

## **SERVICES AGREEMENT and PRIVACY NOTICE**

Please take time to read this Services Agreement and Privacy Notice that outlines your rights as a patient. This notice describes how medical information about you can be used and disclosed, and how you can get access to this information. To confirm you have read, understood and accepted this agreement, please sign and date it at the end and scan it back. You can revoke this Services Agreement and Privacy Notice in writing at any time.

### **Psychological Services**

Below is information about the Health Insurance Portability and Accountability Act (HIPAA). This is a federal law that provides clients with certain rights and protections for an individual's Protected Health Information (PHI). It is important for patients to know how health information can be disclosed or used for the purpose of treatment, payment, and health care operations. While Dr. Bennett reserves the right to change the privacy policies and practices described in this notice, notification of such changes must be made in writing. Dr. Bennett is required to abide by the terms currently in effect.

### **Limits on Confidentiality**

Dr. Bennett can only release information about your treatment to others if you have signed a written authorization form that meets certain legal requirements imposed by state law and/or HIPAA that authorizes her to release that treatment information. All information you disclose is considered confidential, and will not be released without a Release of Information form. However, be aware Dr. Bennett cannot ensure confidentiality in sessions where two or more persons are present (such as a couple or two or more family members), because of the lack of guarantee that others who are present will keep the information in confidence.

There are several legal exceptions to confidentiality which are as follows: a) If Dr. Bennett has reasonable cause to believe that you may be abusing, exploiting or neglecting a child under age 18 years old, a developmentally disabled person, or an elderly person, a report must be made to the appropriate authorities, b) If you become a danger to others, Dr. Bennett must protect the other person(s) and you by warning the other person(s) at risk and report the danger to the appropriate authorities, c) If you become mentally ill and become unable to take care of your basic needs or become a danger to yourself and also refuse treatment, Dr. Bennett must report your condition to the authorities, d) If Dr. Bennett has reason to believe that disclosure will avoid or minimize an imminent danger to the health or safety of the patient or any other individual, she may disclose information to the extent a recipient needs

to know to any person, including law enforcement, e) If the California or Nevada Examining Board of Psychology subpoenas Dr. Bennett as part of its investigations, hearings or proceedings relating to the discipline, issuance or denial of licensure of state licensed psychologists, she must comply with its orders and disclose your relevant mental health information, f) If you are involved in a court proceeding and a request is made for information about the professional services that Dr. Bennett has provided you and the records thereof, such information is usually privileged under state law and thus protected; however, if a subpoena is served upon Dr. Bennett and you have received proper notice, and to which subpoena you have not objected, then she must disclose the requested information, g) If you file a worker's compensation claim, with certain exceptions, Dr. Bennett must make available, at any stage of the proceedings, all mental health information in her possession which is relevant to that particular injury in the opinion of the California or Nevada Department of Labor and Industries, to your employer, your representative, and the Department of Labor and Industries, h) If you file a claim or complaint against Dr. Bennett, she may disclose relevant information from her PHI notes as part of her defense, i) If you have an unpaid balance for a period of 30 days from the appointment date, and do not respond to notifications to pay your bill, Dr. Bennett may provide a collection agency with only your basic information including, but not limited to, your name, address, and contact information.

### **Informed Consent for Telecommunications:**

Since this is a telehealth practice which involves a video platform, email exchanges, voicemail exchanges and text mail exchanges, it is not possible to guarantee that all communication is secure and confidential at all times. Dr. Bennett will always do her best to protect your confidentiality and she asks that you provided the same advocacy for yourself. As a result, she highly suggests that clinically sensitive information only be exchanged on the HIPPA compliant telehealth platform she utilizes, reserving the other forms of telecommunications for administrative, scheduling, and/or simple, straightforward update-type of information.

### **Payment Policies and Fees**

The (50 minute) fee for any of Dr. Bennett's services is \$300.00 per hour (therapy, records review, written formulation/correspondence, team consultation, presentation preparation/delivery, etc.), always paid at the time service, unless other arrangements are made. Any non-credit-card fee bank charges incurred by Dr. Bennett that result from managing a patient's financial account are the sole responsibility of the patient.

**Appointments/Cancellations**

Dr. Bennett normally conducts an intake evaluation that will last from 2 to 3 sessions. During this time, both she and the patient decide if she is the best person to provide the services needed to meet your treatment goals. Once the intake portion concludes, Dr. Bennett will usually schedule single 50 minute sessions one to two times per week, until you both agree you are ready to begin a reduced maintenance schedule of treatment (i.e. every other week, once per month) or until you mutually agreed that termination of treatment is in order. During treatment, that specific appointment time is held exclusively for you, so should you need to cancel, a 24 hour notice is required for single sessions and a 48 hour notice is required for a double session, unless there is illness or an emergency situation. Additionally, patients requesting other services from Dr. Bennett (email responses, text or telephone conversations longer than 10 minutes) will be billed at her hourly rate in 15 minute increments.

**Professional Record**

Your Clinical Records will include information about (1) your reasons for seeking my services; (2) a description of how the challenges you are facing are impacting your life; (3) your concerns/symptoms and diagnosis; (4) the goals set for your treatment; (5) your progress towards those goals; (6) the past treatment records received from other providers; (7) your treatment history; (8) reports of any professional consultations; (9) your billing records; and (10) copies of any reports that have been sent to anyone. You may ask to see or have a copy of this record by requesting this in writing. Unless needed for immediate treatment, Dr. Bennett is allowed to withhold your records until outstanding fees are paid. If you do request your records, it is most informative to review them in an appointment with Dr. Bennett so that you have an opportunity to ask any clarifying questions.

**Agreement to Participate in Services**

Disclosure laws require Dr. Bennett to obtain your signature acknowledging that she has provided you with this information. Your signature below indicates that you have read the information in this Service Agreement and Privacy Notice and in the attached handouts, that you understand it and that you agree to abide by its terms during your professional relationship with Dr. Bennett.

**Patient or Guardian**

Signature \_\_\_\_\_ Date \_\_\_\_\_