.

Patient Rights

A separate document entitled the "Texas Notice Form" has been given to you and provides detail about HIPAA. The following synopsis is intended to further clarify patient privacy.

HIPAA provides you and your child with several rights regarding your child's clinical record and disclosures of Protected Health Information (PHI). These rights include:

- Requesting that I amend the patient record
- Requesting restrictions on what information from the clinical record is disclosed to others
- Requesting an account of most disclosures of protected health information that have neither been consented nor authorized
- Determining the location to which protected information disclosures are sent
- Having any complaints that you make about my policies and procedures recorded in your child's records
- Having access to paper copies of:
    - This Patient Services Agreement
    - The attached Notice form
    - My privacy policies and procedures

Minors and Parents

Parents of a minor child (under 18 years of age who is not emancipated) have the right to any and all information about the child, including examination of the child's treatment records. All direct questions will be answered. However, if the treatment is for suicide prevention, chemical addiction or dependency, or abuse (sexual, physical, or emotional), the law provides that parents may not access their child's records. It should be noted that because of the delicate nature of the therapeutic alliance between the therapist and the child, it is important to maintain confidentiality whenever possible. Some information will not be shared with parents unless directly requested.

Confidentiality Limitations

The privacy of all communications a patient and guardian have with the patient's therapist is protected by the law. This written summary of exceptions to confidentiality should prove helpful in informing you about potential problems. However, it is important that we discuss any questions or concerns 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.

Authorization of release form required

In most situations, I can only release information about a patient's treatment to others if the guardian signs an authorization of release form meeting legal requirements imposed by HIPAA.

_____ (initial here) **An exception to this is consultation and case coordination with other clinicians within The Conative Group. Please initial this paragraph to indicate that you are aware of case coordination that may take place within The Conative Group. As with all consultation and coordination, every attempt will be made to keep your information private and confidential within the Group.**

Written, advance consent required

There are some situations in which the guardian is only required to provide written, advance consent for release of information. A signature on this Patient Services Agreement provides consent for the following situations:

- *Case consultation with other professionals*: If find it helpful, I may occasionally consult with other health professionals about a case. In consultations, I make every effort to protect the confidentiality of the patient's PHI and not reveal the patient's identity. The professionals with whom I might consult are also legally bound to keep information confidential. Unless a guardian objects, I will not inform the guardian or the patient of these consultations unless I find it important to our work together. However, all consultations will be noted in the patient's **clinical record**, which is included in PHI. (See the **Notice of Policies and Practices to Protect the Privacy of Your Health Information**)
- *Assistance from administrative staff*: Administrative staff in my office have access to patient and guardian protected information for administrative purposes, such as

scheduling and payment coordination. All staff members are trained in protecting privacy and agree to not release any information outside the practice without explicit direction.

Neither authorization or consent required

There are also some situations in which I am permitted or required to disclose information without either the guardian's authorization or consent:

- *Court order requesting information*: If a patient is involved in a court proceeding, and a court order is created requesting information concerning the patient's diagnosis and treatment, I am required to provide such information. If the court proceeding does not produce a formal court order for information, the information is protected by the licensed professional counselor-patient privilege law and will only be disclosed with the guardian's written authorization. If a patient is involved in or if a guardian is contemplating litigation, the family should consult with their attorney to determine how likely the court is to order me to disclose information. If a government agency requests information for health oversight activities, I may be required to provide it.
- *Worker's compensation claim*: If a patient's guardian files a worker's compensation claim with the employer, upon appropriate request, I must provide records relating to treatment or hospitalization for which compensation is sought.
- *Lawsuit filed against me by a patient's guardian*: If a patient's guardian files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself in court or mitigation proceedings.

Finally, there are some situations in which I am legally obligated to take action which I find necessary to protect others from harm, potentially requiring me to reveal some information about the patient's treatment (unusual in my practice):

- *Potential harm to self or others*: If I determine there is a probability of a patient inflicting imminent physical, mental, or emotional injury on himself/herself or on another (e.g., patient seriously threatens to do so), I may be required to take protective action by disclosing information to medical or law enforcement personnel, by contacting family members or those who could provide protection, or by securing hospitalization of the patient. By Texas law, if such a probability of imminent harm arises, a professional may disclose confidential information to medical or law enforcement personnel. If such a situation arises, I will make every effort to fully discuss it with the guardian before taking any action, and I will limit my disclosure to only that which is necessary.
- *Potential abuse of a minor or an elderly or disabled person*: If I have cause to believe any child under 18-years-old (a minor) 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), that a minor 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 I make a report to the appropriate governmental agency, usually the Department of Protective and Regulatory Services. Once such a report is filed, I may be required to provide additional information.

Your signature below indicates that you have read this agreement and agree to its terms and also serves as an acknowledgment that you have received the HIPAA Notice Form (Texas Notice Form) described above.

Name of child patient _____

Name of parent/guardian _____

Signature of parent/guardian _____ Date _____