COURTNEE A. PELTON, PSY.D.

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Outpatient Services Contract

Welcome to my practice. This agreement contains important information about my professional services and office policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPPA), a federal law that provides for privacy protections and client 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. HIPPA 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 accompanies this agreement, explains HIPPA and its application to your personal health information in detail. As required by law, on the last page of this agreement you are asked for your signature acknowledging that I have provided you with this information. When you sign this document, it will represent an agreement between us.

Description of Professional Services:
Psychological services may include but are not limited to the following: Initial Evaluation, Individual Psychotherapy, Telephone Conferences, Educational Assessment, Intellectual Assessment, Personality Assessment, and Neuropsychological Assessment. The purpose of these psychological services is to promote healthy individual and relational functioning.

Specific Information on Psychotherapy Appointments:
The first appointment is an initial evaluation that lasts approximately 60 minutes and will include an evaluation and discussion of your current concerns. Individual psychotherapy sessions are 50-minute appointments and occur after the initial evaluation. The number of therapy sessions required to address specific behavioral health concerns are variable but generally brief. Your provider will work with you to formulate specific goals for treatment and a treatment plan. She will engage with you in an ongoing evaluation of these treatment goals and a discussion about lengthening or discontinuing treatment if treatment goals are not being met.

Specific Information on Psychological Assessment Appointments:
Psychological assessment refers to ADHD, personality, and neuropsychological assessment.

Professional Fees:
My hourly fee is $150.00 for the initial evaluation and all 50-minute follow-up appointments. I charge $150 for all other professional services and will break down the hourly cost if I work for periods of less than one hour. Other services include administration, scoring, and report writing for assessments, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, and preparation of records or treatment summaries. The cost of neuropsychological assessment is usually covered by insurance. If your insurance company will not cover the cost you will pay a fee of $1,500 which covers the

cost of the initial intake, testing, and feedback to you as well as the time spent scoring tests and writing the report.

If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge $300.00 per hour for preparation and attendance at any legal proceeding. All fees are subject to change, but each patient will be given advanced notice of any changes that should be anticipated.

Billing and Payments:
You will be expected to pay for each session at the beginning of each session. I accept check, cash, and credit card with the exception of American Express. There will be $25 fee for all returned checks. You will be expected to pay co-pays or session fees at the time that services are rendered, unless we agree otherwise or you have insurance coverage that requires another arrangement.

Cancellation and Missed Appointment Policy:
If you need to cancel an appointment, please contact me with 24-hour notice. You will be charged the full fee for the missed or late cancelled session unless there has been an emergency that we agree was beyond your control.

Insurance Reimbursement:
I am a Certified Non-Network Participating TRICARE provider, which means that I agree to file claims for beneficiaries, accept payment directly from TRICARE, and to accept the TRICARE maximum allowable charge as payment in full for their services. Please keep in mind that I will need to provide TRICARE with information relevant to the services that I provide you which includes a service and diagnosis code. Sometimes I am required to provide additional 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 that is necessary for the purpose requested. By signing this agreement, you agree that I can provide requested information to your health plan.

I am not currently on any other insurance panels although if you would like to submit a claim to your insurance company for reimbursement, I will provide you a copy of your billing statement each session. Please keep in mind that you are still responsible for payment at each session.

Overdue Accounts:
Accounts are considered delinquent after 30 days of non-payment. Delinquent accounts that go unpaid for more than 90 days will be turned over to a collection agency, with a surcharge of 30% added. Clients will be given notice before their account is turned over to a collection agency.

Professional Records:
The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records, or I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If

you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. Patients will be charged an appropriate fee for any professional time spent in responding to information requests or creating summary records.

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

There are some situations in which I am legally obligated to take actions, which I believe are necessary 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 reasonable cause to believe that a child under age 18 is suffering physical or emotional injury resulting from abuse inflicted upon him or her which causes harm or substantial risk of harm to the child's health or welfare (including sexual abuse), or from neglect (including malnutrition), the law requires that I file a with the Department of Social Services. Once such a report is filed, I may be required to provide additional information.
- If I have reason to believe an elderly or handicapped individual is suffering from abuse, the law requires that I report to the Department of Elder Affairs. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates an immediate threat of serious physical harm to an identifiable victim or if a patient has a history of violence and the apparent intent and ability to carry out the threat, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, and/or seeking hospitalization for the patient.
- 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 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

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 your diagnosis and treatment, 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 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, I must, upon appropriate request, provide appropriate information, including a copy of the patient's record, to the patient's employer, the insurer or the Department of Worker's Compensation.

_____ _____

Patient (or Guardian) Signature DATE

_____

Patient's Printed Name

_____ _____

Psychologist's Signature DATE

_____

Psychologist's Printed Name

Notice of Privacy Practices

The Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule requires us to notify you about how we use and disclose your protected health information. *Protected health information (PHI)* includes any information that we collect about you (i.e., the client and/or patient) while providing our services to you. This includes identification information (e.g., your name, address, and date of birth), information relating to your past, present, and future health status and related health care services (e.g., your symptoms, diagnosis and assessment findings, and treatment information), and billing and health insurance information.

How Your PHI is Used and Disclosed

Once you have accepted and signed this Notice of Privacy Practices, Courtnee Pelton, Psy.D, LLC does not require your authorization to disclose your PHI to others for the following reasons:

- For the provision, coordination, or management of health care and related services by this health care provider. This includes consultation between health care providers relating to your treatment and/or assessment, or referral of your case to another health care provider.
- To obtain payment for the service provided to you, including billing, determinations for eligibility or coverage, claims management, collection activities, and utilization review.
- To maintain health care operations of this practice. Activities under this category include assessment of the clinic's quality for process improvement, training activities, conducting medical reviews, legal services to enforce or defend our legal rights, auditing, health care fraud and abuse detection, business planning, and administrative services.

The law further requires that this provider release your PHI without your authorization in cases of:

- Suspected abuse or neglect of children, disabled adults, and geriatric adults.
- Health or governmental oversight activities. If a complaint is filed with the Virginia Board of Psychology against Courtnee Pelton, Psy.D, LLC, the Board has the right to subpoena a patient's PHI related to the complaint.
- Judicial or administrative proceedings. If your PHI is subpoenaed during court proceedings, you have the right to disallow this provider to release your information. However, under a court order this provider must release your PHI to the court in the manner dictated on the order.
- If you file a workers' compensation claim, this provider must provide a report to your employer documenting findings concerning your injury and treatment in order for the Worker's Compensation Commission to determine your eligibility for workers' compensation.
- Disclosures to avert a serious threat to health or safety. This provider is legally required to release your PHI to the appropriate authorities if doing so would prevent or lessen a serious or imminent threat to the health or safety of a person (including you) or the

public. In such a case this provider would only disclose your information to people who are reasonably able to prevent or lessen the threat, including the target of a threat.

- If the patient receiving services from Courtnee Pelton, Psy.D, LLC is a minor (under age 18 years), the parent(s) or legal guardian(s) of the minor have a right to review the minor's health records, including PHI. However, a minor's PHI will not be released to his/her parent(s) or legal guardian(s) in cases in which this provider determines by exercising professional judgment that doing so would result in substantial harm to the minor or would not be in the minor's best interest.

Use and Disclosure of Your PHI that Requires Additional Authorization

Beyond the acceptance and signing of this Notice of Privacy Practices, Courtnee Pelton, Psy.D, LLC will require your additional written authorization in order to use your PHI for purposes outside of treatment, payment, or health care operations and for purposes not covered by laws regarding mandatory release of patient information. If you wish for this provider to release your records for any purpose other than those described above, you must complete and sign the Authorization for Release/Disclosure of Information form or provide the following information in writing with your signature:

- Exactly what information you would like released
- To whom you would like the information released
- The purpose for the disclosure
- An expiration date upon which your authorization will no longer be valid

In cases where your authorization is required to release your information (excepting your acceptance and signing of this Notice or Privacy Practices), you will have the right to revoke your authorization. Revocation of your authorization must be in writing. Once you authorize this provider to release your PHI, that information may be subject to re-disclosure by the third party recipient and is no longer protected by the HIPAA Privacy Rule or by Courtnee Pelton, Psy.D, LLC. An authorization to release your entire record will not include the release of psychotherapy notes unless you specify this on your written authorization.

Your Rights under the HIPAA Privacy Rule

- You have the right to be notified about potential uses and disclosures of your PHI.
- You have the right to obtain a hard copy of this Notice of Privacy Practices, even if you had already been provided one previously.
- You have the right to request restrictions on how Courtnee Pelton, Psy.D, LLC uses and discloses your information. This provider may agree to your request, but is not required to, as there are many legal and ethical requirements regulating the use or disclosure of PHI.
- With a few exceptions, you have the right to inspect and obtain a copy of your records from Courtnee Pelton, Psy.D, LLC. This provider we will do her best to comply with a patient's request to inspect and obtain a copy of his/her records within 30 days of the request. The exceptions to this right are as follows:

  - You do NOT have the right to inspect or obtain a copy of your psychotherapy notes.
  - You do NOT have the right to inspect or obtain a copy of any information Courtnee Pelton, Psy.D, LLC has compiled about you in reasonable anticipation of, or for use in, a civil, criminal, or administrative action.
  - Courtnee Pelton, Psy.D, LLC may refuse a patient's request to inspect or obtain a copy of his/her record if she determines, in the exercise of professional judgment, that giving the patient access to his/her records is reasonably likely to endanger the life or physical safety of the patient or is reasonably likely to cause substantial harm to another person referenced in the patient's record.

- You have the right to request an amendment to, but not deletion from, your record if you feel that the information therein is incorrect.
- You have the right to receive an accounting of disclosures of your PHI carried out by Courtnee Pelton, Psy.D, LLC over the past six years.

Questions or Complaints

- If you believe that your rights under the HIPAA Privacy Rule (as outlined above) have been violated by Courtnee Pelton, Psy.D, LLC, or if you disagree with a decision she has made regarding the use or disclosure of your PHI, please notify her as soon as possible, either in person, by mail, by telephone, or by e-mail.

- You may also file a complaint with the Civil Rights Office.

  Office for Civil Rights
  U.S. Department of Health and Human Services
  150 S. Independence Mall West, Suite 372
  Public Ledger Building
  Philadelphia, PA 19106-9111
  Phone: (215) 861-4441
  TTD: (215) 861-4440
  Fax: (215) 861-4431

Acknowledgement of Notice of Privacy Practices

- The Health Insurance Portability and Accountability Act Privacy Rule requires us to notify you about how we use and disclose your protected health information, what your rights are regarding the use of your protected health information, and about the requirements of the law pertaining to the use of your protected health information. By signing below, you acknowledge that you have been provided with a copy of Courtnee Pelton, PsyD, LLC's Notice of Privacy Practices and that you have read and agree with the conditions outlined in the Notice of Privacy Practices.

_____

Patient's Printed Name

_____ _____

Signature Date