

Johns Creek Psychology
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PROFESSIONAL SERVICES AGREEMENT – Section A
Information, Authorization, and Consent to Treatment

Welcome to my practice. I am sincerely looking forward to assisting you. This document (the Agreement) contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protections and new 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. 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 available on my website, 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. We can discuss any questions you have about the procedures. 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 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.

I am a part of Johns Creek Psychology. We are a group of professionals who share office and administrative resources; however, we practice independently of one another. This means that I, alone, am fully responsible for providing you or your child with clinical services. Professional records are separately maintained and no other member of the group can have access to them without your specific written permission.

Psychological Services

The psychological services that are provided at Johns Creek Psychology include psychotherapy as well as psychological and neuropsychological testing. Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and client, 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 or your child will have to work on things we talk about both during our sessions and at home.

Psychotherapy and psychological/neuropsychological assessment 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 and assessment 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. Assessment can lead to a greater understanding of the child's problems and lead to recommendations to improve functioning at home, school, or socially. But there are no guarantees of what you will experience.

For psychotherapy, our first few sessions will involve an assessment 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. 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 obtain an appropriate consultation with another mental health professional. If your child is here for psychological and neuropsychological testing, you have the right to an explanation of what the test or tests being administered are for. You also have the right to a summary of the test results.

Forensic Issues

I do not serve as an advocate for clients obtaining or keeping disability or in legal matters such as lawsuits, custody evaluations, divorce proceedings or criminal cases. Information will be released with your written permission and direction as determined appropriate for a situation. You will be expected to pay for all of my professional time, including preparation and transportation costs, if I am court ordered to participate in a specific case. No insurance reimbursement will be applicable to that time and my fees for legal services will be greater than customary fees.

Sessions

For psychotherapy, I normally conduct an assessment that will last from 2 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you or your child need in order to meet your treatment goals. Each session usually lasts for 45 to 50 minutes, and is typically scheduled once per week, although some sessions may be longer or more frequent.

For testing services, the first 50 minute session will be a diagnostic interview during which I will gather background information and discuss the concerns you have about your child with you. The second session will be the evaluation, which typically will last between two and five hours, depending on the particular problems identified as well as the age and developmental level of the child. Following the evaluation, a feedback session will be conducted, which will last for 50 minutes, during which the results of testing and recommendations will be discussed.

Cancellation and Termination Policy

Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. If we do not have any contact with you in six months, our therapeutic relationship will be terminated, and your file will be closed. After this time period, you are welcome to contact us to discuss restarting your treatment.

Contacting Me

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office regular hours, I probably will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by voice mail that I monitor frequently. I will make every effort to return your call within 24 to 48 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. If I will be unavailable for an extended time, I will have a colleague available for you to contact, if necessary.

If you are unable to reach me and have a mental health emergency, contact your family physician, or call 911, or call the nearest emergency room and ask for the psychologist or psychiatrist on-call. You can also contact one of the following mental health emergency resources: Ridgeview Institute at 770-434-4567, Peachford Hospital at 770-455-3200, or Summitridge Center for Psychiatry and Addictions at 678-442-5800.

Limits on Confidentiality

The law protects the privacy of all communications between a client and a psychologist. In most situations, I can only release information to others about your treatment (or your child's treatment) if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you have provided written, advance consent. Your signature on this current 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 client. 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 (which is called "PHI" in my Notice of Policies and Practices to protect the privacy of your health information).
- You should be aware that I rely upon certain persons to provide services on my behalf. These persons may include billing services, accountants, lawyers, and collection agencies. In most cases, I need to share

protected information with these individuals for administrative purposes, such as scheduling, billing, and communication with insurance companies. All business associates have been given training about protecting your privacy and have entered an agreement to safeguard the privacy of your Protected Health Information.

- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a client 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 my professional services, such information is protected by the therapist-client 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 to provide it for them.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- If a client files a worker's compensation claim, and I am providing treatment related to the claim, I must, upon appropriate request, furnish copies of all medical reports and bills.
- Please note that in couple's and family counseling, I do not agree to keep secrets. Information revealed in any context may be discussed with other family members or collateral participants.

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 client's treatment. These situations are unusual in my practice.

- If I have reason to believe that a child has been abused or neglected, the law requires that I file a report with the appropriate governmental agency, usually the Department of Family and Children Services (DFACS). Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon them, other than by accidental means, or has been neglected or exploited, I must report to an agency designated by the Department of Human Resources. Once such a report is filed, I may be required to provide additional information.
- If I determine that a client presents a serious danger of violence to another, I may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police, and/or seeking hospitalization for the client.

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

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you or your child in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy or assessment, a description of the ways in which your or your child's problem impacts on your life, diagnosis, the goals that we set for treatment, progress towards those goals, medical and social history (including family/school history and school records), treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, billing records, data and results of clinical tests, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself or others or make references to another person (unless such other person is a health care provider) and I believe that access is reasonably likely to cause substantial harm to such other person or where information has been supplied to me confidentially by others, you or your legal representative may examine and/or receive a copy of your or your child's 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 require 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 copying fee. 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 (except for information provided to me confidentially by others) 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 or your child 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 or your child's 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 information supplied to me confidentially by others. 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.

Clients Rights

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that I amend your or your child's 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 and Parents

Clients under 18 years of age who are not emancipated, as well as their parents should be aware that the law allows parents to examine their child's treatment records unless I believe that doing so would endanger the child or we agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is typically 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 parent 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. The results of psychological or neuropsychological testing of a minor typically will be shared with parents or guardians. They may also be shared with other entities such as schools or physicians with parental consent.

Please print, date, and sign your name below indicating that you have read the Professional Services Agreement and agree to its terms, and also as an acknowledgement that you have received the HIPAA Notice Form described above. Your signature below also indicates that you are authorizing me to begin treatment with you or your child.

Client:

Signature of Client

Date

Printed Name of Client

If Client Is a Minor:

Parent's or Legal Guardian's Name (Please Print)

Date

Parent's or Legal Guardian's Signature

Other Adult Party/Parties Involved in Treatment (if applicable):

Signature of Secondary Party/Parties

Date

Name of Secondary Party/Parties (Please Print)

Relationship(s) to Client

Treating Psychologist:

Signature of Treating Psychologist

Date

Printed Name of Treating Psychologist