

SERVICES AGREEMENT

Welcome to the Capital Institute for Cognitive Therapy (CICT). This document (the Services Agreement) contains important information about our professional services and business policies. It also contains detailed information about your privacy rights under the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights regarding 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 Psychologist's Policies and Practices to Protect the Privacy of Your Health Information* (the Notice). The Notice explains HIPAA and its application to your personal health information. The law also requires that I obtain your signature acknowledging that I have provided you with the Notice. In addition, you will also be asked to sign a form indicating that you accept the terms of this Services Agreement. Although these documents are long and sometimes complex, it is important that you read them carefully before our next session. We can discuss any questions you have at that time.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and patient, and the problems you are experiencing. There are many different methods that 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 active effort on your part. 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.

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 involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. 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.

STAFF

Stephen Holland, Psy.D. is licensed as a psychologist in the District of Columbia and Maryland.

Jacqueline Beaudry, Psy.D. is licensed as a psychologist in the District of Columbia and Maryland.

Arielle Bernstein, Psy.D. is licensed as a psychologist in the District of Columbia.

Kevin J. Crowley, Ph.D. is licensed as a psychologist in the District of Columbia.

Emily Dameron, M.A. is an Extern currently enrolled in a doctoral program in clinical psychology. She practices under the supervision of Dr. Jessica Nemeth and billing for her services is under Dr. Nemeth's license number.

John Michael Della Porta, Psy.D. is licensed as a psychologist in the District of Columbia

John P. Dennis, Ph.D. is licensed as a Psychologist in the District of Columbia and Maryland.

Brittany Gould (formerly Leibowitz), Psy.D. is a Post-Doctoral Fellow and is licensed as a Psychology Associate in the District of Columbia, Maryland, and Virginia. She practices under the supervision of Dr. Jessica Nemeth and billing for her services is under Dr. Nemeth's license number.

Gareth Harrison, Psy.D. is licensed as a psychologist in the District of Columbia and Maryland.

Maria Hays, Psy.D. is licensed as a psychologist in Maryland.

Casey Hearing, Ph.D. is licensed as a psychologist in Maryland.

Hyejin Jin, Ph.D. is licensed as a Psychologist in the District of Columbia and Maryland.

Siam Job, M.S. is an Extern currently enrolled in a doctoral program in clinical psychology. They practice under the supervision of Dr. Kevin Crowley and billing for their services is under Dr. Crowley's license number.

Diane Lameira, Ph.D. is licensed as a psychologist in the District of Columbia and Maryland.

Jessica Nemeth, Psy.D. is licensed as a Psychologist in the District of Columbia and Virginia.

Ryoichi Noguchi, Ph.D. is licensed as a Psychologist in the District of Columbia and Virginia.

Jayne Snisky, M.A. is an Extern currently enrolled in a doctoral program in clinical psychology. She practices under the supervision of Dr. John P. Dennis and billing for her services is under Dr. Dennis's license number.

Rachel Thomas, Psy.D. is a Post-Doctoral Fellow and is licensed as a Psychology Associate in the District of Columbia. She practices under the supervision of Dr. John Michael Della Porta and billing for her services is under Dr. Della Porta's license number.

Shane Wise, Ph.D. is a Post-Doctoral Fellow and is licensed as a Psychology Associate in Maryland, the District of Columbia, and Virginia. He practices under the supervision of Dr. John P. Dennis and billing for her services is under Dr. Dennis's license number.

MEETINGS

I normally conduct an evaluation that will last from 1 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 45-minute sessions per week at a time we agree on. However, I may recommend more or less frequent sessions or different length sessions depending on your situation.

I attempt to start sessions on time. If I am late, I will extend the session at the end to ensure that you have the full time, or I will adjust the fee to reflect the shorter session. If you are late, we will end at the scheduled time. Priority in scheduling appointments is given to patients who are seen weekly.

CANCELLATION

Twenty-four-hour notice is required to cancel a session. If, for any reason, you are not able to give 24-hour notice, you will be charged for the session. Please note that insurance companies do not reimburse for canceled sessions, so you will be responsible for the full session fee. If you cannot make it to the office in person, it is possible to do a session by phone, although insurance companies generally do not reimburse for phone sessions.

CONTACTING ME

Due to my work schedule and the fact that I do not take regular calls during sessions, I am often not immediately available by telephone. When I am unavailable, voice mail answers my telephone. I will try to return your call on the same day you make it, except for weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. Be sure to include your phone number with your message.

You may contact me by email for non-urgent matters. However, you should be aware that e-mail is not a secure form of communication and CICT cannot guarantee the confidentiality of emails. In addition, I may not be able to check e-mail during the day, so anything that is time-sensitive should be handled by phone. Emails we exchange may become part of your clinical record.

EMERGENCIES

If you experience a life-threatening or other medical emergency, you should immediately call 911 or go to the nearest hospital emergency room, then contact me. If you wish to speak to me for any other urgent reason, you may call my urgent message number and leave a message:

- Dr. Holland: 202-688-5688
- Dr. Beaudry: 267-225-0427
- Dr. Bernstein: 202-642-5812
- Dr. Crowley: 202-656-5331
- Emily Dameron: 202-430-6194
- Dr. Della Porta: 571-969-2998
- Dr. Dennis: 913-912-3545
- Dr. Gould: 202-936-7561
- Dr. Harrison: 202-524-0396
- Dr. Hays: 410-657-2199
- Dr. Hearing: 301-679-5303
- Dr. Jin: 202-627-0385
- Siam Job: 202-994-2465
- Dr. Lameira: 317-762-0852
- Dr. Nemeth: 202-643-8098
- Dr. Noguchi: 202-630-2872
- Jayne Snisky: 240-813-0726
- Dr. Thomas: 202-695-3374
- Dr. Wise: 240-780-2079

I monitor my urgent message number 24 hours a day, seven days per week. Calls after 10:00 p.m. should be reserved for situations that cannot wait until the morning. I try to return urgent calls within an hour. However, that may not always be possible. If you do not hear back from me within an hour, call and leave another message. If you wish to speak to me between our regular sessions but the situation is not urgent, please call the main office number (202-234-0903). I will call you back and arrange for a time to speak by phone or, if you prefer, for an additional in-person session.

ELECTRONIC COMMUNICATION

Electronic communications, including email and text messages, are not secure. To maintain your privacy and meet legal requirements of confidentiality, CICT uses email and text messaging only with your permission and only for administrative purposes, unless we have made another agreement. That means that email exchanges and text messages with my office should be limited to things like setting and changing appointments, billing matters and other administrative issues. I recommend that you do not email or text message me about clinical matters because email and text are not secure and may compromise your confidentiality. If you wish to discuss a clinical matter with me, please call me so we can speak by phone, or wait to talk to me about it during our next therapy session. You may elect to email me through our Patient Portal, which will provide greater security than standard email, however, even with the Portal we cannot guarantee the confidentiality of email communication.

If you do email or text me, I will assume that you understand and have considered the implications of using that form of communication and that you are giving me permission to respond in the same way. Please also note that emails and text messages with clinically relevant information may become part of your clinical record. In addition, even if you chose to send me clinical information via email or text, you should know that as a rule I will not provide advice or clinical input via electronic means, though I may acknowledge having received your communication.

Communication through social media, such as Facebook and Twitter, carries a high probability of compromising your confidentiality. For that reason, I request that you do not contact me via social media and I will not respond to such communications. If we do encounter each other accidentally through social media, I will make reasonable efforts to cancel or delete those contacts.

CICT staff will not use web searches to gather information about you without your permission. CICT believes that this violates your privacy rights. However, it is possible that you might find information about me through social media or web searches. Please understand that such information may not be accurate. If you do encounter any information about me, please discuss it with me during our sessions so that we can talk about any potential impact on our relationship and your treatment.

It has become common for clients to review their health care provider on various websites. Unfortunately, mental health professionals cannot respond to such comments and any errors they may contain because of confidentiality restrictions. If you encounter such reviews of me or any professional with whom you are working, please share it with me so we can discuss it and the potential impact on your therapy. Please do not rate my work with you while we are in treatment together on any website, since doing so could affect our ability to work together. If you have any concerns or wish to give me feedback of any kind, please discuss this directly with me in session, or contact the Director of CICT, Dr. Stephen Holland. My goal will always be to address any concerns that come up so that our work together can be as helpful to you as possible.

PROFESSIONAL FEES

The standard session fee is for a 45-minute session. If we schedule a longer or shorter session, the fee will be prorated in 15-minute increments. In addition to weekly appointments, I charge for other professional services

you may need, including report writing (excluding standard treatment reports that may be required by your insurance company), clinical telephone conversations lasting longer than 5 minutes, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. I reserve the right to increase fees on an annual basis.

If you become involved in legal proceedings that require my participation, you will be expected to pay for all my professional time, including preparation and transportation costs, even if I am called to testify by another party. The fee for any of these services will be prorated based on your session fee. If you are involved in a legal matter that is expected to take more than two hours of my time, you will be required to pay a retainer fee in advance to cover the anticipated cost.

BILLING AND PAYMENTS

Payment is expected at each session. You may pay by check or cash at the end of our session or you may arrange to have your credit card billed automatically after each session. If paying by check, I suggest you write the check in advance to not take up time in our session. Please make checks payable to CICT. If you authorize automatic credit card payments, you may rescind that authorization at any time for all subsequent sessions by emailing our Business Office (lsanderson@cognitivetherapydc.com).

I will provide you with a statement at the beginning of each month covering all sessions and payment for the prior month. The statement will include all information typically required by insurance companies for reimbursement. You are responsible for filing claims with your insurance company. (See Insurance Reimbursement section). If your insurance claim form asks whether “assignment of benefits” is accepted, you should answer no. Otherwise, your insurance company may send the check directly to us rather than to you. If we do receive a check from your insurance company, we will either credit your account toward the balance you owe or issue a refund check to you if your account is fully paid.

Failure to keep current with payments to CICT may result in an interruption of therapy. This will be discussed with you in advance of any such action being taken. 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.

We charge a \$25 processing fee for any check that is returned unpaid by your bank for any reason.

INSURANCE REIMBURSEMENT

For us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. Before starting treatment, you should verify coverage, including whether your insurance company requires you to see a therapist in its network, rates of reimbursement, and any limitations on the number of sessions or dollar amount covered per year. It is also important to ask whether pre-authorization or treatment reports are required. Carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about 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. I will fill out forms such as standard treatment reports, if required, and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees.

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. "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.

Once we have all 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.

You should also be aware that your contract with your health insurance company may require that I provide it with information relevant to the services that I provide to you. Under the laws of the District of Columbia, the information that I can provide is limited to diagnostic information, including a treatment plan, the reasons for continuing treatment and the prognosis of how long the treatment will need to continue. If the Insurance Company determines that more information is necessary, the insurance company must appoint an independent reviewer and the additional information can only be disclosed to the reviewer. You should also be aware that some self-insured employee benefit plans are not subject to this law. 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.

Note for patients of psychology associates, post-doctoral fellows, and externs: Psychology associates, post-doctoral fellows and externs are approved by the DC Board of Psychology to practice under the supervision of a licensed psychologist on our staff. Billing for their services is under the license number of the supervisor. Almost all of our patients who have been seen by psychology associates, post-doctoral fellows and externs have received reimbursement when they have filed claims with their insurance companies. However, in a very few cases insurance companies have refused payment for these providers. If you are being seen by one of the psychology associates, post-doctoral fellows or externs and plan to apply for insurance reimbursement, we recommend that you file the first claim promptly so that you can determine quickly whether you will receive reimbursement.

MEDICARE

CICT therapists are not Medicare providers. Medicare will not reimburse for our services. Furthermore, under Federal law, if you have Medicare, we can provide services to you only if you sign an agreement stating that you are voluntarily choosing to see a provider outside of Medicare and that you understand that you may not file claims with or receive reimbursement from Medicare. Only some of our therapists are authorized to see Medicare patients. If you have Medicare now or expect to get Medicare soon, please discuss this with your therapist at the start of treatment.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, I or other CICT staff can only release information about your treatment to others if you sign a written authorization. This Authorization will remain in effect for a length of time you determine. In most cases, it

cannot exceed 60 days. You may revoke the authorization at any time, unless I have taken action in reliance on it. However, there are some disclosures that do not require your Authorization, as follows:

- You should be aware that I practice with other mental health professionals on the staff of CICT and that CICT employs 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. To provide high quality services, I may consult with Dr. Holland or other clinical staff members about our work together. All the mental health professionals are bound by the rules of confidentiality described in this document. All administrative 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.
- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, the psychologist-patient privilege law protects such information. 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 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, provide a copy of the patient's record to the D.C. Office of Hearings and Adjudications, the patient's employer or insurer.

There are some situations in which I am legally obligated to take actions that 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, which are unusual in my practice, include:

- If I know or have reason to suspect that a child has been or is in immediate danger of being a mentally or physically abused or neglected child, the law requires that I file a report with the appropriate governmental agency, usually the Child Protective Services Division of the Department of Human Services. Once such a report is filed, I may be required to provide additional information.
- If I have substantial cause to believe that an adult needs protective services because of abuse, neglect, or exploitation by someone other than my patient, the law requires that I file a report with the appropriate governmental agency, usually the Department of Human Services. Once such a report is filed, I may be required to provide additional information.
- In an emergency, if I believe that a patient presents a substantial risk of imminent and serious injury to him/herself, I may be required to take protective actions, including notifying individuals who can protect the patient or initiating emergency hospitalization.
- If I believe that a patient presents a substantial risk of imminent and serious injury to another individual, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking 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.

To provide quality professional services, I sometimes consult with other mental health professionals who are not associated with CICT. When doing so, I do not use full names or include identifying information. The other

mental health professionals are bound by law not to disclose any information from these consultations. You have the option of requesting that I not consult with other professionals outside of CICT staff.

In all other situations, I will ask you for an advance authorization before disclosing any information about you. 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

You should be aware that, pursuant to HIPAA, I may 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 that involve a substantial risk of imminent psychological impairment or imminent serious physical danger to yourself and others, 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 situations, I am allowed to charge a reasonable cost-based fee for copying and for certain other expenses. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

In addition, I may 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. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record and may 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

You have certain rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record 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

Psychologists can provide psychological services to minors without parental consent if the psychologist determines that the minor is knowingly and voluntarily seeking the services and provision of the services is clinically indicated for the minor's well-being. These services can only be provided for 90 days, but can be continued if the psychologist re-determines that the services are still clinically indicated. Parents do not have access to records of this treatment. Patients under 18 years of age but who are over 14 and who are not emancipated and whose parents have consented to treatment should be aware that parents can only review the child's records with the written authorization of the child. Children under 14, whose parents have consented to the treatment, should be aware that their parents can examine their child's treatment records unless I decide that such access is likely to injure the child, or we all agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, and because it is important for parents to have some information about their child's treatment, it is usually my policy to request an agreement of both the parents and child about what information parents will receive about their child's treatment. If the patient agrees, during treatment, I will provide parents 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 formal authorization, unless I feel that the child is in imminent danger or is an imminent 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.

If you have any questions or concerns about the information in this form, please discuss them with me. Your signature on the Signature Page form indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.