

Services Contract

Thank you for choosing Mindful Psychology PLLC as your mental health provider. Please read the following policies and procedures and make sure to ask your clinician if you have any questions.

Client Rights

As a client of mental health services, you have the right to be served by competent clinicians and to review and know the names, credentials, licenses, and titles of your clinicians. You have the right to receive clear information regarding services offered and fees for those services before receiving them. You have the right to know what records are being maintained and how to obtain copies. You have the right to request and receive reasonable accommodations for a disability when receiving services. You have the right to refuse any services offered and to file a complaint about any licensed or unlicensed clinicians through the State Education Department.

Confidentiality

Mental health services are confidential, meaning your information will not be shared with others without your written consent. However, de-identified information can be discussed with colleagues for the purpose of consultation. Limits to confidentiality include reporting child or elder abuse, reporting imminent danger to self or others, or providing information required in a court proceeding when the information has been requested via court order. When it is deemed safe to do so, your clinician will inform you of any disclosure of information due to the limits stated above. When information is necessary for the above reasons to be shared with others, your clinician may be making a report to Child Protective Services, calling local police or hospitals, and/or providing information to a judge or lawyer.

When electing to use health insurance for payment, you are agreeing to allow your insurance company to have access to all your mental health records. In addition to the information provided on the insurance claim (service code, diagnosis code, dates of service, fee for service, etc.), your insurance provider may request treatment plans, psychological reports, progress notes, etc. Failure to allow these records to be sent to your insurance company may result in your insurance clawing back payments from either you or your provider. Ultimately, you are responsible for any fees for services provided if your insurance does not authorize payment.

Audio/Video Recording

Audio and/or video recording is sometimes used as a method for a clinician to review material, provide proper documentation, receive feedback on an intervention, or for training others. Depending on the consent given by the client, recordings may be restricted to only the clinician or be expanded to allow listening or viewing by supervisors,

consultants, trainers, or other professionals being trained. Clinicians at Mindful Psychology PLLC are not allowed to record any part of a session without previous permission given by the client. Likewise, clients are not able to record any part of a session without receiving previous permission from their clinician. Audio/video recording only takes place on a voluntary basis with documented permission from the client, parent, and/or legal guardian. When consent for recording is given, your clinician will take measures to safeguard the right to privacy in any activities involving the audio/video recording. Each clinician at Mindful Psychology PLLC will maintain personal and professional responsibility for the use of the recordings. Clients who consent to audio/video recordings can change their mind at any time and can request to have the recording(s) not used, or erased, as they choose. There are no repercussions or changes in treatment for a client who changes their mind about having sessions recorded.

Psychological Testing

Psychological testing is a service provided by a Licensed Psychologist for the purposes of diagnostic clarification, development of treatment planning, measuring responses to treatment, and in some cases, determining a person's functional capacity. It is often a useful tool in the course of psychological intervention and/or educational planning. Each psychological assessment tool is specifically chosen to answer the referral question(s). The selection of assessment tools attempts to maximize the validity of the results, while minimizing time and cost. Tests must be properly administered, scored, interpreted, and then a comprehensive psychological report is written. It can take about 3 to 4 weeks from the time the last test data is received for a written report to be completed.

People understandably enter the testing process with many different expectations. However, no diagnosis or outcome is ever guaranteed, and there is no guarantee that clients or other involved parties will be happy with the results (e.g., diagnosis and/or report of client's functioning). Reports cannot be skewed to accommodate the requests of a client or any other involved party. Psychologists are bound by ethical and legal standards which prohibit them from deleting or altering information that becomes part of the testing record. If it is relevant to the case, it will go in the report.

Scheduling

For your convenience, appointments can be scheduled a variety of ways, including via phone, email, or through the client portal online. Requests for cancellation or rescheduling appointments can be made in the same ways and should occur at least 24 hours to 1 week in advance to avoid a cancellation fee.

Cancellation Policy

Psychological testing sessions and EMDR Intensives (3-6 hour appointments) must be cancelled with a minimum of 7 days notice. Anything less than 7 days in advance is subject to a cancellation fee (the full fee for the session) which is not reimbursed by insurance. Cancellation fee is usually \$1000 or above; please refer to the fee schedule for the complete listing of session fees. Cancellation fees may be waived if the full appointment time can be filled by another client.

Other therapy, supervision, and appointments must be cancelled with a minimum of 24-hours notice. Anything less than 24 hours in advance is subject to a cancellation fee (the full fee for the session) which is not reimbursed by insurance. Cancellation fee is usually \$275, depending on the service; please refer to the fee schedule for the complete listing of session fees. Cancellation fees may be waived if the full appointment time can be filled by another client.

Missing a session without notification in advance will result in all future appointments being cancelled until contact with clinician is made. This is true for both standing weekly or biweekly appointments as well as week-to-week scheduling. Two or more missed (without notice) or late cancelled appointments in any 6-week period will result in termination of therapy with your clinician. In the event of extreme extenuating circumstances, other arrangements may be made on a one-to-one basis with the clinician. However, following two missed or late cancelled appointments, all subsequent appointments in the next 8-week period must be attended or therapy will be terminated.

Termination Policy

In addition to the terms listed in the cancellation policy, any client who does not have an appointment in any given 4-week period (without prior arrangements made) will have their therapy terminated. Therapy can be reinitiated on a case-by-case basis by contacting clinician. When therapy is terminated via mutual agreement by clinician and client, therapy can be resumed at any time by contacting clinician.

Fees

Clients have the option of paying for services out-of-pocket or through insurance. Even when using insurance, there may be out-of-pocket fees, such as co-pays, co-insurance, or deductibles. Clients choosing to forgo insurance or have an out-of-network provider are subject to services at the rates listed below. Please note not all services listed are covered by insurance and insurance variables sometimes change the length of the services offered (e.g., 45 or 55 minute sessions instead of 50 minute sessions). Any out-of-pocket expenses can be paid via cash, check, or credit card and are due at the time of service. Missed appointment fees are never covered by insurance.

For clients paying via card (debit, credit, HSA/FSA), fees for services will automatically be charged on the date the service is provided or as arranged with clinician (e.g., psychological testing and EMDR Intensives have a different payment schedule). For clients paying via cash or check, fees are due at the beginning of the service. Bounced checks incur a \$35 fee. All clients are required to have a debit/credit card on file, even when not routinely paying by that method.

Unpaid fees will be automatically charged to the debit/credit card on file after 30 days of no payment. Balances will continue to be automatically charged until fully collected or a payment plan is agreed upon by client and Mindful Psychology. If a balance remains unpaid after an additional 30 days, Mindful Psychology may utilize either a collection agency or file a claim through small claims court. Please be aware PHI information can be shared for the purpose of collecting fees.

Fees are separated by clinical services, documents, and court fees. Clients are discouraged from having their clinician subpoenaed for several reasons:

- Clinicians at Mindful Psychology are not forensically trained. We can only be fact witnesses, not expert witnesses.
- Involving the court system while still receiving services can negatively impact the therapeutic relationship and, therefore, negatively impact treatment. Even if treatment has ended, court involvement can impact the way the relationship is viewed and potentially prevent you from receiving additional services in the future when otherwise, returning for services would be a benefit.
- Additional fees are charged for court appearance, preparation time, and time away from office.
- Even though you are paying a fee, there is no guarantee the testimony will be in your favor. Your clinician can only state the facts of the case and professional opinion.

Clinical Services

Service	Length	Rate
Initial Intake Appointment	55 min	\$350
Individual Therapy	50 min	\$275
	45 min	\$215
	30 min	\$175
Couples/Family Therapy	50 min	\$300
Crisis Counseling	55 min	\$300
	30 min	\$200
Parenting Sessions	50 min	\$300
Consultation/Supervision	55 min	\$200-300
Phone/Email Correspondence	<10 min	\$100
	11-20 min	\$125
	21-30 min	\$150
Psychological Evaluations	Per Hour	\$300
Group Therapy	85 min	\$150
	55 min	\$100
EMDR Intensives	Half Day	\$1000
	Full Day	\$2000

* Additional add-on fees may be charged for evening and weekend appointments, in-session assessments, and other specialty services.

** Sessions that extend past the identified appointment time frame will be charged at a pro-rated considering \$300 per hour.

Court Fees

Service	Doctoral
Preparation Time	\$700/hour
Phone Calls	\$450/hour
Depositions (3 hour minimum)	\$700/hour
Testimony & any other time in court	\$900/hour
Time away from office	\$500/hour
Filing a document with court	\$300/per doc
Mileage	\$0.67 per mile
All attorney fees & costs incurred by clinician	Varies
Minimum retainer paid in advance	\$5000

Documents

Paper copies of medical records	\$0.75 per page plus postage
Originally created documents such as letters, treatment summaries, forms for school or work, etc.	Charged in 15-minute increments at the hourly rate of \$300 per hour

Insurance Policy

Mindful Psychology PLLC will submit insurance claims to insurers that we are in-network with on the behalf of the insured. Out-of-network claims will not be submitted, but a superbill will be provided to the client upon their request. Although Mindful Psychology will attempt to verify benefits prior to the onset of services, it is the responsibility of the client to know and understand the benefits of their particular insurance plan. Any changes in stated benefits are the responsibility of the client. By law, the insurance carrier must remit payment or deny the insurance claim within 30 days of initial notice of claim. If an insurance problem occurs, the client may be required to contact the carrier and/or file a complaint with the State Insurance Commissioner.

It is the responsibility of the client to report changes in insurance coverage as soon as possible when there is a change in insurance carrier, policy, or plan. Failure to do so may result in a denied claim, of which the balance then reverts to the client. If client's insurance company has not settled a claim within 60 days, the client will be notified, and the balance will be reverted to the client. Mindful Psychology will provide the client with any information we have received from the insurance carrier regarding the claim. Balances that are 120 days overdue may be sent to an outside collection agency.

Privacy Policy

Mindful Psychology PLLC must comply with the Health Insurance Portability and Accountability Act (HIPAA), which protects all "protected health information" (PHI). PHI includes any identifying mental health information in any format, such as verbal, written, or electronic pathways. At any time, you are able to access your PHI and request to learn how it has been shared with other groups or entities. The following information is provided for you to be aware of how your information is protected, how recorded information is kept, and when information will be dispersed.

By signing the Services Contract Consent Form, you agree that your health information, including PHI, may be disclosed for the purpose of treatment, payment, and health care operations. Pertinent information may be disclosed to individuals or groups necessary to collect service fees, including medical billing providers, electronic record and billing services, insurance companies, or any other third-parties who become necessary to collect service fees. Clinicians are required to keep records on each client, including treatment and progress notes, diagnoses, risk assessments, and treatment plans with goals. These records are kept within an electronic management system. Many psychological assessments are scored via electronic scoring systems, which are HIPAA secure, but there are inherent risks with any electronic storing of information.

Limits to your confidentiality and privacy have been outlined in the Confidentiality section above. If non-emergency health information is needed or requested for purposes other than those listed above, a Release of Information, signed by you, the client, will be needed before any information can be provided by clinicians at Mindful Psychology. You may

revoke the authorization provided in the Release of Information at any time, though the revocation only applies to any future communication with the individuals or entities delineated in the Release of Information.

If you have concerns about your privacy rights and protections in place at Mindful Psychology, please speak with your clinician directly. You may also contact or file a complaint through:

Office of Civil Rights
U.S. Department of Health and Human Services
Jacob Javits Federal Building
26 Federal Plaza – Suite 3313
New York, New York, 10278
(212) 264-3313

Artificial Intelligence

Artificial intelligence (AI) for the field of psychology is a newer technology. Mindful Psychology may use AI technology for a variety of purposes, including summarization of information, efficient completion of documentation, etc. Any use of AI will utilize HIPAA-secure platforms and technology and every effort will be made to remove identifying information unnecessary for the specific task. AI technologies will never be used to make clinical decisions, such as diagnosing clients. All use of AI will be for supportive services and do not replace the clinical and psychological knowledge, education, training, and experience of Mindful Psychology clinicians.

Communication Policy

Maintaining your confidentiality is important to us and we take measures to ensure that privacy as best as we can. However, there is still room for breeches of privacy, particularly in text-based communication. Here are some considerations when choosing methods of contact:

- Clinicians will do their best to respond to all messages within two business days. Although response time may typically be faster, there is no guarantee of a quicker response. Any deviations to this time schedule, (e.g., clinician vacation), will be announced to clients.
- Email and text messages are not appropriate in urgent situations. There is no guarantee of security of message or quickness in response time. *In emergency situations, please dial 911 or go to your nearest emergency room.* National help lines are also appropriate in urgent, but non-emergency situations.

- To ensure utmost privacy and security, a secure phone line is used for confidential voice messaging. However, this line does not allow for HIPAA secure text messaging. If you text your clinician directly, the message is not secure to HIPAA standards.
- To allow for more secure text messaging, your clinician can provide you with access to a free mobile app, SIGNAL, that will allow secure messaging between members. Please talk to your clinician to receive additional information.
- Encrypted email service is used to ensure security of messages both to and from the client. However, the responsibility of ensuring client's own email is secure (e.g., no one has access to passwords or devices where client is logged on), is up to the client. If you have concerns about communication, please speak with your clinician directly.
- Video conferencing is available to clients through a secure platform. However, any internet-based communication, including video conferencing, comes with risks to privacy and security, including the video conference being intercepted and monitored by a third party. Additionally, various technicians and administrators are involved in maintaining these platforms and may have some level of access to the conference though Mindful Psychology attempts to mitigate these third-parties as much as possible. Please discuss with your clinician prior to requesting a video conference to make sure you are able to access the technology appropriately and address any security concerns you have.
- Text-based communications, such as email or text messages, as well as voice messages can be intercepted through a variety of means, including the message platform or by anyone who has access to your accounts or phone, if messaging on a mobile device. Please keep in mind that employee and school accounts may be monitored by individuals from those institutions.
- All text-based communication may be saved and stored in client's official record.
- Clinicians at Mindful Psychology will not forward identifying messages without client's express consent to do so, except as authorized by law.
- Clinicians are not liable for any breaches of confidentiality that are caused by the client or a third party.

Social Media Policy

Each clinician at Mindful Psychology PLLC may maintain various personal accounts on social media platforms, such as Facebook, Twitter, LinkedIn, etc. No friend requests on these personal sites will be accepted as adding clients to personal profiles can compromise confidentiality and privacy. Becoming linked on these networks may also blur the boundaries of the therapeutic relationship.

Mindful Psychology may now or in the future create professional profiles across social media platforms and blogs. Any client may choose to read or view posts on these professional sites. However, Mindful Psychology will not follow you back, as a matter of privacy and confidentiality. In addition, although the platforms may allow for comments, likes, retweets, etc., any communication that may reveal a person as a client will be deleted by Mindful Psychology to protect privacy, when Mindful Psychology has the power to do so. On sites that Mindful Psychology does not have that ability, clients contribute at their own discretion and recognize that interaction in this way could reveal otherwise private information and may impact the therapeutic relationship. Please speak directly with your clinician for any thoughts or concerns you have related to connection and interaction in social media and online.

Although Mindful Psychology may be listed on business sites (e.g., Yelp), please know that these listings are initiated by third parties and not by Mindful Psychology. For example, many of these sites use search engines and automatically add listings regardless of whether or not the business has added itself to the site. Mindful Psychology's presence on these sites is NOT a request for a testimonial, rating, or endorsement. We encourage clients to consider their confidentiality when interacting with any of these sites. Client who chose to engage with these sites after careful consideration of any potential positive or negative consequences are free to do so. It is recommended that any such client chose a pseudonym when interacting in this way. Due to the bounds of confidentiality, no representatives of Mindful Psychology, including clinicians, are able to respond to these reviews or testimonials, positive or negative.