



SERVICE AGREEMENT/ CONSENT TO TREATMENT

Welcome to Hope & Wellness Rising, PLLC (HWR). This document (The Agreement) contains important information about our professional services and business policies and summary information about 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 Hope & Wellness Rising, PLLC, provide you with a Notice of Privacy Practices (The Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that Hope & Wellness Rising, PLLC obtain your signature acknowledging that you were provided this information. Although these documents are long and sometimes complex, it is important that you read them carefully to ensure your understanding and to enable you to discuss any questions you have about the procedures. Signing this document also represent an agreement between you and Hope & Wellness Rising, PLLC.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. Dr. Engel may use a variety of methods to address your goals and problems. Psychotherapy requires your active participation and progress depends on your willingness to work on things discussed with Dr. Engel both during your 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, significant reductions in feelings of distress, increased hope, coping skills and satisfaction. However, there are no guarantees regarding your specific experience.

Initial sessions involve an evaluation of your strengths and needs. By the end of the evaluation, Dr. Engel will offer you some first impressions of what your work together will include and a treatment plan should you both decide to continue with therapy. You should evaluate this information with your own opinions of whether you feel comfortable working with Dr. Engel. Therapy involves a significant commitment of time, money, and energy, so it is important to select a therapist carefully. You should discuss any questions you have about your services with Dr. Engel whenever they arise. She will be happy to help you set up a meeting with another mental health professional for a second opinion if you so choose.

APPOINTMENTS

Dr. Engel typically conducts an initial evaluation that lasts from one to two appointments. This evaluation is a consultation only and does not establish a psychologist-patient relationship. After the initial evaluation is complete, you and Dr. Engel will decide if she is the best person to provide the services to help you meet your treatment goals. Although follow-up appointment (session) length and frequency may vary depending on your needs and schedule, Dr. Engel will usually recommend one weekly or biweekly 50-minute session if psychotherapy is initiated.

Office hours are by appointment only and walk-in appointments are not available. Please contact the office at 512-572-4673 to schedule an appointment.

CANCELLATIONS, MISSED APPOINTMENTS and LATE ARRIVALS

Appointment attendance is important to achieving goals in therapy. Once an appointment is scheduled, your attendance is expected unless you provide 24 business hours' notice of cancellation. Monday appointments must be cancelled by the Friday before and appointments following federal or state holidays when the office is closed must be cancelled by the last business day before the holiday. You may be charged 50% of the appointment fee for the first missed appointment or cancellation for which you do not provide 24 business hours' notice and 100% of the appointment fee for any subsequently missed appointments or late cancellations. This fee may not apply if you and Dr. Engel both agree that you were unable to attend due to circumstances beyond your control.

If you arrive more than 15 minutes late for an appointment, you may be rescheduled, and may be billed for a missed appointment. If you are seen at the time of arrival, the appointment will most likely not be extended and you may be charged the full fee.

CONTACTING DR. ENGEL

Please contact Dr. Engel at Hope & Wellness Rising, PLLC, at 512-572-4673. Dr. Engel does not answer the phone when she is in session and is often not immediately available by telephone. When she is unavailable, her telephone is answered by a confidential voice mail that she monitors frequently. Dr. Engel will make every effort to return your call within 24 hours, except during weekends, holidays and any days outside of her normal business hours. If you are difficult to reach, please include times when you will be available in your message. If Dr. Engel will be unavailable for an extended time, she will provide you with the name of a colleague to contact with any needs that arise in her absence. Please contact the office for Dr. Engel's current business hours.

Use of email in this setting can be challenging due to privacy issues. Hope & Wellness Rising, PLLC, or Dr. Engel may use email for communicating about issues such as scheduling, resources and referrals. Communicating via email about social or clinical issues, including urgent issues, is not appropriate. There are no guarantees regarding receipt of emails or timeframes in which email is checked. Furthermore, any Protected Health Information (PHI) shared in an email cannot be considered secure or guaranteed confidential. Therefore, communication with Dr. Engel and/ or Hope & Wellness Rising, PLLC, should be via telephone and, when necessary, fax.

EMERGENCIES

In emergencies, call 911, Psychiatric Emergency Services (512-472-4357) or one of the other emergency numbers Dr. Engel provided when applicable. You may also go to the nearest emergency room if traveling is safe. Please alert Dr. Engel once the situation safely allows. Do not wait to speak to Dr. Engel before seeking appropriate emergency care.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, Dr. Engel can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- Dr. Engel may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, she makes every effort to avoid revealing the identity of her patient. The other professionals are also legally bound to keep the information confidential. If you don't object, she will not tell you about these consultations unless she feels that it is important to your work together. She will note all consultations in your Clinical Record (which is called "PHI" in the Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- Dr. Engel and/or Hope & Wellness Rising, PLLC, may have contracts with other businesses (e.g., answering service, bookkeeper). As required by HIPAA, Dr. Engel and/or Hope & Wellness Rising, PLLC, will have formal business associate contracts with any businesses with whom she or Hope & Wellness Rising, PLLC, is contracted in which the businesses promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, you can be provided the names of these organizations and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient seriously threatens to harm himself/herself or someone else, Dr. Engel may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection. Texas law provides that a professional may disclose confidential information only to medical or law enforcement personnel if the professional determines that there is a probability of imminent physical injury by the patient to the patient or others, or there is a probability of immediate mental or emotional injury to the patient.

There are some situations where Dr. Engel is 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 your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. Dr. Engel 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 her to disclose information.

- If a government agency is requesting the information for health oversight activities, Dr. Engel may be required to provide it for them.
- If a patient files a complaint or lawsuit against Dr. Engel, she may disclose relevant information regarding that patient in order to defend herself.
- If a patient files a worker's compensation claim, Dr. Engel must, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought.

There are some situations in which Dr. Engel is legally obligated to take actions which she believes are necessary to attempt to protect others from harm and she may have to reveal some information about a patient's treatment.

- If Dr. Engel has cause to believe that a child under 18 has been or may be abused or neglected (including physical injury, substantial threat of harm, mental or emotional injury, or any kind of sexual contact or conduct), or that a child is a victim of a sexual offense, or that an elderly or disabled person is in a state of abuse, neglect or exploitation, the law requires that she make a report to the appropriate governmental agency, usually the Department of Protective and Regulatory Services. Once such report is filed, Dr. Engel may be required to provide additional information.
- If Dr. Engel determines that there is a probability that the patient will inflict imminent physical injury on another, or that the patient will inflict imminent physical, mental or emotional harm upon him/herself, she may be required to take protective action by disclosing information to medical or law enforcement personnel or by securing hospitalization of the patient.

If such a situation arises, Dr. Engel will limit her disclosure to necessary information and will make every effort to fully discuss it with you, the patient/ patient's legal guardian, before taking any action unless she deems that doing so creates greater risk of harm to the patient and/ or others.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you and Dr. Engel discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and Dr. Engel is not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of her profession require that Dr. Engel keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others, you may examine and/or receive a copy of your Clinical Record if you request it in writing. Dr. Engel will make your records available to you within 15

days of receiving your written request. You should be aware that pursuant to Texas law, psychological test data are not part of a patient's record. Because these are professional records, they can be misinterpreted and/or confusing or upsetting to untrained readers. For this reason, Dr. Engel recommends that you initially review them in her presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, Hope & Wellness Rising, PLLC, charges a copying fee of \$.20 per page and additional fees may apply. If Dr. Engel refuses your request for access to your records, you have a right of review, which she will discuss with you upon your request.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights regarding your Clinical Record and disclosures of protected health information. These rights include requesting that Dr. Engel 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 Hope & Wellness Rising, PLLC's policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and HWR's privacy policies and procedures.

MINORS & PARENTS/ GUARDIANS

Individuals under 18 years of age must be accompanied by a parent or legal guardian unless otherwise authorized by Dr. Engel. Divorced parents or legal guardians must provide legal documentation of their authority to seek psychological treatment of the minor prior to Dr. Engel participating in any services, including the initial consultation.

Patients under 18 years of age who are not emancipated and their parents/guardians should be aware that the law may allow parents/guardians to examine their child's treatment records. However, if the treatment is for suicide prevention, chemical addiction or dependency or sexual, physical or emotional abuse, the law provides that parents/guardians may not access their child's records.

Successful psychotherapy with children and teens usually requires balancing the need for parental involvement with a respect for the child/ teen's privacy. Generally, the younger the child, the greater the need for parents'/ guardians' active involvement in therapy. The need for privacy between the child and therapist increases with age and is often critical to teenagers building trust in therapy. Therefore, Dr. Engel requests an agreement from teens and parents/ guardians that the parents/ guardians refrain from accessing their children's records and respect a level of privacy between Dr. Engel and their child. Dr. Engel will regularly check in with parents/ guardians to obtain updates regarding their thoughts and perceptions of their teen's progress and functioning outside of therapy, discuss Dr. Engel's impressions from therapy and to provide parents/guardians support and strategies as they help their child grow through life's challenges. When appropriate, she will work with both the teen and parents/ guardians to improve their communication with each other and may encourage family therapy.

Dr. Engel believes that awareness of safety concerns is critical for parents to provide the necessary level of support their children need. If a child or teen discloses information in

therapy that Dr. Engel deems a safety concern or believes to be in the child/ teen's best interest for his/ her parents/ guardians to know, she will work with the child/ teen to disclose the information to his/ her parents/ guardians with the understanding that if he/ she is unable or unwilling, Dr. Engel will share this information with the parents/ guardians to increase safety, reduce the risk of harm to the child/ teen or others and/ or support the overall wellbeing of the child/ teen. Dr. Engel will make every effort to discuss this with the child/ teen prior to sharing information with his/ her parents and will discuss any objections the child/ teen may have.

PROFESSIONAL FEES

The fee for the initial appointment with Dr. Engel, which generally lasts 75-90 minutes, is \$225. Hope & Wellness Rising, PLLC's fee is \$175 for a 50-minute appointment with Dr. Engel. In addition to standard psychotherapy appointments, Hope & Wellness Rising, PLLC charges this amount for other professional services you may need, though this fee will be prorated depending on the time required. Other services include writing letters and reports, consulting with other professionals with your permission, preparing records or treatment summaries, engaging in telephone consultation lasting longer than ten minutes, and performing any other service you may request. In addition to fees for time required, copies/ mailing/ faxing services may incur an additional fee of \$.20 per page. If you become involved in legal proceedings that require Dr. Engel's participation, you will be expected to pay for all her professional time (including preparation), attorney fees, transportation costs and any other costs incurred even if she is called to testify by another party. Because of the resources required and difficulty of legal involvement, Hope & Wellness Rising, PLLC, charges \$315 per hour for Dr. Engel's preparation, transportation and attendance at any legal proceeding.

BILLING AND PAYMENT

As payment for services is considered part of your (your child's) treatment, you are financially responsible for services provided. A parent or legal guardian is designated the guarantor for minors under 18 years of age. You are expected to pay for each session at the time of service unless an agreement is made otherwise. Payment schedules for other professional services will be arranged when they are requested.

Cash, checks and major credit cards (Visa, Discover and MasterCard) are accepted. Please make checks payable to Hope & Wellness Rising, PLLC. In addition to a \$20 fee for returned checks, you are also responsible for any other charges incurred due to returned checks or problems processing credit card payments. Hope & Wellness Rising, PLLC, reserves the right to charge 2% monthly interest for outstanding balances over 30 days. Appointments will not be scheduled if your account balance exceeds \$500 unless Dr. Engel deems it an emergency. Your credit information will also be stored and may be used to collect on outstanding balances over 30 days.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, Hope & Wellness Rising, PLLC, may use legal means to secure payment. This may involve hiring a collection agency or going through small claims court which will require the disclosure of otherwise confidential information. In most collection situations, the only information released regarding a patient's treatment is his/her name, the name of the guarantor, the dates and nature of services provided, and the amount due. If such legal action

is necessary, its costs and any other costs incurred through this process will be included in the claim.

INSURANCE REIMBURSEMENT

Dr. Engel is not contracted with any insurance companies. Therefore, you are responsible for payment in full at the time of service delivery. It is your responsibility to contact your insurance company to understand your out-of-network benefits, including services covered. Dr. Engel will provide an invoice you can submit to your insurance carrier if you choose to seek reimbursement. It is important to be aware that your contract with your insurance company often requires information relevant to the services Dr. Engel provides you/ your child, including a clinical diagnosis. This information will become part of the insurance company’s record and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, neither Dr. Engel nor Hope & Wellness Rising, PLLC, has any control over what they do with this information. In some cases, they may share the information with a national medical information databank.

Dr. Engel will make every attempt to provide you with any documentation requested so that you can submit it to your insurance company. However, there may be times when your insurance company requires her to submit information to them directly. At such times, she will provide you a copy of any information submitted upon your request. Additional fees may apply depending on the information requested. By signing this Agreement, you agree that she can provide requested information to your carrier if necessary.

TERMINATION

Dr. Engel reserves the right to terminate the professional relationship with any patient at any time. Specifics of these circumstances will be discussed as needed.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

Patient’s Name

Patient’s Date of Birth

Signature of Patient/ Legal Guardian

Date

Printed Name of Patient/ Legal Guardian