

INFORMATION AND AGREEMENT

Welcome to Theratech Tx, where we integrate training, research, educational, and clinical knowledge to provide clients with exceptional care. This document contains important information about services at Theratech Tx. Please review this carefully and ask any questions you might have prior to signing.

On behalf of myself or my minor child or other client named below, I acknowledge and consent to the statements made in this form. When you sign this document, it becomes a legal agreement between us.

Consent to Health Care Services

I am requesting that health care services be provided to me (or my minor child or the client named below) at Theratech Tx. I voluntarily consent to all medical treatment and health care-related services that the care team at Theratech Tx considers to be necessary for me (or my minor child or the client named below). These services may include diagnostic, therapeutic, supplies, telehealth and other services. I have the right to discuss the treatment and/or diagnostic plan with my care team, including the purpose, potential risks and benefits of any service, and if I have any concerns, I am encouraged to ask questions.

PSYCHOTHERAPY SERVICES

Psychotherapy requires significant effort on your part, both during sessions and between sessions. Since therapy may involve discussing difficult aspects of your life, some sessions may be uncomfortable. Therapy can result in very positive outcomes. However, since many factors can affect the outcomes of your therapy, success can't be guaranteed. Sometimes people have a negative experience with psychotherapy treatment or experience that symptoms initially get worse when first addressing them. Sometimes these negative experiences/symptoms can have a negative impact on health, relational quality, overall functioning, work performance, or any other number of life circumstances.

Therapy frequently involves a large commitment of time, money and energy. If you have questions about treatment goals or procedures, please discuss them with your Theratech Tx therapist whenever they arise. If, after talking about your concerns, you're unsure of whether you want to proceed, your Theratech Tx therapist can help you set up an appointment with another therapist for a second opinion.

CONFIDENTIALITY

In general, the privacy of all communication between a patient and a therapist is protected by law, and your Theratech Tx therapist can only release information about your work together with your written permission, but there are a few exceptions including, but not limited to the following:

1. When a patient invites a spouse, family member or friend to attend therapy, she/he is extending the limits of confidentiality to include that person while that person is in session.
2. There are some situations in which your Theratech Tx therapist is legally obligated to take action to protect others from harm (such as reporting to appropriate agencies when someone has threatened serious bodily harm, a life is at risk, or when abuse or neglect is suspected). These actions may include notifying the potential victim, contacting family members or others that can help provide protection, contacting the police or seeking hospitalization for the patient. Such situations often require that your Theratech Tx therapist reveal some information about the patient's treatment. Other specific situations in which confidentiality is limited are outlined in the Theratech Tx Privacy Policies.
3. When a child's welfare is involved or where a patient's emotional condition is a critically important issue, a judge may order your Theratech Tx therapist's testimony if he/she determines that the issues demand it.
4. Your Theratech Tx therapist associates and collaborates with other providers and professionals in order to ensure the best quality of care. In addition, Theratech Tx utilizes secretarial, billing professionals, and administrative staff to help ensure the efficiency of therapeutic work. We work collaboratively with one another and we share office space and or/office equipment. When consulting with other professionals, all aspects of confidentiality is maintained except when not allowed by law. Theratech Tx support staff (administrative, secretarial, and billing professionals and associates) may have access to your medical chart and may have occasion to send or receive privileged information such as your medical record and or/psychotherapy notes.
5. Many Theratech Tx therapists are in clinical training, and as such, receive supervision of their clinical work. Supervision involves both consultation and may involve some video recording of sessions. As such, if your Theratech Tx therapist is under clinical supervision, they are required to consult with their supervisor regarding your clinical case in order to ensure

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clinical excellence. All individuals (the therapist, supervisor, and trainees) adhere to the strictest of HIPPA guidelines and procedures.

6. Theratech Tx support staff and associates may have access to your medical chart and may occasionally send or receive privileged information such as medical records, psychotherapy notes, evaluations, and other written and/or verbal communication. All persons affiliated with Theratech Tx abide by the same limits and laws of confidentiality.

Your Theratech Tx therapist is willing to discuss any questions you may have about confidentiality. You may also want to obtain formal legal advice because the laws governing confidentiality are quite complex and your Theratech Tx therapist is not an attorney.

Acknowledgement of Receipt of the Notice of Privacy Practices and Confidentiality

The Theratech Tx **Notice of Privacy Practices** describes how Theratech Tx will use and disclose my/my child's protected health information (PHI). The Notice also describes my/my child's rights and responsibilities concerning my/my child's PHI and Theratech Tx's duties concerning PHI. The Notice is posted prominently in the clinic offices. I understand I can request a paper copy of this Notice from my provider at any time.

Educational and Training Activities

(1) I understand that Theratech Tx serves as a training site. As such, there may sometimes be authorized individuals observing sessions who are not otherwise part of my / my child's health care team. All observers have received training in confidentiality, and I understand I will always be informed if observers are present. I understand that I may request that my / my child's visit be conducted without the presence of observers.

(2) Clinical education and training activities of student/intern/associate clinicians are fundamental to Theratech Tx's mission. In fulfilling that mission, Theratech Tx uses protected health information for these activities only as permitted by HIPAA. The HIPAA Privacy Rule allows clinicians and staff to use and disclose protected health information without a patient's written authorization for purposes related to treatment, payment, and health care operations. Health care operations include conducting "training programs in which students, trainees, or practitioners in areas of health care learn under supervision to practice or improve their skills as health care providers."

Theratech Tx employees can use PHI without a patient's written authorization for educational and training purposes. This information will not be shared outside of Theratech Tx training and supervision purposes as well as associated educational processes. I understand that by consenting to services at Theratech Tx, I may also agree to the recording of my/ my child's session. The recording of sessions is something that will be further discussed with you and you have the right to allow or to refuse recording of sessions to take place.

(3) I further understand a student/intern/associate clinician may be assigned to my care team. All student/intern/associate clinicians are under the supervision of a licensed professional. I understand that if a student/intern/associate clinician is part of my care team, I will be informed of this and will be provided the name and contact information of the student/intern/associate clinician(s) supervisor. Theratech Tx has standard supervision procedures that include direct observation. Direct observation could be live or videotaped. I understand that by consenting to services at Theratech Tx in which a student/intern/associate clinician is involved in service provision, I am also consenting to observation and/or video recording of my/my child's sessions. Again, the recording of sessions is something that will be further discussed with you and you have the right to allow or to refuse recording of sessions to take place. Consistent with the privacy practices of Theratech Tx, I understand these recordings (a) will not be used outside of the training, supervision, and educational processes, (b) will be kept confidential, and (c) will be used for the purposes of developing more effective treatment plans for my child or myself.

Electronic Communication

For ease of communication, Theratech Tx staff may communicate with me through electronic means. I am aware that there are known and unknown risks that may affect the privacy of my child or my own health information when using electronic communications. Providers and staff will use reasonable means to protect the security and confidentiality of electronic information sent and received

I understand I can revoke authorization for electronic communications at any time and that the agreed upon communication will end upon discharge from services received at Theratech Tx. I understand that agreeing to electronic communication could inherently put me at risk for loss of privacy over an unsecured network.

APPOINTMENTS

95 W. 100 S. Suite 126
Logan, UT 84321

Phone: 435-216-9937

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Therapy appointments are typically 45-60 minutes long. This time is reserved for you. Because your therapy session is a substantial portion of your Theratech Tx therapist's day's schedule, it is important that you keep track of your appointments. Reminder texts or calls are a courtesy only, are not guaranteed, and should not be relied upon as a way of keeping track of your appointments. Missed appointments are charged at full fee. Should it be necessary to cancel an appointment, please cancel the appointment by utilizing the client portal through Simple Practice at least one full working day (24 hours) in advance in order to avoid being charged a missed appointment fee. It is important to understand that effective therapy requires your full attention. Please make arrangements for childcare. Children should not be left in the waiting area unsupervised. Should a problem arise due to inadequate supervision, your session would be cut short that day but you would need to pay the full fee rate.

FEES AND PAYMENTS

(1) Subject to applicable law and the terms and conditions of any applicable contract between Theratech Tx and a third-party payer, and in consideration of all health care services rendered or about to be rendered to me (or the below-named client), I agree to be financially responsible and obligated to pay Theratech Tx for any balance not paid under the "Assignment of Benefits/ Third-Party Payers" paragraph below (if applicable). If a third-party payer is not involved, I agree to be financially responsible and obligated to pay Theratech Tx, for the entire client balances due.

Assignment of Benefits/ Third-Party Payers

In consideration of all health care services rendered or about to be rendered to me (or the below-named patient), if applicable, I hereby assign to Theratech Tx, all right, title, and interest in and to any third-party benefits due from any and all insurance policies and/or responsible third-party payers of an amount not exceeding Theratech Tx's regular and customary charges for the health care services rendered. I authorize such payments from applicable insurance carriers, third party payers, and other third-parties. A list of usual and customary charges is available upon request. I consent to any request for review or appeal by Theratech Tx to challenge a determination of benefits made by a third-party payer. Except as required by law, I assume responsibility for determining in advance whether the services provided are covered by insurance or other third-party payer.

I understand that unless otherwise arranged payment (including co-pays) is due at the time of treatment. If payment is not made for three consecutive sessions, I understand further appointments may not be scheduled until payment is made.

(2) Other professional services you may need are charged per quarter hour. Such services may include report writing, telephone conversations or office visits occurring for longer than 10 minutes, attendance at meetings with other professionals you have authorized, preparation of reports or treatment summaries, travel on your behalf, and time spent performing any other service you may request of your Theratech Tx therapist.

(3) Full payment or (if you have insurance) your full copay for the session is due at the time of service. **No exceptions.** You can pay with cash, check, MasterCard, Visa, or American Express. Please do not ask to be billed on any other date than the day of your session, as this is against company policy. It is our firm billing policy that if you are not able to pay for the session, we cannot provide the session. If payment is not made at the time of the session, the session will be canceled and all future sessions will be canceled until payment of them at time of service is possible.

(4) If you become involved in legal proceedings that require the participation of your Theratech Tx therapist, you will be expected to pay for their time, even if they have been called to testify by another party. The amount of time required for court appearances tends to be unpredictable and often requires setting aside extra time. Preparation time for court is also charged. You would be responsible to pay for all of the time spent by the Theratech Tx therapist in association with your case.

(5) Monthly statements will be sent to you showing your charges and payments. If there is an error in your statement, please bring it to the attention of your Theratech Tx therapist who will help correct it in coordination with our billing company. A finance charge of 1.5% per month (18% per annum, \$5.00 minimum charge) is assessed on any unpaid balance over 60 days old. Returned checks result in a \$20 service charge in addition to any bank service charges.

(6) When reasonable efforts to collect an amount owed fail, the account is turned over to a collection agency or a claim is made in small claims court. If such action is necessary, at least 50% of the outstanding amount is added to the bill as a "collection fee." This charge is included in the claim. In **most** collection situations, the only information that is released is the name of the patient and the responsible party, the dates and nature of services provided, and the amounts due. State law requires that you are informed that a negative credit report is submitted to a credit reporting agency when a person fails to fulfill contracted financial obligations.

Missed and Late Appointment Fees

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In order to facilitate the highest quality care to the greatest number of patients, with the exception of serious emergencies, it is expected that I keep all my appointments. If I need to cancel or reschedule an appointment, I will cancel the appointment through the Simple Practice client portal at least 24 hours prior to my scheduled appointment. **If I do not cancel the appointment through the Simple Practice client portal at least 24-hour notice, I will be charged a no-show fee. The standard no-show fee is \$85.** In instances of repeated missed appointments, we also reserve the right to discontinue care with appropriate notice.

If I arrive to my appointment more than 20 minutes after the scheduled start time, I may be considered to have missed my appointment without appropriate notice and may be charged the above fee.

I may speak with my service provider if I feel circumstances warrant a discount or waiving of the missed appointment fee. Number and frequency of no-shows, ratio of missed appointments to kept appointments, as well as unique circumstances may be taken into consideration. If I fail to present for two consecutive sessions, I will be contacted to determine whether I want to continue services. If no response is received within 5 business days, all future appointments will be canceled.

I verify that I am responsible for canceling through the Simple Practice client portal at least 24 hours in advance of cancellations (except in cases of sudden emergency). I understand that failure to do so will result in a fee. I understand that after two missed appointments, those fees must be paid in full, and that Theratech Tx, may terminate services based on a failure to pay. **I understand that my insurance or benefits plan will not pay the Missed Appointment Fees, and I understand that I am consenting to financial liability for missed or late appointments.**

PROFESSIONAL RECORDS

As required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Theratech Tx therapists keep two sets of records – the medical record and the psychotherapy notes. The medical record includes the dates and times of sessions, the type of therapy provided, the results of psychological testing, and any summaries of symptoms, diagnosis, treatment plan, and treatment progress. The medical record is available for your review. Psychotherapy notes and personal notes (i.e. the psychotherapy record), on the other hand, are protected by HIPAA law and state law and are considered the property of the health care providers who created them.

SPOUSE, FAMILY, AND FRIENDS (OTHER PARTICIPANTS)

(1) A spouse, family member, or friend may participate in and play an important part in treatment. A person participating in this way might attend only one session or might attend all of the patient's therapy sessions. In fact, the participant's relationship with the patient may be a primary focus of the treatment. But a participant is not a patient and does not have a right to access the medical record nor does he or she have the same rights as the patient regarding confidentiality. The Theratech Tx therapist's primary responsibility and allegiance remains with their patient. In addition, if you choose to have another person come to a session, your Theratech Tx therapist is not able to release the medical record to anyone who does not have a legal right to that medical record (i.e. an insurance company, scenarios involving the law, etc.), without that other person's (the individual who attended the session) written consent. By bringing someone else to a session, you consent to the fact that the Theratech Tx therapist will not be able to release the medical record except where required by law, without that person's written consent.

(2) When the patient is a child or adolescent, the Theratech Tx therapist usually consults with and also meets with the parents. In order for children and teenagers to speak openly, parents must surrender some of their rights to information obtained in therapy. This allows the child to have confidence that whatever he or she wants kept confidential will be. Parents continue to have the right to general information about their child's therapy (how the therapy is going, treatment goals, level of child's cooperation). Additionally, if it is believed there is a high risk that a child or teen is about to seriously harm someone or himself/herself, the Theratech Tx therapist will notify the parents of the concern. It is important to note that a Theratech Tx therapist can only meet with a minor if the guardians who have legal custody of the minor give their consent and permission for the treatment. If the guardians of the minor have joint legal custody, the Theratech Tx therapist will need to notify and obtain consent from all guardians who have joint legal custody. In cases of joint custody, the Theratech Tx therapist will request and require a copy of the divorce decree for his or her records.

(3) At times, the Theratech Tx therapist may recommend that a spouse, family member, or a friend seek his/her own therapy. The Theratech Tx therapist will likely refer the person to another clinician unless the current patient and provider agree that both person's might be better served if the Theratech Tx therapist provide the therapy for both parties. But such situations carry risks. Providing therapy for two people that have a close relationship (i.e. spouses), can lead to complications such as one party believing that the therapist has taken sides with or shows preferential treatment toward the other party. Also, if the therapist were to see a parent and a child separately, the child might worry whether what is told to the therapist in confidence will really remain confidential. This could interfere with the child's trust and reduces the effectiveness of therapy.

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(4) Sometimes conjoint therapy for couples or family therapy can be most effective in treating the individual. In such an instance, one person becomes the patient and the others are participants. If this is done, everyone involved agrees that the Theratech Tx therapist would have permission to use their judgment in how information revealed to them may be shared with others involved in the therapy. The intent in sharing information is always to promote the welfare of those involved. If there are concerns about what information may be shared under these circumstances, please ask your Theratech Tx therapist.

Valuables/Limitation of Liability

I understand that I should not bring valuables (jewelry, money, irreplaceable documents, etc.) with me to Theratech Tx. If I choose to bring valuables to Theratech Tx, I agree that Theratech Tx shall not be liable for the loss of or damage to my valuables.

Agreement

I certify that I have read and understand the full **Theratech Tx Information and Agreement Form** and have full knowledge of its meaning and effect. By signing I also verify that I have the legal right to seek medical and health care services for myself/my child. I understand and agree to the above as written.

Patient's Name (printed)

Parent/Guardian Name (if patient is a minor)

Signature of Patient (or Parent/Guardian if minor)

Today's Date

Name of Person Accepting Financial Responsibility

Today's Date