

Jude Setian-Marston, LCSW-C

4405 East West Highway • Suite 301 • Bethesda, Maryland 20814 • 301 943-3029

CLIENT-CLINICIAN AGREEMENT

Welcome to my practice. This Agreement contains important information about my professional services and business policies. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. In addition, The Health Insurance Portability and Accountability Act (HIPAA), a federal law, requires that I provide you with a Notice of Privacy Practices and that I obtain your signature acknowledging that I have provided you with this information. Those Privacy Practices appear at the end of this document and constitute a part of this agreement.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist 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. If you have questions about my procedures, we can discuss them whenever they arise.

SESSIONS

Individual sessions last 50-75 minutes; couples sessions 90 minutes. If you are late for a session, that time is lost from your session. If I am late for a session, we can extend the session if you are willing to do so or make other arrangements by mutual consent.

MISSED APPOINTMENTS

Since a time slot is reserved for you that cannot be offered to anyone else, you will be charged full fee for all missed appointments not cancelled a minimum of 48 hours in advance, either by voice message at 301.943.3029 or by speaking with me directly. Email is not adequate notice.

SNOW POLICY

On days when Montgomery County Schools are late or closed, I will be in the office unless I call you. If you need to cancel because of weather, I will not charge for your appointment if you call before 9:00 pm the evening before our appointment. If you do not call to cancel before 9:00 pm, I will charge the usual fee.

PROFESSIONAL FEES AND INSURANCE

Unless otherwise agreed upon, the fees are as follows: \$200 for 50-minute sessions, \$220 for 60-minute sessions, and \$315 for 90-minute sessions. Additional time is billed at \$55 per quarter hour. Couples

sessions are billed at \$350 for 90 minutes. These fees are also billed for services such as telephone calls not related to scheduling, special reports, and collateral consultation. You are responsible for payment for each therapy session at the time of the session by cash, check or credit card. During the course of treatment, it may become necessary to increase fees. Fees are reviewed in January and June of each year.

Please note that I do not participate in health insurance programs but will provide you with an invoice with all of the information needed should you wish to file a claim directly with your insurance company. **It is your responsibility to contact your insurance company to determine if an authorization for treatment is required and to communicate that requirement to me.**

I am not a Medicare provider and therefore my services are not covered by Medicare. Should you want services from me and you are a Medicare recipient, this will serve as a separate private contract so that you may pay me out of pocket. Under this circumstance, you understand that you (or your beneficiaries or legal representatives) are waiving the right to submit claims or be reimbursed by Medicare for any services I provide that would otherwise be covered by Medicare if there was no private contract and a proper claim was submitted. You have every right to obtain similar services from a provider who has not opted out of Medicare. You understand that Medigap does not pay for services not covered by Medicare. The period of this agreement will be 2 years from the time of signature. This language is legalese required of me by Medicare guidelines!.

It is my policy not to become involved in legal proceedings and will not testify for clients involved in divorce proceedings. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. [Because of the difficulty of legal involvement, I charge \$800 per hour for preparation and attendance at any legal proceeding.]

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. 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 weekends and holidays. 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 me. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

CONFIDENTIALITY AND PROFESSIONAL RECORDS

There are some circumstances in which disclosure is required by law. These include: when there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled or when client's family member/s communicate to the therapist that the client presents a danger to others.

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that disclosure is reasonably likely to endanger the life or physical safety of you or another person, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. In those situations, you have a right to a summary and to have your record sent to another mental health provider. 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. Please refer to the Notice of Privacy Practices for further details and conditions of

confidentiality. For purposes of emergencies only, should I be unable to perform my professional duties, my colleague, Dr. Joanne Irving, will contact you to make any arrangements necessary.

MINORS & PARENTS

While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment. At times I may request an agreement from a patient between 16 and 18 and his/her parents allowing me to share general information about the progress of treatment and their child's attendance at scheduled sessions. 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.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise. 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 charging a late payment fee of 10% of the unpaid balance monthly and may use 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.]

ENDING TREATMENT

The Client may end treatment at any time without moral, legal or financial obligation beyond payment for services already rendered. It is expected that the Clinician and the Client will discuss the prospect of termination so that both parties will be clear about any details that might need attention as part of the termination process. If the Client fails to schedule a future appointment, cancels a scheduled appointment, or fails to keep a scheduled appointment, and does not contact the Clinician within 30 days of the date of last recorded contact, it will be understood that the Client has terminated treatment. The Clinician shall have no further obligation to the Client once treatment has been terminated. Should the Client make contact with the Clinician at a later date requesting additional services, the Clinician may choose to see the Client on a consultative basis, or may recommend that the Client seek services elsewhere. The Clinician also may terminate the treatment if he determines the therapy process to be unproductive and/or if he determines that the Client would be better served by other health or mental health practitioners. The Clinician will provide 30 days notice of intent to terminate to allow the Client to make other treatment arrangements.

NOTICE OF PRIVACY PRACTICES

This notice describes how psychological and medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

Uses and Disclosures for Treatment, Payment, and Health Care Operations

I may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your written authorization. To help clarify these terms, here are some definitions:

- **PHI** refers to information in your health record that could identify you.
- **“Treatment, Payment, and Health Care Operations”**
 - **Treatment** is when I provide, coordinate, or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist.
 - **Payment** is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
 - **Health Care Operations** are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- **Use** applies only to activities within my office, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- **Disclosure** applies to activities outside of my office, such as releasing, transferring, or providing access to information about you to other parties.
- **Authorization** is your written permission to disclose confidential mental health information. All authorizations to disclose must be on a specific legally required form.

Other Uses and Disclosures Requiring Authorization

I may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. In those instances when I am asked for information for purposes outside of treatment, payment, or health care operations, I will obtain an authorization from you before releasing this information. You may revoke all such authorizations at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that I have relied on that authorization or, if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

I will also obtain an authorization from you before using or disclosing:

- · PHI in a way that is not described in this Notice.
- · Psychotherapy notes

Uses and Disclosures Without Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances:

- *Child Abuse* – If I have reason to believe that a child has been subjected to abuse or neglect, I must report this belief to the appropriate authorities.
- *Adult and Domestic Abuse* – I may disclose protected health information regarding you if I reasonably believe that you are a victim of abuse, neglect, self-neglector exploitation.
- *Health Oversight Activities* – If I receive a subpoena from the Maryland Board of Examiners of Psychologists because they are investigating my practice, I must disclose any PHI requested by the Board.
- *Judicial and Administrative Proceedings* – If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment or the records thereof, such information is privileged under state law, and I will not release information without your written authorization or a court order. The privilege does not apply when you are being evaluated or a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- *Serious Threat to Health or Safety* – If you communicate to me a specific threat of imminent harm against another individual or if I believe that there is clear, imminent risk of physical or mental injury being inflicted

against another individual, I may make disclosures that I believe are necessary to protect that individual from harm. If I believe that you present an imminent, serious risk of physical or mental injury or death to yourself, I may make disclosures I consider necessary to protect you from harm.

- When the use and disclosure without your consent or authorization is allowed under other sections of Section 164.512 of the Privacy Rule and the state's confidentiality law. This includes certain narrowly-defined disclosures to law enforcement agencies, to a health oversight agency (such as HHS or a state department of health), to a coroner or medical examiner, for public health purposes relating to disease or FDA-regulated products, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.

Your Health Information Rights

- **Right to Request Restrictions** – You have the right to request restrictions on certain uses and disclosures of protected health information. However, I am not required to agree to a restriction you request.
- **Right to Receive Confidential Communications by Alternative Means and at Alternative Locations** – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. On your request, I will send your bills to another address.)
- **Right to Inspect and Copy** – You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. At your request, I will discuss with you the details of the request and denial process.
- **Right to Amend** – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. At your request, I will discuss with you the details of the amendment process.
- **Right to an Accounting** – You generally have the right to receive an accounting of disclosures of PHI. At your request, I will discuss with you the details of the accounting process.
- **Right to a Paper Copy** – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.
- **Right to Restrict Disclosures When You Have Paid for Your Care Out-of-Pocket.** You have the right to restrict certain disclosures of PHI to a health plan when you pay out-of-pocket in full for my services.
- **Right to Be Notified if There is a Breach of Your Unsecured PHI.** You have a right to be notified if: (a) there is a breach (a use or disclosure of your PHI in violation of the HIPAA Privacy Rule) involving your PHI; (b) that PHI has not been encrypted to government standards; and (c) my risk assessment fails to determine that there is a low probability that your PHI has been compromised.

Our responsibilities

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will provide that to you by mail or in person.

Breach Notification Addendum to Policies & Procedures

- When the Practice becomes aware of or suspects a breach, as defined in Section 1 of the breach notification Overview, the Practice will conduct a Risk Assessment, as outlined in Section 2.A of the Overview. The Practice will keep a written record of that Risk Assessment.
- Unless the Practice determines that there is a low probability that PHI has been compromised, the Practice will give notice of the breach as described in Sections 2.B and 2.C of the breach notification Overview.
- The risk assessment can be done by a business associate if it was involved in the breach. While the business associate will conduct a risk assessment of a breach of PHI in its control, the Practice will provide any required notice to patients and HHS.
- After any breach, particularly one that requires notice, the Practice will re-assess its privacy and security practices to determine what changes should be made to prevent the re-occurrence of such breaches.

To receive additional information or report a problem

If you have questions about this notice, disagree with a decision I make about access to your records, or have other concerns about your privacy rights, you may contact Dr. Joanne Irving of the Chrysalis Group.

If you believe that your privacy rights have been violated and wish to file a complaint with our office, you may send your written complaint care of Dr. Joanne Irving, including your preferred method of contact. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.

You have specific rights under the Privacy Rule. I will not retaliate against you for exercising your right to file a complaint.

This notice will go into effect on September 1, 2013.

I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. Should this occur, a revised notice will be posted in my office and a copy will be available to you if you so request.

Jude Setian-Marston, LCSW-C

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Signature Page

Your signature below indicates that you have read and received a copy of the Psychotherapist-Patient Services Agreement and the Notice of Privacy Practices Forms, and agree to abide by the terms during our professional relationship.

Client or Responsible Party Signature

Date

Printed Name

Address for Billing, Office Correspondence

(This authorizes me to send identifying information to this address).

Phone Number(s) for Office Contact

(This authorizes me to contact you at this number(s), and I will leave my first name and a number for return contacts from you. This includes leaving messages on answering machines or voice mail. Please **DO NOT** include numbers where you prefer not to be contacted or have messages left for you).

E-Mail Address for Office Contact

(only by previous agreement with my clinician and be advised I do not check email regularly or use it as a primary source of contact).

Please be advised that **NO** e-mail correspondence is considered confidential and may be recovered by other parties at any time. **You may lose your right to confidentiality by corresponding with me by e-mail and by receiving correspondence from me by e-mail.**

Signature regarding approval of receiving e-mail from me knowing limits of confidentiality.

Office Use Only

Diagnosis: _____

MEDICARE OPT-OUT AGREEMENT

To Be Completed by Clients 62 Years Old and Older

This agreement is between Jude Setian-Marston, LCSW-C [Clinician], whose principal place of business is 4405 East West Highway, Suite 301, Bethesda, MD and

_____ ["Patient"], who resides at

_____ and is a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997. The Clinician has informed Patient that Clinician has opted out of the Medicare program effective on 7/30/09 and expects to remain always on "opt out" status in the future, and is not excluded from participating in Medicare Part B under Sections 1128, 1156, or 1892 or any other section of the Social Security Act.

Clinician agrees to provide the following medical services to Patient (the "Services"):

- *Psychotherapy Consultation and Evaluation*
- *Individual Psychotherapy*

In exchange for the Services, the Patient agrees to make payments to Practitioner pursuant to the Fee Schedule detailed in the Client-Clinician Agreement Form provided to the Patient by the Clinician. Patient also agrees, understands and expressly acknowledges the following:

- Patient agrees not to submit a claim (or to request that Clinician submit a claim) to the Medicare program with respect to the Services, even if covered by Medicare Part B.
- Patient is not currently in an emergency or urgent health care situation.
- Patient acknowledges that neither Medicare's fee limitations nor any other Medicare reimbursement regulations apply to charges for the Services.
- Patient acknowledges that Medi-Gap plans will not provide payment or reimbursement for the Services because payment is not made under the Medicare program, and other supplemental insurance plans may likewise deny reimbursement.
- Patient acknowledges that he has a right, as a Medicare beneficiary, to obtain Medicare-covered items and services from Clinicians and practitioners who have not opted-out of Medicare, and that the patient is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other Clinicians or practitioners who have not opted-out.
- Patient agrees to be responsible, whether through insurance or otherwise, to make payment in full for the Services, and acknowledges that Clinician will not submit a Medicare claim for the Services and that no Medicare reimbursement will be provided.
- Patient understands that Medicare payment will not be made for any items or services furnished by the Clinician that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim were submitted.
- Patient acknowledges that a copy of this contract has been made available to him.
- Patient agrees to reimburse Clinician for any costs and reasonable attorneys' fees that result from violation of this Agreement by Patient or his beneficiaries.]

Executed on _____ [date] by _____ [Patient] and
Jude Setian-Marston, LCSW

_____ [Patient signature]

_____ [Clinician signature]