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General Information & Psychotherapy Service Agreement

Welcome to my practice. This document contains important information about my professional services and business policies. This document 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 at the end of this session. Although these documents are long, 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. 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.

Limits of Confidentiality: The law protects the privacy of all our communications. 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 state law and/or HIPAA. But, there are some situations where I am required or permitted to disclose information or take action without either your consent or Authorization:

- I 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.
- You should be aware that I employ administrative staff. 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 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 may be required by health insurers or to collect overdue fees.

- If you are involved in a court proceeding and a request is made for information about the professional services that I have provided you and/or the records thereof, I may be required to disclose such information about you. If you are involved in or contemplating litigation, consult with your attorney to determine whether a court would be likely to order me to disclose information, and please notify me of your preferences.
- If a government agency is requesting the information for health oversight activities pursuant to their legal authority, 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 to defend myself.
- If a patient files a worker's compensation claim, I must, upon appropriate request, disclose information relevant to the claimant's condition, to the worker's compensation insurer.

§ I'm required by law to report any suspected child abuse, neglect or sexual abuse to protect the child/children involved. Once such a report is filed, I may be required to provide additional information.

§ I am obligated by law to report any suspected abuse, neglect or sexual abuse of an elderly person or dependent adult to protect the elderly person or dependent adult involved. 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 an identifiable victim, I must take protective actions, including notifying the potential victim and contacting the police. I may also seek hospitalization of the patient, or contact others who can assist in protecting the victim.

§ If I have reasonable cause to believe that the patient is in such mental or emotional condition as to be dangerous to him or herself, I may be obligated to take protective action, including seeking hospitalization or contacting family members or others who can help provide protection.

If any of the preceding situations arise, I will make every effort to discuss it with you before taking action and I will limit my disclosure. It is important that we discuss any questions or concerns that you may have now or in the future about these limits to confidentiality, but I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

In couple's or family treatment, please be aware that information shared with me will be disclosed to your partner or family if they are participating in treatment. I will not agree to hold secrets on any one partner's behalf. If you feel something should not be shared with your partner, please do not tell me your secret(s). At such times, it may be most appropriate for you to seek the support of an individual therapist who is independent of your couple's treatment, and who will consult with me regarding the broad issues, and not the specifics of your secret(s).

If you participate in group therapy with me, you are expected to maintain complete confidentiality regarding information divulged by other group members. If you participate in group therapy with another therapist, it is to your advantage to request that I make regular contact to coordinate your care with that group therapist.

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.

Because clients often disclose to their therapists many deeply felt personal thoughts and experiences, the relationship can become very close and important. Sometimes clients come to want the relationship to become more than a therapeutic relationship. Although these feelings are understandable, it is necessary for all clients to recognize that I cannot at any time, during or after your course of therapy, be friends or engage in any business endeavors. Should we meet by chance on the street or at a social gathering, I will keep our conversation to a minimum. While talking about sexual thoughts or feelings may be a part of therapy for many people, actual sexual relations between clients and psychotherapists is never OK. These boundaries are important for ethical, effective psychotherapy.

Meetings: I normally conduct an evaluation for 2 to 4 sessions. During this time, we can both decide if I can provide the services that you need. If you have questions about my procedures, we can discuss them at any time. You also have the right to choose not to receive therapy from me at any time, and I will provide you with names of other qualified professionals whose services you might prefer.

If psychotherapy is begun, I will usually schedule one 45-minute session (one appointment hour of 45 minutes duration) per week at a time we agree on. Some sessions may be longer or more frequent. In a sense, we have a contract whereby you have the exclusive use of my time for your scheduled appointment. In the event that you are unable to keep your appointment, I ask that you cancel as soon as possible and at least by 5PM the business evening before your appointment.

You are asked to refrain from being under the influence of alcohol and/or recreational drugs during our meetings. If you choose to come to sessions intoxicated, I might end our session early. I might also refer you to a chemical dependency treatment program, and thereafter re-evaluate the feasibility of continuing our work together.

Availability: My usual call-in hours are from Monday through Thursday, between 10 and 11 AM, at 858-277-2772. When I am unavailable, my telephone is answered by voice mail that I monitor frequently. I will make every effort to return your call on the same day you make it,

with the exception of Fridays, weekends, holidays and vacations. If I have not returned your call within 2 or 3 business days, please assume my answering system isn't working properly and leave me another message.

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, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, you may request the name of a colleague to contact in my absence. If you wish, I can help you make arrangements for scheduled appointments with a colleague during my absences.

I do not communicate with patients through email, because of the lack of confidentiality. Please use the telephone and leave me a message if you need to contact me between appointments. I also travel regularly, and therefore might be unavailable for emergencies. If you are experiencing an emergency, you must be willing to accept responsibility for your own safety as a condition of working with me. This may include contacting your family physician, your psychiatrist, or proceeding to your local hospital emergency room. You might also want to contact the 24-hour crisis line (1-800-479-3339) until you can reach me.

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Professional Records: Pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. 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. Except in unusual circumstances in that disclosure would physically endanger you and/or others or makes reference to another person (unless such other person is a health care provider), 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. There will be a copying fee of 25 cents per page and mailing costs, if mailing is requested. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical Records, you have a right of review (except

for information supplied to me confidentially by others) which I will discuss with you upon request.

In addition, I also 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. The contents of Psychotherapy Notes can include the contents of our conversations, my analysis of those conversations, how they impact on your therapy, particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. They also include information from others provided to me confidentially. 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 with HIPAA: 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 attached Notice form.

Physical Health & Referrals: Your physical health can have profound influence on your emotional well-being. I urge you to have a physical examination to rule out any physical conditions causing or exacerbating your current emotional state. You also are strongly encouraged to follow up on referrals for any additional services we may discuss. Similarly, it is your responsibility to keep current with your physical condition by receiving medical check-ups and/or care. Please understand that my commitment to working with you extends only as far as you agree to work toward keeping me informed of your health decisions and your willingness to follow the advice of your healthcare providers. I agree to work with you only if you cooperate with the prescribed medical treatment deemed necessary by the professionals you have chosen, and keep me informed of any changes in your condition(s) or treatments, without my needing to ask. If you are not willing to work with professionals when you are seriously physically or mentally ill, I typically cannot supply you with the treatment you need in an outpatient psychotherapy setting. Therefore, under these circumstances, I reserve the right to terminate our relationship and refer you to other sources to help you obtain a higher level of care.

You may also benefit from knowing that I work in an office building with other therapists, but each of us operates independently. I am solely responsible for referrals given and the quality of care I provide.

Financial Policies: Full payment is due at the time of service, unless we have agreed to other arrangements prior to our meeting. If an appointment is missed or cancelled by 5PM on the evening of the business day before your appointment, my full fee will be charged for the missed appointment, regardless of circumstance. To accommodate emergency cancellations,

if I am able to reschedule you during the same week, your cancellation fee will be waived. If you use health insurance, co-payments are deductibles are due at the time of service. It is your responsibility to contact your insurance company and obtain the facts related to your mental health coverage prior to your appointments. Typically, insurance companies have policies against billing for cancellations, so if you miss your session or don't cancel by 5PM on the business evening before your appointment, you will be responsible for my entire fee for the session, which is the portion your insurance company would have covered, plus your usual co-pay.

Other services involving additional fees include report writing, telephone conversations lasting longer than 5 minutes, consulting with other professionals on your behalf, preparation of records or treatment summaries, and the time spent performing any other service you request of me. A \$20 fee will be charged if you request a year-end statement for income tax purposes. There is a \$20 service charge for returned checks. If you have an outstanding balance at the termination of your treatment, post-dated checks will be required at our last session for the entire balance of your account.

If you become involved in legal proceedings that require my participation, you will be responsible to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify about your treatment by another party. Because of the difficulty of legal involvement, my fees for preparation and attendance at any legal proceeding are substantially higher than for psychotherapy, and not reimbursable by your health insurance. 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, such as hiring a collection agency or going through the court system. These procedures will usually require disclosure of your name, the nature of services provided, and the amount due. If legal action is necessary, my costs will be included in the claim.

I have read and understand the policy outlined above, and agree to pay the following amounts due at the time of my appointment with Dr. Maheu:

_____ co-payment/cash fee (initial evaluation session)

_____ co-payment/cash fee (subsequent psychotherapy sessions)

Insurance Reimbursement: Please carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about your coverage, call your plan administrator. My billing staff will submit insurance forms or provide you with whatever assistance possible to help you receive the benefits to which you are entitled; however, in most cases, you (not your insurance company) are responsible for full payment of my fees.

It is sometimes difficult to determine exactly how much mental health coverage is available until payment arrives. Furthermore, "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. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.

Your contract with your health insurance company may require that I provide it with information about you. Usually, I am required to provide a clinical diagnosis, treatment plans or summaries, or copies of your entire Clinical Record. 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. Both you and I should receive a written notification from the insurer stating what they are requesting, why they are requesting it, how long it will be kept and what will be done with the information when they are finished with it. Please retain a copy of all monthly statements and communications from your insurance company.

It is important to remember that you always have the right to pay for my services yourself to avoid the procedures described above, unless I am prohibited by contract with an insurance company to render such services to you.

Termination: Termination of therapy is inevitable. Either of us may terminate our work together if we do not think it is in your best interest, or we can make that decision together if your work is complete. However decided, termination can and ought to be made a valuable part of the psychotherapy experience. I typically will ask that we meet for one or two sessions after an agreement to terminate. Such sessions are usually quite rewarding, allowing us to review your goals and accomplishments, outline any further work to be done, and examine your options for the future. It is also important to discuss if you would like to take a vacation from therapy. We often can arrange for such time to be maximally productive if discussed ahead of time.

One more bit of legalese: 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 previously. By signing this Agreement, you also agree that I can provide and obtain requested information to your insurance carrier, if you have supplied me with contact information about your insurance carrier.

I would like to end by sincerely welcoming you to my practice. I look forward to a successful and therapeutic relationship with you.

By signing below, you are indicating that you have read this document carefully and fully understand the benefits and risks. You further agree that you have had the opportunity to ask any questions and have received satisfactory answers. With this knowledge, you voluntarily consent to participate in receiving care, treatment, and

