



CLIENT SERVICES AGREEMENT

Welcome to SleepWell. This document (the Agreement) contains important information about the professional services and business policies you will encounter at SleepWell. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new 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, 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 before our next session. We can discuss any questions you have about the procedures at that time. 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 already 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.

CLINICAL SERVICES

At SleepWell, I offer a wide variety of clinical services, including psychotherapy, couples therapy, family therapy, sleep disorders evaluation and sleep disorders treatment. You may receive some or all of these services based on your individual need, and a mutual agreement between yourself and your treatment professional.

Psychotherapy, couples therapy, sleep disorders evaluation and sleep disorders treatment can have benefits and risks. In the case of psychotherapy, 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 we talk about both during our sessions and at home.

In the case of a sleep disorders evaluation, our first session will be almost exclusively for diagnostic purposes. Based upon the outcome of that evaluation, one possibility is that an overnight sleep evaluation will be recommended. With your permission and with your primary physician's authorization, we would then schedule that sleep evaluation at one of two sleep laboratories at which I commonly have my sleep patients tested. I will then read and interpret the sleep study, following which I will construct a comprehensive report. Yours and my next meeting will be for the purpose of explaining the results to you, and determining what the next step should be. One possibility is that results of the sleep study will suggest that you be referred to a different kind of specialist, for instance an ear-nose-and-throat (ENT) physician if the study shows a sleep disorder called sleep apnea. Another possibility is that the results might suggest that you and I can continue to profitably work together toward the resolution of your sleep problem. At that point, the benefits and risks of our working together may be very similar to those that would occur in a psychotherapy situation.

In the case of psychotherapy, our first few 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. Therapy may involve a large commitment of time, money, and energy, so you should be very careful about making the decision to proceed. 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.

MEETINGS

Psychotherapy sessions are usually 45 to 50 minutes long and usually occur on a weekly basis, but may vary depending on your individual needs. If you are seeking a sleep disorders evaluation, this also begins with an initial evaluation period of typically one session but possibly two sessions, and would also as above include a follow-up session if a formal sleep study is done. Following this, if the decision is for the two of us to continue to work together in treating the sleep disorder, sleep disorders treatment sessions usually are also 45 to 50 minutes long and also usually occur on a weekly basis, varying in frequency depending upon your individual needs.

Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 48 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 cancelled sessions, so that you will be expected to pay out-of-pocket the fee which the insurance company would otherwise have reimbursed me for. The reason for this is that when you schedule an appointment, I reserve a one hour block of time (to include 10-15 minutes for necessary paperwork) for you. This means that I cannot offer that time block to another party. Thus, if you either miss an appointment without notifying me in advance or give me insufficient time (less than 48 hours) to allow me to schedule someone else in your place, I need to charge you for that time directly. For the first missed appointment/late cancellation the charge is \$10. For the second, the charge is \$35 and for the third \$75. Should this situation occur yet again, we will discuss the reasons for it.

The situation that develops should you miss more than 10 minutes of the time allocated for you (e.g. late arrival, needing to leave early) is similar. If you are present for only a half hour of the time allocated for you, I cannot bill your insurance company for a 45-50 minute session, since only a half hour of service will have been rendered. To do otherwise would be fraudulent. I would need to bill the insurance company, in this case, for only a half hour session. Since the insurance company cannot be billed for the balance of the time reserved for you, you will be billed directly for the difference.

PROFESSIONAL FEES: SleepWell's standard fees are as follows:

Type of Appointment	Standard Fees:
Initial Psychodiagnostic Evaluation	\$155/45-50 min session
Initial Sleep Disorders Evaluation*	155/45-50 min session
Ongoing sleep disorders or psychotherapy appointments	125/45-50 min session
Reading and interpreting sleep studies	400/study

*Please note that your insurance company will not reimburse me for reading and interpreting your sleep study. Therefore, please be informed that you will be expected to pay the reading/interpretation fee out-of-pocket. This fee also includes my constructing a report, and forwarding of that report to one individual of your choosing.

In addition to weekly appointments, I charge \$100 per hour for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services may include: report writing other than writing the initial sleep report (15¢ per page or \$15., whichever is the larger of the two), telephone conversations lasting longer than 5 minutes, consulting with other professionals external to SleepWell (with your written permission), preparation of records or treatment summaries should you wish these to be forwarded to another party, 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 \$125 per hour for preparation and attendance at any legal proceeding.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. I probably will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by confidential voice mail, that I monitor frequently. I will make every effort to return your call promptly. If you are difficult to reach, please inform me in your voicemail message 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 but feel that your situation is urgent, contact your family physician or the nearest emergency room. If I will be unavailable for an extended time (i.e. vacations or illness), I will provide you with the name of a colleague that you may contact if necessary .

LIMITS ON CONFIDENTIALITY

Many laws protect 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, unless it is with another of your treatment professionals with whom you have provided me written authorization to consult, I make every effort to avoid revealing your identity. The other professionals are also legally bound to keep the information confidential. If you do not 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 also have contracts with other professional agencies necessary for the smooth operation of this practice (e.g. Health Insurance Companies). As required by HIPAA I have a formal business associate contract with all of these businesses, in which they promise to maintain the confidentiality of these data except as specifically allowed in the contract or otherwise required by law.
- 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 the professional services that I provided you and/or the records thereof, 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 by law to provide it.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

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. These situations are unusual in my practice.

- If I have reason to suspect that a child has been abused or neglected, the law requires that I file a report with the Division of Children, Youths and Families. Once such a report is filed, I may be required to provide additional information.
- If I suspect or have a good faith 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 I file a report with the appropriate governmental agency, usually the Department of Health and Human Services. Once such a report is filed, I may be required to provide additional information.
- 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, I 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, 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.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I 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, 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 circumstances, I charge 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 requesting that I amend 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 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. I am happy to discuss any of these rights with

you.

MINORS & PARENTS

For patients under 18 years of age who are not emancipated, their parents should be aware that the law allows them to examine their child's treatment records unless I decide 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 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. I will also provide parents with a summary of their child's treatment when it is complete. 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 at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement such as your paying only a co-payment (once you have fulfilled your deductible, if relevant). Payment for reading/interpreting a sleep study is expected once the report has been written. 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, 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 which will require me to disclose otherwise confidential information. 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. If such legal action is necessary, its costs will be included in the claim.

INSURANCE REIMBURSEMENT

In order for us 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 complexities and risks associated with using your insurance benefits. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, ultimately it is you (not your insurance company) who are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers, including what your deductible is, if any; the number of sessions your insurance company allows per calendar year; and the amount of your co-pay.

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. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available, especially if you have seen more than one mental health provider in a calendar year. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that

they need more services after insurance benefits end.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that 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 (rarely) copies of your entire Clinical Record, especially if I must request authorization for additional sessions for you. 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 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. 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 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 for my services yourself to avoid the problems described above.

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 DESCRIBED ABOVE.

Client signature or signature of legal guardian

Printed name

Date