

Anna Graybeal, Ph.D.

901 South Mopac Expressway
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Phone: (512) 329-0951

Client Information and Agreement Form

Welcome to my practice. I am pleased to have you as a client. This Agreement Form contains important information about my professional services and business policies and provides the ethical and legal basis for our work together. The final page is a form for you complete and sign acknowledging your agreement to accept these policies (note, this page alone is available as a separate download as well: "Client Agreement Signature Page"). We can discuss any questions you may have about it before you sign. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

This form also contains information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices for use and disclosure of Protected Health Information for treatment, payment and health care operations. The Notice 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.

PSYCHOLOGICAL SERVICES

I provide psychotherapy and psychological assessment for individuals, couples, and families. The primary goal of treatment is to help you clarify the conscious and unconscious patterns of life, often developed in childhood and repeated in your current relationships and in your relationship with me. Additionally, I may suggest techniques and exercises that will help you with the concerns you bring to treatment.

The first session(s) are an evaluation period for us to explore what brings you to therapy. We will try to establish your goals for treatment, and we will get a beginning understanding of what factors in your past or present life contribute to the issues of concern. Working together, we will decide whether I am the right therapist for you.

APPOINTMENTS

Appointments are generally scheduled on a weekly or more frequent basis. If a scheduled appointment must be changed, please contact me at least 24 hours in advance. Since the time has been set aside for you, I will charge you the regular fee for missed appointments that are not cancelled at least 24 hours in advance.

PROFESSIONAL FEES

My fee is \$125 per 50-minute session. Payment is due at the time of services. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.

CONTACTING ME

My office phone number is (512) 329-0951, and my FAX number is (512) 329-0231. In case of an emergency, you may be able to reach me more quickly by calling 512-680-8259. If I am out of town or otherwise unavailable, my answering machine will direct you to another professional or an emergency number. In the case of a life-threatening emergency, please call 911 or go to your nearest emergency room.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, I 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:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called "PHI" in the "HIPPA Notice").
- 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, I 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 I am permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. I 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 me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim, I must, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment. These situations are unusual in my practice.

- If I have 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 I make a report to the appropriate governmental agency, usually the Department of Protective and Regulatory Services. Once such report is filed, I may be required to provide additional information.
- If I determine 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, or 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 such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

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

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone. Pursuant to Texas law, psychological test data are not part of a patient's record. Except in unusual circumstances that involve danger to yourself and others, you may examine and/or receive a copy of your Clinical Record if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon your request.

In addition, I also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless I determine that release would be harmful to your physical, mental or emotional health.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures.

MINORS & PARENTS

Patients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents 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 may not access their child's records. For children between 16 and 18, because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is my policy to request an agreement from the patient and his/her parents that the parents consent to give up their access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. Although I am not on any insurance panels, you may be able to recoup some of the cost for treatment by using your provider's out-of-network benefits. You should be aware that contracts with health insurance companies usually require that mental health care providers supply them with information relevant to individual claims. For example, providers are required to provide a clinical diagnosis and may also be required to provide information such as treatment plans, summaries, and copies of the patient's entire Clinical Record. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, providers have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank.

It is important to remember that by paying for my services yourself you avoid the problems described above.

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Please complete this form and sign at the bottom. Your signature will indicate that you understand and agree to the information and policies described in the "Client Information and Agreement Form" and that you have received and understood the HIPPA privacy information.

Name _____ Date of Birth _____ Age _____

Address _____

Telephone numbers (place a check by the best number to reach you):

Home: _____

Cell: _____

Work: _____

Type of work you do _____

Name of your employer _____

Emergency contact person and phone number

Partner's name & age _____ Your marital status _____

Names and ages of others who live with you

How did you find me? _____

If you were referred by a specific person, may I thank them? ____ Yes ____ No

Signature

Date