

Kristen Chambliss, PhD

1560 W. Bay Area Blvd., Suite 270, Friendswood, Texas 77546
Ph: (281) 480-0200 Fax: (281) 480-0202

Professional Services Agreement

***PLEASE REVIEW THE ENTIRE CONTENTS OF THIS DOCUMENT AND
SIGN / DATE THE LAST PAGE***

State Law requires that all therapists provide clients with written information about their qualifications, treatment philosophy and methods, and service policies. It is your right and responsibility to choose the provider and treatment that best suits your needs. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), the federal law that provides privacy protections and your rights as a client regarding the use and disclosure of your Protected Health Information (PHI). 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 attached to this Agreement, 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. I can discuss any questions you have about my policies and procedures. This Agreement, in its entirety, serves as our agreement to our respective rights and responsibilities as therapist and client. You may revoke this Agreement in writing at any time. That revocation will be binding on myself, Kristen Chambliss PhD, unless I have taken action in reliance on it or if there are obligations imposed on me by your health insurer to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

THErapy

I am a licensed psychologist specializing in treating individuals and couples coping with infertility, cancer, grief, anxiety, and depression. Therapy is not easily described in general statements. It varies depending on the personalities of the therapist and patient and the particular problems you are experiencing. There are many different methods that may be used to deal with the problems you hope to address in therapy. Approaches to treatment may include individual, family, and/or group therapy. Therapy 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 need to work on things both during your therapy sessions and outside of therapy (e.g. at work school and/or home). The initial focus of therapy is on understanding the thoughts, feelings and life situations that are of concern to you.

Therapy has many potential benefits. It often leads to better relationships, solutions to specific problems, improved self-awareness and significant reductions in feelings of distress. Therapy also has risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings such as sadness, guilt, anger, frustration, anxiety and helplessness. It is important to recognize that these feelings may be natural and normal and are an important part of the therapy process. Other risks of therapy include recalling unpleasant events, facing unpleasant thoughts and beliefs and a change in your desire to maintain certain relationships. It can also become a place where major life decisions are made including decisions

involving separation within families, development of other types of relationships, changing employment settings and changing lifestyles.

Although I expect therapy to be helpful, there is no guarantee that therapy will accomplish your desired goals. Goals for therapy are determined within the first few sessions and are periodically reviewed and refined. Termination occurs when we both mutually agree that the goals have been satisfactorily addressed or there is some other reason to terminate. You have the right to terminate therapy at any time, but I encourage you to discuss your concerns with me for at least one session before termination. You have the right to seek a second opinion from another mental health professional and a referral to other professionals, if requested or indicated, can be made at any time.

PSYCHOLOGICAL EVALUATIONS

Psychologists are often asked by other health care and mental health professionals to administer a battery of psychological tests to assess your intellectual, academic and/or, emotional functioning. It is also sometimes beneficial to administer psychological tests in the early stages of therapy to further clarify issues that may need to be the focus of treatment. The decision to administer psychological tests will be discussed with you in advance and the discussion will include the nature of the tests to be utilized, the rationale for testing, and how the results might be used. You are entitled to a full discussion of the results of any psychological tests administered.

MEDICATION AND HOSPITALIZATIONS

Depending on your symptoms and problems, medication may or may not be appropriate. Psychologists are not physicians and consequently do not prescribe medication. In the event that a consideration of possible medication for psychological distress seems necessary, I will assist you in obtaining a medical or psychiatric evaluation. It is your responsibility to inform me of any and all prescribed medications. It is also vital that you are totally compliant with the course of treatment as prescribed by your physician. Infrequently, a patient's distress becomes so high that hospitalization must be considered. If this occurs, as your therapist, I will assist you in making the necessary arrangements for psychiatric hospitalization.

PHYSICAL SYMPTOMS

Physical symptoms are often the result of emotional stress. They can be reduced or even eliminated with therapy; however, it is very important that an appropriate medical specialist review your current situation to ascertain the degree to which any symptoms may have a physical basis. A physical exam is therefore required when a physical symptom is a primary concern. If there is a physical problem that affects your therapy, I will work closely with your medical specialist to coordinate treatment and services.

TELEPHONE CALLS AND MESSAGES

During those times when I am unavailable, calls will be answered either by the receptionist or, if calling outside of business hours or during times when phone lines are busy, by a voice-mail system. You will have the option to leave me a confidential message via the voice-mail system. I do not provide phone consultations or therapy sessions.

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for your files***

SHORT-TERM DISABILITY FORMS FOR YOUR COMPANY

Please note that I will complete short-term or long-term disability forms only on the information I have based on your report. As it requires extra time to complete the forms, you will be charged \$25 per 15 minutes it takes me to complete the forms. I require at least 72 hours' notice to have time to complete the forms. Your company may or may not grant you short-term disability based on my report, but it is my job to honestly answer the questions if you ask me to complete the form. Please consider this and the fact that you are waiving confidentiality of personal information when you ask me to complete the forms.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a mental health professional. In most situations, I can only release information about your evaluation and/or treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. However there are other situations that just require "advance consent". Your signature on this Agreement provides consent for those activities, which are as follows:

- I may occasionally find it helpful to consult other health care and mental health professionals. During this consultation, every effort is made to avoid revealing the identity my client. The consulted professionals are also legally bound to keep the information confidential. You will not be informed about these consultations unless I determine that it is important to do so. All such consultations will be noted in your Clinical Record.
- You should be aware that as I have administrative staff, I will need to share protected information with these individuals for administrative purposes, such as scheduling and billing. All staff members have received training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a mental health professional staff member.
- You should also be aware that most insurance agreements require you to authorize me to provide a clinical diagnosis to the insurance company. Sometimes additional information such as a treatment plan or summary, or in rare cases, a copy of an entire record, may be requested.

This information will become part of the insurance company files, and, in all probability, some of it will be computerized. All insurance companies claim to keep such information confidential, however, in some cases they may share the information with a national medical information data bank. I will, at your request, provide you with a copy of any reports that I submit. In signing this document you authorize me to release any information, clinical diagnosis, reports, or records to your insurance company and their managed care firm that are necessary to process your claim. It is important to remember that you have the right to pay for my services yourself and avoid the complexities of the insurance process.

There are some situations where I am permitted or required to disclose client information *without* your consent or authorization:

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- If a client is involved in legal action that places their psychological condition before the court, they forfeit their right to confidentiality in matters before the court. In such cases, I will attempt to discuss the situation with you in order to clarify and seek alternatives.
- If a government agency is requesting the information for health oversight activities, I may be required to provide the information.
- If a client files a complaint or lawsuit against any of my staff members, I may disclose relevant information regarding that client in order to defend the staff member.
- If a client files a worker's compensation claim, I must, upon appropriate request, provide records relating to treatment for which compensation is being sought.
- If I have cause to believe that a child under the age of 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 I make a report to the appropriate law enforcement agency and the **Texas Department of Family and Protective Services**. Once such report is filed, I may be required to provide additional information.
- If I determine that there is a probability that a client will inflict imminent physical injury on him/herself, or that they will inflict imminent physical, mental or emotional harm upon others, I may be required to take protective action by disclosing information to medical or law enforcement personnel or by securing hospitalization of the patient.
- If I am aware that an identifiable individual is being unknowingly exposed to HIV infection, I will discuss the case with the local health officer or an authorized representative to determine that actions should be taken to protect the public health. Identifying information about the HIV-infected individual or their partners will be released consistent with state law, rules, and regulations.

Should any of the aforementioned situations arise, I will make a reasonable effort to fully discuss this with you before taking any action, and I will limit my disclosure to what is necessary.

This written summary of exceptions to confidentiality is intended to inform you about potential problems, and I encourage you to talk to us about any related questions or concern that you may have. The laws governing confidentiality can be quite complex, and I am not an attorney. For situations wherein specific advice is required, formal legal consultation may be needed.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in circumstances involving potential danger to yourself and/or others, you may examine and/or receive a copy of your Clinical Record if you request it in writing, with a few exceptions. Pursuant to Texas law, psychological test data are not part of a patient's

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record. Because these are professional records, they can easily be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in the presence of your evaluator or therapist, or have them forwarded to another mental health professional so you can discuss the contents. If you have requested a copy of your Clinical Record and the request is denied, I will make every effort to discuss this with you for a better understanding as to the reasons leading to the denial of said request.

For clients who are coming for the purpose of being evaluated as an anonymous oocyte donor or a gestational surrogate evaluation, records are only released to the Agency or Physician requesting the report because they are the identified client. In these circumstances, I will be glad to review the findings of the report with donors or gestational surrogates in a general way, but the report will not be released to you.

In the event that you are receiving couples therapy and you request your records, only the portion of the record that pertains to your individual session will be released once you have signed a written release. Records pertaining to both partners are only released with the signed written consent of both members of the couple.

Request for Documents

Any request to view or obtain a copy of a client's mental health records must be made in writing and signed and dated by the client or the client's legal guardian. Records will be made available during regular business hours. My office charges a fee of \$25 for copying a client's records. Should the records request include a request that the records be shipped, the actual cost of shipping the records will be added to the \$25 copying fee. Payment must be made by money order or cashier's check. Personal checks will not be accepted for payment. Once payment is received, the requested records will be mailed by certified mail, return receipt requested. If a Business Records Affidavit is requested, a fee of \$15 will be charged, and the Affidavit will not be signed until that fee is paid. Payment of this fee must be by certified check or money order. The client or client's legal guardian will be responsible for the cost of the mobile notary. Within 15 days of receipt of the written records request and payment of all applicable fees, records will be provided. If it is determined that having access to the mental health records would be harmful to the client's physical, mental, or emotional health, the request for access to records will be refused, and a written statement attesting to this will be provided.

COURT RELATED SERVICES

Occasionally, clinical psychologists are called to court and/or are deposed as expert witnesses. The judicial system protects experts (including clinical psychologists) from providing expert testimony (testimony that draws from their training, education, and/or professional experience) without re-numeration (i.e., without being compensated for their time). In contrast to expert witness testimony, the judicial system does not protect experts (including clinical psychologists) from being called as fact witnesses. Fact witnesses provide testimony regarding what happened and/or what facts are (an eye-witness to a car accident would be considered a fact witness). In contrast, expert witnesses provide opinions, diagnoses, etc. Because fact witness testimony can be compelled without re-numeration, I require you to agree to the following: a) if I am subpoenaed or otherwise asked by you (your attorney, your child's attorney, or any party representing or

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otherwise acting on you or your child's behalf) to provide court-related services for any reason (including testimony/deposition as a fact witness), my fees (see below) for court-related services will be paid by you (unless other arrangements have been made in advance with me or the court has ordered that the responsibility for my fees be apportioned in some other manner); and b) the scheduling of my court-related services will be done appropriately in advance, will be done in consultation with me, and will take into account any conflicting professional or personal commitments I have.

As of 2011, my fees for court-related services (including phone contact with attorneys/mediators and review of records are \$300/hour. There is a three-hour minimum for court testimony and depositions (i.e., when testifying or being deposed, my current minimum fee will be \$900). I require a retainer equal to my three-hour minimum (currently \$900) at least three business days prior to my scheduled court testimony and/or deposition. My fees are "portal to portal" (i.e., when having to travel to provide court-related services, my billable time begins when I leave the office and ends when I return to my office). My hourly rate for court-related services may increase in the future but will not exceed 3% per calendar year (i.e., my hourly rate for court-related services in 2012 will increase no more than 3% from my 2011 hourly rate).

My fees for court-related services are commensurate with other clinical psychologists in the Houston metropolitan area. That said, such fees are not insubstantial and should be considered when seeking therapy or psychological evaluation services that my subsequently be used in court. Whereas I strive to be highly supportive of my clients in therapy, when testifying in court my fiduciary responsibility shifts from my clients to the court. For example, when court-ordered, I cannot refuse to answer questions from opposing counsel, I cannot provide false or otherwise misleading answers, I cannot refuse to produce therapy notes/summaries, and I cannot misrepresent my professional opinions. With the aforementioned matter in mind, my responses in court may not serve my client's court-related goals and may irreparably damage the therapeutic relationship. If you have any questions regarding my policies or fees for court-related services, I encourage you to bring them to my attention and to the attention of your attorney. Your signature indicates that you have read the agreement, have been provided with a copy of this agreement, and have agreed to its terms.

ACCOUNTING AND INSURANCE

Basic Fees

- The basic fee for your therapy session is \$150; fees for psychological testing and psycho-education are based upon number of hours and will be discussed with you beforehand.
- If I am considered "in network" under your insurance policy, the fee is reduced based on my contract with your insurance company. Provided you do not have a deductible that needs to be met first, your insurance company will pay a percentage of the cost of your therapy per session and the remainder (co-pay) will be collected at the time of service.
- If I am "out of network" for your insurance company, you may still have benefits available to help with the cost of your therapy.

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All professional services rendered are charged to you and are your sole responsibility regardless of insurance coverage. It is customary to pay for services in full as they are rendered unless other arrangements have been made in advance.

Every effort is made to confirm your insurance benefits, however it is never a guarantee that your insurance will pay for your sessions even after obtaining a quote from them. It is your responsibility to insure that I am kept apprised of any changes in your insurance coverage.

Most insurance companies have a timely filing deadline, thus if you do not provide me with updated insurance information in a timely manner it may become too late for insurance to cover some of your sessions. **If your insurance does not cover the cost of your sessions for any reason whatsoever, it is YOUR responsibility to pay the balance.**

Once services are completed, accounts with any *balance remaining after 90 days are subject to a monthly, 1.5% interest charge on the remaining balance.* **There will be a \$25.00 charge for all returned checks.**

By signing below you are assigning insurance benefits and payments, for any and all sessions between us, to me. In the event your insurance company miss-routes a payment to you that should have been sent to me as reimbursement for your sessions, it is your responsibility to forward payment to me immediately upon receipt of the miss-routed payment.

Your signature below indicates that you agree to these terms. It also indicates that you understand that in the case where your account becomes delinquent, I have the right to send your remaining balance to a collection agency or small claims court. You are responsible for any and all legal fees, court costs and collection charges involved as a result of any collection activity.

TEXT MESSAGE AND EMAIL DISCLAIMER

Any text messages/email sent to you will be for informational purposes only. No private detailed health information will be included in any emails. For example, we may send you an email notifying you of any office policy changes, rescheduling or reminder of appointments, questions/comments about your insurance, etc. We do not provide consultations via email or by telephone. You are responsible for providing us with a private, secure email address. If you do not want your information viewed by anyone else, you must make sure that no one else can access your text messages/email. We cannot be held responsible for who views your messages once we have submitted correspondence to the mobile#/address you provided. By providing your mobile#/email address, you are giving us consent to text/email you at any time. *We recommend that you do not use your work mobile#/email address because your employer may be able to view your texts/emails.*

APPOINTMENTS AND CANCELLATION POLICY

Services are by appointment only. The frequency and duration of your appointments will vary on the basis of the service provided. Individual and family therapy sessions are generally scheduled once a week for 45-60 minute sessions. Group therapy is generally scheduled once a week for an hour or an hour and a half, depending on the specific nature of the group.

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Psychological evaluations are scheduled for a three or four hour block of time and are typically completed in one session; however, a second appointment may be required to review the findings of the evaluation or to complete the testing portion separately, based on insurance company requirements.

Because your appointment is reserved for you, it is important that you cancel at last 24 hours in advance, unless there are circumstances that both you and I would define as an emergency. Failure to keep a scheduled appointment generally means that some other person is not able to use that appointment, and it also affects your therapists' livelihood since insurance does not cover missed or broken appointments (Emergency situations will be taken into account). Please make note of the following policy:

- 1) Appointments **canceled 24 hours prior to the session will not be charged.**
- 2) Appointments **canceled with less than 24 hours' notice will be charged \$75** per session hour scheduled.
- 3) **No shows will be charged \$150** per session hour scheduled.
- 4) As a courtesy we try to contact clients by phone, Text Message or email a day in advance to remind them of their appointments. Please keep in mind that this is ***solely dependent upon our time to do so and should not be relied upon in order to avoid missed appointments.*** If you wish, you may opt out of this service. Simply circle "Do not contact" in the space below.

Client/Parent or Guardian #1 circle: Do not contact

Client/Parent or Guardian #2 circle: Do not contact

Upon reading and understanding these policies, please sign below.

Thank you,
Kristen Chambliss, PhD

I/We have read and understand this Agreement in its entirety. Fee arrangements and terms of confidentiality have been clearly made. I/We understand that I/we am/are ultimately responsible for the cost of therapy and I/we do not to hold the therapist liable for any electronic messaging charges or fees which I/we may incur when receiving messages about my/our appointment. My/Our signature(s) below indicate(s) that I/we agree to all terms herein, that I/we have received a copy Dr. Chambliss' Professional Agreement and copy of the Notice of Privacy Practices, and that I/we wish to enter treatment on these conditions.

The signed "Office Copy" of this document is kept in your file maintained by Dr. Chambliss.

Should you like a copy of the signature page, inform the staff and they will gladly make you a copy during your initial appointment.

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